



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

Alderman Clayton Stevens	Vice Chairman Public Works
Alderman Tom Porter	Chairman Building, Planning & Zoning
Alderman Daniel Snow	Co-Chairman City-County
Open Seat	Vice-Chairman Finance and Personnel
Alderman Wendy Frank	Vice Co-Chairman City-County
Alderman Thomas Ratcliffe	Chairman Finance and Personnel
Alderman George Crawford	Chairman Public Safety
Alderman Mike McGee	Vice Chairman Building, Planning & Zoning
Alderman Marsha Freeman	Chairman Public Works
Alderman Ric Brereton	Vice Chairman Public Safety

AGENDA

Tuesday, November 12, 2019

6:00 p.m.

City Council Chambers, 401 Whitney Blvd. Belvidere, Illinois

Call to Order: Mayor Chamberlain:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business: None.
3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

- (A) Leaf Machine Replacement – Street Department.
- (B) Appleton Forcemain Extension – Change Order.
- (C) Sluice Gate Replacement – WWTP Main Equipment Building.
- (D) Urban & Community Forestry Grant Award.
- (E) Hardeman Annexation Agreement Amendment.

5. Other:

- (A) Cannabis Regulation and Tax Act/Drug Free Workplace Ordinance.

6. Adjournment:

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 11/5/2019  
**Re:** Leaf Machine Replacement – Street Department

---

The current Street Department budget includes \$85,000 in the capital line item for the purchase of a new snow blower. We have reviewed several new snow blowers and determined that a new blower that will best fit our needs will be in the \$150,000 price range. Because of this additional cost, I am recommending that we modify our capital plan by delaying the purchase of a new snow blower until next year's budget and move the purchase of a new leaf machine from next year to the current budget.

We have received the following bids for a new leaf machine:

- |   |                     |             |
|---|---------------------|-------------|
| 1. R.N.O.W. Inc<br>8636R West National Avenue<br>West Allis, WI 53227 | Dinkmar Curb Runner | \$61,425.00 |
| 2. Bonnell Industries   | Titan Pro           | \$64,313.00 |

The new leaf machine will replace a home built leaf machine that was put together by the Street Department during the summer of 1999 when the leaf ban went into effect.

I would recommend approval of the low bid from R.N.O.W. Inc, for a Dinkmar Curb Runner leaf machine, in the amount of \$61,425.00. This equipment will be paid for from the Street Department Capital Fund (#41-5-752-8200).

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 11/5/2019  
**Re:** Appleton Forcemain Extension – Change Order

---

Apollo Trenchless began the Appleton Road Forcemain Extension Project using a jetting assembly to make the borehole for the sanitary sewer extension under the Kishwaukee River to the WWTP. At approximately 100 feet, Apollo has encountered rock cobble which was not indicated on the soil borings that were done for this project. In order to get through the cobble and stay on grade, Apollo will need to change from a jetting assembly to an air hammer assembly which will require more time and effort to complete the borehole.

Apollo has submitted a change order request in the amount of \$32,919.50 to cover the additional cost of the air hammer method of constructing the borehole. The change order has been reviewed and recommended for approval by CES, our engineer on this project. The original contract amount for this project is \$335,924.00.

I would recommend approval of Change Order #1 from Apollo Trenchless, in the amount of \$32,919.50, for the Appleton Forcemain Extension. This work will be paid for from Sewer Connection Fees #0510.



# Change Order

P.O. Box 928  
Lombard, IL 60148  
(630) 816-8791

Company: <u>City of Belvidere</u>
Attn: <u>Brent Anderson</u>
Address: <u>401 Whitney Blvd</u>
Address: <u>Suite 100</u>
City: <u>Belvidere</u> State: <u>IL</u> Zip: <u>61008</u>

Job Num: <u>11175</u> CO Num: <u>001</u>
Contract: _____ CO Date: <u>10/28/2019</u>
Project: <u>Forcemain Extension VFW to</u>
<u>Wastewater Treatment Plant</u>

The contract is changed as follows:

Increase in cost of HDD river crossing to drill pilot hole using an Air Hammer due to ground conditions not being suitable for use of a jetting assembly.

The original contract amount was: \$335,924.00

The net change by previously authorized change orders: \$0.00

The contract amount prior to this change order was: \$335,924.00

The contract will be  increased,  decreased,  unchanged by this change order in the amount of: \$32,919.50

The new contract amount including this change order will be: \$368,843.50

The contract time will be  increased,  decreased,  unchanged by ( ) day(s).

The date of substantial completion as of the date of this change order therefore is

Apollo Trenchless, Inc.  
CONTRACTOR (Typed name)

City of Belvidere  
OWNER (Typed name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Aaron Cohen  
BY

\_\_\_\_\_  
BY

10/28/2019  
DATE

\_\_\_\_\_  
DATE

**Estimate Summary**

Apollo Trenchless, Inc.

Job Code: 11175

Description: Belvidere - Forcemain Extension VFW to Wastewater Treatment Plant



**Cost Item**

CBS Position Code	Quantity UM	Description	Hours	Hours/UM	Cost Source	Unit Cost	Total Cost
8.4.4	1,024.00 LF	Pilot Bore with Air Hammer	40.00	0.04	Detail	32.15	32,919.50
8.4.4.1	2.00 Load	Mobilize Equipment	8.00	4.00	Detail	519.70	1,039.41
<b>Resource Code</b>	<b>Description</b>	<b>Hours</b>	<b>Quantity UM</b>	<b>Unit Cost</b>	<b>Total Cost</b>		
LTD4	Truck Driver (6 axes)	8.00	1.00 Each (hourly)	71.93	575.41		
TD019	6 Wheel Dump Truck	8.00	1.00 Each (hourly)	40.00	320.00		
TR008	Twin Axle Air Brake Trailer	8.00	1.00 Each (hourly)	18.00	144.00		
8.4.4.2	1.00 LS	Rent Hammer	0.00	0.00	Quote	4,500.00	4,500.00
<b>Awardee: Trenchless Rental Solutions</b>							
8.4.4.3	1.00 LS	Purchase Drill Bit	0.00	0.00	Quote	1,000.00	1,000.00
<b>Awardee: Trenchless Rental Solutions</b>							
8.4.4.4	2.00 Week	Rent Air Compressor (1200 cfm)	0.00	0.00	Quote	2,287.00	4,574.00
<b>Awardee: United Rentals</b>							
8.4.4.5	5.00 Day	Air Hammer Technician	0.00	0.00	Detail	835.00	4,175.00
<b>Resource Code</b>	<b>Description</b>	<b>Hours</b>	<b>Quantity UM</b>	<b>Unit Cost</b>	<b>Total Cost</b>		
UPERDIEM-SSUB	Per Diem Expense (per man, per day)		5.00 Day	75.00	375.00		
	Steering Hand Sub						
	Technician, Travel Day		3.00 Each	600.00	1,800.00		
	Technician, Work Day		2.00 Each	1,000.00	2,000.00		
8.4.4.6	1,024.00 LF	Pilot Bore with Air Hammer	32.00	0.03	Detail	17.22	17,631.10
<b>Resource Code</b>	<b>Description</b>	<b>Hours</b>	<b>Quantity UM</b>	<b>Unit Cost</b>	<b>Total Cost</b>		
LOP01	Operator: Grp1 (Crane, Excavator, Grader, Mechanic, Plant Operator)	32.00	1.00 Each (hourly)	105.91	3,389.21		
LOP05	Operator: Grp5 (Bobcats, Oiler, HDD)	32.00	1.00 Each (hourly)	98.77	3,160.49		
LL04	Laborer: Grp4 (Raker, Luteman)	32.00	1.00 Each (hourly)	87.29	2,793.39		
MD020	American DD50	32.00	1.00 Each (hourly)	60.00	1,920.00		
ML030	Hough Front End Loader	32.00	1.00 Each (hourly)	65.00	2,080.00		
TC032	Mechnics Truck	32.00	1.00 Each (hourly)	25.00	800.00		
TR001	Triple Axle Trailer	32.00	1.00 Each (hourly)	9.00	288.00		
TR009	Semi Trailer (DD50 Fld Pck)	32.00	1.00 Each (hourly)	60.00	1,920.00		
TT027	Fifth Wheel Tractor	32.00	1.00 Each (hourly)	40.00	1,280.00		
<b>Report Total:</b>			<b>40.00</b>				<b>32,919.50</b>

