

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
AGENDA

December 19, 2016

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

(1) Roll Call:

(2) Pledge of Allegiance:

Invocation: Mayor Chamberlain.

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

(4) Approval of minutes of the regular meeting of the Belvidere City Council of  
December 5, 2016; as presented.

(5) Public Hearing: Property Tax Levy.

(6) Special Messages and Proclamations:

(7) Approval of Expenditures: General & Special Fund Expenditures: \$1,171,644.35  
Water & Sewer Fund Expenditures: \$ 554,867.66

(8) Committee Reports and Minutes of City Officers:

(A) Belvidere Police Department Overtime Report of November 22, 2016  
through December 5, 2016.

(B) Belvidere Fire Department Overtime Reports of November 23, 2016  
through December 6, 2016.

(C) Monthly Treasurer's Report for November 2016.

(D) Monthly General Fund Report for November 2016.

(E) Monthly Water/Sewer Fund Report for November 2016.

(F) Monthly Building Department Revenues for November 2016.

(G) Monthly Report of Community Development and Planning Department  
for November 2016.

(H) Minutes of City-County Coordinating Committee of November 9, 2016.

(I) Minutes of Planning and Zoning Commission of December 13, 2016.

(J) Minutes of Committee of the Whole – Building, Planning and Zoning and  
Public Works of December 12, 2016.

(9) Unfinished Business:

- (A) Ord. #319H – 2<sup>nd</sup> Reading: Tax Levy Ordinance.
- (B) Ord. #320H – 2<sup>nd</sup> Reading: An Ordinance Making a Levy and Providing for a Special Service Area #2 Tax in the City of Belvidere, Boone County, Illinois for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017.
- (C) Ord. #321H – 2<sup>nd</sup> Reading: An Ordinance Making a Levy and Providing for a Special Service Area #3 Tax in the City of Belvidere, Boone County, Illinois for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017.

(10) New Business:

- (A) Ord. #322H – 1<sup>st</sup> Reading: An Ordinance Authorizing the Purchase of a New Alexis Fire Apparatus and a Lease to Own Purchase Agreement with American Capital Financial Services, Inc. (Purchase price \$472,285.00).
- (B) Ord. #323H – 1<sup>st</sup> Reading: An Ordinance Amending Chapter 150, Zoning Ordinance of the Municipal Code (Shooting Ranges- Definitions, Detailed Land Use Description, General Industrial and Heavy Industrial Permitted Uses).
- (C) Ord. #324H – 1<sup>st</sup> Reading: An Ordinance Amending Section 74-291 of the City of Belvidere Municipal Code.
- (D) Waiving the two-week layover for Ord. #322H – An Ordinance Authorizing the Purchase of a New Alex Fire Apparatus and a Lease to Own Purchase Agreement with American Capital Financial Services, Inc. (Purchase price \$472,285.00).
- (E) Ord. #322H – 2<sup>nd</sup> Reading: An Ordinance Authorizing the Purchase of a New Alexis Fire Apparatus and a Lease to Own Purchase Agreement with American Capital Financial Services, Inc. (Purchase price \$472,285.00)
- (F) Res. #2048-2016: A Resolution Authorizing the Execution of an Independent Contractor Agreement for Electrical Inspection Services.
- (G) Res. #2049-2016: A Resolution Authorizing the Execution of an Independent Contractor Agreement for Plumbing Inspection Services.

Motions forwarded from City-County Coordinating Committee of November 9, 2016.  
Motion - Co-Chairman Snow.

- (A) Motion to approve TRC invoice #210643 in the amount of \$2892.80 with a 50/50 split between City and County.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of December 12, 2016.

Motions of Public Works – Chairman Brooks:

- (A) Motion to approve the developer's (Dan Ericson for Plat #2 of Landmark Logistics) request (based on the work completed to date) the escrow may be reduced from \$402,786 to \$72,838. This amount represents 125% of the cost of uncompleted work in accordance with the provisions of Section 151.61(b) (2) of the City's Subdivision Code.
  - (B) Waive the bidding process for upgrades to Well #4.
  - (C) Motion to approve the proposal from Engel Electric in the amount of \$29,974 to complete the electrical upgrades to Well #4. This work will be paid for from line item #61-1790.
  - (D) Motion to approve the proposal from Engel Electric in the amount of \$15,162 to complete the electrical upgrades to Well #9.
- (11) Adjournment:

State of Illinois SS  
Belvidere, Illinois

**Belvidere City Council  
Regular Session  
Minutes**

Date: December 5, 2016

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

Mayor Chamberlain presiding:

- (1) Roll Call: Present: D. Arevalo, R. Brooks, J. Sanders, G. Crawford, W. Frank, C. Morris, T. Ratcliffe, M. Sanderson, D. Snow and C. Stevens.  
Absent: None.

Other staff members in attendance:

Budget and Finance Director Becky Tobin, Building Director Lesa Morelock, Public Works Director Brent Anderson, Treasurer Ric Brereton, Fire Chief Hyser, Police Chief Noble, City Attorney Drella and City Clerk Arco.

- (2) Pledge of Allegiance:  
Invocation: Mayor Chamberlain:

(3) Public Comment:

- (A) Chief Hyser thanked all Public Safety Officers, Firefighters and Crime Stoppers for their involvement with Shop with a Kid on Saturday, December 3, 2016.

(4) Approval of Minutes:

- (A) Approval of minutes of the regular meeting of the Belvidere City Council of November 21, 2016; as presented.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Arevalo to approve the minutes of the regular meeting of the Belvidere City Council of November 21, 2016. Roll Call Vote: 9/0/1 in favor. Ayes: Arevalo, Brooks, Sanders, Crawford, Frank, Ratcliffe, Sanderson, Snow and Stevens. Nays: None. Abstain: Morris. Motion carried.

(5) Public Hearing: None.



(6) Special Messages and Proclamations:

- (A) Brad Peters of Sister Cities Association of Belvidere spoke on FY18 budget request and hosting the Youth Band of Musik Verein in June 2017.

(7) Approval of Expenditures: None.

(8) Committee Reports & Minutes of City Officers:

- (A) Belvidere Police Department Overtime Report of November 8, 2016 through November 21, 2016.
- (B) Belvidere Fire Department Overtime Report of November 9, 2016 through November 22, 2016

Let the record show these reports were read and placed on file.

- (C) Minutes of Committee of the Whole – Public Safety and Finance and Personnel of November 28, 2016.

Motion by Ald. Sanderson, 2<sup>nd</sup> by Ald. Arevalo to approve the minutes of Committee of the Whole – Public Safety and Finance and Personnel of November 28, 2016. Roll Call Vote: 10/0 in favor. Ayes: Brooks, Sanders, Crawford, Frank, Morris, Ratcliffe, Sanderson, Snow, Stevens and Arevalo. Nays: None. Motion carried.

(9) Unfinished Business:

- (A) Ord. #318H – 2<sup>nd</sup> Reading: An Ordinance Amending Subsection (a) of Section 2-700 of the City of Belvidere Municipal Code.

