



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

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

AGENDA

November 8, 2021
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order – Mayor Clinton Morris.

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Works, Unfinished Business: None.

2. Public Works, New Business:
 - A. Public Works Department – Update.
 - B. Request to Vacate Alley- 121 North State Street.
 - C. DCEO Grant Application.

3. Building, Planning & Zoning, Unfinished Business: None

4. Building, Planning & Zoning, New Business:
 - A. Planning & Zoning Department - Update.
 - B. Special Use Extension for 825 N. Appleton Road.
 - C. Larson 2016 State Street Annexation.
 - D. Building Department - Update.

5. Other:
 - A. Intergovernmental Agreement Between Illinois Department of Public Health and City of Belvidere.
 - B. 2022 IML Risk Management Association Annual Renewal.
 - C. Announcement of Estimated Tax Levy for Tax Year 2021.

6. Adjournment:

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: November 1, 2021
Re: Request to Vacate Alley – 121 North State Street

We have received a request from Rosa Martinez, the owner of 121 North State Street, to vacate the portion of the alley located immediately adjacent to her property as shown on the attached location map. The alley currently splits her property in two and that portion of the alley is no longer needed with the purchase of the former Belvidere Motors property. There are no city owned utilities located within the alley.

Based on the above information, I would recommend that the alley, 20' in width, adjacent to 121 North State Street be vacated at this time.

Rosa Martinez
121 N State St
Belvidere, IL 61008

October 22, 2021

City of Belvidere

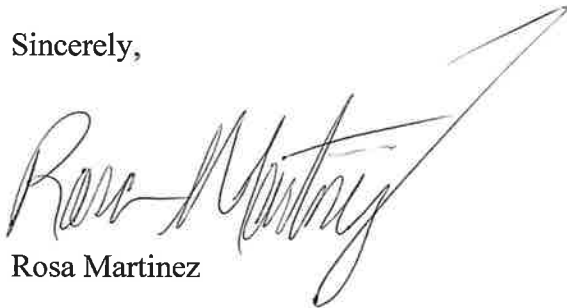
Dear Mayor Clint Morris,

I would like to know if the city would consider abandoning the alley located at 121 N State Street, Belvidere, IL 61008.

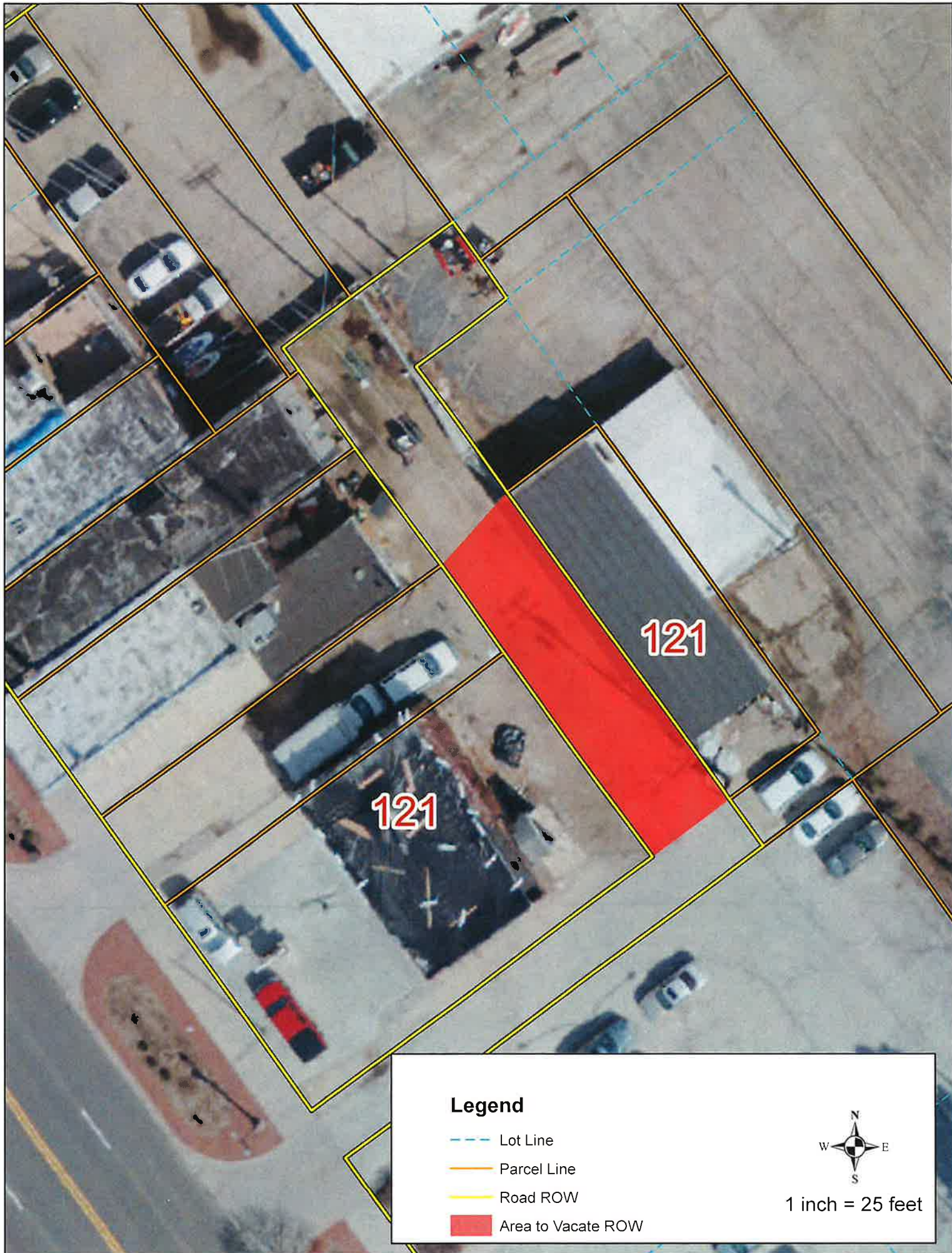
The alley is located behind the building at 121 N State Street, Belvidere, IL 61008 and in front of the garages that are adjacent, located at 121 N State Street, Belvidere, IL 61008.