Category	Total
Labor	9,918.50
Owned Equipment	8,752.00
Subcontract	13,874.00
Allowance	375.00



QUOTE NO.: **101119DY01**

COMPANY: Apollo Trenchless Inc.

DATE: 10/11/2019

ADDRESS: 3317 E Bell Rd., # 101 -106

ATTN: aaron cohen

CITY / STATE: Phoenix, AZ 85032

E MAIL: <aaroncohen@apollotrenchless.com>

PHONE: 630-816-8791 FAX: \_\_\_\_\_

MOBILE: \_\_\_\_\_

QUANTITY	DESCRIPTION	EACH UNIT	RENTAL PRICE
<b>Monthly Rental Items:</b>			
1	4" Air Hammer with slant-faced bit, sonde chamber and bent sub	\$4,500.00	\$4,500.00
1	Air- Hammer support station	\$1,000.00	\$1,000.00
	Tech - Support \$1,000 per work day, \$600 travel / non- work day / plus expenses		\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Purchase Only Items:</b>			
			\$0.00
			\$0.00
<b>Total Monthly Rental:</b>			<b>\$5,500.00</b>
<b>Purchase Only Items:</b>			<b>\$0.00</b>
<b>Shipping and Handling:</b>			
<b>Total Due Before Ship:</b>			<b>\$5,500.00</b>

AVAILABILITY: **IN STOCK**

ORDER PROCESSING WILL START UPON RECEIPT OF SIGNED ORDER ACCEPTANCE (BELOW) OR RECEIPT OF DEPOSIT (IF APPLICABLE). WHICHEVER ARRIVES LAST.  
 Signed: x \_\_\_\_\_ Date: \_\_\_\_\_

**PAYMENT TERMS:**  
 All prices are in US dollars. The total above does not include any sales taxes, duties, or customs charges.

**Due Upon Receipt**

QUOTED BY: *Donnie Yokum*



Authorized Barbco Dealer

**CONTACT US AT:**

Mobile: (330) 452-1928  
 PHONE: (844) 333-2754  
 FAX- (330) 956-5529

E-MAIL- dyokum@trs.rent  
 WEB SITE- www.trs.rent

CAT. CLASS CODE: 100-4400



## Towable Air Compressor, 1,600 to 1,800 CFM, Diesel Powered



United Rentals offers a variety of portable air compressors for your site. You can power up air tools or air up the tires on your ride-on equipment with this durable air compressor. This compressor is designed to be towed to your site and set up quickly and can run for hours. It has a low-noise design for convenience and comfort and its airflow is up to 1,800 cubic feet per minute (CFM).

- Instrument quality (IQ) for quiet operation
- Airflow is up to 1,800 cubic feet per minute
- Unit dimensions up to 240" x 88" x 92"
- Heavy-duty diesel engine
- Add this air compressor to your cart now

### Pricing

	Daily	Weekly	Monthly
<b>WEB RATE</b>	\$692	\$2,287	\$5,933

You are viewing equipment rates for Belvidere, IL 61008

Sign in to view account pricing and jobsites.

**Start Date**

**End Date**

10/26/2019



**Quantity**

1

+





# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 11/5/2019  
**Re:** Sluice Gate Replacement – WWTP Main Equipment Building

---

There are three sluice gates in the screen and grit channels in the Main Equipment Building at the WWTP that need to be replaced. In order to complete this work, temporary bypass pumping of the inflow will need to be done. This work was to be done as part of the MEB/Secondary Digester IEPA Grant Project, but due to the delay in the grant program, we need to proceed with the sluice gate replacement at this time.

We have received a proposal from Baxter & Woodman, in an amount not-to-exceed \$7,400, to complete the engineering design, specifications and bidding of the sluice gate replacement project. A copy of the proposal is attached for your reference.

I would recommend approval of the design engineering work order from Baxter & Woodman, in an amount not-to-exceed \$7,400, to complete the engineering design for the replacement of three sluice gates in the Main Equipment Building at the WWTP. This work will be paid for from Line Item #61-5-820-6190.

**CITY OF BELVIDERE, ILLINOIS  
WASTEWATER TREATMENT PLANT IMPROVEMENTS -  
GATE REPLACEMENT  
DESIGN ENGINEERING SERVICES  
WORK ORDER**

**ENGINEERS' PROJECT No. 170648.41**

**Project Description:**

The Project consists of replacing three sluice gates in the Main Equipment Building Lower Level Screen and Grit Channels. The Project is more specifically described in Attachment A of this Work Order.

**Engineering Services:**

The general provisions of this contract are enumerated in the Professional Engineering Services Agreement between the City and Engineers dated September 22, 2009. A detailed scope of services for this Project is listed in Attachment B of this Work Order.

**Compensation:**

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 22, 2009. The Engineers' fee shall be computed on the basis of their standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total amount will not exceed \$7,400.

Submitted by: **Baxter & Woodman, Inc.**

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

*Douglas Walsh*

Title: Vice President

Date: October 28, 2016

Approved by: **City of Belvidere, Illinois**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Comments and Conditions:**

### **Project Description**

The Project consists of replacing three sluice gates in the Main Equipment Building Lower Level Screen and Grit Channels. The sluice gates that will be replaced are identified below.