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Sanders to pass Ord. #318H. Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Sanderson to amend ordinance from \$20,000 to \$15,000. Roll Call Vote on amendment: 4/6 in favor. Ayes: Morris, Sanderson, Snow and Stevens. Nays: Sanders, Crawford, Frank, Ratcliffe, Arevalo and Brooks. Motion lost. Roll Call Vote on original motion 6/4 in favor. Ayes: Crawford, Frank, Ratcliffe, Arevalo, Brooks and Sanders. Nays: Morris, Sanderson, Snow and Stevens. Motion carried.

(10) New Business:

- (A) Ord. #319H – 1<sup>st</sup> Reading: Tax Levy Ordinance.
- (B) Ord. #320H – 1<sup>st</sup> Reading: An Ordinance Making a Levy and Providing for a Special Service Area #2 Tax in the City of Belvidere, Boone County, Illinois for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017.

- (C) Ord. #321H – 1<sup>st</sup> Reading: An Ordinance Making a Levy and Providing for a Special Service Area #3 Tax in the City of Belvidere, Boone County, Illinois for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017.

Let the record show Ordinances #319H, #320H and #321H were placed on file for first reading.

Motions forwarded from Public Safety and Finance and Personnel of November 28, 2016.

- (A) Motion to approve the health renewal with Williams Manny for 2017 with Blue Cross Blue Shield for medical and city self-funding for dental. Roll Call Vote: 10/0 in favor. Ayes: Frank, Morris, Ratcliffe, Sanderson, Snow, Stevens, Arevalo, Brooks, Sanders and Crawford. Nays: None. Motion carried.
- (B) Motion to accept check #136637 in the amount of \$2,822.01 from EOTech to apply towards the purchase of eight (8) Aimpoint Patrol Rifle Optics at a cost not to exceed \$3,080. The remaining \$257.99 would be paid from the Belvidere Police Department's Equipment line item. Roll Call Vote: 10/0 in favor. Ayes: Morris, Ratcliffe, Sanderson, Snow, Stevens, Arevalo, Brooks, Sanders, Crawford and Frank. Nays: None. Motion carried.
- (C) Motion to accept the donations of \$200 from Dean Foods Company and \$250 from Gallano Trucking Inc. for the purchase of supplies for the Belvidere Police Department's "Badges with Books" Program. Roll Call Vote: 10/0 in favor. Ayes: Ratcliffe, Sanderson, Snow, Stevens, Arevalo, Brooks, Sanders, Crawford, Frank and Morris. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Sanders to adjourn the meeting at 7:30 p.m. Aye voice vote carried. Motion carried.

\_\_\_\_\_ Mayor

Attest:

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

**Notice of Proposed Property Tax Increase for  
City of Belvidere**

- I. A public hearing to approve a proposed property tax levy increase for the City of Belvidere for 2016 will be held on December 19, 2016, at 7:00 P.M. at the City Council Chambers at 401 Whitney Boulevard, Belvidere, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Becky Tobin, Budget/Finance Officer, 401 Whitney Boulevard, Suite 100, Belvidere, Illinois 61008 (Telephone 815-544-2612).

- II. The corporate and special purpose property taxes extended or abated for 2015 were \$5,419,790.

The proposed corporate and special purpose property taxes to be levied for 2016 are \$5,499,524. This represents a 1.5% increase over the previous year.

- III. The property taxes extended or abated for debt service for 2015 were \$0.

The estimated property taxes to be levied or abated for debt service for 2016 are \$0.00

- IV. The total property taxes extended or abated for 2015 were \$5,419,790. The estimated total property taxes to be levied or abated for 2016 are \$5,499,524. This represents a 1.5% increase over the previous year.

- V. The tax levy for Special Service Areas #2 and #3 shall not exceed .12% of the value as equalized or assessed of taxable property within the Special Service Areas #2 and #3.

Published in The Boone County Journal 12-9-2016

Bills Payable Summary  
December 19, 2016

General Fund: \$ 1,056,660.09

Special Funds:

MFT	\$ 13,362.91
Farmington Ponds	\$ 109.59
Capital	\$ 101,511.76

Water & Sewer: \$ 554,867.66

Total of Funds: \$ 1,726,512.01

**MONTHLY TREASURER'S REPORT**

Activity for the month of:					November 2016			
FUND	FUND #	Beginning Cash Balance	Receipts (Cash In)	Expenditures (Cash Out)	Month's Due to or Due From Activity	Ending Cash Balance	Outstanding Interfund Loans + Borrowings -	Ending Fund Balance
General	01	1,104,921.68	1,290,730.80	1,470,637.97	0.00	925,014.51	42,406.39	967,420.90
Forestry	01	(236,652.91)	5,814.78	16,650.00		(247,488.13)		(247,488.13)
Garbage	01	(7,942.61)	6,540.13	0.00		(1,402.48)		(1,402.48)
I M R F / Soc Sec	01	(89,475.88)	64,254.40	53,966.04		(79,187.52)		(79,187.52)
Community Dev Fund	01	(627,328.72)	11,328.75	38,166.15		(654,166.12)		(654,166.12)
Liability Insurance	01	(668,668.48)	46,492.68	448,206.12		(1,070,381.92)		(1,070,381.92)
Utility Tax Fund	01	9,616,187.16	155,557.22	7,939.22		9,763,805.16		9,763,805.16
<b>General Fund</b>	<b>01</b>	<b>9,091,040.24</b>	<b>1,580,718.76</b>	<b>2,035,565.50</b>	<b>0.00</b>	<b>8,636,193.50</b>	<b>42,406.39</b>	<b>8,678,599.89</b>
Motor Fuel Tax	10	844,199.43	56,996.42	27,760.55		873,435.30		873,435.30
Kishwaukee TIF	13	36,535.79	693.28	0.00		37,229.07	(42,406.39)	(5,177.32)
Kishwaukee 2 TIF	15	4,914.77	0.00	0.00		4,914.77		4,914.77
Special Service Area 2	16	5,788.54	3,215.81	1,725.28		7,279.07		7,279.07
Special Service Area 3	17	5,034.28	1,171.20	0.00		6,205.48		6,205.48
Capital Projects - general								
Utility Tax Fund	41	0.00	0.00	0.00		0.00		0.00
Public Improvement	41	403,031.35	5,829.58	253,102.96		155,757.97		155,757.97
Capital Fund (752)	41	522,499.97	37.73	67,007.50		455,530.20		455,530.20
State Street Bridge	41	56,117.81	0.00	0.00		56,117.81		56,117.81
<b>Capital Projects</b>	<b>41</b>	<b>981,649.13</b>	<b>5,867.31</b>	<b>320,110.46</b>	<b>0.00</b>	<b>667,405.98</b>	<b>0.00</b>	<b>667,405.98</b>
W/S General Admin	61	75,607.08	0.00	0.00		75,607.08		75,607.08
Water - operations	61	828,176.96	310,459.35	346,165.65	(22,286.45)	770,184.21		770,184.21
W / S - bond proceeds	61	0.00	0.00	0.00		0.00		0.00
W / S - bond payments	61	299,849.59	39,875.61	0.00		339,725.20		339,725.20
W / S - bond reserves	61	588,184.91	337.63	0.00		588,522.54		588,522.54
Sewer - operations	61	1,110,730.70	293,360.55	421,708.40	(22,286.45)	960,096.40		960,096.40
W/S Cap Imprv (Depr) 04-09	61	1,754,492.49	38,263.03	14,225.00		1,778,530.52		1,778,530.52
W/S Connection/Agr Fees 05-10	61	3,903,408.56	9,820.97	0.00		3,913,229.53		3,913,229.53
Sewer Plant Equip Repl 06-08	61	1,374,080.93	27,380.40	272,352.50		1,129,108.83		1,129,108.83
<b>Water / Sewer Fund</b>	<b>61</b>	<b>9,934,531.22</b>	<b>719,497.54</b>	<b>1,054,451.55</b>	<b>(44,572.90)</b>	<b>9,555,004.31</b>	<b>0.00</b>	<b>9,555,004.31</b>
Escrow	91	1,537,822.80	7,746.85	58,668.67		1,486,900.98		1,486,900.98
<b>TOTAL</b>		<b>22,441,516.20</b>	<b>2,375,907.17</b>	<b>3,498,282.01</b>	<b>(44,572.90)</b>	<b>21,274,568.46</b>	<b>0.00</b>	<b>21,274,568.46</b>