Thank you in advanced for your cooperation.





Sincerely,

A handwritten signature in cursive script that reads "Rosa Martinez". The signature is written in black ink and is positioned above the printed name.

Rosa Martinez



Legend

-  Lot Line
-  Parcel Line
-  Road ROW
-  Area to Vacate ROW



1 inch = 25 feet

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 11/1/2021
Re: State of Illinois Capital Grant Program
Notice of Funding Opportunity: Rebuild Downtowns & Main Streets

The State of Illinois Capital Grant Program has issued a Notice of Funding Opportunity for their Rebuild Downtowns and Main Streets Program. This program will provide grants to support improvements and encourage investment in commercial corridors and downtowns. Grant awards will range from \$250,000 to \$3,000,000 and be administered by the Illinois Department of Commerce and Economic Opportunity (IDCEO). Units of local government are not required to offer matching funds but doing so may improve chances of receiving an award. Application for this grant program are due no later than January 10, 2022.

Based on the criteria for this grant, I believe that the expansion and enhancements to Parking Lot #7 would be a good candidate project. The project will include new bituminous surfacing, curb & gutter, lighting, pedestrian access to the riverfront with amenities and landscaping. Attached to this memo is a proposal from ARC Design Resources, in the amount of \$2,900.00, to complete the design concept plan, opinion of probable cost estimate and the grant application.

I would recommend approval of the proposal from ARC Design Resources, in the amount of \$2,900.00, to complete the grant application with supporting documentation for the Parking Lot #7 Expansion and Enhancement Project. This work will be paid for from Line Item #01-5-310-6002.

September 23, 2021

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

**Re: Riverfront Development
DCEO Grant Application**

Dear Mr. Anderson,

Thank you for your continued trust of Arc Design Resources to assist with your planning and development needs. We are excited to work with you to prepare concept plans to renovate the existing municipal parking lot #7, at Lincoln and State Streets, while also expanding this site for additional parking, lighting, signage, riverfront access and pedestrian circulation for the nearby businesses and the downtown area. With successful grant funding available through various opportunities from the Illinois Department of Commerce & Economic Opportunity (DCEO) programs we hope that this initial work will lead to economic growth and beautification of downtown Belvidere.

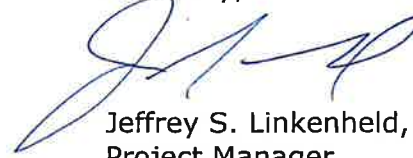
Our proposed scope of work includes:

- Base map preparation/setup
- Two draft design concepts for review
- Meeting to review design concepts
- Final rendered design concept
- Opinion of probable cost (OPC) estimate
- Grant application assistance

We are pleased to assist the City in preparing the necessary preliminary documents for this application for a not to exceed fee of \$2,900.00.