- 1 - 24" Dia. Sluice Gate in the Influent Chamber
- 2 - 18" x 24" Sluice Gates in the Effluent Chamber

The gates will have manual actuators but will have the compatibility to add electric actuators in the future. The Project will consider a temporary pumping, to allow construction and maintain the influent flow to the treatment plant.

---

### **Scope of Services**

The following scope of services details the anticipated tasks necessary to successfully complete this Project.

#### **PRELIMINARY DESIGN SERVICES**

1. **PROJECT ADMINISTRATION & MEETINGS** - Confer with the City's Director of Public Works, and his staff, to clarify and define the general scope, extent, and character of the Project. Plan, schedule, and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope.
2. **PRELIMINARY DRAWINGS** - Prepare preliminary drawings that indicate the replacement of the three sluice gates.

#### **DETAILED DESIGN SERVICES**

1. **FINAL DESIGN** - Prepare Design Documents consisting of Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the City and Specifications, which will be prepared in conformance with the format of the Construction Specification Institute.
2. **CONSTRUCTION DOCUMENTS** - Prepare for review and approval by the City and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
3. **AGENCY SUBMITTALS** - There will no agency (IEPA permit) submittals required.
4. **FINAL OPINION OF PROBABLE COST** - Prepare an opinion of probable construction cost based on the Design Documents.

#### **BIDDING SERVICES**

5. **ASSISTANCE DURING BIDDING** - Assist the City in solicitation of construction bids from as many qualified bidders as possible, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.

---

**ESTIMATED MANHOUR AND FEE SUMMARY**

<b>Scope Item</b>	<b>Hours</b>	<b>Fee</b>
<b>Preliminary Design Services</b>	12	\$1,600
<b>Detailed Design Services</b>	36	\$4,300
<b>Bidding Services</b>	9	\$1,300
<b>Expenses (mileage)</b>		\$200
<b>TOTAL ALL SERVICES</b>	<b>57</b>	<b>\$7,400</b>

I:\Crystal Lake\BELVD\170648-Gate Replacement\Contract\Work\170648.41 Gate Replacement Work Order\_2019-10-28.doc

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 11/5/2019  
**Re:** Urban & Community Forestry Grant Award

---

The City recently applied for an Urban & Community Forest Grant to plant 69 trees along Appleton Road from Sixth Street to US Route 20, primarily adjacent to our snow storage area.

Attached to this memo is the Grant Award letter from the Morton Arboretum in the amount of \$12,815.00, approving our application. The 50% local match requirement will be through in-kind services provided by the Street Department. The trees will be planted by the Street Department in the spring of 2020.

I would recommend accepting the Urban and Community Forestry Grant, in the amount of \$12,815.00, from the Illinois Department of Natural Resources and the U.S. Forest Service.



The  
Morton  
Arboretum

October 31, 2019

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

Re: Urban and Community Forestry Grant  
Project Funded: Tree Planting

Dear Brent,

The Morton Arboretum is pleased to announce that the City of Belvidere has been approved in the amount of \$12,815 for the 2019-2020 round of the Urban and Community Forestry Grant.

Please read all the terms and conditions of the contract agreement, including all attachments, carefully. Sign and return two copies of the entire application packet along with this award letter no later than December 2, 2019. This letter and the following attachments outline the terms and conditions of accepting this funding.

- Sub-Award Letter
- Grant Agreement
- Your Original Application
- Our Request for Proposals

Once your two signed contract agreement packets are received, we will review, sign, and return one of the completed agreements to you. Upon receipt of the fully executed agreement, you may begin to implement your proposed project. **Please note that only tree work started after the date of the executed agreement may be counted as match.** Any work started before the receipt of your fully executed agreement will be ineligible for reimbursement.

The grant project must be completed and reimbursement request received by July 15, 2020. There are no exceptions as the Illinois Department of Natural Resources and the US Forest Service require that we have all work completed by that date.

By signing the attached contract, your organization agrees to all terms and conditions and you will notify The Morton Arboretum if there is any change in your organization that would affect the completion of this grant. Notification must be received by The Morton Arboretum, in writing, within two weeks of when any deficiency becomes apparent.

You are required to provide progress reports on grant expenditures and activities at the designated times outlined in the attached agreement.

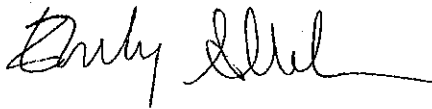
All finance documents (such as invoices and receipts) for both grant-funded and match activities must be included and submitted when you request reimbursement. You are required to include copies of canceled checks.

This signed agreement gives The Morton Arboretum your permission to use photographs, logos, published/printed information, and any other materials you supply, without further notice, in press released and/or publications.

Municipalities are required to complete a Tree Preservation Ordinance that meets the criteria outlined in the Request for Proposal, prior to the termination date of this grant – July 15, 2020. Please notify The Morton Arboretum as soon as possible and no later than December 6, 2019, if you would like to benefit from free assistance in developing an ordinance.

Finally, and importantly, congratulations on this recognition of your important efforts in urban and community forestry. We look forward to working with you during the coming year.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Okallau", with a long horizontal flourish extending to the right.

Emily Okallau  
[eokallau@mortonarb.org](mailto:eokallau@mortonarb.org)

Enclosures





# Memo

**To:** City Council  
**From:** Mike Drella  
**CC:**  
**Date:** 11/05/2019  
**Re:** Hardeman Annexation Agreement Amendment

---

In 2003, the City annexed the Hardeman property and entered into an annexation agreement (AA) that covered the annexation, development regulations and financial contributions. It is a very large annexation South of State Street between Distillery Road and Shaw Road. Some of it actually developed, but as a result of the recession very large tracts have not developed.

The AA required the City to construct certain sewer and water improvements and the developer to pay their share of those improvements. The water improvements were scheduled in three phases with the third phase being construction of a water tower and some additional water main.

The AA required the City to complete Phase 3 by December 2018. The City did not construct the improvements as required and is in technical default of the AA. Also, given the lack of development, those improvements are not needed at this time.

The AA also required the Developer to pay any remaining recapture and basin fees by December 2018. They have not done so and are also in technical default.

We have reached a suggested resolution that would require an amendment to the AA:

- 1) Developer would pay all outstanding amounts due for basin fees for Phases 1 and 2 of the sewer plan and Phases 1 and 2 of the water plan immediately totaling \$530,778.42. The Developer will not be required to pay the fees associated with Phase 3 of the water plan under the AA. They will still pay the same amount, but at the time of development of the undeveloped territory in accordance with an Ordinance that the City passed assessing the same fees for new development (Ord. 966G).
- 2) In exchange the City will not be required to complete Phase 3 of the water plan until the City finds it necessary and advantageous.
- 3) We would also agree to allow them to defer completion of a path and berms for the undeveloped territory until such time as that area actually develops.