FUND	FUND #	Checking	Money Market	C D 's	Trust Acct	Ending Cash Balance	Due From + Due To - Other Funds	Ending Fund Balance
General Fund	01	1,468,249.91	130,618.84	7,037,324.75		8,636,193.50	42,406.39	8,678,599.89
Motor Fuel Tax	10	249,911.53	623,523.77			873,435.30		873,435.30
Kishwaukee TIF	13	37,229.07	0.00			37,229.07	(42,406.39)	(5,177.32)
Kishwaukee 2 TIF	15	4,914.77	0.00			4,914.77		4,914.77
Sp Srv Areas #2-Farmington	16	7,279.07	0.00			7,279.07		7,279.07
Sp Srv Areas #3-Farmington	17	6,205.48	0.00			6,205.48		6,205.48
Capital Projects	41	223,121.36	444,284.62			667,405.98		667,405.98
Water / Sewer Fund	61	1,070,997.57	140,320.28	8,343,686.46		9,555,004.31		9,555,004.31
Escrow	91	479,874.19	551,765.23	455,261.56		1,486,900.98		1,486,900.98
<b>TOTAL</b>		<b>3,547,782.95</b>	<b>1,890,512.74</b>	<b>15,836,272.77</b>	<b>0.00</b>	<b>21,274,568.46</b>	<b>0.00</b>	<b>21,274,568.46</b>

Fire Department - 2% Fund	19	10,248.09	25,454.76			35,702.85		35,702.85
---------------------------	----	-----------	-----------	--	--	-----------	--	-----------

Seized Vehicles		5,615.98				5,615.98		5,615.98
Drug Operations		61,973.73				61,973.73		61,973.73
State Asset Forfeiture		53,339.79				53,339.79		53,339.79
Federal Forfeiture		61,468.59				61,468.59		61,468.59
Auction		32,155.05				32,155.05		32,155.05
Metro Narcotics		7,369.94				7,369.94		7,369.94
Metro Narcotics OAF		1,407.00				1,407.00		1,407.00
Belvidere OAF		513.50				513.50		513.50
<b>TOTAL POLICE FUNDS as of Oct 2016</b>		<b>223,843.58</b>				<b>223,843.58</b>		<b>223,843.58</b>

