

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

September 6, 2022

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

- (1) Roll Call:
- (2) Pledge of Allegiance:
Invocation:
- (3) Public Comment: (Please register with the City Clerk):
- (4) Approval of Minutes:
 - (A) Approval of Minutes of the regular meeting of the Belvidere City Council of August 15, 2022; as presented.
- (5) Public Hearing: Annexation Agreement – Annexing Certain Territory Lying North of Interstate 90, East of Tripp Road and West of Genoa Road to the City of Belvidere, Boone County, Illinois.
- (6) Special Messages and Proclamations:
 - (A) Proclamation for Constitution Week.
- (7) Approval of Expenditures: None.
- (8) Committee Reports and Minutes of City Officers:
 - (A) Approval of Minutes of Committee of the Whole – Public Safety, Finance & Personnel of August 22; as presented.
- (9) Unfinished Business:
 - (A) Ord. #591H – 2nd Reading: An Ordinance Authorizing the Execution of an Annexation Agreement Between the City of Belvidere and Donald K. Bush Sr., Belvidere Retail LLC, and OM Group LLC.
 - (B) Ord. #592H – 2nd Reading: An Ordinance Annexing Certain Territory Lying North of Interstate 90, East of Tripp Road and West of Genoa Road to the City of Belvidere, Boone County, Illinois.
 - (C) Ord. #593H – 2nd Reading: An Ordinance Approving a Preliminary Plat Titled Belvidere Retail Subdivision.
 - (D) Ord. #594H – 2nd Reading: An Ordinance Approving a Final Plat Titled Belvidere Retail Subdivision.
 - (E) Ord. #595H – 2nd Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to PB, Planned Business District (between Tripp and Genoa Roads North of I-90).

- (F) Ord. #596H – 2nd Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to PI, Planned Industrial District (between Tripp and Genoa Roads North of I-90).
- (G) Ord. #597H – 2nd Reading: An Ordinance Granting a Special Use to allow a Planned Development within the PB, Planned Business District (SW Crystal Parkway and Genoa Road).

(10) New Business:

- (A) Ord. #598H – 1st Reading: An Ordinance Amending Section 110-91, Stop Streets, of the City of Belvidere Municipal Code to Add the Intersection at West Harrison Street and Ruby Street as a Four-Way Stop.
- (B) Motion to Waive Referral to Committee, Section 2-88 of the City's Code, in reference to allowing Lulac to utilize the City Hall parking lot for "Market Days".
- (C) Approve Lulac to use the City Hall parking lot for "Market Days" events, for the Sundays in September 2022, commencing September 9, 2022, from 1-4 p.m. pursuant to an agreement acceptable to the City Attorney. Amplified music and alcohol shall be prohibited.
- (D) Motion to Waive Referral to Committee, Section 2-88 of the City's Code in reference to allowing Miguel Fajardo to utilize Municipal Parking Lot #7 for "Mexican Independence Day Celebration".
- (E) Approve Miguel Fajardo to use the Municipal Parking Lot #7 for "Mexican Independence Day Celebration" on September 16, 2022, from 4-9p.m. pursuant to an agreement acceptable to the City Attorney. Amplified music and alcohol shall be prohibited.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of August 22, 2022.

Motions of Public Works – Chairman Marsha Freeman:

- (A) Motion to approve the street closure at State Street between Pleasant Street and Logan Avenue, as well as Logan Avenue between State Street and Main Street for the Belvidere Area Chamber of Commerce Downtown Business Trick or Treat Event on October 26, 2022 from 3:00p.m.–7:30p.m.

(11) Other:

- (A) An executive session pursuant to Section 2(c)(5) the Open Meetings Act to discuss the purchase or lease of real property.

(12) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: August 15, 2022

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

Call to order by Mayor Morris.

(1) Roll Call: Present: R. Brereton, M. Fleury, W. Frank, M. Freeman,
M. McGee, N. Mulhall, T. Porter, S. Prather, D. Snow and C. Stevens.

Absent: None.

Other staff members in attendance:

Public Works Director Brent Anderson, Fire Chief Shawn Schadle, Police Chief Shane
Woody, Director of Buildings Kip Countryman, Community Development Planner Gina
DelRose, Budget and Finance Officer Shannon Hansen, City Attorney Mike Drella and
Deputy City Clerk Erica Bluege.

(2) Pledge of Allegiance:

Invocation: Mayor Morris.

(3) Public Comment: John Albertini spoke concerning the cost of food at the Boone
County Fair.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
August 1, 2022; as presented.

Motion by Ald. Snow, 2nd by Ald. Fleury to approve the minutes of the regular meeting
of the Belvidere City Council of August 1, 2022. Aye voice vote carried. Motion
carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

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

(B) Report of IDA Public Library by Director Mindy Long.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$1,526,121.75
Water & Sewer Fund Expenditures: \$ 816,878.16

Belvidere City Council
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Motion by Ald. Snow 2nd by Ald. Prather to approve the General & Special Fund Expenditures in the amount of \$1,526,121.75. Discussion took place concerning expenditures. Roll Call Vote: 10/0 in favor. Ayes: Brereton, Fleury, Frank, Freeman, McGee, Mulhall, Porter, Prather, Snow and Stevens. Nays: None. Motion carried.

Motion by Ald. Porter, 2nd by Ald. Fleury to approve the Water & Sewer Fund Expenditures in the amount of \$816,878.16. Discussion took place concerning expenditures. Roll Call Vote: 10/0 in favor. Ayes: Fleury, Frank, Freeman, McGee, Mulhall, Porter, Prather, Snow, Stevens and Brereton. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime Pay for July 2022.
- (B) Monthly Report of Belvidere Fire Department Overtime Pay for July 2022.
- (C) Monthly Report of Community Development Department/Planning Department for July 2022.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for July 2022.
- (E) Monthly General Fund Report for July 2022.
- (F) Monthly Water/Sewer Fund Report July 2022.
- (G) Monthly CD Investments for July 2022.
- (H) Minutes of Planning and Zoning Commission August 9, 2022.

Let the record show these reports were placed on file.

- (I) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of August 8, 2022.

Motion by Ald. Mulhall, 2nd by Ald. Porter to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of August 8, 2022. Aye voice vote carried. Motion carried.

(9) Unfinished Business: None.

(10) New Business:

- (A) Ord. #591H – 1st Reading: An Ordinance Authorizing the Execution of an Annexation Agreement Between the City of Belvidere and Donald K. Bush Sr., Belvidere Retail LLC, and OM Group LLC.
- (B) Ord. #592H – 1st Reading: An Ordinance Annexing Certain Territory Lying North of Interstate 90, East of Tripp Road and West of Genoa Road to the City of Belvidere, Boone County, Illinois.

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- (C) Ord. #593H – 1st Reading: An Ordinance Approving a Preliminary Plat Titled Belvidere Retail Subdivision.
- (D) Ord. #594H – 1st Reading: An Ordinance Approving a Final Plat Titled Belvidere Retail Subdivision.
- (E) Ord. #595H – 1st Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to PB, Planned Business District (between Tripp and Genoa Roads North of I-90).
- (F) Ord. #596H – 1st Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to PI, Planned Industrial District (between Tripp and Genoa Roads North of I-90).
- (G) Ord. #597H – 1st Reading: An Ordinance Granting a Special Use to allow a Planned Development within the PB, Planned Business District (SW Crystal Parkway and Genoa Road).

Let the record show that Ordinances #591H, #592H, #593H, #594H, #595H, #596H and #597H were placed on file for first reading.

- (H) Res. #2022-17 – A Resolution Authorizing Participation in the ComEd Green Region Program for the 6th Street Waterway Improvement Project.

Motion by Ald. Prather, 2nd by Ald. Fleury to adopt Res. #2022-17 – A Resolution Authorizing Participation in the ComEd Green Region Program for the 6th Street Waterway Improvement Project. Roll Call Vote: 10/0 in favor. Ayes: Frank, Freeman, McGee, Mulhall, Porter, Prather, Snow, Stevens, Brereton and Fleury. Nays: None. Motion carried.

- (I) Res. #2022-18 – Release of Certain Executive Session Minutes Pursuant to 5ILCS 120/1 Et. Seq.

Motion by Ald. Snow, 2nd by Ald. Mulhall to adopt Res. #2022-18 – A Resolution Releasing Certain Executive Session Minutes Pursuant to 5ILCS 120/1 Et. Seq. Roll Call Vote: 10/0 in favor. Ayes: Freeman, McGee, Mulhall, Porter, Prather, Snow, Stevens, Brereton, Fleury and Frank. Nays: None. Motion carried.

- (J) Retention of outside counsel.

By unanimous consent Agenda Item 10(J) moved to after Executive Session.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of August 8, 2022.

- (A) Motion to proceed with Storm Water Utility Survey Results Option #1 as presented in Memo dated August 4, 2022 from Public Works Director Brent Anderson. Discussion took place with proceeding with Storm Water Utility Survey Results Option #1. Motion to amend by Ald. Porter to go to referendum. Brief discussion took place and Ald. Porter withdrew motion to amend prior to a 2nd on the motion. Roll Call Vote on original motion: 4/6 in favor. Ayes: Fleury, Freeman, Prather and Snow. Nays: Brereton, Frank, McGee, Mulhall, Porter and Stevens. Motion lost.
- (B) Motion to approve 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. Roll Call Vote 10/0 in favor. Ayes: Mulhall, Porter, Prather, Snow, Stevens, Brereton, Fleury, Frank, Freeman and McGee. Nays: None. Motion carried.
- (C) Motion to proceed with the updated Belvidere logo at the Southwest Water Tower for an additional cost of \$6,000.00 as shown in Memo dated August 2, 2022 from Public Works Director Brent Anderson. Discussion took place. Roll Call Vote: 9/1 in favor. Ayes: Porter, Prather, Snow, Stevens, Brereton, Fleury, Frank, McGee and Mulhall. Nays: Freeman. Motion carried.
- (D) Motion to approve the Chang Orders #1, #2 and #3 in Memo dated August 3, 2022 from Public Works Director Brent Anderson for a total cost of \$8,693.71, for the Logan Avenue Rehabilitation Project. This work will be paid for from Line Item #10-5-310-8021. Roll Call Vote: 10/0 in favor. Ayes: Prather, Snow, Stevens, Brereton, Fleury, Frank, Freeman, McGee, Mulhall and Porter. Nays: None. Motion carried.
- (E) Motion to approve the engineering service 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. Roll Call Vote: 10/0 in favor. Ayes: Snow, Stevens, Brereton, Fleury, Frank, Freeman, McGee, Mulhall, Porter and Prather. Nays: None. Motion carried.
- (F) Motion to approve carryover of 20 vacation days for Jack Butenshoen. Roll Call Vote: 10/0 in favor. Ayes: Stevens, Brereton, Fleury, Frank, Freeman, McGee, Mulhall, Porter, Prather and Snow. Nays: None. Motion carried.
- (G) 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. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Brereton, Fleury, Frank, Freeman, McGee, Mulhall, Porter, Prather, Snow and Stevens. Nays: None. Motion carried.

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(11) Other:

(A) 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.

Motion by Ald. Snow, 2nd by Ald. Fleury to go into Executive Session at 8:30p.m. 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. Roll Call Vote: 10/0 in favor. Ayes: Fleury, Frank, Freeman, McGee, Mulhall, Porter, Prather, Snow, Stevens and Brereton. Nays: None. Motion carried.

Motion by Ald. Fleury, 2nd by Ald. Snow to come out of Executive Session at 8:43p.m. Roll Call Vote: 10/0 in favor. Ayes: Frank, Freeman, McGee, Mulhall, Porter, Prather, Snow, Stevens, Brereton and Fleury. Nays: None. Motion carried.

(10) New Business:

(J) Retention of outside counsel.

Motion by Ald. Mulhall, 2nd by Ald. McGee to retain Karl Ottosen and the law firm of Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd. to represent the City of Belvidere in its successor negotiations for a CBA with IAFF Local #1569 including mediation and interest arbitration as necessary and to authorize the Mayor to execute and the Clerk to attest the engagement letter presented. Roll Call Vote: 9/1 in favor. Ayes: McGee, Mulhall, Porter, Prather, Snow, Stevens, Brereton, Fleury and Frank. Nays: Freeman. Motion carried.