**Recommendation:** Approve the proposed amendment to the Annexation Agreement allowing for payment of monies currently owed, deferring the cost of constructing Phase 3 of the Water Plan, deferring construction of Phase 3 of the water plan and deferring the construction of a path and berms until the time of development.

FIRST AMENDMENT TO  
ANNEXATION AGREEMENT

Prepared by and Return To:

---

**THIS FIRST AMENDMENT** (“First Amendment”) is entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Belvidere, an Illinois municipal corporation (“City”) and The Hardeman Company, Frank M. Shappert and Margaret W. Shappert, Trustees, and Patrick B. Mattison, Trustee (collectively, the “Remaining Original Owners”) and effectuates a first amendment to the Annexation Agreement dated May 12, 2003 between the City and the Original Owners (defined below) with respect to territory in the vicinity of Distillery Road and U.S. Business Rt. 20.

**RECITALS:**

WHEREAS, the City and the Remaining Original Owners, Verona Shappert (now deceased and probate closed), and Galey S. Lucas, Trustee (now deceased and trust closed) (collectively, the “Original Owners”) entered into an annexation agreement (the “Agreement”) dated May 12, 2003, which Agreement was approved by Ordinance 559G for territory which is legally described in Exhibit A of the Agreement (the “Annexed Territory”); and

WHEREAS, the Annexed Territory was lawfully annexed to the City of Belvidere on May 12, 2003 pursuant to Ordinance 560G; and

WHEREAS, pursuant to law, the Agreement runs with the land and is binding upon the Original Owners and their successors in title and their respective successor, grantees, lessees and assigns; and

WHEREAS, the Annexation and the Agreement contemplated development of the Annexed Territory as various forms of residential development; and

WHEREAS, part of the Annexed Territory has not been developed or subdivided (the “Undeveloped Territory”) and is owned by the Remaining Original Owners or their successors in interest, said Undeveloped Territory being legally described in Exhibit B which is incorporated herein by this reference; and

WHEREAS, a portion of the Annexed Territory was successfully subdivided (the “Subdivided Portion”); and

WHEREAS, some of the Subdivided Portion was developed with individual lots being sold to individual residents, and with other vacant lots which are currently owned by Verona Properties, LLC, an Illinois limited liability company (the "Verona Platted Lots"), said Verona Platted Lots being legally described in Exhibit C which is incorporated herein by this reference; and

WHEREAS, the Exhibits D, D-1, E and E-1 of the Annexation Agreement contained certain provisions that required the construction of Water and Sanitary Sewer mains and systems and provided a mechanism by which the Original Owners and their successors in interest were to pay certain basin fees toward the cost of off-site water and sanitary sewer facilities ("Utility Obligations"); and

WHEREAS, Exhibit K Paragraph 9 D of the Annexation Agreement contained certain provisions that required the Original Owners to construct a berm and recreation path along portion of Distillery Road as depicted on Exhibit I-1 ("Path and Berm Obligations"); and

WHEREAS, the Original Owners and the City, at the time the Agreement was executed, fully expected the entire Annexed Territory to be developed and built no later than December of 2018; and

WHEREAS, economic conditions, including but not limited to the Recession of 2008, have hindered residential growth in the Annexed Territory; and

WHEREAS, the Remaining Original Owners and the City desire to amend the Agreement to modify the construction schedule of off-site water improvements, modify the mechanism for paying future basin fees (as currently outlined in Exhibits E and G of the Agreement) with respect to the Undeveloped Territory, and modify the provisions related to the construction of the berm and recreation path; and

WHEREAS, the City adopted Ordinance 966G on June 2, 2008 which provides a more accurate and feasible method of assessing water and sanitary sewer basin fees and costs for the entire area, including the Undeveloped Territory.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above-recitals are incorporated herein and made a part hereof.
2. The Agreement is hereby amended to reflect and effectuate the following with regards to the Undeveloped Territory and Verona Platted Lots only:
  - a) The City and the Remaining Original Owners acknowledge and agree that Phase I and Phase II of the Sanitary Sewer as set forth on Exhibits D, E and E-1 of the Agreement as well as Phases I and II of the water system as set forth on Exhibits

F, F-1, F-2 and G are complete. Phase III of the Water System, the construction of the elevated storage tank has not been initiated.

- b) The City and Remaining Original Owners also acknowledge and agree that Exhibits E and G of the Agreement require the Original Owners to complete payment in full of all basin fees set forth in those Exhibits for Sewer and Water respectively no later than December of 2018. The City and Remaining Original Owners concur that requiring payment of the basin fees for Phase III of the Water System (the elevated storage tank) is not equitable at this time as it has not been built nor is it planned to be built in the foreseeable future as the demand for an elevated storage tank does not exist.
- c) Upon execution of this Agreement, the City and Remaining Original Owners agree that the Remaining Original Owners shall pay to the City the total sum of \$530,778.42 which was calculated to include the Undeveloped Territory and the Verona Platted Lots. This sum shall satisfy the Original Owners', and their successors in interest to the Undeveloped Territory, obligation to pay basin fees for the Undeveloped Territory and the Verona Platted Lots only for the basin fees associated with Phases I and II of the Sanitary Sewer System as identified on Exhibits D and E of the Agreement and phases I and II of the Water System as identified on Exhibits F and G of the Agreement; liens related only to the foregoing shall be and are hereby terminated and released to the extent not previously terminated and released, if any; and the Original Owners, their respective successors in interest, and their respective shareholders, members, directors, officers and beneficiaries of trusts shall be and are hereby released from all obligations related thereto.
- d) For the Undeveloped Territory and the Verona Platted Lots, basin fees associated with Phase III of the Water system as well as any other recapture or basin fees associated with the Undeveloped Territory and the Verona Platted Lots will be assessed pursuant to existing ordinances including, but not limited to, Ordinance 966G or future City Ordinances amending or superseding Ordinance 966G. Upon payment of the sum of \$530,778.42 the Original Owners' and their successors in interest obligations to pay basin fees pursuant to Exhibits E and G of the Agreement with respect to the Undeveloped Territory and the Verona Platted Lots shall terminate, the liens provided for in those Exhibits shall terminate with respect to the Undeveloped Territory and Verona Platted Lots only; and the Original Owners, their successors in interest, and their respective shareholders, members, directors, officers and beneficiaries of trusts shall be and are hereby released from all obligations related thereto.
- e) The Remaining Original Owners, acknowledge and agree that there is insufficient demand for water within the entire basin to justify construction of Phase III of the water system at this time. As such, the City shall not be obligated to construct Phase III of the Water system until the City determines, in its sole discretion, that

there is sufficient demand and funding justifying the need and ability for its construction.