**INCOME STATEMENT FOR THE GENERAL FUND**

				Through	November , 2016		
	Account #	Actual FY 15	Actual FY 16	Month of November	YTD Actual for FY 17	Budget FY 17	58% of budget
<b>General Administration</b>							
RE Property Tax	01-4-110-4010	1,820,935.20	1,835,158.83	267,406.46	1,843,251.00	1,840,576	100%
Hotel / Motel Tax	01-4-110-4011	3,774.16	2,797.94	19.65	1,553.64	3,836	41%
Auto Rental Tax	01-4-110-4012	7,071.02	6,255.78	561.86	3,760.19	6,000	63%
Muni Infrastructure Maint	01-4-110-4013	169,623.09	172,424.44	12,908.30	88,618.67	177,600	50%
State Income Tax	01-4-110-4100	2,484,441.48	2,731,919.66	151,432.67	1,451,535.45	2,609,670	56%
Muni Sales Tax	01-4-110-4110	3,266,150.10	3,195,462.66	291,358.16	1,946,727.39	3,219,242	60%
Sales Tax to Developer	01-4-110-4111	0.00	0.00	0.00	0.00	0	0%
Local Use Tax	01-4-110-4112	492,690.99	588,795.81	47,923.20	342,066.88	601,247	57%
Replacement Tax	01-4-110-4120	501,471.16	507,162.14	0.00	256,491.46	468,082	55%
Repl Tax Dist to Pensions	01-4-110-4121	(255,962.00)	(256,794.00)	(25,000.00)	(75,000.00)	(264,958)	28%
State Grants	01-4-110-4150	0.00	0.00	0.00	0.00	0	0%
Grants (NDevelopment)	01-4-110-4151	0.00	0.00	0.00	0.00	0	0%
Business License	01-4-110-4200	17,193.00	18,088.00	475.00	13,720.00	16,791	82%
Liquor License & Fines	01-4-110-4210	122,000.00	115,175.00	15,100.00	104,050.00	102,450	102%
Amusement Machine	01-4-110-4230	8,540.00	7,600.00	0.00	8,400.00	9,000	93%
Court Fines	01-4-110-4400	480,921.09	382,451.10	17,814.62	159,370.91	375,000	42%
Parking Fines	01-4-110-4410	5,822.00	6,028.00	215.12	1,466.12	7,764	19%
Seized Vehicle Fee	01-4-110-4420	108,000.00	73,830.00	2,400.00	28,500.00	87,000	33%
Engr Fees-Subdivision	01-4-110-4430	827.07	0.00	0.00	14,005.00	20,000	70%
Video Gambling	01-4-110-4440	108,364.35	184,057.62	17,623.74	131,221.04	180,000	73%
Franchise Fees	01-4-110-4450	254,160.47	264,885.46	57,235.47	201,753.95	261,613	77%
Comcast Fees	01-4-110-4455	0.00	4,842.60	14,600.60	14,600.60	0	0%
Death/Birth Certificates	01-4-110-4460	16,902.00	18,225.00	1,656.00	10,833.00	17,470	62%
Accident/Fire Reports	01-4-110-4470	5,854.00	4,850.00	320.00	2,568.85	5,147	50%
Annexation/Plat Fees	01-4-110-4471	0.00	0.00	0.00	0.00	20,000	0%
Tipping Fees	01-4-110-4472	179,023.27	97,755.58	7,972.13	44,161.89	100,000	44%
Interest Income	01-4-110-4600	25,220.42	20,553.91	11,674.22	23,512.29	28,000	84%
Misc Revenues	01-4-110-4900	34,354.65	25,101.27	1,825.00	12,931.85	35,600	36%
Heritage Days	01-4-110-4901	14,700.00	47,733.11	0.00	42,421.00	0	0%
Historic Pres. Fund Raising	01-4-110-4902	1,805.00	2,223.39	0.00	40.00	0	0%
Historic Pres. Grant Reimb.	01-4-110-4903	7,000.00	0.00	0.00	0.00	0	0%
Operating Transfer in	01-4-110-9998	0.00	133,704.88	0.00	93.23	1,900,000	0%
<b>Total General Administration Revenues</b>		<b>9,880,882.52</b>	<b>10,190,288.18</b>	<b>895,522.20</b>	<b>6,672,654.41</b>	<b>11,827,130</b>	<b>56%</b>
Telecome Tax Rebate	01-5-110-4013	10,783.45	0.00	0.00	0.00	0	0%
Salaries - Elected Officials	01-5-110-5000	207,327.52	207,623.48	21,679.94	125,491.68	207,623	60%
Salaries - Regular - FT	01-5-110-5010	200,843.88	215,618.59	30,598.74	141,878.70	225,850	63%
Group Health Insurance	01-5-110-5130	390,512.63	426,535.23	41,513.06	265,700.06	454,289	58%
Health Ins Claims Pd (Dental)	01-5-110-5131	26,958.24	33,617.08	2,302.72	11,670.24	40,000	29%
Group Life Insurance	01-5-110-5132	1,317.54	1,331.10	109.35	778.95	1,357	57%
Health Insurance Reimb.	01-4-110-4540	(143,249.75)	(155,658.46)	(14,206.43)	(80,558.00)	(146,356)	55%
Unemployment Compensation	01-5-110-5136	0.00	0.00	0.00	0.00	0	0%
Meeting & Conferences	01-5-110-5154	8,647.12	11,726.84	2,012.00	7,376.24	15,465	48%
Subscriptions/Ed Materials	01-5-110-5156	1,029.22	618.90	232.88	220.73	600	37%
<b>Gen Admin Personnel &amp; Benefit Expenses</b>		<b>704,169.85</b>	<b>741,412.76</b>	<b>84,242.26</b>	<b>472,558.60</b>	<b>798,828</b>	<b>59%</b>
Repairs/Maint - Bldgs	01-5-110-6010	25,385.78	19,689.75	2,776.48	17,689.15	48,200	37%
Repairs/Maint - Equip	01-5-110-6020	0.00	2,248.91	329.72	1,636.78	5,000	33%
Legal	01-5-110-6110	6,542.26	5,623.50	914.75	5,491.77	12,900	43%
Other Professional Services	01-5-110-6190	2,812.50	14,667.50	0.00	0.00	2,000	0%
Grant Expenses (NDev)	01-5-110-6191	0.00	0.00	0.00	0.00	0	0%
Telephone	01-5-110-6200	47,564.07	20,965.86	1,062.83	10,868.95	13,840	79%
Codification	01-5-110-6225	0.00	950.00	0.00	0.00	6,000	0%
Other Communications	01-5-110-6290	6,504.07	3,101.47	201.08	1,234.43	4,760	26%
<b>Gen Admin Contractual Expenses</b>		<b>88,808.68</b>	<b>67,246.99</b>	<b>5,284.86</b>	<b>36,921.08</b>	<b>92,700</b>	<b>40%</b>

General Administration (cont)	Account #	Actual FY 15	Actual FY 15	Month of November	YTD Actual for FY 17	Budget FY 17	58% of budget
Office Supplies	01-5-110-7020	50,098.61	46,927.04	2,501.29	18,852.44	62,900	30%
Other Supplies	01-5-110-7800	6,608.20	6,061.61	839.76	2,888.60	7,350	39%
Gen Admin Supplies Expenses		56,706.81	52,988.65	3,341.05	21,741.04	70,250	31%
Miscellaneous Expense	01-5-110-7900	53,949.56	102,348.35	8,072.64	33,408.19	78,960	42%
Reimb of Seized Vehicle Fee	01-5-110-7901	2,100.00	600.00	0.00	907.50	0	0%
Heritage Days	01-5-110-7902	0.00	1,871.84	0.00	52,930.74	0	0%
Comcast Charges	01-5-110-7903	0.00	0.00	0.00	0.00	0	0%
Historic Preservation	01-5-110-7904	0.00	0.00	0.00	0.00	0	0%
Operating Transfers Out	01-5-110-9999	944,882.36	697,252.05	0.00	533,112.59	537,021	99%
<b>Total General Administration Expenses</b>		<b>1,850,617.26</b>	<b>1,663,720.64</b>	<b>100,940.81</b>	<b>1,151,579.74</b>	<b>1,577,759</b>	<b>73%</b>
<b>NET GENERAL ADMINISTRATION</b>		<b>8,030,265.26</b>	<b>8,526,567.54</b>	<b>794,581.39</b>	<b>5,521,074.67</b>	<b>10,249,371</b>	<b>54%</b>
<b>General Fund - Audit Department</b>							
RE Taxes - Audit	01-4-130-4010	19,995.24	20,137.56	2,909.80	20,057.42	20,000	100%
Accounting & Auditing	01-5-130-6100	29,100.00	33,700.00	10,000.00	30,600.00	33,000	93%
<b>NET - AUDIT DEPARTMENT</b>		<b>(9,104.76)</b>	<b>(13,562.44)</b>	<b>(7,090.20)</b>	<b>(10,542.58)</b>	<b>(13,000)</b>	<b>81%</b>
<b>General Fund - IMRF Department</b>							
RE Taxes - IMRF	01-4-140-4010	74,931.79	72,124.51	10,461.21	72,109.86	72,000	100%
Replacement Tax	01-4-140-4120	89,393.00	89,393.00	0.00	50,000.00	92,535	54%
Interest Income	01-4-140-4600	133.54	92.15	0.00	0.00	0	0%
Expense Reimbursement	01-4-140-4940	19,981.22	19,945.38	3,173.07	16,900.77	20,543	82%
Total IMRF Revenues		184,439.55	181,555.04	13,634.28	139,010.63	185,078	75%
IMRF Premium Expense	01-5-140-5120	205,881.76	334,796.57	16,586.03	122,552.58	214,926	57%
<b>NET - IMRF DEPARTMENT</b>		<b>(21,442.21)</b>	<b>(153,241.53)</b>	<b>(2,951.75)</b>	<b>16,458.05</b>	<b>(29,848)</b>	<b>-55%</b>
<b>General Fund - Social Security Department</b>							
RE Taxes - FICA/Med	01-4-150-4010	219,792.00	225,393.78	32,691.82	225,346.90	225,000	100%
Expense Reimbursement	01-4-150-4940	122,084.54	120,464.06	14,690.21	78,756.67	132,152	60%
Library Expense Reimb.	01-4-150-4941	27,756.21	27,135.85	3,238.09	17,575.59	30,600	57%
Total Soc Security Revenues		369,632.75	372,993.69	50,620.12	321,679.16	387,752	83%
FICA Expense	01-5-150-5110	191,965.08	191,737.85	23,098.18	123,214.80	209,693	59%
Medicare Expense	01-5-150-5112	120,502.54	122,987.98	14,281.83	79,457.58	137,489	58%
Total Soc Security Expenses		312,467.62	314,725.83	37,380.01	202,672.38	347,182	58%
<b>NET - SOCIAL SECURITY DEPT</b>		<b>57,165.13</b>	<b>58,267.86</b>	<b>13,240.11</b>	<b>119,006.78</b>	<b>40,570</b>	<b>193%</b>
<b>General Fund - Liability Insurance Dept</b>							
RE Taxes - Ins Liability	01-4-160-4010	304,694.00	330,547.29	46,492.68	320,477.21	320,000	100%
Expense Reimbursement	01-4-160-4940	248,508.24	0.00	0.00	0.00	-	0%
Total Liability Insurance Revenues		553,202.24	330,547.29	46,492.68	320,477.21	320,000	100%
Insurance Premium	01-5-160-6800	665,729.64	462,848.97	448,206.12	449,520.12	489,860	92%
<b>NET - LIABILITY INSURANCE DEPT</b>		<b>(112,527.40)</b>	<b>(132,301.68)</b>	<b>(401,713.44)</b>	<b>(129,042.91)</b>	<b>(169,860)</b>	<b>76%</b>