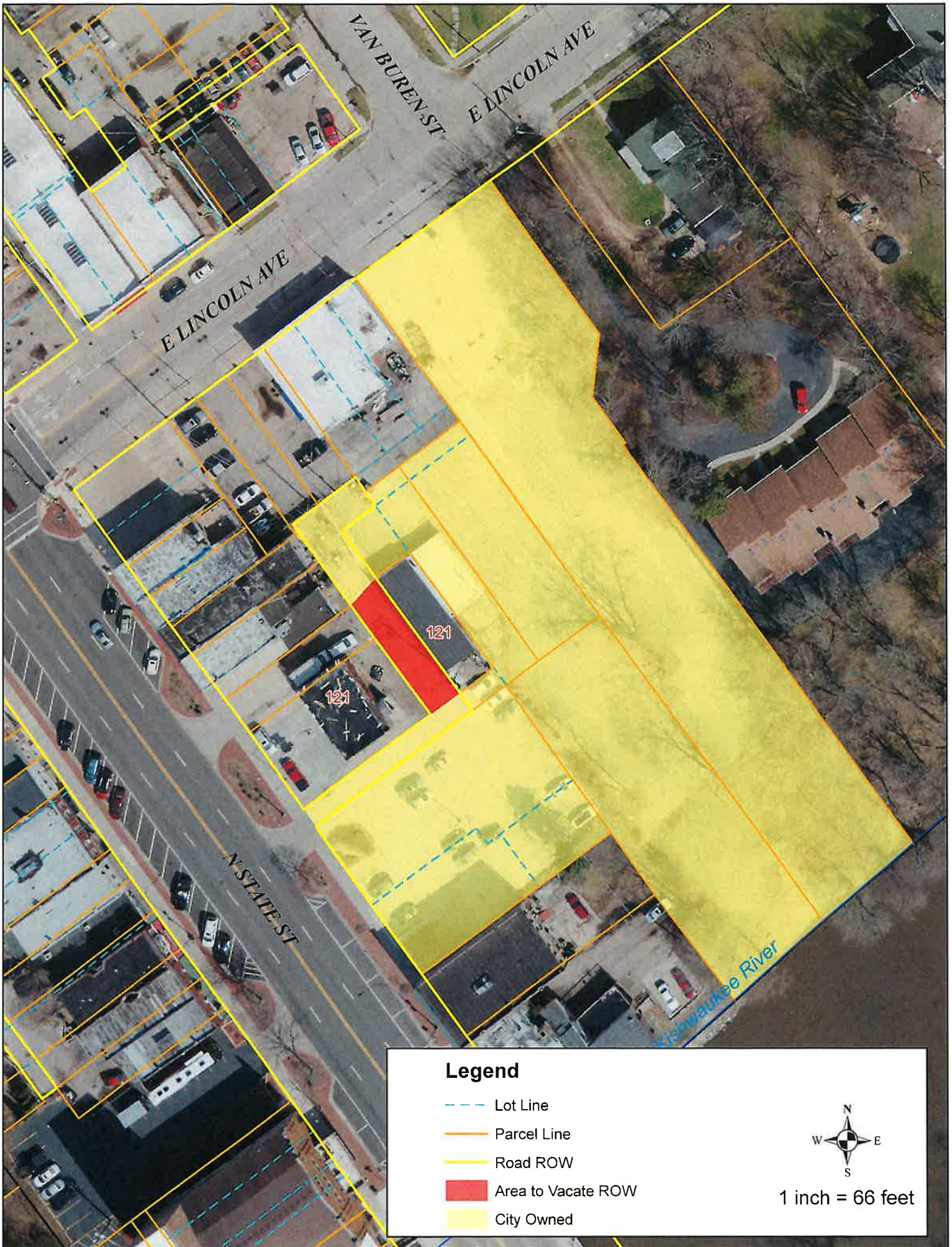
If this proposal is acceptable to you, please acknowledge by returning a signed copy of this proposal or by issuing a purchase order, or other methods that the City uses for small proposals of this nature. Please call if you have in questions.

Sincerely,



Jeffrey S. Linkenheld, P.E.
Project Manager

Accepted by: _____ Date: _____
City of Belvidere



Legend

- Lot Line
- Parcel Line
- Road ROW
- Area to Vacate ROW
- City Owned



1 inch = 66 feet



9855 West 78th Street, Suite 310
Eden Prairie, MN 55344
P: 612.315.6930
ameresco.com

November 3, 2021

City of Belvidere
401 Whitney Boulevard
Belvidere, IL 61008

RE: Special Use Permit for Belvidere #1 Solar Project
Case No. 2018-15 825 N. Appleton Road (Conservation District Solar Farm)

Dear City of Belvidere:

TerraNavigator, LLC began the application process for this solar project in 2018. Ameresco, Inc. acquired TerraNavigator, LLC company in November 2018 including this solar project.

Development of this solar farm has not been initiated yet. This project was not selected by the lottery for the Adjustable Block Program (community solar) for Illinois.

We respectfully request a 2-yr extension of this Special Use Permit (expired 10/19/2021), as we believe there is an opportunity under the new Omnibus Law for this project to move forward.

Further, a limited number of our projects may be allowed to advance between now and the end of this year (December 2021). Projects not chosen during this time-frame may advance in a year.

We wish to maintain the rights to continue development of this solar project.