- f) The City and Remaining Original Owners also acknowledge and agree that (i) with respect to the Undeveloped Territory, the Path and Berm Obligations set forth in Paragraph 9 of Exhibit K subsection D is modified to provide that the ten foot (10') recreation path and landscaped berm required in subsection D will be constructed within 12 months of plat approval, within the territory of the approved plat, as opposed to by December 31, 2007, and shall be the responsibility of the then property owner and/or developer; and (ii) the Original Owners and their respective successors in interest and their respective shareholders, members, directors, officers and beneficiaries of trusts shall have no obligation to undertake and complete the Path and Berm Obligations unless at the time of approval of a plat of Undeveloped Territory they are the property owners or developers of the Undeveloped Territory that is the subject of such plat approval.
  - g) The Remaining Original Owners and City agree that the Undeveloped Territory is unlikely to be developed for residential purposes in the near future. As such, the City agrees, upon a request by the Remaining Original Owners', to re-zone all or a portion of the Undeveloped Territory to the Rural Holding zoning district to allow continued arable agricultural uses of the Undeveloped Territory.
- 3) If any provisions, covenant, agreement or portion of this Agreement or its application to any person, entity or 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.
  - 4) 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. The Remaining Original Owners agree to record this Agreement at the Boone County Recorder's Office immediately upon its execution.
  - 5) 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.
  - 6) This First Amendment shall bear the same term as the Annexation Agreement.

**(Remainder of page intentionally left blank; signature page follows.)**

**IN WITNESS WHEREOF**, the parties hereto have set their hand as of the date first referenced above.

THE CITY OF BELVIDERE

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

Its: Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

THE HARDEMAN COMPANY

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

Its: President

By: \_\_\_\_\_  
Frank M. Shappert, Trustee

By: \_\_\_\_\_  
Margaret W. Shappert, Trustee

By: \_\_\_\_\_  
Patrick B. Mattison, Trustee

STATE OF ILLINOIS        )  
  )  
BOONE COUNTY            )        SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT THE CITY OF BELVIDERE has caused its name to be signed to these presents by \_\_\_\_\_, its Mayor and attested by \_\_\_\_\_, its Secretary, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that as said officers they signed, sealed and delivered the said instrument pursuant to authority given by said corporation as their free and voluntary act and as the free and voluntary act and deed of such corporation for the purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

STATE OF ILLINOIS        )  
  )  
BOONE COUNTY            )        SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT THE HARDEMAN COMPANY, a Delaware corporation has caused its name to be signed to these presents by \_\_\_\_\_, its President who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that as said officer he signed, sealed and delivered the said instrument pursuant to authority given by said corporation as his free and voluntary act and as the free and voluntary act and deed of such corporation for the purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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



STATE OF ILLINOIS        )  
                                  )  
BOONE COUNTY            )        SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT FRANK SHAPPERT has caused his name to be signed to these presents, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

STATE OF ILLINOIS        )  
                                  )  
BOONE COUNTY            )        SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT MARGARET W. SHAPPERT has caused her name to be signed to these presents, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

STATE OF ILLINOIS        )  
  )  
BOONE COUNTY            )        SS

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT PATRICK B. MATTISON has caused his name to be signed to these presents, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Z:\Legal\ANNEXATIONS\Hardeman Anexation\Amended Agreement.doc

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**  
**(ANNEXED TERRITORY)**

Part of the Southwest Quarter of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, described as follows, to-wit: Beginning at the Southeast corner of aforesaid Southwest Quarter of Section 20; thence West along the South line of Section 20, 2699.0 feet to the Southwest corner of said Section 20; thence North along the West line of Section 20, 1295.23 feet; thence East, parallel with the South line of Section 20, 2699.0 feet to the East line of the Southwest Quarter; thence South along said East line of the Southwest Quarter, 1295.23 feet to the place of beginning: excepting therefrom a parcel of land described as follows, to-wit: Beginning at the Southeast corner of aforesaid Southwest Quarter of Section 20; thence West along the South line of Section 20, 667.47 feet; thence North, parallel with the East line of said Quarter Section, 667.47 feet; thence East, parallel with the South line of Section 20, 667.47 feet to the East line of the Southwest Quarter; thence South along said East line of the Southwest Quarter, 667.47 feet to the place of beginning.

ALSO:

All that part of the North Half of Section Thirty-One and the South Half of Section Thirty which lies East of a line described as follows: Commencing at the Quarter Section corner in the center of Section Thirty-One, run thence North One degree Thirty minutes West Thirty-Seven chains and Twelve links to cottonwood tree on North bank of Kishwaukee River, thence North Three degrees Forty minutes West six chains and Thirty-eight links to the North side of the road; thence North Thirty-five degrees West three chains and Twenty-one links; thence North Twenty-two degrees West Thirty-seven chains and Twenty-seven links to the Quarter Section line running East and West through the center of said Section 30;

excepting that part of the Southwest Quarter of Section Thirty, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows: Commencing at a point in the Westerly line of highway where said highway crosses the East and West quarter line in said section; thence West on said Quarter section line 7.81 chains; thence South 21 degrees East 4.64 chains; thence North 81 degrees East 8 chains to the Westerly line of the road; thence North 81 degrees West 3.13 chains to the place of beginning;

ALSO excepting that part of the Southwest Quarter of Section Thirty, Township 44 North, Range 3 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section Thirty; thence West along the East and West Quarter Section line to the Center of the North and South Highway running through said Quarter section; thence Southerly along the center line of said highway, 12 rods, more or less, to the center of the intersection with an East and West Highway; thence Northeasterly along the center line of said highway to the place of beginning.

ALSO:

The North Half of the Southwest Quarter of Section 29; the Northwest Quarter of Section 29; the Northeast Quarter of Section 30, except that portion of said Section 30, described as follows: commencing on the West line of said Quarter Section One Hundred Twenty-two and One-half rods North of the Southwest corner of said Quarter section; running thence East Thirty-four rods; thence North Thirty-seven and one-half rods, more or less, to the North line of said Quarter Section; thence West on said North line Thirty-four rods to the Northwest corner of said Quarter Section; thence South on West line of said Quarter Section Thirty-seven and one-half rods, more or less, to the place of beginning; all situated in Township 44 North, Range 3 East of the Third Principal Meridian.

All of the above situated in the County of Boone and the State of Illinois.