<b>Police Department</b>	<b>Account #</b>	<b>Actual FY 15</b>	<b>Actual FY 16</b>	<b>Month of November</b>	<b>YTD Actual for FY 17</b>	<b>Budget FY 17</b>	<b>58% of budget</b>
RE Property Tax	01-4-210-4010	967,835.13	1,035,516.67	151,803.35	1,046,390.82	1,044,856	100%
Grants	01-4-210-4150	63,298.03	41,230.46	0.00	53,410.96	49,000	109%
Sex Offender Reg Fee	01-4-210-4480	0.00	0.00	820.00	1,240.00	0	0%
Miscellaneous Revenues	01-4-210-4900	271,467.03	161,351.82	13,995.51	82,733.03	237,959	35%
Expense Reimbursement	01-4-210-4940	13,393.70	6,881.59	0.00	1,957.51	0	0%
Sale of Assets	01-4-210-4950	0.00	0.00	0.00	6,233.33	0	0%
<b>Total Police Department Revenues</b>		<b>1,315,993.89</b>	<b>1,244,980.54</b>	<b>166,618.86</b>	<b>1,191,965.65</b>	<b>1,331,815</b>	<b>89%</b>
Salary - Regular - FT	01-5-210-5010	3,182,987.83	3,192,442.03	373,081.21	2,011,452.21	3,431,919	59%
Overtime	01-5-210-5040	351,321.20	359,986.52	34,065.70	260,252.28	429,300	61%
Police Pension	01-5-210-5122	947,865.79	1,015,436.57	148,893.55	1,026,333.40	1,024,856	100%
Health Insurance	01-5-210-5130	637,214.69	686,280.10	59,771.29	416,673.00	800,348	52%
Dental claims	01-5-210-5131	37,163.99	33,215.84	2,791.16	23,609.98	50,000	47%
Unemployment Compensation	01-5-210-5136	8,781.00	0.00	3,344.00	7,942.00	0	0%
Uniform Allowance	01-5-210-5140	60,189.03	61,488.37	128.50	59,137.43	64,886	91%
Training	01-5-210-5152	63,138.78	62,528.83	8,002.60	43,274.77	64,555	67%
<b>Police Dept Personnel &amp; Benefit Expenses</b>		<b>5,288,662.31</b>	<b>5,411,378.26</b>	<b>630,078.01</b>	<b>3,848,675.07</b>	<b>5,865,864</b>	<b>66%</b>
Repair/Maint-Equipment	01-5-210-6020	0.00	12,274.31	51.00	3,269.60	7,425	44%
Repair/Maint-Vehicles	01-5-210-6030	96,050.29	93,748.47	3,622.39	33,765.33	107,475	31%
Telephone/Utilities	01-5-210-6200	37,112.73	41,830.55	1,607.96	32,846.35	42,790	77%
Physical Exams	01-5-210-6810	240.00	0.00	0.00	10.00	4,270	0%
Community Policing	01-5-210-6816	7,173.79	7,635.43	69.10	3,411.13	7,950	43%
K 9 Program Expenses	01-5-210-6818	2,979.23	3,451.12	51.99	1,523.05	4,700	32%
Sex Offender State Disburse	01-5-210-6835	0.00	0.00	520.00	780.00	0	0%
<b>Police Department - Contractual Expenses</b>		<b>143,556.04</b>	<b>158,939.88</b>	<b>5,922.44</b>	<b>75,605.46</b>	<b>174,610</b>	<b>43%</b>
Office Supplies	01-5-210-7020	9,480.08	9,514.67	422.65	3,597.00	10,550	34%
Gas & Oil	01-5-210-7030	139,668.49	77,836.38	6,731.88	38,121.78	120,000	32%
Operating Supplies	01-5-210-7040	29,838.17	31,777.67	4,699.90	16,572.57	42,285	39%
Miscellaneous Expense	01-5-210-7900	33,563.40	37,199.50	1,030.57	22,303.84	40,000	56%
<b>Police Department - Supplies Expense</b>		<b>212,550.14</b>	<b>156,328.22</b>	<b>12,885.00</b>	<b>80,595.19</b>	<b>212,835</b>	<b>38%</b>
Equipment	01-5-210-8200	19,499.20	34,753.87	7,918.02	22,520.16	50,245	45%
Vehicles	01-5-210-8300	0.00	0.00	0.00	0.00	0	0%
<b>Total Police Department Expenses</b>		<b>5,664,267.69</b>	<b>5,761,400.23</b>	<b>656,803.47</b>	<b>4,027,395.88</b>	<b>6,303,554</b>	<b>64%</b>
<b>NET - POLICE DEPARTMENT</b>		<b>(4,348,274)</b>	<b>(4,516,420)</b>	<b>(490,185)</b>	<b>(2,835,430)</b>	<b>(4,971,739)</b>	<b>57%</b>
<b>Public Safety Building Department</b>							
Salaries - Regular - FT	01-5-215-5010	537,835.39	586,714.82	44,172.50	293,609.77	657,952	45%
Other (FICA & IMRF)	01-5-215-5079	108,750.04	116,092.05	7,747.85	51,499.11	146,263	35%
Other Contractual Services	01-5-215-6890	199,226.37	327,940.30	19,417.03	119,525.52	230,000	52%
<b>NET - PUBLIC SAFETY BLDG DEPT</b>		<b>(845,811.80)</b>	<b>(1,030,747.17)</b>	<b>(71,337.38)</b>	<b>(464,634.40)</b>	<b>(1,034,215)</b>	<b>45%</b>