(11) Adjournment:

Motion by Ald. Frank, 2nd by Ald. Brereton to adjourn meeting at 8:45p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

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

On, September 6, 2022 at 7:00 P.M., a public hearing will be held by the Mayor and City Council of the City of Belvidere, in the City Council Chambers, 401 Whitney Boulevard, Belvidere, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing an Annexation Agreement relating to real property generally located west of Genoa Road, east of Tripp Road and immediately north of Interstate 90 and legally described as follows:

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.

Part of Pins: 07-01-276-004 and 08-06-100-003

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

Dated: August 9, 2022 Sarah Turnipseed, City Clerk

Published August 18, 2022 in *The Boone County Journal*



Proclamation

Whereas, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

Whereas, September 17, 2022, marks the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and


Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

Now, Therefore I, Clinton Morris, by virtue of the authority vested in me as Mayor of Belvidere, Illinois, do hereby proclaim September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the Great Seal of Belvidere, Illinois on this sixth day of September in the year of our Lord two thousand twenty-two.


Clinton Morris
Mayor of Belvidere



Minutes
Committee of the Whole
Public Safety and Finance and Personnel
August 22, 2022
6:00 p.m.

Call to Order – Mayor Clinton Morris:

Aldermen Present:

R. Brereton, M. Fleury, W. Frank, M. Freeman, N. Mulhall, T. Porter, D. Snow and C. Stevens.

Alderman Absent: M. McGee and S. Prather.

Other staff members in attendance:

Public Works Director Brent Anderson, Budget and Finance Officer Shannon Hansen, Police Deputy Chief Patrick Gardner, Fire Captain Dave Burdick, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

Public Comment: Tyler Towns spoke as a proponent for a four-way stop at W. Harrison Street and Ruby Street.

Ald. Marsha Freeman read into the record an email from constituent Sheila Fowler concerning the need for the Storm Water Utility Fee.

Mayor Clinton Morris commented on the Storm Water Utility.

Public Forum: None.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

(A) Police Department – Update.

Police Deputy Chief Gardner presented an update. Discussion took place concerning Citizen's Police Academy and recent vehicle vandalism throughout the city.

(B) Fire Department – Update.

Fire Captain Dave Burdick presented an update.

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

(A) Finance Department – Update.

Budget and Finance Officer Shannon Hansen presented an update.

5. Other:

(A) Belvidere Area Chamber Commerce – Street Closure for Downtown Business Trick or Treat Event.

Discussion took place including Executive Director of Belvidere Area Chamber of Commerce Amy Grafton concerning date and time of event and how to register a business. Motion by Ald. Snow, 2nd by Ald. Porter to approve the street closure at State Street between Pleasant Street and Logan Avenue, as well as Logan Avenue between State Street and Main Street for the Belvidere Area Chamber of Commerce Downtown Business Trick or Treat Event on October 26, 2022 from 3:00p.m.–7:30p.m. Aye voice vote carried. Motion carried.

(B) Intersection Review- W. Harrison Street & Ruby Street.

Motion by Ald. Snow, 2nd by Ald. Stevens to install a four-way stop at W. Harrison Street and Ruby Street. Discussion took place concerning cost of signs and the intersection review that was completed. Aye voice vote carried. Motion carried.

6. Adjournment:

Motion by Ald. Snow, 2nd by Ald. Brereton to adjourn meeting at 6:43p.m. Aye voice carried. Motion carried.

Mayor

Attest: _____ City Clerk

ORDINANCE #591H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT BETWEEN THE
CITY OF BELVIDERE AND DONALD K. BUSH SR.,
BELVIDERE RETAIL LLC, and OM GROUP LLC

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, Donald K. Bush Sr. is the legal owner(s) of record with respect to certain territory that is legally described in the Annexation Agreement (the Territory) which is attached to this Ordinance (the Annexation Agreement) and which is currently contiguous to the City of Belvidere; and

WHEREAS, Belvidere Retail LLC and OM Belvidere Group LLC are the contract purchasers and developers of the Territory; and

WHEREAS, Donald K. Bush Sr., Belvidere Retail LLC and OM Belvidere Group LLC may be jointly referred to herein as the Owners; and

WHEREAS, the Owners are ready, willing, and able to enter into the Annexation Agreement and to perform its obligations as required under the Annexation Agreement and this Ordinance; and

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

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

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

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

Section 2: The Mayor is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement between the City of Belvidere and the Owners, a copy of which is attached hereto as Exhibit A and incorporated herein. The Clerk is directed to file and record this Ordinance, the Annexation Agreement, the Annexation Ordinance and the Certificate of Notice as required by statute.

Section 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of

competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

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

Passed by the City Council of the City of Belvidere, Illinois this 6th day of September, 2022

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Ayes:

Nays:

Absent:

Date Passed:

Date Approved:

Date Published:

ANNEXATION AGREEMENT

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

17. Amendment. The parties agree that this Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, 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

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

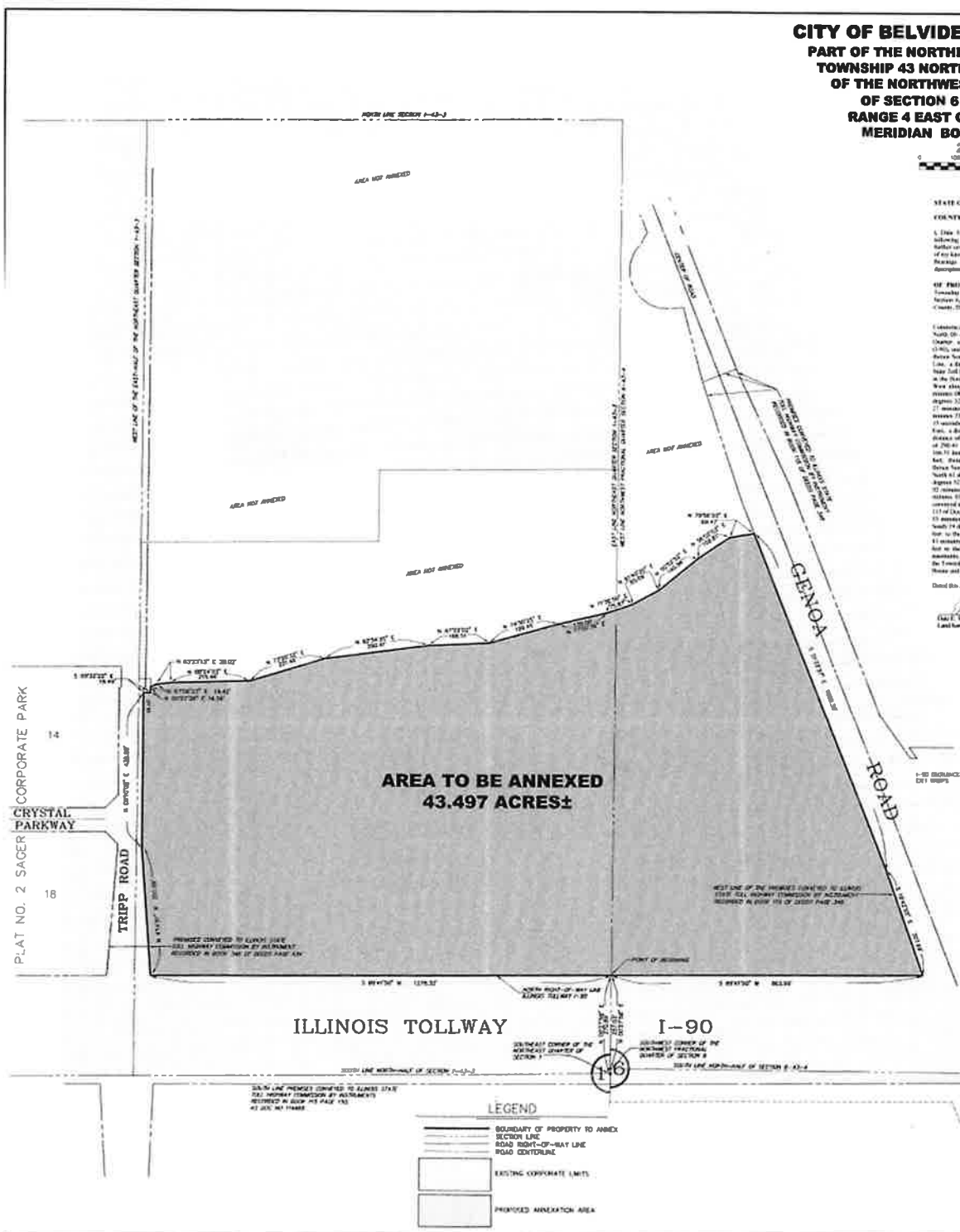
Part of the Northeast Quarter of Section 1, Township 43 North, Range 3 East and part of the Northwest Fractional Quarter of Section 6, Township 43 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

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 B

ANNEXATION PLAT

CITY OF BELVIDERE ANNEXATION PLAT 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



2022

CITY OF BELVIDERE

STATE OF ILLINOIS)
COUNTY OF BOONE)

I, **[Name]**, a Licensed Professional Land Surveyor, hereby certify that the following described property was returned to me in accordance with the laws of the State of Illinois and that the plat is a true and correct representation of said survey as the true and correct plat of the same.

DEEDS REFERENCED: Part of the Northwest 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, as follows:

1. Part of the Northeast Quarter of the Northwest 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, as follows:

1. A portion of the Northwest Quarter of the Northwest 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, as follows:

1. A portion of the Northwest Quarter of the Northwest 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, as follows:

Dated this 29th day of April, 2022, A.D., at the office of Surveyor at

[Signature]
Curtis J. ...
Licensed Professional
Land Surveyor
No. 0353

SURVEY-TECH
A DIVISION OF C.E.S. IN
PROFESSIONAL DESIGN FIRM LICENSE #
PDR 00454091 BOWLING GREEN, OH
(614) 762-5575 FAX (614) 762-5575

DATE: 4-29-22 SCALE: 1" = 400' DRAWN: JRS/ML
CHECKED: JRS/ML

CITY OF BELVIDERE ANNEXATION

BY: JRS/ML DATE: 4/29/22

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.

PRELIMINARY PLAT OF BELVIDERE RETAIL SUBDIVISION

- LEGEND**
- BOUNDARY OF PROPERTY
 - ROAD RIGHT-OF-WAY LINE
 - DRAINAGE SETBACK LINE
 - UTILITY EASEMENT LINE
 - PAVEMENT EASEMENT LINE
 - WATERMAIN EASEMENT LINE
 - ROAD CENTERLINE
 - FOUND STONE
 - FOUND RAILROAD SPIRE
 - SET 1/2" IRON PIN
 - SET 1/4" IRON PIN
 - SET RAILROAD SPIRE
 - DEEDED / ELATED DISTANCE AS MEASURED
 - CONCRETE MONUMENT

LAND OWNERS: BUSCH, DONALD K SR
ADDRESS: 7301 WEST RIDGE LN
CHERRY VALLEY, IL 61016-8815

OWNER: ESRAMUS INC
PR: 08/08/13/100

PROPERTY LINES OUTSIDE OF THE
BOUNDARY OF THE SUBDIVISION ARE
BASED ON GIS GRAPHICS.

NO UPSTREAM DRAIN TILES TO BE
DISTURBED WITH THIS DEVELOPMENT.