PINS:

05-20-300-005

05-29-300-001

05-29-100-001

05-30-200-002

05-30-200-003

05-30-200-008

05-30-300-005

05-30-400-003

05-30-400-004

05-31-100-004

05-31-200-001

05-30-400-002

05-30-200-004

05-30-400-001

05-30-200-005

05-30-200-006

05-30-200-007

**EXHIBIT B**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**  
**(UNDEVELOPED TERRITORY)**

PARCEL 1

Part of Sections 29 and 30 all in Township 44 North, Range 3 East of the 3<sup>rd</sup> Principal Meridian, bounded and described as follows to-wit: Beginning at the Northeast corner of Final Plat No. 1 of the Village at River Run Subdivision, the Plat of which Subdivision being recorded in Plat Index File Envelope 305B as Document No. 2004R12307 in the Recorder's Office of Boone County, Illinois; thence North 89°-59'-06" West, 237.93 feet; thence North 03°-46'-35" East, 20.48 feet; thence North 86°-13'-25" West, 209.67 feet; thence North 67°-08'-05" West, 261.91 feet; thence South 25°-58'-08" West, 180.91 feet; thence South 60°-28'-50" West, 138.00 feet; thence North 59°-01'-48" West, 229.00 feet; thence North 51°-44'-00" East, 54.50 feet; thence North 34°-52'-50" West, 166.53 feet (the last 9 previously described courses being along the Northerly line of said Final Plat No. 1 of the Village at River Run Subdivision as aforesaid); thence Northeasterly, along a circular curve to the left having a radius of 500.00 feet and whose center lies to the North to a point (the chord across the last described circular curve course bears North 59°-19'-03" East, 74.59 feet); thence North 34°-57'-36" West, 60.00 feet; thence North 28°-19'-18" West, 164.11 feet; thence South 61°-49'-52" West, 232.00 feet; thence South 71°-46'-03" West, 60.00 feet; thence Southeasterly, along a circular curve to the right having a radius of 260.00 feet and whose center lies to the West to a point (the chord across the last described circular curve course bears South 13°-00'-40" East, 47.32 feet); thence South 07°-47'-23" East, 6.62 feet; thence North 88°-16'-40" West, 130.00 feet; thence North 75°-53'-24" West, 210.00 feet; thence North 82°-22'-11" West, 230.00 feet to the Northwest corner of said last mentioned Plat (the last 10 previously described courses being along the Northerly line of said Plat); thence South 07°-37'-49" West, 267.49 feet; thence South 25°-31'-35" West, 250.00 feet to the Southwest corner of said last mentioned Plat (the last 2 previously described courses being along the Westerly line of said last mentioned Plat); thence North 80°-00'-00" East, 190.00 feet; thence North 89°-08'-21" East, 130.00 feet; thence South 82°-06'-26" East, 172.00 feet to the Northwest corner of Plat No. 1 of River Run Subdivision, the Plat of which Subdivision being recorded in Plat Index File Envelope 294A as Document No. 2004R03731 in said Recorder's Office; thence South 09°-25'-02" West, 288.00 feet; thence Northwesterly, along a circular curve to the left having a radius of 560.00 feet and whose center lies to the South to a point (the chord across the last described circular curve course bears North 84°-59'-23" West, 86.06 feet); thence North 89°-23'-48" West, 30.00 feet; thence South 00°-36'-12" West, 360.00 feet to the Southwest corner of said last mentioned Plat (the last 4 previously described courses being along the Westerly line of said last mentioned Plat); thence North 86°-00'-38" West, 112.00 feet; thence South 88°-11'-44" West, 122.00 feet; thence South 85°-29'-04" West, 192.18 feet; thence South 71°-08'-01" West, 273.05 feet; thence South 56°-31'-27" West, 400.00 feet; thence North

34°-56'-26" West, 127.37 feet; thence South 24°-56'-39" West, 229.45 feet; thence South 82°-31'-23" West, 280.69 feet; thence South 55°-33'-04" West, 229.20 feet; thence North 83°-30'-28" West, 286.11 feet; thence North 11°-24'-54" East, 422.71 feet; thence North 21°-03'-24" West, 415.15 feet; thence North 23°-51'-02" East, 479.68 feet; thence South 66°-08'-58" East, 55.00 feet; thence North 25°-02'-39" East, 240.05 feet; thence North 41°-38'-22" West, 185.47 feet; thence North 01°-22'-11" West, 162.41 feet; thence South 47°-20'-56" East, 267.95 feet; thence South 54°-40'-15" East, 227.47 feet; thence South 82°-37'-58" East, 422.79 feet; thence North 50°-23'-45" East, 340.00 feet; thence North 03°-11'-46" West, 420.00 feet; thence North 18°-31'-25" West, 366.66 feet; thence North 38°-44'-11" West, 483.02 feet to a point which bears South 38°-44'-11" East, 150.00 feet from the Southeast corner of premises conveyed by instrument recorded as Document No. 05-R07745 in said Recorder's Office; thence North 71°-35'-40" East, 1029.29 feet; thence North 34°-34'-44" East, 300.00 feet; thence North 00°-59'-41" West, 300.00 feet to a line which is 66.00 feet perpendicularly distant South from and parallel with the North line of the Northwest Quarter of said Section 29 as aforesaid; thence North 89°-00'-19" East, along said last mentioned parallel line, 1840.00 feet to the East line of the Northwest Quarter of said Section 29 as aforesaid; thence South 00°-00'-54" West, along the East line of the Northwest Quarter of said Section 29, a distance of 2290.63 feet to the point of beginning. Subject to the rights of the public and State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes. Situated in Boone County, Illinois. Containing 168.44 acres.

## PARCEL 2

Part of Sections 30 and 31 all in Township 44 North, Range 3 East of the 3<sup>rd</sup> Principal Meridian, bounded and described as follows to-wit: Beginning at the most Southerly corner of Plat No. 1 of Shaw Mills of River Run Subdivision, the Plat of which Subdivision being recorded in Plat Index File Envelope 383A as Document No. 2008R09046 in the Recorder's Office of Boone County, Illinois, said point being on the original West Right of Way line of Shaw Road; thence North 20°-56'-43" East, 88.79 feet; thence Northeasterly, along a circular curve to the left having a radius of 1357.00 feet and whose center lies to the West to a point (the chord across the last described circular curve course bears North 14°-25'-45" East, 307.99 feet) (the last 2 previously described courses being along said original Westerly Right of Way line of Shaw Road as designated upon said Plat); thence South 83°-06'-01" East, along the Southerly line of said Plat, 66.01 feet to the original Easterly Right of Way line of Shaw Road; thence Northeasterly, along a circular curve to the left having a radius of 1423.00 feet and whose center lies to the West to a point (the chord across the last described circular curve course bears North 06°-39'-25" East, 60.06 feet); thence Southeasterly, along a circular curve to the left having a radius of 500.00 feet and whose center lies to the North to a point (the chord across the last described circular curve course bears South 87°-05'-05" East, 111.08 feet) (the last 2 previously described courses being

along the Southerly line of said Plat); thence South 05°-49'-29" East, along the West line of Outlot D and the West line of premises dedicated for future road purposes upon said last mentioned Plat, 396.61 feet to the Southwest corner of Outlot D; thence South 39°-47'-03" West, 376.69 feet to the centerline of Newburg Road as now located and laid out; thence South 76°-06'-29" East, along said centerline of road, 155.72 feet; thence South 46°-01'-34" West, 285.00 feet to the West line of Parcel 1 as dedicated upon Trustee's Deed recorded as Document No. 17663 in said Recorder's Office; thence North 06°-51'-40" West, along said last mentioned line, 101.30 feet; thence North 03°-40'-00" West, 392.26 feet to the point of beginning. Subject to the rights of the public and State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes. Situated in Boone County, Illinois. Containing 4.082 acres.