<b>Fire Department</b>	<b>Account #</b>	<b>Actual FY 15</b>	<b>Actual FY 16</b>	<b>Month of November</b>	<b>YTD Actual for FY 17</b>	<b>Budget FY 17</b>	<b>58% of budget</b>
RE Property Tax	01-4-220-4010	742,381.75	739,346.46	118,685.83	818,109.40	816,892	100%
Grants	01-4-220-4150	153,198.87	63,830.62	0.00	1,000.00	0	0%
Miscellaneous Revenues	01-4-220-4900	33,286.93	42,699.54	7,132.22	25,159.78	25,000	101%
Expense Reimbursement	01-4-220-4940	0.00	0.00	0.00	917.98	0	0%
<b>Total Fire Department Revenues</b>		<b>928,867.55</b>	<b>845,876.62</b>	<b>125,818.05</b>	<b>845,187.16</b>	<b>841,892</b>	<b>100%</b>
Salaries - Regular - FT	01-5-220-5010	1,908,887.44	1,951,980.82	225,277.39	1,232,287.95	2,047,477	60%
Overtime	01-5-220-5040	334,288.99	234,518.71	19,824.30	133,859.64	203,250	66%
Fire Pension	01-5-220-5124	722,406.25	719,275.54	115,776.03	798,051.98	796,892	100%
Health Insurance	01-5-220-5130	348,944.57	391,456.82	33,366.89	237,894.54	458,233	52%
Dental Insurance	01-5-220-5131	16,971.72	26,906.88	2,581.56	11,928.92	35,000	34%
Unemployment Compensation	01-5-220-5136	0.00	0.00	0.00	0.00	0	0%
Uniform Allowance	01-5-220-5140	38,382.54	39,236.31	1,751.03	21,198.23	35,500	60%
Training	01-5-220-5152	30,671.71	23,715.46	2,871.27	7,160.10	30,540	23%
<b>Fire Depart Personnel &amp; Benefits Expenses</b>		<b>3,400,553.22</b>	<b>3,387,090.54</b>	<b>401,448.47</b>	<b>2,442,381.36</b>	<b>3,606,892</b>	<b>68%</b>
Repair/Maint-Bldg	01-5-220-6010	44,535.15	52,026.10	4,703.50	13,640.49	54,050	25%
Repair/Maint-Vehicles	01-5-220-6030	70,804.05	58,526.58	7,083.64	25,383.64	54,200	47%
Telephone/Utilities	01-5-220-6200	11,634.10	14,002.41	931.64	6,319.91	13,060	48%
Physical Exams	01-5-220-6810	1,210.00	1,622.60	480.00	644.50	2,500	26%
Fire Prevention	01-5-220-6822	4,909.64	7,162.60	1,545.30	8,032.03	10,000	80%
<b>Fire Department - Contractual Expenses</b>		<b>133,092.94</b>	<b>133,340.29</b>	<b>14,744.08</b>	<b>54,020.57</b>	<b>133,810</b>	<b>40%</b>
Office Supplies	01-5-220-7020	11,083.17	15,179.53	512.75	3,801.19	16,830	23%
Gas & Oil	01-5-220-7030	21,643.12	16,206.61	1,435.88	7,700.54	20,000	39%
Operating Supplies	01-5-220-7040	15,764.27	11,539.69	27.17	3,704.46	6,000	62%
Miscellaneous Expense	01-5-220-7900	614.83	996.39	106.86	708.17	1,000	71%
<b>Fire Department - Supplies Expenses</b>		<b>49,105.39</b>	<b>43,922.22</b>	<b>2,082.66</b>	<b>15,914.36</b>	<b>43,830</b>	<b>36%</b>
<b>Equipment</b>	<b>01-5-220-8200</b>	<b>58,553.11</b>	<b>38,869.41</b>	<b>5,557.13</b>	<b>9,664.84</b>	<b>50,530</b>	<b>19%</b>
<b>Total Fire Department Expenses</b>		<b>3,641,304.66</b>	<b>3,603,222.46</b>	<b>423,832.34</b>	<b>2,521,981.13</b>	<b>3,835,062</b>	<b>66%</b>
<b>NET - FIRE DEPARTMENT</b>		<b>(2,712,437.11)</b>	<b>(2,757,345.84)</b>	<b>(298,014.29)</b>	<b>(1,676,793.97)</b>	<b>(2,993,170)</b>	<b>56%</b>
<b>Police &amp; Fire Commission Department</b>							
Physical Exams	01-5-225-6810	13,630.07	13,279.71	0.00	3,696.80	18,750	20%
Other Contractual Services	01-5-225-6890	31,395.91	16,719.71	726.20	8,368.89	8,835	95%
<b>NET - POLICE &amp; FIRE COMMISSION</b>		<b>(45,025.98)</b>	<b>(29,999.42)</b>	<b>(726.20)</b>	<b>(12,065.69)</b>	<b>(27,585)</b>	<b>44%</b>