Respectfully,

Hal Galvin
Vice President, Distributed Energy Resources

hgalvin@ameresco.com

612.315.6932 (office)

612.868.2435 (mobile)

cc: Dan Kane, Boone County Conservation District

ANNEXATION AGREEMENT

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

WITNESSETH:

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

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

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

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

Whereas, the Owner(s) 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 SR6 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 shall immediately re-zone the property to the SR 6 zoning district. Further, Owner agrees that the following conditions and covenants shall apply to the Property and shall be made a part of all final plats and run with the land:
 - A. No sexually oriented business will operate on the Property, including but not limited to, adult arcades, bookstores, video stores, cabaret, motels, motions picture theaters, theaters, etc.

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

4. Sanitary Sewer Service. The City will allow Owner to extend and connect to the City-operated sanitary sewer system according to the preliminary design plan and specifications shown on the attached Exhibit D which is incorporated herein. Prior to commencing construction, Owner 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 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 Community Development as set forth in the City of Belvidere Municipal Code. Owner agrees that, unless provided otherwise herein, this Agreement shall not be considered as approval of any preliminary or final plat. Further, Owner agrees that, notwithstanding anything else in this Agreement and notwithstanding any prior approval of any preliminary plat, the City Council may deny any final plat approval if it determines that the proposed development would be contrary to the public health or welfare.

C. Owner shall construct and complete all Public Improvements required by this Agreement, those bonded and required by the City's subdivision control ordinance and any other public improvements, including, but not limited to, sidewalks, streets, 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 be in compliance with the Belvidere Municipal Code, including but not limited to the Subdivision Ordinance and any other directives from the City and shall be constructed in accordance with the specifications and preliminary design plan shown on the attached Exhibit "I" which is incorporated herein and any approved final plat. Prior to commencing construction, Owner 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 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 an 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.

18. Costs, Expenses, and Fees. The Owner shall pay the current annexation fees authorized in the Belvidere Municipal Code to the City, which have been or shall be incurred as a result of the petitioner's request herein at time of filing Owner's petition for Annexation. Also, prior to annexation, the Owner(s) shall pay to the City any amount due a fire protection district

pursuant to 70 ILCS 705/20, as amended. Owner(s) shall pay the entire amount which may be due a fire protection district prior to annexation regardless of when the monies may actually become due to the fire protection district.

19. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end all provisions, covenants or portions of this Agreement are declared to be severable.

20. Addresses for Notices. All notices and other communications in connection with this agreement shall be in writing, and any notice, communication or payment hereunder shall be deemed delivered to the addresses thereof two (2) days after deposit in any main or branch United States Post Office, certified or registered mail, postage prepaid, or one (1) day after deposit thereof with any nationally known and reputable overnight courier service, delivery charges prepaid, or on the date of delivery, if personally delivered, or transmitted by facsimile with confirmation of transmittal, in any case, addressed to the parties respectively as follows:

If to Owner:

With a Copy to:

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

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

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

21. Entire Agreement. This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the parties.

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

23. Successors and Assigns. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in title and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of the City and successor municipalities. Owners agree to record this Agreement at the Boone County Recorders office immediately upon its execution.

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

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

26. Disconnection. If the property fails to become annexed to the City for any reason or if the property is annexed into another municipality, the City shall have the right to immediately, without notice, disconnect the sanitary sewer service and the water service permitted under this agreement. Failure of the City to promptly disconnect such service does not constitute a waiver of this provision. Furthermore, Owner, and on behalf of their successors and assigns, agrees to refrain from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against the City on account of disconnection pursuant to this section.

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

CITY:
City of Belvidere,
an Illinois Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

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

By:  _____



Subscribed and Sworn to
before me this 27 day.
of October, 2021.

Deborah L Moore
Notary Public

EXHIBIT LIST

A) LEGAL DESCRIPTION

B) ANNEXATION PLAT

C) SITE PLAN

D) PRELIMINARY SEWER DESIGN PLAN

E) SEWER FEES

F) PRELIMINARY WATER DESIGN PLAN

G) WATER FEES

H) PRELIMINARY PLAT

I) OFF-SITE ROAD IMPROVEMENTS

J) EXACTION FEE SCHEDULE

K) ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT

L) PLANNED COMMUNITY DEVELOPMENT

EXHIBIT A
LEGAL DESCRIPTION

Lot Seventeen (17), EXCEPTING THEREFROM 6/100 of an acre for State highway, of Harold V. Davis Subdivision of a part of the Southeast Quarter (1/4) of Section 22, Township 44 North, Range 3 East of the Third Principal Meridian; situated in Belvidere Township, Boone County, Illinois.