SEE CONSTRUCTION PLANS FOR FINAL
DISPOSITION OF EXISTING WATERMAIN

APPROVED BY THE BELVIDERE PLANNING COMMISSION

OWNER: _____ DATE: _____

CHARTMAN: _____ DATE: _____

**1-90 ENTRANCE-
EXIT RAMPS**

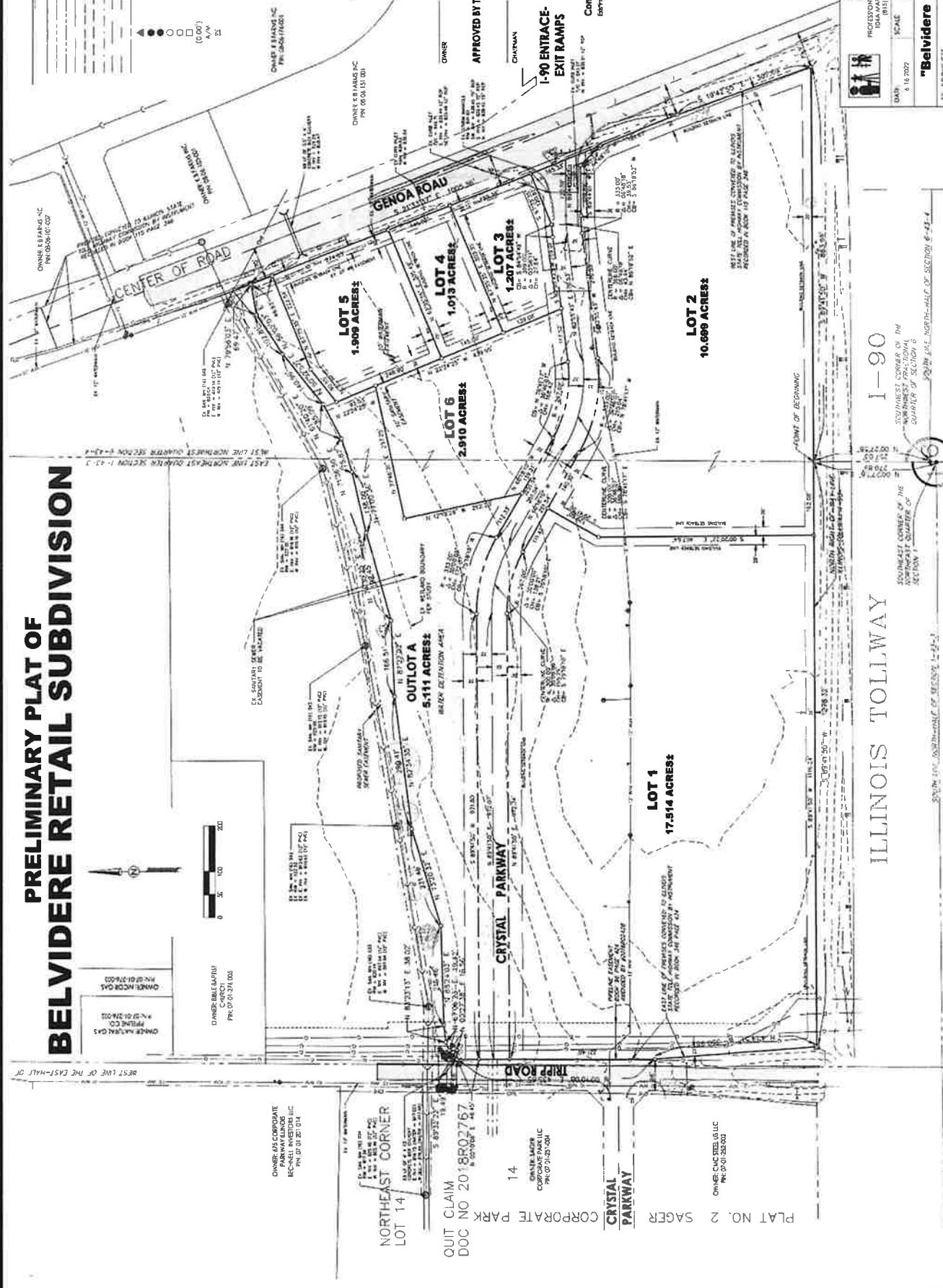
Contours
Elevations

GES. INC.
SURVEY-TECH
A DIVISION OF GES, INC.
PROFESSIONAL DESIGN FIRMS LICENSE NO. 184.001260
10400 W. STATE ST., SUITE 100
CHICAGO, ILLINOIS 60644
TEL: 773.303.8271 FAX: 773.303.8255
WWW.GESINC.COM

DATE: 6/16/2022 SCALE: 1" = 100' DRAWN BY: DWK REVISED:

PROJECT: "Belvidere Retail Subdivision"

PREPARED BY: _____ FIG. NUMBER: _____



QUIT CLAIM
DOC NO 2018R02767

OWNER: SAGER, JAMES W
ADDRESS: 1400 S. MICHIGAN ST.
CHICAGO, IL 60605

OWNER: BUSCH, DONALD K SR
ADDRESS: 7301 WEST RIDGE LN
CHERRY VALLEY, IL 61016-8815

OWNER: ESRAMUS INC
PR: 08/08/13/100

OWNER: KOPPEL, JAMES R
ADDRESS: 1400 S. MICHIGAN ST.
CHICAGO, IL 60605

OWNER: KOPPEL, JAMES R
ADDRESS: 1400 S. MICHIGAN ST.
CHICAGO, IL 60605

OWNER: KOPPEL, JAMES R
ADDRESS: 1400 S. MICHIGAN ST.
CHICAGO, IL 60605



PLAT NO. 2 SAGER

OWNER: SAGER, JAMES W
ADDRESS: 1400 S. MICHIGAN ST.
CHICAGO, IL 60605

OWNER: BUSCH, DONALD K SR
ADDRESS: 7301 WEST RIDGE LN
CHERRY VALLEY, IL 61016-8815

OWNER: ESRAMUS INC
PR: 08/08/13/100

OWNER: KOPPEL, JAMES R
ADDRESS: 1400 S. MICHIGAN ST.
CHICAGO, IL 60605

OWNER: KOPPEL, JAMES R
ADDRESS: 1400 S. MICHIGAN ST.
CHICAGO, IL 60605

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

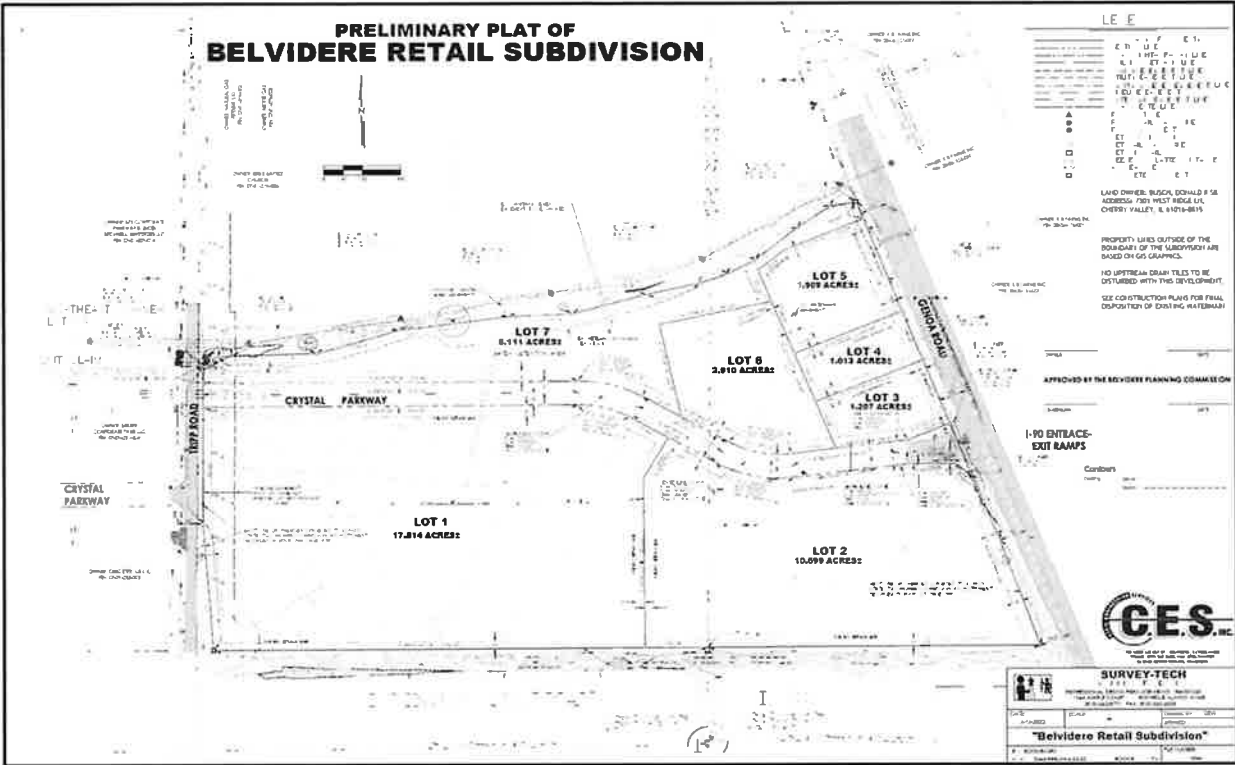


EXHIBIT I

OFFSITE IMPROVEMENTS

Owner(s) has conducted a traffic impact analysis, performed by an engineer acceptable to the City, to determine the improvements must 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 3-6:

- a) It is anticipated that Lots 1 and 3-6 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 3-6 immediately upon annexation. However, in order to facilitate future development of Lots 1 and 3-6 for retail, hotel, restaurants and warehouse/distribution uses, the parties agree to the following:
- b) Lots 1, and 3-6 shall only be developed as a Planned Development pursuant to the City of Belvidere Municipal Code. In the event Lots 1 and 3-6 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 3-6.
- c) The City agrees that Lots 1 and 3-6 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 3-6 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 Tripp 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 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 Lots 1 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, 3, 4, and 5, 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.

8) Outlot A, as shown on the Preliminary Plat of Belvidere Retail Subdivision, shall be dedicated to storm water detention / retention only to benefit lots 1-6 of the Subdivision. The Owner of Outlot A shall be responsible for maintenance of Outlot A in conformance with the City of Belvidere Municipal Code. Owners shall enter into a Storm Water Maintenance Agreement with the City, which shall be recorded with the Boone County Recorders office. The Agreement shall provide for the maintenance of Outlot A at Owners' expense and shall provide that if the Owners fail to maintain the Outlot, the City may, but is not obligated to, perform necessary maintenance and the cost of that maintenance shall be paid by Owners and shall be a lien upon lots 1-6 of the Subdivision until paid.