### PARCEL 3

Part of Section 30, Township 44 North, Range 3 East of the 3<sup>rd</sup> Principal Meridian, bounded and described as follows to-wit: Beginning at the Northeast corner of that portion of Plat No. 1 of Shaw Mills of River Run Subdivision, situated West of Shaw Road, the Plat of which Subdivision being recorded in Plat Index File Envelope 383A as Document No. 2008R09046 in the Recorder's Office of Boone County, Illinois; thence North 75°-32'-09" East, 33.38 feet to the centerline of said Shaw Road; thence South 23°-04'-48" East, along said centerline of road, 149.02 feet; thence North 85°-48'-03" East, 365.00 feet; thence North 76°-07'-42" East, 395.00 feet; thence North 89°-49'-43" East, 168.00 feet; thence North 55°-52'-07" East, 165.00 feet; thence North 27°-30'-47" East, 330.00 feet; thence South 53°-42'-01" East, 425.94 feet; thence South 02°-00'-54" West, 80.00 feet; thence South 32°-04'-35" West, 289.20 feet; thence South 09°-09'-40" West, 119.82 feet; thence South 19°-42'-43" East, 99.30 feet; thence South 02°-37'-06" West, 181.70 feet; thence South 19°-53'-30" East, 311.59 feet; thence South 23°-10'-01" East, 378.61 feet; thence South 30°-27'-08" West, 242.73 feet; thence South 04°-16'-43" West, 256.16 feet; thence South 52°-23'-17" West, 530.25 feet; thence South 73°-31'-29" West, 248.65 feet; thence South 39°-47'-19" West, 133.75 feet to the Southeast corner of Outlot D as designated upon said Plat of Shaw Mills of River Run as aforesaid; thence North 05°-49'-29" West, 297.37 feet; thence North 09°-29'-34" West, 60.03 feet; thence North 03°-06'-48" East, 248.00 feet; thence South 56°-57'-57" East, 42.50 feet; thence North 82°-00'-53" East, 143.00 feet; thence North 41°-29'-08" East, 185.00 feet; thence North 28°-15'-50" East, 166.00 feet; thence North 14°-33'-18" West, 230.00 feet; thence North 55°-04'-35" West, 140.00 feet; thence North 76°-52'-49" West, 147.50 feet; thence North 01°-48'-16" East, 204.06 feet to the Northeast corner of that portion of said Subdivision Plat situated East of said Shaw Road (the last 11 previously described courses being along the Easterly line of said Subdivision Plat); thence Southwesterly, along a circular curve to the left having a radius of 500.00 feet and whose center lies to the South to a point (the chord across the last described circular curve course bears South 76°-13'-37" West, 164.58 feet); thence South 66°-45'-15" West, 52.50 feet; thence North 23°-14'-45" West, 25.00 feet; thence South 66°-45'-15" West, 60.00 feet; thence South 23°-14'-45"



East, 25.00 feet; thence South 66°-45'-15" West, 150.00 feet; thence North 68°-14'-45" West, 35.36 feet; thence South 66°-45'-15" West, 73.00 feet to the original West Right of Way line of said Shaw Road, being on the Easterly line of that portion of said Plat of Subdivision situated West of Shaw Road (the last 8 previously described courses being along the Northerly line of said Plat of Shaw Mills of River Run as aforesaid); thence North 23°-14'-45" West, along the East line of that portion of the Plat situated West of Shaw Road, 715.46 feet; thence North 23°-04'-48" West, 295.05 feet to the point of beginning. Subject to the rights of the public and State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes. Situated in Boone County, Illinois. Containing 43.457 acres.

#### PARCEL 4

Part of Section 29, Township 44 North, Range 3 East of the 3<sup>rd</sup> Principal Meridian, bounded and described as follows to-wit: Beginning at the Southeast corner of the North Half of the Southwest Quarter of said Section; thence South 89°-07'-58" West, along the South line of the North Half of the Southwest Quarter of said Section, 1178.00 feet to a point in the South line of Lot 25 as designated upon Plat No. 1 of River Run Subdivision, the Plat of which Subdivision being recorded in Plat Index File Envelope 294A as Document No. 2004R03731 in the Recorder's Office of Boone County, Illinois; thence North 39°-40'-24" East, 91.79 feet; thence North 85°-52'-10" East, 186.52 feet; thence North 29°-20'-35" East, 214.61 feet; thence North 78°-19'-28" East, 501.59 feet to the Southwesterly production of the Southerly line of Lot 16 as designated upon said Plat (the last 4 previously described courses being along the Southerly line of said Plat and the Easterly production thereof); thence North 40°-54'-24" East, along the Southerly line of said Lot 16, Lot 17 and the Southwesterly extension thereof, 387.92 feet to the Southeast corner of said Lot 16; thence South 89°-59'-06" East, along the Southerly line of said Plat of Subdivision, 83.00 feet to the Southeast corner thereof; thence South 00°-00'-54" West, along the East line of the Southwest Quarter of said Section, 648.00 feet to the point of beginning. Subject to the rights of the public and State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes. Situated in Boone County, Illinois. Containing 8.491 acres.