Commonly known as: 2106 North State Street, Belvidere, IL 61008

PIN: 05-22-401-021

EXHIBIT B
ANNEXATION PLAT



EXHIBIT C

SITE PLAN

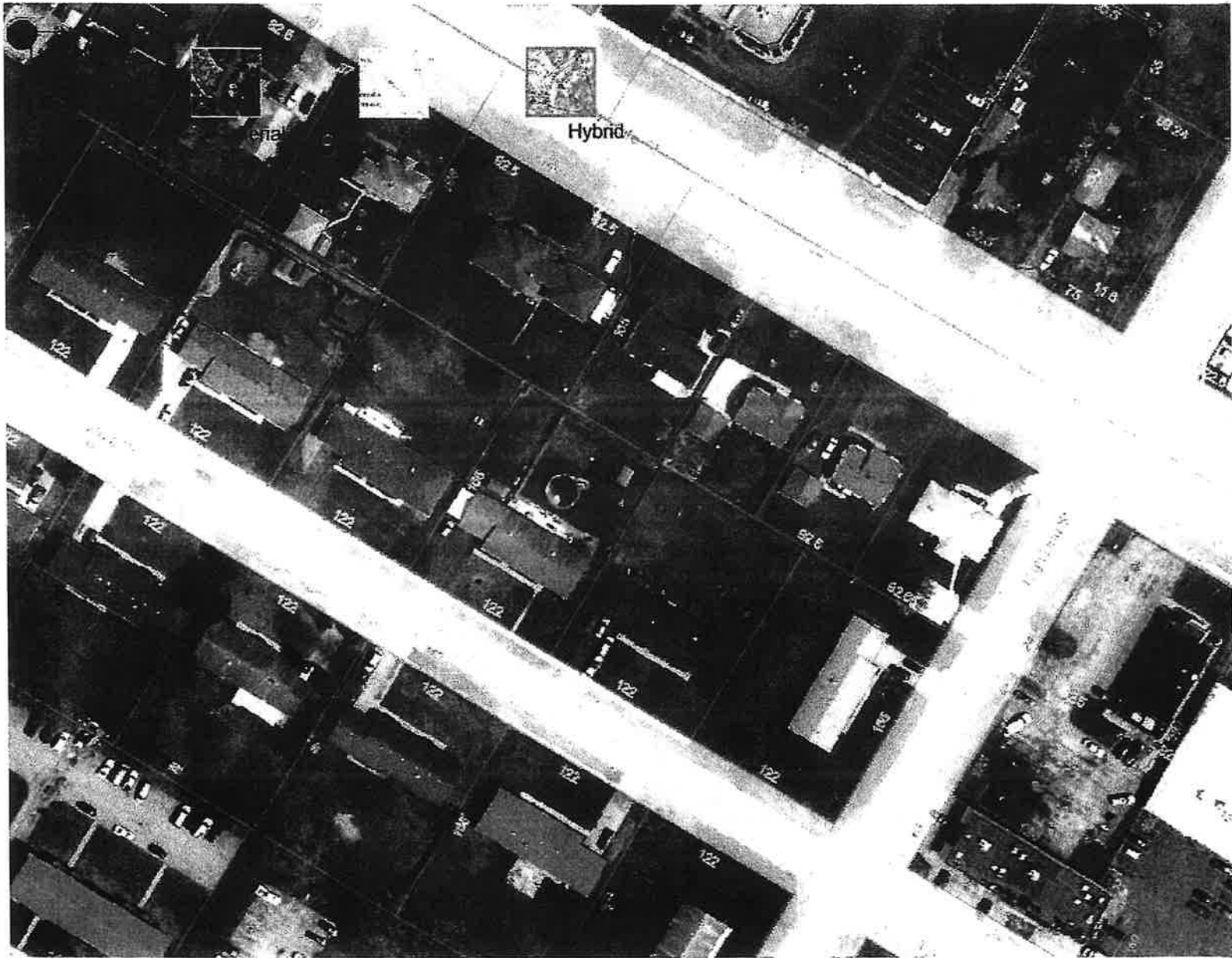


EXHIBIT D
PRELIMINARY SEWER PLAN

NOT APPLICABLE

EXHIBIT E

SEWER FEES

Owner shall pay the Sewer Connection Fees, applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of connection.

EXHIBIT F
PRELIMINARY WATER DESIGN PLAN

NOT APPLICABLE

EXHIBIT G

WATER FEES

Owner shall pay the Water Connection Fees, applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of connection.

EXHIBIT H
PRELIMINARY PLAT

NOT APPLICABLE

EXHIBIT I
OFFSITE IMPROVEMENTS

NOT APPLICABLE

EXHIBIT J
EXACTION FEE SCHEDULE

NOT APPLICABLE

EXHIBIT K

MODIFICATIONS TO STANDARD AGREEMENT

NONE

City: City of Belvidere,
an Illinois Municipal Corporation

by: _____
Mayor

ATTEST:

City Clerk

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

By: _____

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

Notary Public

EXHIBIT L

PLANNED COMMUNITY DEVELOPMENT CONCEPT

NOT APPLICABLE



925 East Ridgely Avenue • Springfield, Illinois 62702-2737 • www.dph.illinois.gov

October 19, 2021

City of Belvidere
401 Whitney Blvd.
Belvidere, IL, 61008

Re: Intergovernmental Agreement for the Death Certificate Surcharge Fund

In order to issue payment to your office for payments due from funds collected with death certificate fees, an updated Intergovernmental Agreement (IGA) will need to be completed and returned. Please review, sign and return the IGA at your earliest convenience.