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 K-1

SIGN EXHIBIT

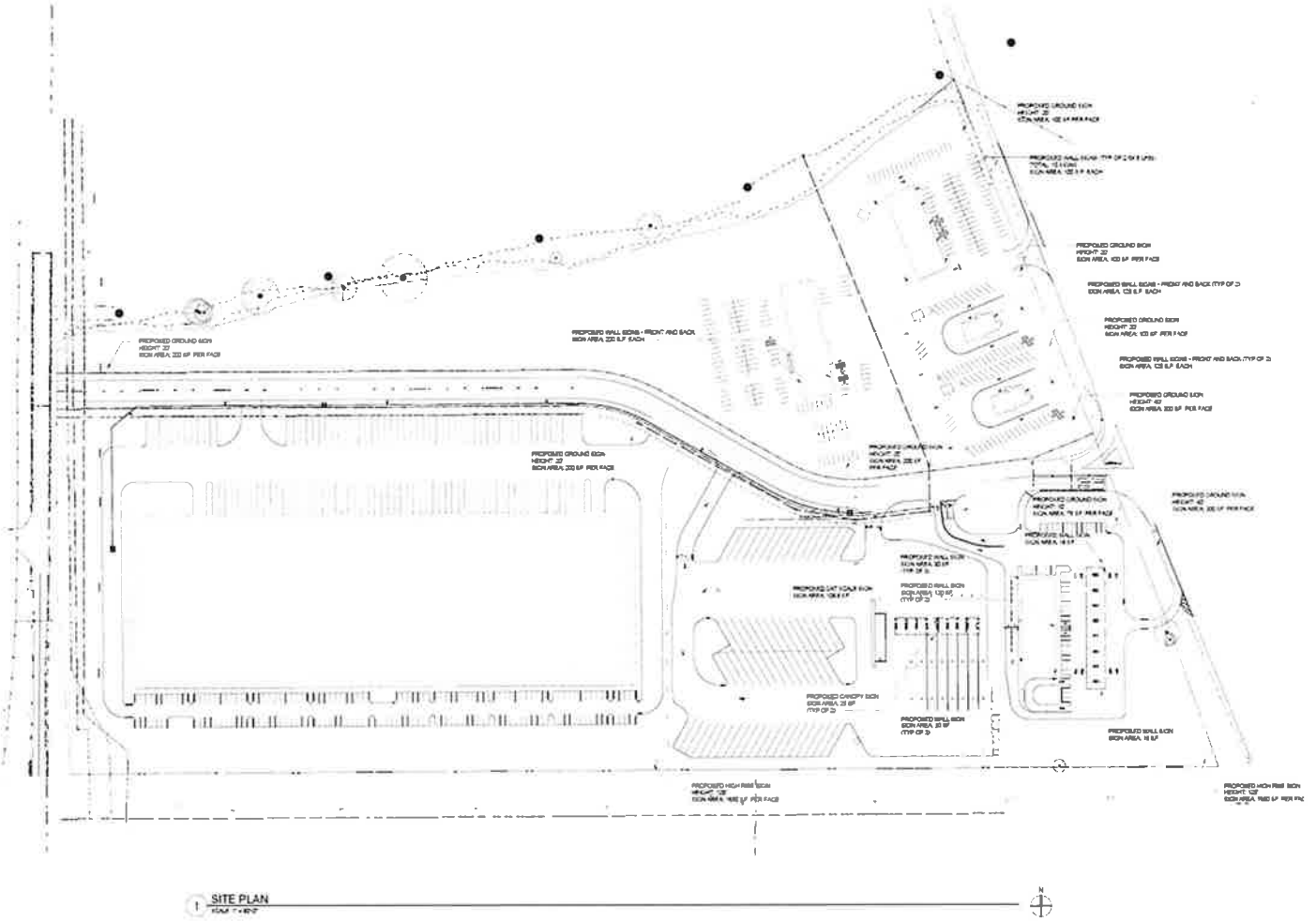


EXHIBIT L
PLANNED COMMUNITY DEVELOPMENT ORDINANCE
LOT 2

ORDINANCE #592H
AN ORDINANCE ANNEXING CERTAIN TERRITORY
LYING NORTH OF INTERSTATE 90, EAST OF TRIPP ROAD
AND WEST OF GENOA ROAD
TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

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

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

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

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

WHEREAS, the legal owners and developers 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 6th day of September, 2022.

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Ayes: .

Nays:

Absent:

Date Passed: .

Date Approved:

Date Published:

Prepared By / Return To:

Michael S. Drella

City Attorney

City of Belvidere

401 Whitney Blvd

Belvidere, Illinois 61008

EXHIBIT A

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

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..

ORDINANCE NO. 593H

**AN ORDINANCE APPROVING
A PRELIMINARY PLAT TITLED
BELVIDERE RETAIL SUBDIVISION**

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

WHEREAS, the applicant, Belvidere Retail, LLC, 5277 Trillium Boulevard, Hoffman Estates, IL 60192 (described in the attached subdivision plat (hereof referenced as Attachment A), has petitioned the City of Belvidere for approval of the preliminary plat titled Belvidere Retail Subdivision.

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

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

1. The plat shall accurately reflect the existing location boundaries of the Crystal Parkway right-of-way.
2. The existing Crystal Parkway right-of-way shall be called out separately than the newly platted right-of-way. The newly platted right-of-way shall have a note stated "Hereby dedicated as right-of-way.
3. Ownership and maintenance responsibility of the detention areas must be included in the final plats.
4. Per Section 151.25(b)(1) of the Belvidere Subdivision Code, names of all current adjoining property owners (including east of Genoa Road) shall be included on the plat.
5. Per Sections 151.25(b)(4) and 151.25(b)(15) of the Belvidere Subdivision Code, the following easements shall be depicted and explained:
 - a. The cross access easement for Lots 3-5
 - b. The realignment of the new watermain
 - c. Utility easements
 - d. The building setback lines shall be removed
6. Per Section 151.25(b)(10) of the Belvidere Subdivision Code, a subsurface drainage study shall be completed and submitted for review.
7. Per Section 151.25(b)(14) of the Belvidere Subdivision Code, outlots (such as Lot 7) shall be lettered, not numbered.

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

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

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

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

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

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

Clint Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____ Nays: _____ Absent: _____

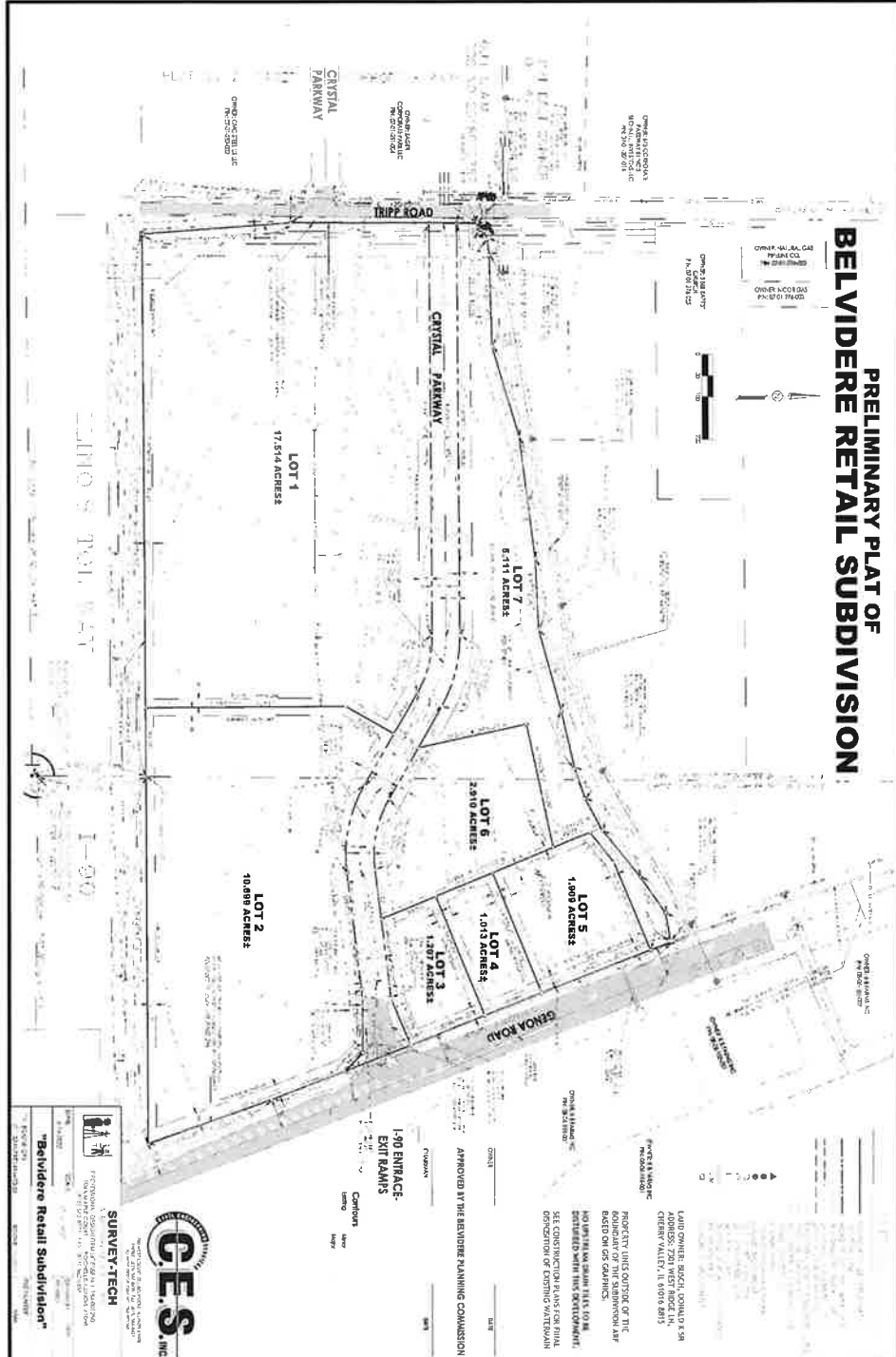
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



ORDINANCE NO. 594H

**AN ORDINANCE APPROVING
A FINAL PLAT TITLED
BELVIDERE RETAIL SUBDIVISION**

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

WHEREAS, the applicant, Belvidere Retail, LLC, 5277 Trillium Boulevard, Hoffman Estates, IL 60192 (described in the attached subdivision plat (hereof referenced as Attachment A), has petitioned the City of Belvidere for approval of the final plat titled Belvidere Retail Subdivision.

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

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

1. The plat shall accurately reflect the existing location boundaries of the Crystal Parkway right-of-way.
2. The existing Crystal Parkway right-of-way shall be called out separately than the newly platted right-of-way. The newly platted right-of-way shall have a note stated "Hereby dedicated as right-of-way.
3. The preliminary plat depicts an existing watermain easement running parallel with Genoa Road. This easement shall also be reflected on the final plat along with recording information.
4. If the existing sanitary sewer easement running through Lot 7 has been vacated then it needs to be stated as such with recording information. If it has not been vacated then it needs to be depicted with recording information.
5. It shall be depicted that the 12-inch watermain running through lots 1 and 2 is being relocated to within the newly dedicated Crystal Parkway right-of-way.
6. The easement provision certificate shall be revised to address the detention area on Lot 2.
7. Sidewalks will be required to be installed along all public right-of-ways adjacent to the plat.
8. A drainage overlay shall be submitted.
9. The cross access easement for Lots 3-5 shall be depicted with an explanation of purpose.
10. The building setback lines shall be removed.

11. Utility and drainage easements shall be depicted on individual lots.
12. Lot 7 shall be renamed outlot A.
13. A stormwater detention easement will need to be provided for the detention pond on Lot 2.
14. Per Appendix A of the Subdivision Code, the Public Works Department certificate block is required.
15. The Planning Commission certificate block shall be removed.
16. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for the development.
17. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the Final Plat or prior to the approval and release of the construction plans for the development by the Director of Public Works.
18. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
19. Unless other arrangements are approved by the City Council, the developer shall pay all normal, customary, and standard permit, inspection, tap-on, connection, recapture, basin, and other fees that are required by the City prior to signing the Final Plat for this subdivision.
20. A stormwater maintenance agreement between the applicant and the City is required prior to the recording of the final plat or issuance of a building permit. The agreement will guarantee that the applicant and all future owners of the property will maintain its stormwater drainage system.
21. The plat shall be in compliance with all applicable codes, ordinances, and agreements.

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

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

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

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

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

Clint Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____ Nays: _____ Absent: _____