<b>Community Development</b>	<b>Account #</b>	<b>Actual FY 15</b>	<b>Actual FY 16</b>	<b>Month of November</b>	<b>YTD Actual for FY 17</b>	<b>Budget FY 17</b>	<b>58% of budget</b>
Building Permits	01-4-230-4300	270,532.75	187,990.50	7,485.00	159,078.50	208,989	76%
Electric Permits	01-4-230-4310	16,031.50	21,574.40	937.50	10,781.00	21,325	51%
Electrician Certification Fees	01-4-230-4315	4,450.00	2,550.00	50.00	1,200.00	4,500	27%
Plumbing Permits	01-4-230-4320	53,532.50	9,257.50	650.00	6,745.00	14,200	48%
HVAC Permits	01-4-230-4330	4,451.00	3,627.00	288.00	6,595.25	5,310	124%
Plan Review Fees	01-4-230-4340	42,624.00	40,992.70	27.00	48,258.00	34,149	141%
Sidewalk/Lot Grading Fees	01-4-230-4350	1,020.00	722.50	85.00	765.00	1,575	49%
Insulation Permits	01-4-230-4360	1,323.50	1,210.00	110.00	3,590.00	2,050	175%
Zoning Review Fee	01-4-230-4370	2,845.00	3,347.50	165.00	2,410.00	3,430	70%
Code Enforcement	01-4-230-4380	4,100.00	11,500.00	400.00	4,300.00	11,400	38%
Other Permits	01-4-230-4390	4,042.50	6,247.50	570.00	3,185.00	5,690	56%
Miscellaneous Revenues	01-4-230-4900	49.55	125.00	0.00	0.00	500	0%
Expense Reimbursement	01-4-230-4940	5,016.00	5,365.54	0.00	0.00	0	0%
Planning Fees	01-4-230-4950	0.00	0.00	500.00	8,773.75	9,000	97%
Planning Misc.	01-4-230-4955	0.00	0.00	61.25	12,640.09	1,000	1264%
<b>Building Department - Revenues</b>		<b>410,018.30</b>	<b>294,510.14</b>	<b>11,328.75</b>	<b>268,321.59</b>	<b>323,118</b>	<b>83%</b>
Salaries- Regular - FT	01-5-230-5010	155,661.20	161,690.40	23,981.46	133,406.43	216,459	62%
FICA	01-5-230-5079	31,226.03	12,369.32	1,834.58	10,205.58	16,559	62%
IMRF	01-5-230-5120	0.00	19,945.38	3,173.07	16,900.77	27,955	60%
Health Ins Expense	01-5-230-5130	29,760.61	43,258.40	4,795.12	34,281.12	70,269	49%
Dental Insurance	01-5-230-5131	1,852.08	2,516.80	157.56	1,087.72	4,000	27%
Unemployment	01-5-230-5136	0.00	0.00	0.00	0.00	0	0%
Training	01-5-230-5152	2,123.89	4,444.97	0.00	537.45	6,000	9%
<b>Building Dept Personnel &amp; Benefits Expense</b>		<b>220,623.81</b>	<b>244,225.27</b>	<b>33,941.79</b>	<b>196,419.07</b>	<b>341,242</b>	<b>58%</b>
Repair/Maint - Equip	01-5-230-6020	1,938.39	2,148.82	426.75	3,188.51	5,000	64%
Other Professional Services	01-5-230-6190	54,950.00	45,845.84	2,958.32	20,708.24	46,000	45%
Telephone	01-5-230-6200	554.16	2,442.80	153.46	1,023.26	3,000	34%
Postage	01-5-230-6210	613.51	778.04	0.00	2,814.35	1,500	188%
Printing & Publishing	01-5-230-6220	957.30	1,418.31	400.00	745.00	1,750	43%
<b>Building Department - Contractual Expenses</b>		<b>59,013.36</b>	<b>52,633.81</b>	<b>3,938.53</b>	<b>28,479.36</b>	<b>57,250</b>	<b>50%</b>
Office Supplies	01-5-230-7020	4,651.01	3,428.80	231.40	3,815.18	5,960	64%
Gas & Oil	01-5-230-7030	1,095.92	781.67	54.43	487.38	2,765	18%
Miscellaneous Expense	01-5-230-7900	669.82	573.70	0.00	238.57	2,000	12%
Operating Transfer Out	01-5-230-9999	0.00	0.00	0.00	0.00	0	0%
<b>Building Department - Supplies Expenses</b>		<b>6,416.75</b>	<b>4,784.17</b>	<b>285.83</b>	<b>4,541.13</b>	<b>10,725</b>	<b>42%</b>
<b>Total Building Department Expenses</b>		<b>286,053.92</b>	<b>301,643.25</b>	<b>38,166.15</b>	<b>229,439.56</b>	<b>409,217</b>	<b>56%</b>
<b>NET - BUILDING DEPARTMENT</b>		<b>123,964.38</b>	<b>(7,133.11)</b>	<b>(26,837.40)</b>	<b>38,882.03</b>	<b>(86,099)</b>	<b>-45%</b>
<b>Civil Defense Department</b>							
RE Tax - Civil Defense	01-4-240-4010	7,096.10	7,016.79	1,020.24	7,032.46	7,000	100%
Miscellaneous Revenues	01-4-240-4900	0.00	0.00	0.00	25,285.36	200	12643%
Miscellaneous Expense	01-5-240-7900	5,140.00	5,316.00	14,805.90	24,025.50	5,800	414%
<b>NET - CIVIL DEFENSE DEPARTMENT</b>		<b>1,956.10</b>	<b>1,700.79</b>	<b>(13,785.66)</b>	<b>8,292.32</b>	<b>1,400</b>	<b>592%</b>

<b>Street Department</b>	<b>Account #</b>	<b>Actual FY 15</b>	<b>Actual FY 16</b>	<b>Month of November</b>	<b>YTD Actual for FY 17</b>	<b>Budget FY 17</b>	<b>58% of budget</b>
RE Tax - Road & Bridge	01-4-310-4010	328,267.20	318,291.15	48,221.25	320,508.22	300,000	107%
Grants	01-4-310-4150	77,500.00	0.00	0.00	0.00	0	0%
Sidewalk/Driveway/Lot Grading	01-4-310-4350	960.00	2,040.00	120.00	2,520.00	1,800	140%
Miscellaneous Revenues	01-4-310-4900	3,890.88	4,457.00	0.00	2,704.04	0	0%
Expense Reimbursement	01-4-310-4940	31,451.50	55,491.03	0.00	55,468.98	10,000	0%
Expense Reimbursement	01-5-310-4940	97,869.75	21,482.44	13,388.87	102.63	10,000	1%
Sale of Assets	01-4-310-4950	0.00	0.00	6,600.00	7,100.00	10,000	71%
<b>Street Department - Revenues</b>		<b>539,939.33</b>	<b>401,761.62</b>	<b>68,330.12</b>	<b>388,403.87</b>	<b>331,800</b>	<b>117%</b>
Salaries - Regular - FT	01-5-310-5010	542,623.61	560,395.75	67,483.98	358,146.86	588,550	61%
Overtime	01-5-310-5040	38,463.37	34,966.56	6,753.60	16,126.53	40,000	40%
Health Insurance	01-5-310-5130	185,332.65	200,768.14	18,093.54	126,654.78	217,123	58%
Uniform Allowance	01-5-310-5140	12,775.91	13,395.61	863.62	6,553.34	15,000	44%
Training	01-5-310-5152	488.90	218.80	0.00	150.00	1,500	10%
<b>Street Dept - Personnel &amp; Benefits Expenses</b>		<b>779,684.44</b>	<b>809,744.86</b>	<b>93,194.74</b>	<b>507,631.51</b>	<b>862,173</b>	<b>59%</b>
Repair/Maint - Storm Drain	01-5-310-6001	17,125.59	25,575.95	320.00	8,435.93	25,000	34%
Repair/Maint - St/Parking Lot	01-5-310-6002	102,842.68	85,266.60	7,868.86	69,808.78	90,500	77%
Repair/Maint - Sidewalk/Curb	01-5-310-6003	69,111.45	59,126.55	(839.90)	34,506.19	50,000	69%
Repair/Maint - Building	01-5-310-6010	12,824.46	21,553.74	(3,427.82)	8,204.24	15,000	55%
Repair/Maint - Equipment	01-5-310-6020	133,041.23	117,438.34	6,069.95	39,624.16	130,000	30%
Repair/Maint - Traffic Signal	01-5-310-6024	36,832.44	25,204.17	35,539.09	66,850.02	43,000	155%
Telephone/Utilities	01-5-310-6200	5,809.05	5,882.78	594.91	3,553.70	6,000	59%
Leaf Clean-up/Removal	01-5-310-6826	550.80	14,871.55	302.40	302.40	15,000	2%
<b>Street Department - Contractual Expenses</b>		<b>378,137.70</b>	<b>354,919.68</b>	<b>46,427.49</b>	<b>231,285.42</b>	<b>374,500</b>	<b>62%</b>
Maintenance Supplies	01-5-310-7010	0.00	0.00	0.00	0.00	0	0%
Office Supplies	01-5-310-7020	3,068.04	3,480.02	197.25	2,636.78	6,600	40%
Gas & Oil	01-5-310-7030	77,964.08	56,987.58	5,145.21	24,685.65	85,000	29%
Operating Supplies	01-5-310-7040	18,417.23	28,232.27	2,019.08	18,872.57	20,000	94%
Miscellaneous Expense	01-5-310-7900	100,776.45	15,946.29	512.00	941.30	0	0%
<b>Street Department - Supplies Expenses</b>		<b>200,225.80</b>	<b>104,646.16</b>	<b>7,873.54</b>	<b>47,136.30</b>	<b>111,600</b>	<b>42%</b>
<b>Equipment</b>	<b>01-5-310-8200</b>	<b>0.00</b>	<b>40,200.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0%</b>
<b>Total Street Department Expenses</b>		<b>1,358,047.94</b>	<b>1,309,511.20</b>	<b>147,495.77</b>	<b>786,053.23</b>	<b>1,348,273</b>	<b>58%</b>
<b>NET - STREET DEPARTMENT</b>		<b>(818,108.61)</b>	<b>(907,749.58)</b>	<b>(79,165.65)</b>	<b>(397,649.36)</b>	<b>(1,016,473)</b>	<b>39%</b>
<b>Street Lighting</b>							
RE Tax - Street Lighting	01-4-330-4010	209,794.40	210,358.51	30,511.53	210,318.07	210,000	100%
Expense Reimbursement	01-5-330-4940	0.00	0.00	0.00	0.00	0	0%
Repair/ Maint - Street Light	01-5-330-6022	40,782.24	40,372.55	2,894.14	28,249.55	20,000	141%
Street Lighting - electricity	01-5-330-6310	253,788.95	289,863.60	39,436.98	147,192.21	330,000	45%
<b>NET - STREET LIGHTING</b>		<b>(84,776.79)</b>	<b>(119,877.64)</b>	<b>(11,819.59)</b>	<b>34,876.31</b>	<b>(140,000)</b>	<b>-25%</b>