You may return the completed IGA in the business reply envelope provided.

Please contact Charissa Norton in the Division of Vital Records (charissa.norton@illinois.gov) if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "Nadine O'Leary", written over a horizontal line.

Nadine O'Leary
Deputy State Registrar
Division of Vital Records

Enclosure(s)

**Intergovernmental Agreement
Between
Illinois Department of Public Health
And
City of Belvidere**

The Illinois Department of Public Health (DPH) and City of Belvidere, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Interagency Agreement (Agreement) in Sangamon County, Illinois. DPH and City of Belvidere are collectively referred to herein as "Parties" or individually as a "Party." To fulfill the terms of this Agreement the Parties agree to the following:

**ARTICLE I
INTRODUCTION**

1.1 **Background.** The Vital Records Act (410 ILCS 535/25) provides for a two dollar surcharge fee for obtaining a certified copy of a death certificate and a fetal death certificate. This fee is mandated to be deposited into the Death Certificate Surcharge Fund, a special fund created in the State treasury.

1.2 **Purpose.** Subject to appropriation, 25 percent of the monies in the Death Certificate Surcharge Fund may be used for grants by DPH to all county local registrar officials charged with the duties set forth under Division 3-3 of the Counties Code, who have a different title, for equipment and lab facilities. (Source P.A. 99-408, eff. 1-1-16).

**ARTICLE II
DUTIES AND OBLIGATIONS OF THE PARTIES**

2.1 The Death Certificate Surcharge Fund shall be used, as stated in 410 ILCS 535/25.5, for equipment and lab facilities. (Source P.A. 99-408, eff. 1-1-16).

2.2 Party must report receipt of Funds to its county treasurer and provide satisfactory written proof to DPH upon request.

2.3 Under this Agreement, DPH will distribute utilizing electronic funds transfer where available, in accordance with DPH's spending authority. In subsequent years, DPH will annually distribute funds collected from the previous fiscal year. The calendar years to be distributed under this Agreement are:

January 1, 2022 – December 31, 2022, Distributed FY 2023
January 1, 2023 – December 31, 2023, Distributed FY 2024
January 1, 2024 – December 31, 2024, Distributed FY 2025
January 1, 2025 – December 31, 2025, Distributed FY 2026
January 1, 2026 – December 31, 2026, Distributed FY 2027

**ARTICLE III
EXPENDITURE OF FUNDS**

3.1 **Expenditures.** DPH shall be responsible for disbursing to county local registrars an appropriate share of the Death Certificate Surcharge Fund for monies collected during the preceding fiscal year. Payments shall be made to the order of the County and not to any specific individual.

**ARTICLE IV
TERM**

4.1 **Term.** This Agreement shall commence upon execution and, unless otherwise terminated by the Parties, shall continue through December 31, 2027.

**ARTICLE V
TERMINATION**

INTERGOVERNMENTAL AGREEMENT

Page 2 of 3

5.1 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.2 Termination for Breach. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

**ARTICLE VI
MISCELLANEOUS**

6.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. In no event will the total term of the Agreement, including the initial term, any renewal terms and any extensions, exceed 10 years.

6.2 Amendments. This Agreement shall not be modified verbally. This agreement shall only be modified or amended during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.3 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately. The exclusive venue of any action filed against DPH shall be in the Illinois Court of Claims.

6.4 Records Retention. The Parties shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

6.5 No Personal Liability. No member, official, director, employee or agent of DPH or City of Belvidere shall be individually or personally liable in connection with this Agreement, except for personal mis-appropriation of funds distributed under this agreement.

6.6 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon DPH and City of Belvidere and their respective successors and permitted assigns.

6.7 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the Illinois Vital Records Act (410 ILCS 535) and Vital Records Administrative Code (77 Ill Adm. Code 500) shall be given precedence.

6.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

INTERGOVERNMENTAL AGREEMENT
Page 3 of 3

6.9 Notices. All written notices, requests and communications may be made by mail to the addresses set forth below.

To DPH:

Nadine O’Leary
Deputy State Registrar
Division of Vital Records
925 E. Ridgely Avenue
Springfield, Illinois 62702

To County Local Registrar:

City of Belvidere
401 Whitney Blvd.
Belvidere, IL, 61008

6.10 Availability of Appropriations. The Parties’ respective obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to the respective Parties by the Illinois General Assembly to allow the respective Parties to fulfill their obligations under this Agreement; or (c) funds appropriated are swept, de-appropriated, re-allocated, or not allocated.