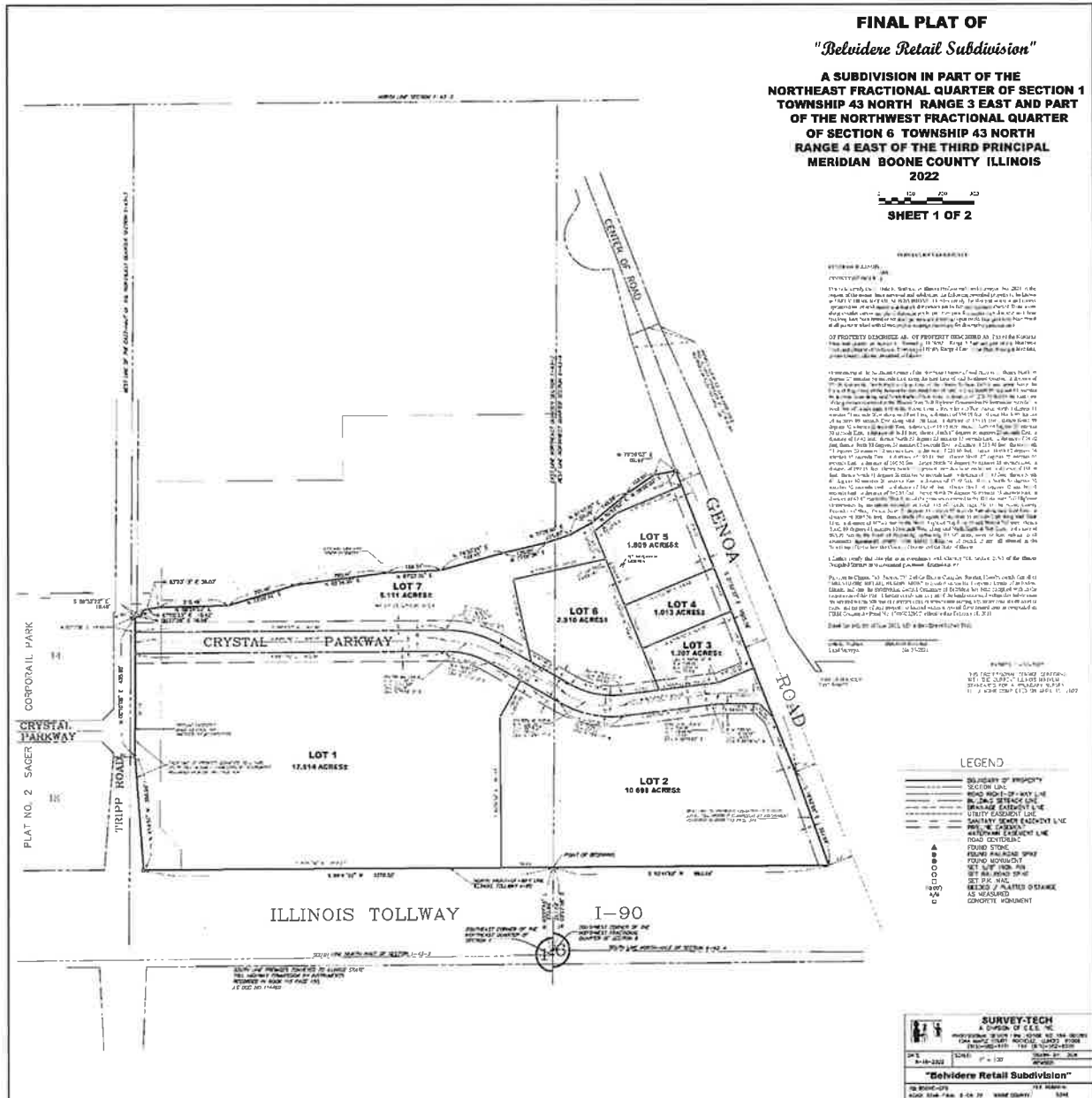
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



FINAL PLAT OF
"Belvidere Retail Subdivision"
A SUBDIVISION IN PART OF THE
NORTHEAST FRACTIONAL 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
2022
SHEET 2 OF 2

OWNER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF BOONE) SS
I, _____, of the County of Boone, State of Illinois, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Boone County, Illinois, on this _____ day of _____, 2022.

DEVELOPER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF BOONE) SS
I, _____, of the County of Boone, State of Illinois, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Boone County, Illinois, on this _____ day of _____, 2022.

DEVELOPER PLANNING COMMISSION'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF BOONE) SS
I, _____, of the County of Boone, State of Illinois, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Boone County, Illinois, on this _____ day of _____, 2022.

CITY PLANNING COMMISSION'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF BOONE) SS
I, _____, of the County of Boone, State of Illinois, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Boone County, Illinois, on this _____ day of _____, 2022.

DEVELOPER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF BOONE) SS
I, _____, of the County of Boone, State of Illinois, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Boone County, Illinois, on this _____ day of _____, 2022.

DEVELOPER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF BOONE) SS
I, _____, of the County of Boone, State of Illinois, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Boone County, Illinois, on this _____ day of _____, 2022.

DEVELOPER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF BOONE) SS
I, _____, of the County of Boone, State of Illinois, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Boone County, Illinois, on this _____ day of _____, 2022.

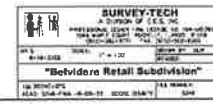
DEVELOPER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF BOONE) SS
I, _____, of the County of Boone, State of Illinois, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Boone County, Illinois, on this _____ day of _____, 2022.

PLATTER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF BOONE) SS
I, _____, of the County of Boone, State of Illinois, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Boone County, Illinois, on this _____ day of _____, 2022.

PLATTER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF BOONE) SS
I, _____, of the County of Boone, State of Illinois, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Boone County, Illinois, on this _____ day of _____, 2022.

Lot	Area	Acres
Total	2022	46.88
PLATTER'S CERTIFICATE	2022	46.88

PLATTER'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF BOONE) SS
I, _____, of the County of Boone, State of Illinois, do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Boone County, Illinois, on this _____ day of _____, 2022.



ORDINANCE #595H

**AN ORDINANCE GRANTING A ZONING DISTRICT CHANGE
FROM RH, RURAL HOLDING DISTRICT
TO PB, PLANNED BUSINESS DISTRICT
(Between Tripp and Genoa Roads north of I-90)**

WHEREAS, a written application has been made by the applicant, Belvidere Retail, LLC, 5277 Trillium Boulevard, Hoffman Estates, IL 60192 on behalf of the property owner Donald K. Busch, Sr., 7301 W. Ridge lane, Cherry Valley, IL 61016 to obtain a zoning district change from RH, Rural Holding District to PB, Planned Business District pursuant to applicable provisions of the Zoning Ordinance (Chapter 150 of the Belvidere Municipal Code) of the City of Belvidere, Illinois; and,

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

WHEREAS, after due notice the Planning and Zoning Commission held a public hearing on August 9, 2022 to consider the zoning map amendment and has transmitted its findings of fact and recommendation on the matter to the City Council; and,

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

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

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

Lots 2-7 of the proposed Belvidere Retail Subdivision (available for review at the Community Development Department, 401 Whitney Boulevard, Suite 300, Belvidere, IL 61008 during regular business hours). Part of PINs: 08-06-100-003 and 07-01-276-004

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

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

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

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

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

Clinton Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____

Nays: _____

Absent: _____

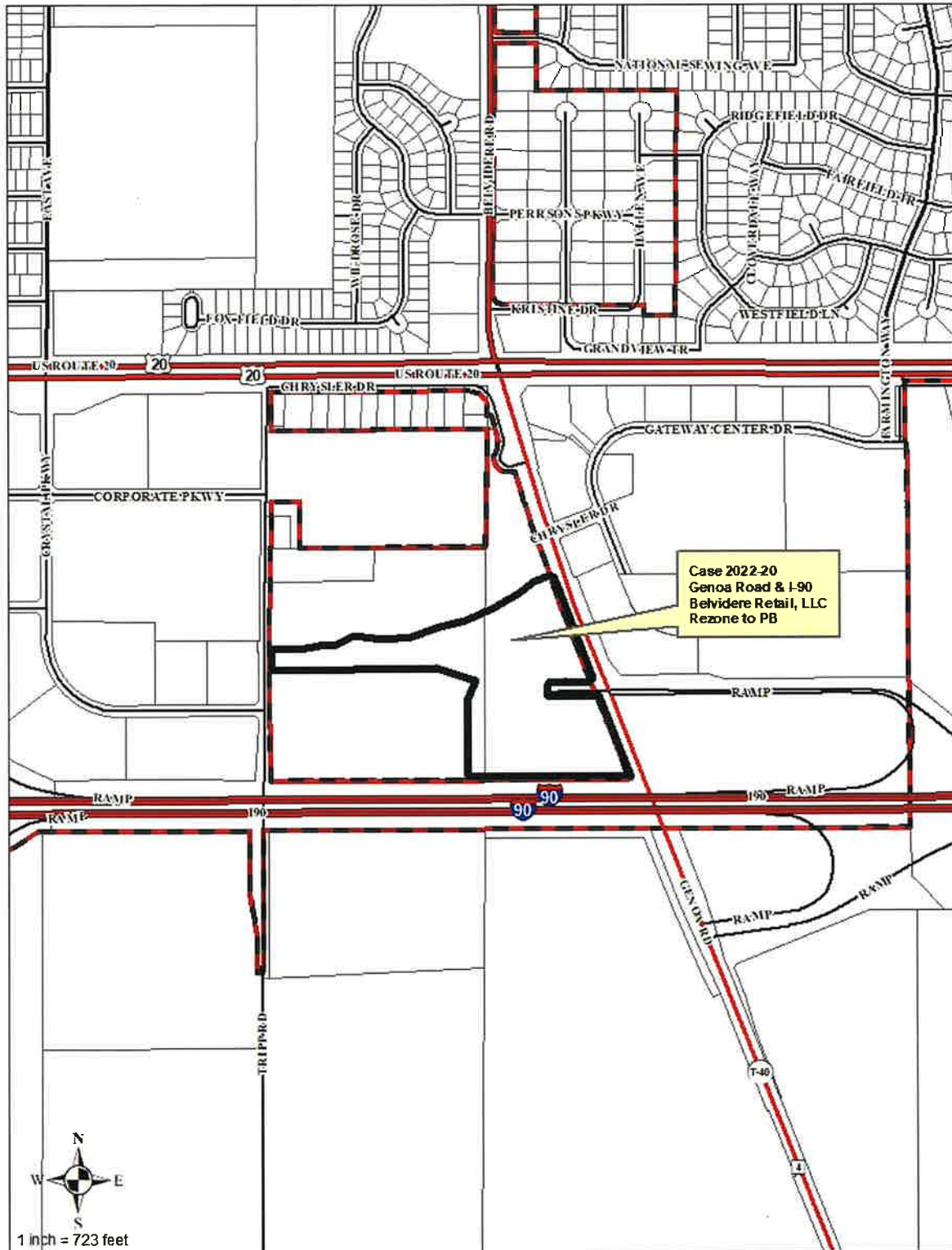
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



ORDINANCE #596H

**AN ORDINANCE GRANTING A ZONING DISTRICT CHANGE
FROM RH, RURAL HOLDING DISTRICT
TO PI, PLANNED INDUSTRIAL DISTRICT
(Between Tripp and Genoa Roads north of I-90)**

WHEREAS, a written application has been made by the applicant, Belvidere Retail, LLC, 5277 Trillium Boulevard, Hoffman Estates, IL 60192 on behalf of the property owner Donald K. Busch, Sr., 7301 W. Ridge lane, Cherry Valley, IL 61016 to obtain a zoning district change from RH, Rural Holding District to PI, Planned Industrial District pursuant to applicable provisions of the Zoning Ordinance (Chapter 150 of the Belvidere Municipal Code) of the City of Belvidere, Illinois; and,

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

WHEREAS, after due notice the Planning and Zoning Commission held a public hearing on August 9, 2022 to consider the zoning map amendment and has transmitted its findings of fact and recommendation on the matter to the City Council; and,

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

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

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

Lot 1 of the proposed Belvidere Retail Subdivision (available for review at the Community Development Department, 401 Whitney Boulevard, Suite 300, Belvidere, IL 61008 during regular business hours). Part of PINs: 08-06-100-003 and 07-01-276-004