#### PARCEL 5

Part of Sections 29 and 30 all in Township 44 North, Range 3 East of the 3<sup>rd</sup> Principal Meridian, bounded and described as follows to-wit: Beginning at the Northwest corner of the Northwest Quarter of said Section 29; thence South 89°-46'-36" West, along the North line of the Northeast Quarter of said Section 30, a distance of 656.92 feet to the Northeast corner of premises conveyed by instrument recorded as Document No. 97-4116 in the Recorder's Office of Boone County, Illinois; thence South 19°-14'-22" East, along the East line of said last mentioned premises and along the East lines of premises conveyed by instrument recorded as Document No. 02-R15315 and premises conveyed by instrument recorded as Document No. 05-R07745 in

said Recorder's Office, 850.99 feet to the Southeast corner of said premises recorded as Document No. 05-R07745 as aforesaid; thence South 38°-44'-11" East, 150.00 feet; thence North 71°-35'-40" East, 1029.29 feet; thence North 34°-34'-44" East, 300.00 feet; thence North 00°-59'-41" West, 300.00 feet to a line which is 66.00 feet perpendicularly distant South from and parallel with the North line of the Northwest Quarter of said Section 29; thence North 89°-00'-19" East, along said last mentioned parallel line, 1840.00 feet to the East line of the Northwest Quarter of said Section 29; thence North 00°-00'-54" East, along the East line of the Northwest Quarter of said Section 29, a distance of 66.00 feet to the Northeast corner of the Northwest Quarter of said Section 29; thence South 89°-00'-19" West, along the North line of the Northwest Quarter of said Section 29, a distance of 2699.19 feet to the point of beginning. Subject to the rights of the public and the State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes. Also subject to an easement for ingress and egress recorded as Document No. 15409 in said Recorder's Office. Situated in Boone County, Illinois. Containing 26.263 acres.

#### PARCEL 6

Part of the Southwest Quarter of Section 20, Township 44 North, Range 3 East of the 3<sup>rd</sup> Principal Meridian, bounded and described as follows to-wit: Beginning at the Southwest corner of the Southwest Quarter of said Section; thence North 00°-22'-05" West, along the West line of the Southwest Quarter of said Section, 1295.23 feet; thence North 89°-00'-19" East, parallel with the South line of said Section, 2712.85 feet to the East line of the Southwest Quarter of said Section; thence South 00°-14'-10" West, along the East line of the Southwest Quarter of said Section, 627.98 feet to a point which bears North 00°-14'-10" East, 667.47 feet from the Southeast corner of the Southwest Quarter of said Section; thence South 89°-00'-19" West, parallel with the South line of the Southwest Quarter of said Section, 667.47 feet; thence South 00°-14'-10" West, parallel with the East line of the Southwest Quarter of said Section, 667.47 feet to the South line of the Southwest Quarter of said Section; thence South 89°-00'-19" West, along the South line of the Southwest Quarter of said Section, 2031.72 feet to the point of beginning. Subject to the rights of the public and the State of Illinois in and to those portions thereof taken, used or dedicated for public road purposes. Also subject to an easement for ingress and egress recorded as Document No. 15409 in said Recorder's Office. Situated in Boone County, Illinois. Containing 70.232 acres.

PINS:

05-20-300-005

05-20-300-010

05-20-451-001

05-29-100-004

05-29-200-005

05-29-300-004

05-30-200-013

05-30-200-014

05-30-200-016

05-30-327-001

05-30-327-005

05-30-379-001

05-30-400-010

05-30-400-011

05-30-400-012

05-30-400-014

**EXHIBIT C**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**  
**(VERONA PLATTED LOTS)**

Platted Lots In title with Verona Properties, LLC:

Lots 1, 3, 7, 13, 19, 23, 29, 30 River Run Subdivision Plat No. 1 the Plat of which Subdivision being recorded in Plat Index File Envelope 294A as Document No. 2004R03731 in the Recorder's Office of Boone County, Illinois.

PINS:

05-29-301-001

05-29-302-004

05-29-326-002

05-29-326-006

05-29-326-012

05-29-327-001

05-29-328-002

05-29-328-006

05-29-328-012

# Memo

**To:** Mayor and City Council  
**From:** Mike Drella  
**CC:** Mayor  
**Date:** 10/31/2019  
**Re:** Cannabis Regulation and Tax Act / Drug Free Workplace Ordinance

---

The City has maintained a Drug Free Workplace Ordinance for long period of time in compliance with Federal Law. We are required to have a Drug Free Workplace policy in place in order to receive any Federal or State grants.

Attached is a revision to our Drug Free Workplace Ordinance which is intended to account for the new realities brought about by the Cannabis Regulation and Tax Act. It ensures that employees understand that cannabis, while legal under state law for recreational use, is still prohibited while at work and provides a mechanism to address situations where a supervisor believes an employee may be under the influence of cannabis while at work.

**RECOMMENDATION:** Motion to approve the amendments to Section 43-29, Drug Free Workplace, as presented by the City Attorney.

Sec. 43-29. - Drug free workplace.

- (a) The purpose of this section is to comply with the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and the Federal Drug Free Workplace Act (41 USC 81 et seq.). It is the City's policy to maintain a drug free workplace. This section shall apply to all employees of the City. In the event a relevant collective bargaining agreement directly contradicts the provisions of this Section or is more restrictive than the provisions of this Section, the terms of that collective bargaining agreement shall control with respect to the members of ~~a relevant collective~~ the bargaining unit. Further, if a specific employee is a member of a collective bargaining unit, the disciplinary procedures of the relevant collective bargaining agreement shall control.
- (b) Prohibited conduct.
- (1) The unlawful manufacture, distribution, sale, dispensation, possession or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 USC 802)), including any amount of cannabis, is prohibited during work hours, ~~or~~ while performing city work of any kind, or while on any city property, equipment or vehicles unless specifically authorized by a supervisor as a part of the employee's job.
  - (2) Being under the influence of, or impaired by, any controlled substance (including, but not limited to, cannabis), alcohol or other drug (whether prescribed or un-prescribed), while on city property, in City vehicles or equipment or while performing city work is prohibited.
    - (i) The City will consider an employee impaired by, or under the influence of, cannabis, any other controlled substance, drug or alcohol if the City has a good faith belief that the employee manifests specific, articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; or carelessness that results in any injury to the employee or others.
    - (ii) If the City determines that an employee is under the influence of, or impaired by, cannabis, any other controlled substance, drug or alcohol the City may require the employee to cease work and leave the work area in a responsible manner. This shall not be considered discipline. The City may also require alcohol or drug tests consistent with its policies and collective bargaining agreements.
  - (3) No alcoholic beverages may be possessed or consumed at any City workplace (including offsite work areas) except in connection with an event authorized by the City or a supervisor.
  - (4) An employee shall not use or consume any alcohol, controlled substance, including but not limited to cannabis, or other drug which may cause impairment, as described in subsection (2)(i) above, while the employee is "on call" to return to work within the meaning of Article 14 of the Illinois Cannabis Regulation and Tax Act.
- (c) An employee shall inform their immediate supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (d) The City maintains an Employee Assistance Program (EAP) which is confidential and may assist an employee with problems relating to drugs, alcohol or other addictions. Information regarding the EAP is available through the office of the City Clerk.
- (e) Employees who violate this section may face disciplinary action up to and including termination in conformance with any applicable collective bargaining agreement or the City's personnel manual.