6.11 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL REGISTRAR

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

County Local Registrar (Printed Name)

Ngozi O. Ezike, M.D.
Director

County Local Registrar (Signature)

Date _____

Federal Employer Identification Number (FEIN)

Date: _____

October 1, 2021

The Honorable Clinton Morris
Mayor
City of Belvidere
401 Whitney Blvd Suite 100
Belvidere, IL 61008-3628

Dear Mayor Morris:

The Illinois Municipal League Risk Management Association (RMA) thanks you for your continued participation in the RMA program. We are very proud of our long history of providing an excellent risk management program and superior customer service to our members.

Enclosed please find your municipality's invoice for the 2022 coverage year starting on January 1, 2022. **We are very pleased that for the fourth year in a row, and due to solid financial decisions, your 2022 renewal rate has not increased.** In addition, we are pleased to continue to offer a **1% early payment discount if your payment is received in full no later than November 19, 2021.**

We have been working on your behalf to provide the following coverage enhancements for 2022:

- Increased limit on non-scheduled property in the open from \$5,000 to \$10,000.
- Increased limit on outdoor trees, shrubs and plants from \$1,000 per item to \$10,000 per item and from \$10,000 per occurrence to \$25,000 per occurrence.
- Coverage for automobile tire replacement if damage is caused by vandalism.
- Increased limit on drone physical damage coverage from \$2,500 to \$5,000.
- An added sublimit of \$100,000 for leased or rented equipment.

These coverage enhancements are in addition to the protection, budget stability, convenience, loss control training, expert claims handling and superior customer service that you are already accustomed to as a valued RMA member.

We thank you for making RMA your choice for professional risk management services and coverage. If you have questions about your 2022 renewal contribution amount or coverages, please contact Julia Reynolds at (800) 252-5051 ext. 1199 or Josh Odle at (800) 252-5051 ext. 2163.

If you would like one of our staff members to visit your municipality to review the RMA program and its benefits, or have any other questions or comments, please feel welcome to contact our main office at (217) 525-1220 to schedule an appointment. Thank you for your continued membership.

Yours very truly,



BRAD COLE
Managing Director

c: Sarah Turnipseed, Risk Management Coordinator

Disclaimer: The trade secret, commercial, and financial information contained in the documents hereby provided are proprietary, privileged, and confidential IMLRMA/CCMSI records. Distribution of such trade secret, commercial, or financial information is prohibited and would cause competitive harm to IMLRMA/CCMSI.

Illinois Municipal League



INVOICE

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment after completing the information on the reverse side.

Date: October 1, 2021
Member: City of Belvidere
Account #: 0043
Indicate Payment Option (from list below): 1
Amount Enclosed: \$ 710958.80

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2022 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION	
Work Comp	\$337,295
Auto Liability & Comprehensive General Liability	\$253,616
Portable Equipment	\$6,215
Auto Physical Damage	\$25,020
Property	\$93,974
	\$716,120
2022 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	\$2,000
INVOICE TOTAL	\$718,120

PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:	
<u>OPTION #1 – Pay Full Amount</u>	
Contribution Amount	\$716,120.00
Minus 1% Savings	\$7,161.20
	\$708,958.80
Illinois Municipal League Dues	\$2,000.00
Total due by 11/19/21	\$710,958.80
<u>OPTION #2 - Pay Full Amount</u>	
Contribution Amount	\$716,120.00
Illinois Municipal League Dues	\$2,000.00
Total due by 12/17/21	\$718,120.00
<u>OPTION #3 - Pay in two installments</u>	
Includes 1% installment fee	
Contribution Amount	\$716,120.00
Plus 1% fee	\$7,161.20
	\$723,281.20
Illinois Municipal League Dues	\$2,000.00
	\$725,281.20
\$362,640.60	Due by 12/17/21
\$362,640.60	Due by 5/20/22

**Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.*

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title: Mayor
Date: _____

Announcement of Estimated Tax Levy for Tax Year 2021

The estimated amount of the tax levy needed to finance the various City needs and activities is \$4,983,934 with an additional \$759,415 for the operations of the Ida Public Library.

To confirm and record this announcement, the following motion is recommended:

"Motion to approve the estimated tax levy of \$5,743,349 as announced by the Finance Director."

Please note:

This will all come back in ordinance form.

Per the Truth in Taxation Act: At least 20 days prior to the passage of the tax levy ordinance, the municipality's corporate authorities must estimate the amount of the tax levy. This estimate should be announced at a meeting of the corporate authorities and should be approved by a majority of the corporate authorities.

Announcement of estimated levy	November 8, 2021
Planned 1st reading of the tax levy ordinance	November 15, 2021
Public hearing of the levy ordinance	December 6, 2021
2nd reading and passage of the tax levy ordinance	December 6, 2021

Date: November 8, 2021

To: Mayor Morris
City Council Members

From: Shannon Hansen, Budget & Finance Officer

Re: Data for the December 2021 Tax Levy Request of \$5,743,349

Attached is a comparison of last year's tax levy request and the request for this year. The current request is \$4,983,934, which represents a zero increase over last year's levy. The CPI increase allowed under tax caps for this tax levy year is 1.4%. This, and all of the remaining data, is exclusive of the Ida Public Library's needs and requests.