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

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

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

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

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

Clinton Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____

Nays: _____

Absent: _____

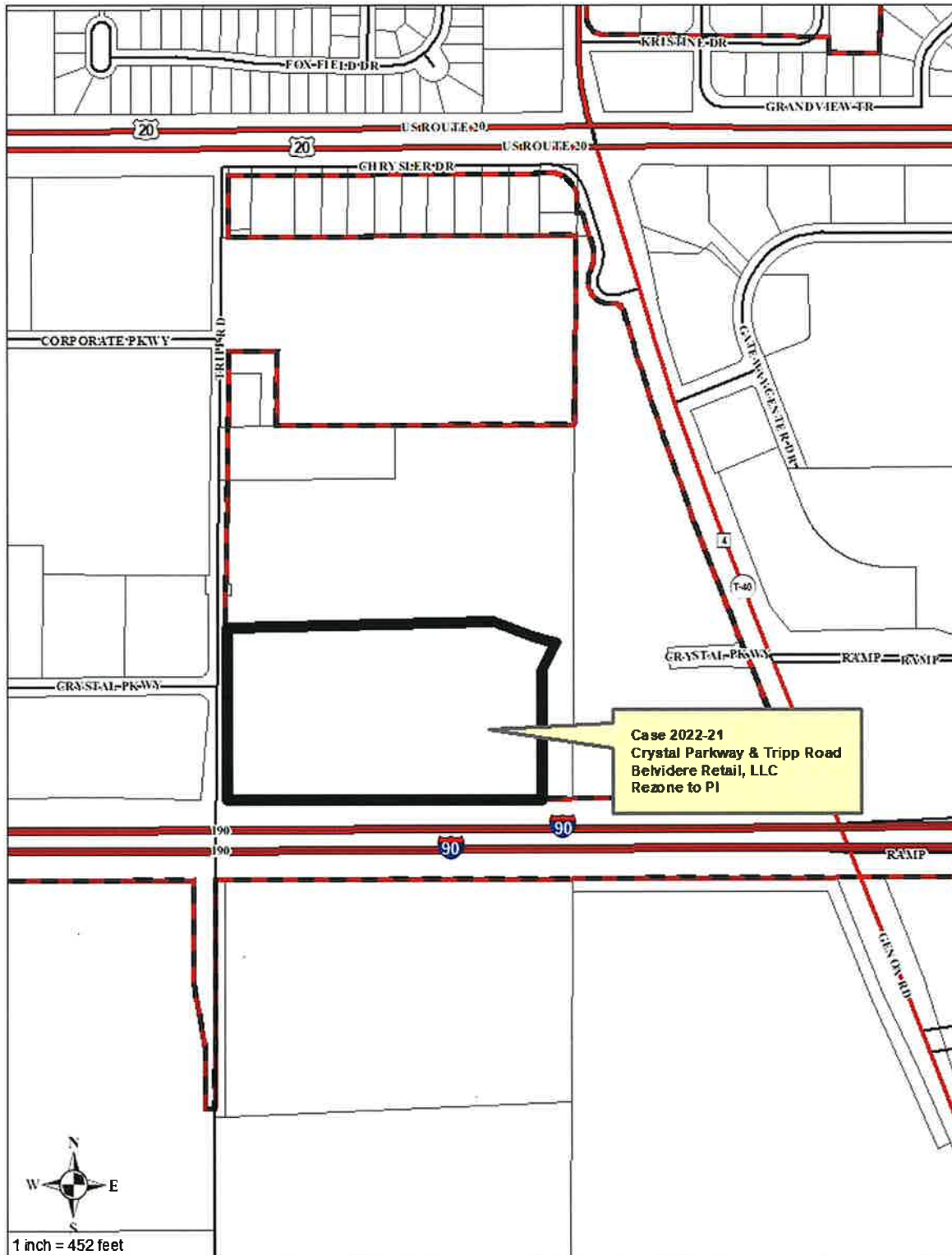
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



ORDINANCE NO. 597H

**AN ORDINANCE GRANTING A SPECIAL USE
TO ALLOW A PLANNED DEVELOPMENT
WITHIN THE PB, PLANNED BUSINESS DISTRICT
(SW Crystal Parkway and Genoa Road)**

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

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

WHEREAS, The applicant, OM Belvidere Group, LLC, 5277 Trillium Boulevard, Hoffman Estates, IL 60192 on behalf of the property owner Donald K. Busch, Sr., 7301 W. Ridge Lane, Cherry Valley, IL 61016 is requesting a special use to permit a planned development to construct a truck stop with drive-through windows, murals and additional signage and lighting levels; and

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the City of Belvidere Planning and Zoning Commission held a public hearing on August 9, 2022 concerning the proposed Special Use; and,

WHEREAS, the City of Belvidere Planning and Zoning Commission having examined the application and having considered the evidence, both oral and documentary and being fully advised about the premises did make findings of fact and a recommendation; and,

WHEREAS, the corporate authorities of the City considered the findings of fact and concur with the recommendation of the Planning and Zoning Commission,

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

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

Section 2. That a Special Use in the PB, Planned Business District for a planned development on the property depicted in Attachment A and legally described as:

Lot 2 of the proposed Belvidere Retail Subdivision (available for review at the Community Development Department, 401 Whitney Boulevard, Suite 300, Belvidere, IL 61008 during regular business hours). Part of PINs: 08-06-100-003 and 07-01-276-004

is hereby approved, subject to the following conditions:

1. The Planned Development shall be developed in substantial conformance with the site plan dated 6/2021 unless otherwise noted. (Attachment B)
2. The curb cut entrance off of Genoa Road is not guaranteed and is subject to the approval by all agencies with jurisdiction of that portion of Genoa Road or having any jurisdictional control.
3. The exit off of Crystal Parkway between Genoa Road and the main entrance/exit to the property is not guaranteed and is subject to the approval by all agencies with jurisdiction of that portion of Crystal Parkway or having any jurisdictional control.
4. There shall be a stormwater easement for the detention area shown on the site plan
5. A full final site plan shall be submitted to staff (building, public works, police, fire, planning, etc.) for review and subject to final approval prior to the issuance of building permits.
6. The planned development is granting only the following flexible standards: Sections 150.105(C)(4)(B)(2) allowing for in-vehicle sales or service and indoor commercial entertainment (fueling station, drive-through lanes and video gaming), 150.704(F)(7) allowing for parking spaces smaller than 180 square feet (162 square feet), 150.707(3)(A) allowing for lighting levels greater than 0.50 foot-candles at the property line (6.9 foot-candles), 150.712(C)(3) allowing for a fence in the front yard greater than 4 feet tall (7 feet tall), Table 150.1007(A)(1) allowing for a sign greater than 40 feet tall and 150 square feet (125 feet tall, 1,650 square feet in size on south side of property), Table 150.1007(A)(1) allowing for a sign greater than 150 square feet (300 square feet on north side of property), Table 150.1007(B)(1) allowing for more than two signs per wall (4 signs per wall), 150.1010 allowing for off-site signage (on south side of property), 150.1012(A)(1) allowing a mural (on fueling station)

Section 3. That the premises shall be used in accordance with and subject to the applicable provisions of the Zoning Ordinance of the City of Belvidere and shall not be used except as may otherwise be expressly authorized by the applicable law and the special use.

Section 4. That acceptance of any of the benefits of this Special Use shall be deemed acceptance of all the terms and conditions set forth herein.

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

Section 6. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 7. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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

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

Clinton Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: ____ Nays: ____ Absent: ____

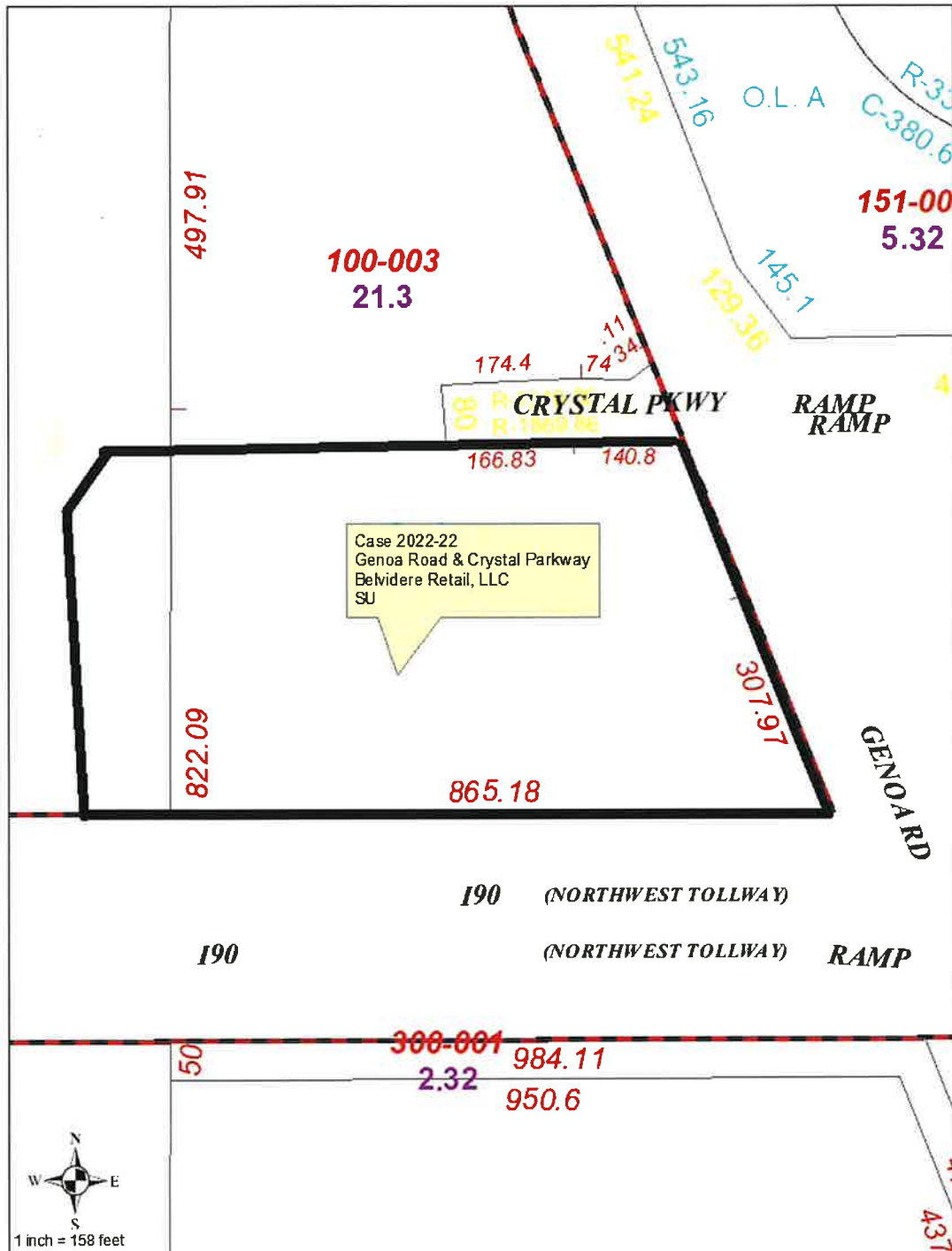
City Council Members Voting Aye: ____

City Council Members Voting Nay: ____

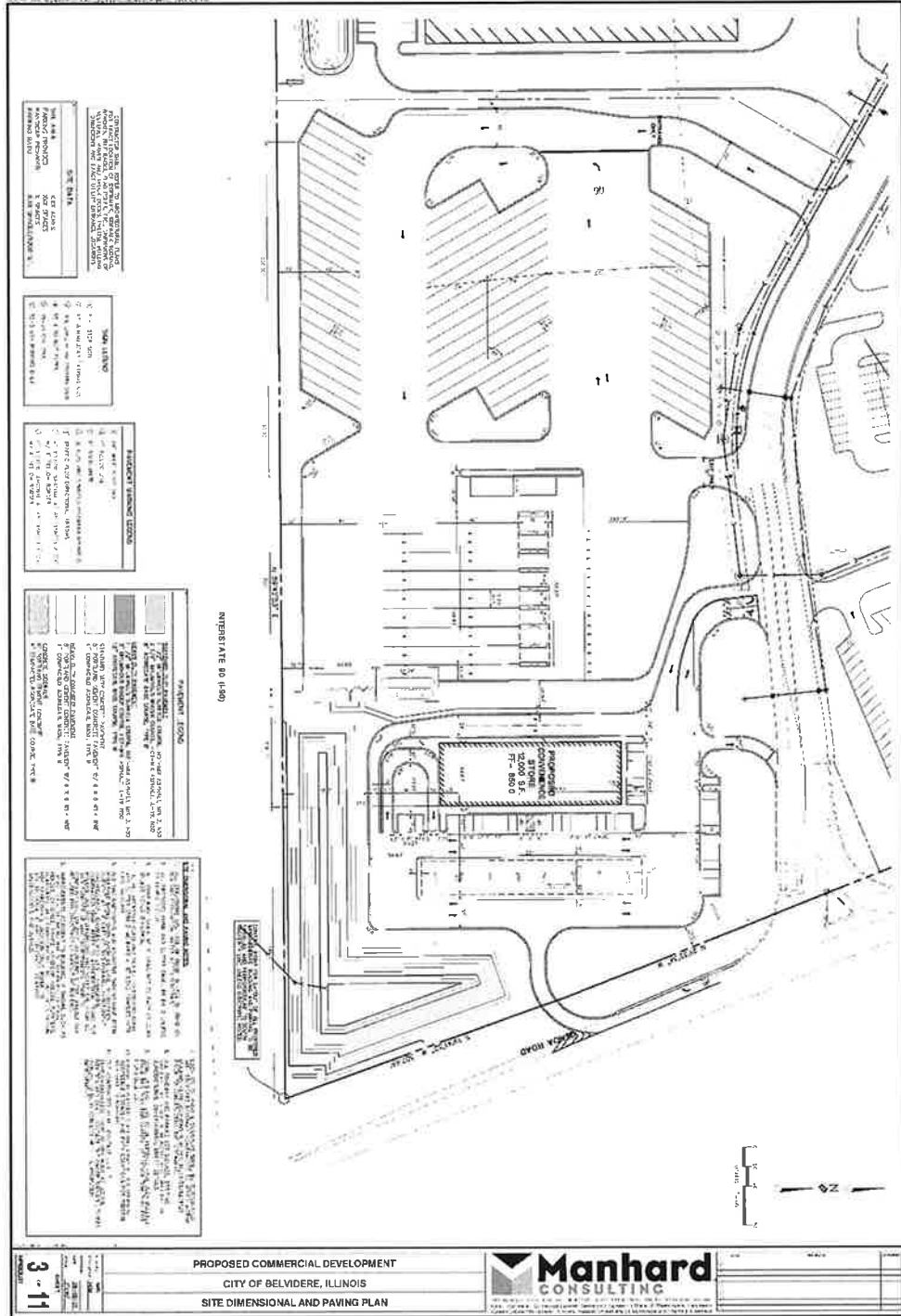
Date Published:

Sponsor: _____

ATTACHMENT A



ATTACHMENT B



The image contains several architectural drawings for a retail petroleum facility. At the top, there are two elevation views of a building. The left elevation shows a brick building with a 'Speed Trac' sign and a canopy. The right elevation shows a similar view from a different angle. Below these are two more elevation views, one showing a side view of the building and another showing a close-up of a canopy structure. A site plan is located at the bottom right, showing the building's footprint and surrounding areas. The drawings include various annotations and labels such as 'SPEED TRAC SIGN', 'CANOPY', 'ELEVATION', and 'SECTION'. A legend is provided at the bottom left, and a title block is at the bottom center.

Legend:

ISSUE	DATE	BY	CHKD BY
ISSUED FOR PERMIT	11/12/2020
REVISED
...

Title Block:

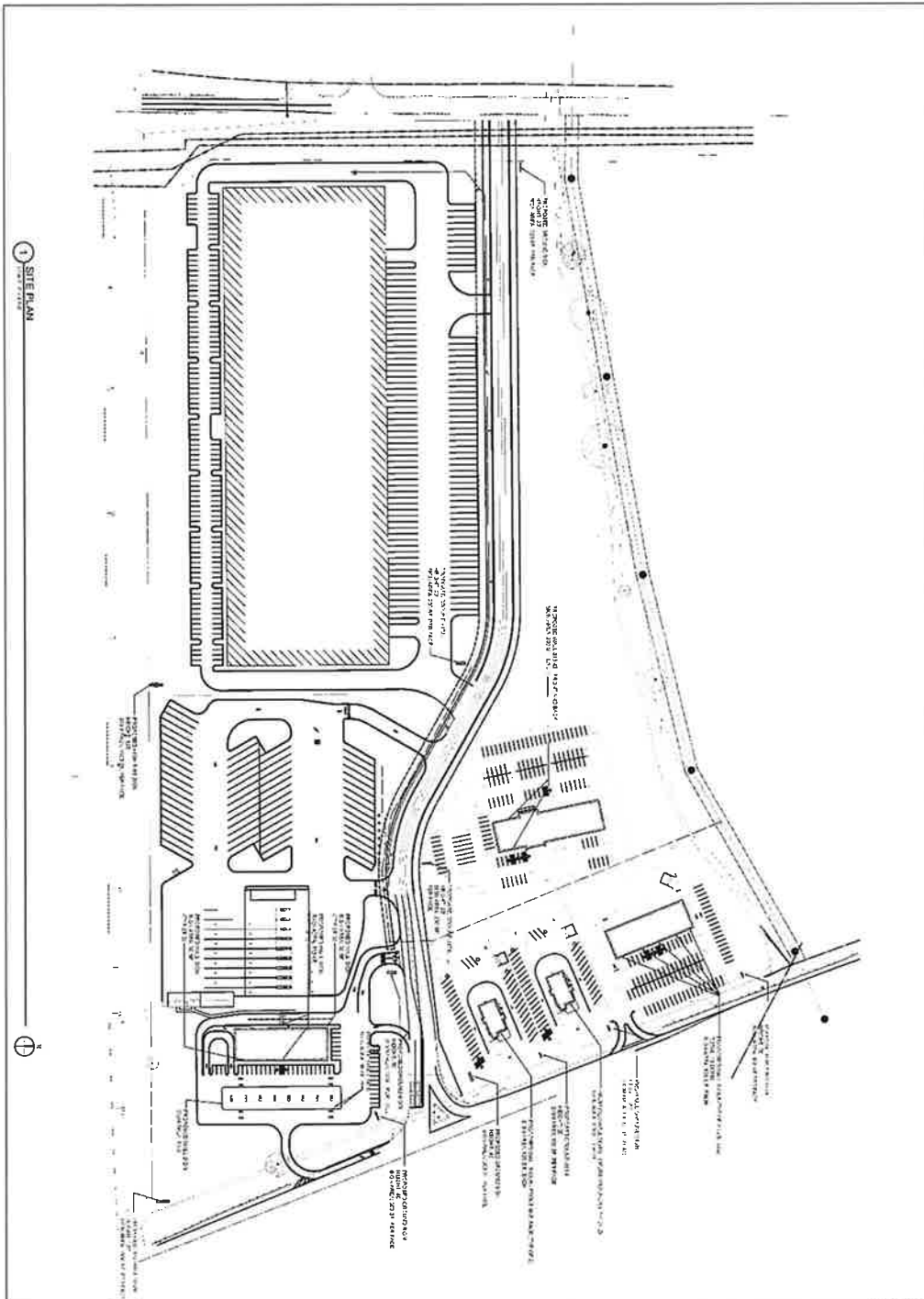
WT GROUP
Engineering, Architecture, Planning, and Construction
10000 W. 10th Avenue, Suite 100
Denver, Colorado 80202
Tel: 303.751.1000
www.wtgroup.com

WT Group
Engineering, Architecture, Planning, and Construction

Speed Trac

CONCEPTUAL SUBMITTAL
RETAIL PETROLEUM FACILITY
GONDA ROAD & H-10
BELLVUE, COLORADO 81108
OM GROUP

A101
ARCHITECTURE
PLANNING
ENGINEERING
LAND SURVEY



1 SITE PLAN

2

A005.0

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

Speed Trek

BELVIDERE C-STORE
 GENOA ROAD & I-90
 BELVIDERE, ILLINOIS 61008
 SPEED TREK

WT Group

WT GROUP
 8000 N. 1st St., Suite 100
 Chicago, IL 60630
 Tel: 773.291.1000
 Fax: 773.291.1001
 www.wtgroup.com

ORDINANCE #598H
AN ORDINANCE AMENDING SECTION 110-91, STOP STREETS,
OF THE CITY OF BELVIDERE MUNICIPAL CODE
TO ADD THE INTERSECTION AT WEST HARRISON STREET
AND RUBY STREET AS A FOUR-WAY STOP

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

SECTION 1: Section 110-91, Stop Streets, of the City of Belvidere Municipal Code is hereby amended to add the intersection of West Harrison St. and Ruby St. as a four-way stop intersection:

West Harrison St.	Ruby Street	All Directions 4 Way Stop	
-------------------	-------------	------------------------------	--

SECTION 2: The Official Traffic Regulation Map shall be amended in conformance with this Ordinance.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

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

Voting Aye:

Voting Nay:

Absent:

APPROVED:

Mayor Clinton Morris

ATTEST:

City Clerk

(SEAL)

Passed:
Approved:
Published:

LULAC Belvidere Council 5303
(League of United Latino American Citizens)
August 23, 2022

Lydia Gonzalez, President

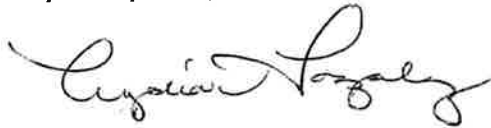
Dear Ms. DelRose

Please find six (6) pages for a request to use the city parking lot #10 for a farmers' & craft market.

Included are the following: Plan Description, Preliminary Ad on Facebook, Diagram of Numbered City Parking Lots, Bird's eye view of Lot #10 & Lot #5, Labeled Vendor Stations Including Parking & Customer Parking, Hand Drawn Diagram of Vendor Tents & Center Stations for Vendor Pickup Trucks.

I apologize for the delay in Plan but my husband took a turn for the worse when he had back surgery. However, we look forward to hearing from your office with an approval.

Thank you very much,

A handwritten signature in black ink, appearing to read "Lydia Gonzalez". The signature is written in a cursive, flowing style.

Lydia Gonzalez

Request Permission to Use Lot#10 and the Community Garden Area Land Plot, August 22, 2022

What: Farmers & Craft Market – Each Sunday in September from 1PM – 4 PM

Why: Economic Empowerment Latino Sector

To: Gina DelRose, Community Development Planner, City of Belvidere

From: Lydia Gonzalez, President – LULAC Belvidere Council 5303, League of United Latino American Citizens of Belvidere, 815-988-4125.

Description(s):

Market Location: City-owned parking lot#10 in front of City Hall Description: The market was initiated to provide economic empowerment to the Latino community; thereby, LULAC with the support from the City of Belvidere, may help all sectors of the community to hopefully continue operating for additional years to come —with the first of those years taking place in parking lot#10.

Nearby businesses in the downtown district may appreciate the market being in this location to see an increase in business when the market is open.

No streets are closed during market hours, 1PM – 4PM which allows for the normal flow of traffic.

*Drawing(s) are not to scale

Vendors: Are allowed to park in front of their tent/booths so they may utilize their vehicles for extra storage, change, and other conveniences.

Vendor stalls are placed next to each other providing each vendor 2 parking spaces for easy foot traffic and ability to move freely and have a panoramic view of their station. Each stall has been given an ID # to allow for easy identification for vendors when setting up.

Additional vendor booths will be placed in the plot of land/yard adjacent to Main Street.

Vendors are asked to make a friendly donation to LULAC Belvidere Council 5303 for the opportunity to sell their product.

General Information: will be an easy-to-find table with red-checkered table cloth under tent and marked General Information.

The market will only be held open for three (3) hours which would not require provision of portable toilets.

Traffic: All entrances will remain open to the market. Traffic cones prevent people parking in the lot before the market opens and from driving into the market when it is open.

Cones will help to designate Vendor parking, and the unmarked parking spaces allow customers an easy access from parking lot(s)—and to allow for an escape route in the case of an emergency.

Customer parking is available in two lots, the North side of Lot#10 and all of Lot#5, the northside of the railroad tracks and end of block from market location.



Muy Pronto...