The Library's tax levy last year was \$744,525. Their request this year is \$759,415, which is an increase of \$14,890 or 2.0%. Last year City Council voted not to increase the levy for the City, but did increase the levy for the Library. The City tax levy has not increased since 2017.

Shown below is the history of the Equalized Assessed Value (EAV):

Tax Yr	Estimate	Actual EAV	Actual % of change	\$ Amount Change in EAV
2002	245,324,948	257,081,839	10.43%	24,286,246
2003	271,352,511	278,776,975	8.44%	21,695,136
2004	291,849,526	297,096,290	6.57%	18,319,315
2005	315,780,861	331,454,024	11.56%	34,357,734
2006	355,448,012	377,708,700	13.96%	46,254,676
2007	404,400,000	416,732,752	10.33%	39,024,052
2008	432,115,141	443,600,125	6.45%	26,867,373
2009	452,045,804	438,938,620	-1.05%	(4,661,505)
2010	415,154,200	395,816,101	-9.82%	(43,122,519)
2011	348,074,832	352,948,663	-10.83%	(42,867,438)
2012	327,073,973	319,404,850	-9.50%	(33,543,813)
2013	287,869,996	287,602,559	-9.96%	(31,802,291)
2014	283,691,002	285,968,423	-0.57%	(1,634,136)
2015	289,763,045	290,237,142	1.33%	4,268,719
2016	306,212,453	298,523,596	5.50%	8,286,454
2017	315,191,809	313,938,613	5.58%	15,415,017
2018	331,020,261	330,978,046	5.44%	17,039,433
2019	345,580,258	346,487,408	4.41%	15,509,362
2020	364,166,401	366,788,606	5.85%	20,301,198

Listed below is the history of taxes levied and extended:

	Levied	Extended	Difference between Levied & Extended
2002	2,508,150	2,509,895	1,745
2003	2,695,150	2,697,729	2,579
2004	3,016,400	2,897,584	(118,816)
2005	3,191,500	3,193,234	1,734
2006	3,506,750	3,509,297	2,547
2007	3,851,200	3,761,018	(90,182)
2008	4,059,738	4,063,826	4,088
2009	4,224,563	4,109,914	(114,649)
2010	4,244,800	4,237,013	(7,787)
2011	4,321,900	4,119,723	(202,177)
2012	4,462,000	4,462,309	309
2013	4,573,750	4,573,917	167
2014	4,673,148	4,673,353	205
2015	4,741,324	4,741,604	280
2016	4,812,958	4,813,126	168
2017	4,983,934	4,984,277	343
2018	4,983,934	4,984,198	264
2019	4,983,934	4,984,221	287
2020	4,983,934	4,984,253	319

Tax Levy Comparison to Previous Year

Levy Category	for Fund	Fund #	(Levy) Dec 20	(Extension) Dec 20	(Levy) Dec 21	% of chng Levy 20 to Levy of 21
Gen Corporate	General	01	1,694,385	1,694,417	1,694,385	0.00%
Police Protection	General	01	20,000	20,027	20,000	0.00%
Fire Protection	General	01	20,000	20,027	20,000	0.00%
Audit	General	01	20,000	20,027	20,000	0.00%
Street Lighting	General	01	210,000	210,023	210,000	0.00%
Civil Defense	General	01	7,000	7,006	7,000	0.00%
Street & Bridge	General	01	60,000	60,007	60,000	0.00%
Tort (legal fees)	General	01	75,000	75,008	75,000	0.00% (1)
Forestry Program	General	01	40,000	40,017	40,000	0.00%
I.M.R.F.	General	01	65,000	65,032	65,000	0.00% (2)
Social Security Tax	General	01	200,000	200,010	200,000	0.00%
Refuse/Landfill	General	01	50,000	50,030	50,000	0.00%
Insurance/Tort	General	01	300,000	300,033	300,000	0.00%
For General Fund			2,761,385	2,761,661	2,761,385	0.00%
Public Benefit	Capital Proj	41	40,000	40,017	40,000	0.00%
Police Pension	Pension	81	1,181,417	1,181,426	1,181,417	0.00%
Fire Pension	Pension	82	1,001,132	1,001,150	1,001,132	0.00%
TOTAL CITY LEVY			4,983,934	4,984,254	4,983,934	0.00%
City's actual EAV and tax rate				366,788,606	364,166,401	1.3589% 1.3686%
Library		18	744,525	744,548	759,415	2.00%
TOTAL LEVY			5,728,459	5,728,802	5,743,349	0.26%

(1) Portion of City Attorney's salary (excludes benefits) - "costs of protecting itself or its employees against liability"
(2) Employer rate 10.70% (Calendar year 2021)