El Mercado

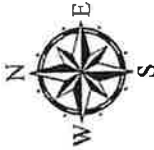
FRUTAS, VEGETALES, ARTESANIA





SI LE GUSTARIA VENDER SU COSECHA DE VEGETALES FRUTAS ARTESIA ETC POR
FAVOR DE CONTACTARSE CON NOSOTROS

LYDIA 815-988-4125 NANCY, 815-519-1765

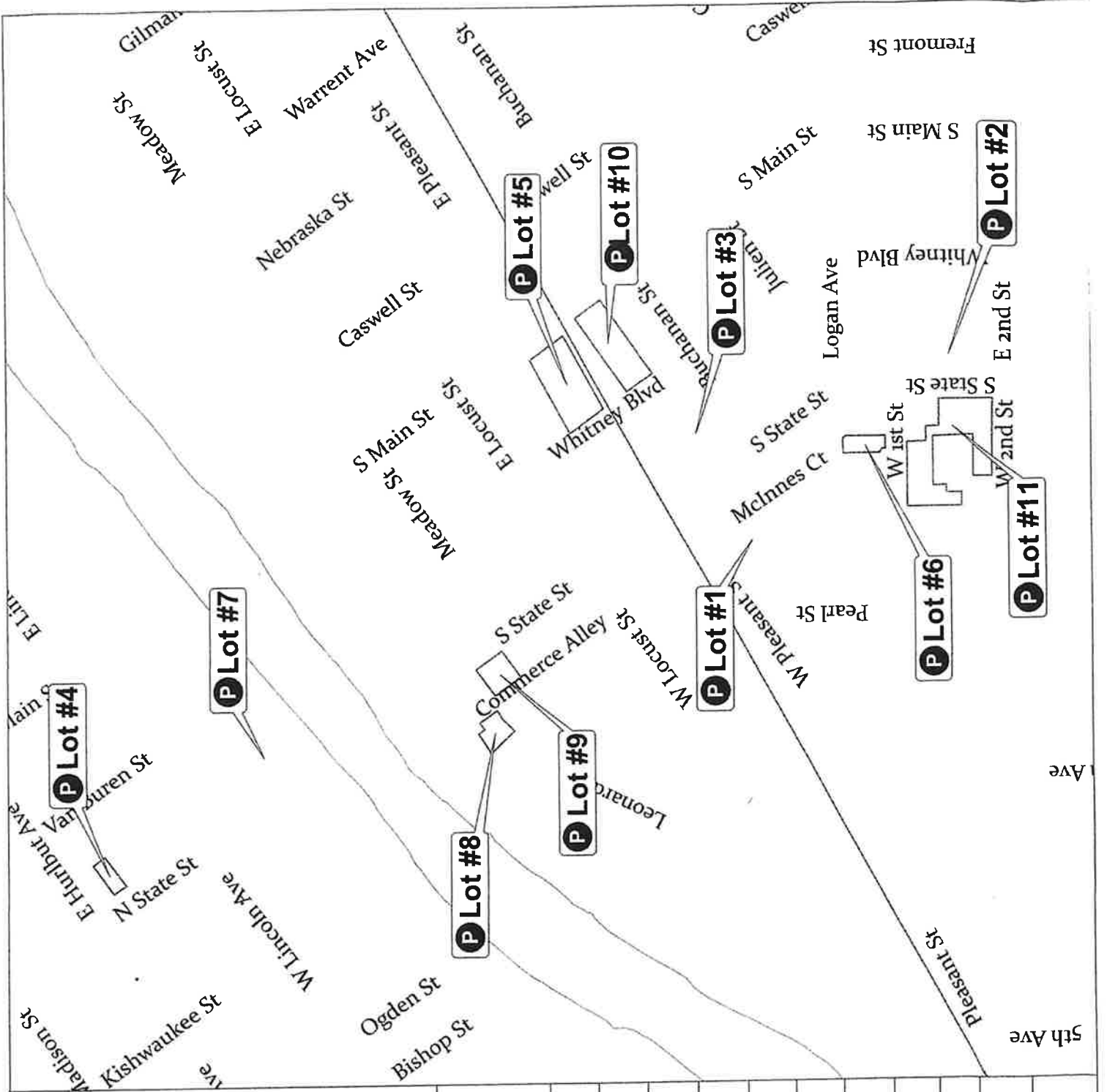
Belvidere Municipal Permit Parking



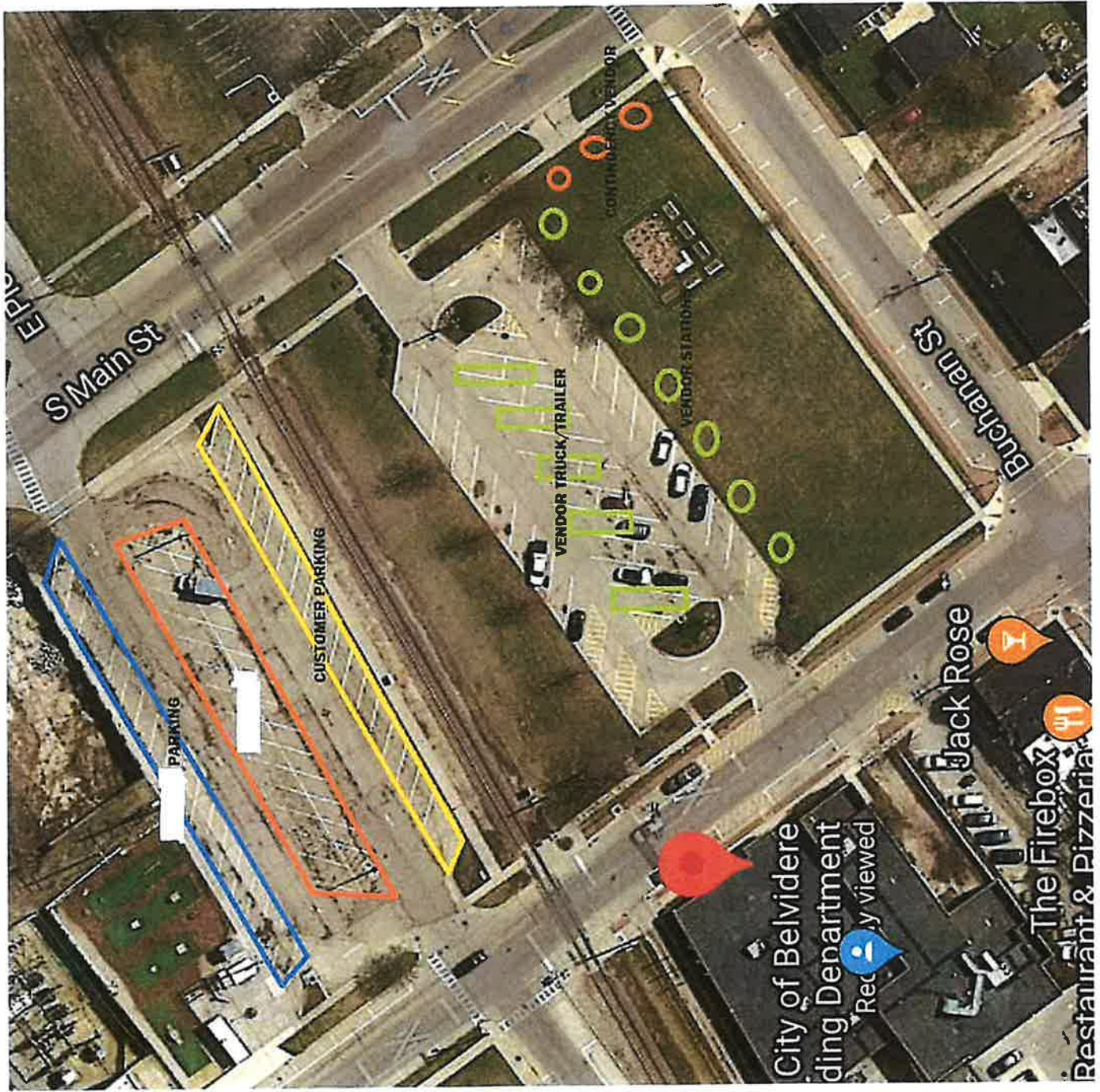
 Non-Permit Parking

 Permit Parking Available

Lot Number	Total # of Spaces	Reserved Spaces	Spaces Taken
1	28	12	10
2	50	15	1
3	41	9	9
4	9	-	-
5	62	-	-
6	9	9	9
7	25	11	11
8	28	-	-
9	20	-	-
10	46	-	-
11	99	-	-







S Main St

Buchanan St

PARKING

CUSTOMER PARKING

VENDOR TRUCK/TRAILER

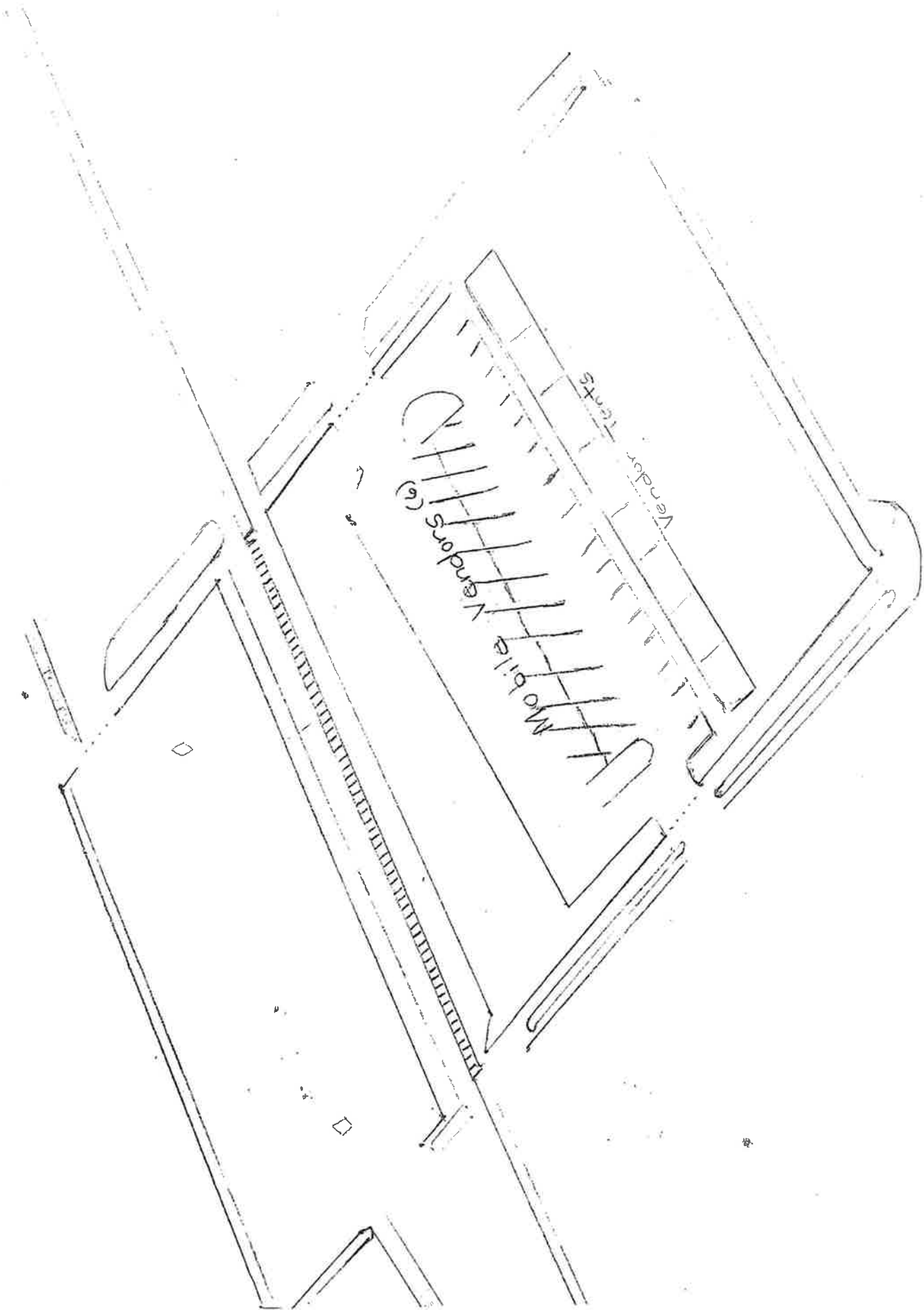
VENDOR STATION

CONTINUOUS VENDOR

City of Belvidere
Planning Department
Recently viewed

Jack Rose

The Firebox
Restaurant & Pizzeria



Gina Delrose

From: miguel fajardo <mfajardo2000@yahoo.com>
Sent: Wednesday, August 24, 2022 3:52 PM
To: Gina Delrose
Subject: September 16th
Attachments: sep16 plan.pdf

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

Good afternoon Gina, we are sending you a copy of the plan we put together, and the information of our event on September 16th, 2022.

If possible we would like for you to help us with four or six garbage cans and any other help you can provide will be great.

Date: Friday September 16, 2022

Time: 4pm-9pm

Plan description:

1. STAGE
- 2.. LICENSED FOOD TRUCKS
3. VENDORS
4. OPEN SPACE
5. KIDS BOUNCERS

This will be our first year celebrating the Mexican Independence Day in our beautiful Belvidere, we're not sure on how many people will show up, but we're expecting about 100. We are willing to make changes to our plan for everyone's safety.

Sincerely,

Miguel Fajardo
Rosa Martinez