	Account #	Actual FY 15	Actual FY 16	Month of November	YTD Actual for FY 17	Budget FY 17	58% of budget
<b>Garbage Department</b>							
RE Tax - Refuse/Landfill	01-4-335-4010	61,945.89	65,107.74	6,540.13	45,081.73	45,000	100%
Miscellaneous Revenue	01-4-335-4900	0.00	0.00	0.00	0.00	0	0%
Miscellaneous Expenses	01-5-335-7900	77,931.87	69,411.65	0.00	47,563.60	51,000	93%
<b>NET - GARBAGE DEPARTMENT</b>		<b>(15,985.98)</b>	<b>(4,303.91)</b>	<b>6,540.13</b>	<b>(2,481.87)</b>	<b>(6,000)</b>	<b>41%</b>
<b>Forestry Department</b>							
RE Tax - Forestry	01-4-340-4010	39,963.03	40,073.87	5,814.78	40,081.62	40,000	100%
Other Fees	01-4-340-4490	0.00	0.00	0.00	0.00	0	0%
Miscellaneous	01-4-340-4900	0.00	0.00	0.00	0.00	0	0%
Forestry Department Revenues		39,963.03	40,073.87	5,814.78	40,081.62	40,000	100%
Repair/ Maint - Other	01-5-340-6090	0.00	0.00	0.00	0.00	0	0%
Tree Removal or Purchase	01-5-340-6850	88,381.00	135,380.00	16,650.00	102,890.00	100,000	103%
Miscellaneous Expense	01-5-340-7900	0.00	0.00	0.00	0.00	1,000	0%
Forestry Department Expenses		88,381.00	135,380.00	16,650.00	102,890.00	101,000	102%
<b>NET - FORESTRY DEPARTMENT</b>		<b>(48,417.97)</b>	<b>(95,306.13)</b>	<b>(10,835.22)</b>	<b>(62,808.38)</b>	<b>(61,000)</b>	<b>0%</b>
<b>Engineering Department</b>							
Engineering	01-5-360-6140	11,373.50	19,061.00	0.00	187.50	27,000	1%
Subdivision Expense	01-5-360-6824	3,409.25	3,196.75	0.00	4,876.00	10,000	49%
Office Supplies	01-5-360-7020	4,999.96	5,391.40	364.98	2,576.34	8,900	29%
Gas & Oil	01-5-360-7030	0.00	0.00	0.00	0.00	-	0%
<b>NET - ENGINEERING DEPARTMENT</b>		<b>(19,782.71)</b>	<b>(27,649.15)</b>	<b>(364.98)</b>	<b>(7,639.84)</b>	<b>(45,900)</b>	<b>17%</b>
<b>Health / Social Services</b>							
Council on Aging	01-5-410-6830	23,000.00	23,000.00	0.00	0.00	33,000	0%
Demolition / Nuisance	01-5-410-6832	1,075.51	0.00	0.00	0.00	5,000	0%
<b>NET - HEALTH / SOCIAL SERVICES</b>		<b>(24,075.51)</b>	<b>(23,000.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>(38,000)</b>	<b>0%</b>
<b>Economic Development</b>							
Consulting	01-5-610-6120	0.00	0.00	0.00	0.00	0	0%
Planning Dept Services	01-5-610-6150	89,714.89	87,147.18	0.00	26,570.00	55,500	48%
Economic / Business	01-5-610-6840	73,000.00	73,000.00	0.00	55,000.00	73,000	75%
Tourism	01-5-610-6842	3,000.00	2,000.00	2,000.00	2,000.00	5,000	40%
Historic Preservation	01-5-610-6844	8,029.85	4,492.89	0.00	15,503.06	12,800	121%
<b>NET - ECONOMIC DEVELOPMENT</b>		<b>(173,744.74)</b>	<b>(166,640.07)</b>	<b>(2,000.00)</b>	<b>(99,073.06)</b>	<b>(146,300)</b>	<b>68%</b>
<b>Ag Tech Initiatives Dept</b>							
Federal Grants	01-4-620-4160	0.00	0.00	0.00	0.00	0	0%
Other Contractual Services	01-5-620-6890	0.00	0.00	0.00	0.00	0	0%
<b>NET - AG TECH INITIATIVES DEPT</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>0%</b>
<b>Utility Tax Dept.</b>							
Utility Tax - Electric	01-4-751-4131	1,502,788.64	1,450,229.36	113,428.74	860,951.13	1,486,787	58%
Utility Tax - Gas	01-4-751-4132	434,307.18	279,364.59	16,311.87	113,143.00	342,321	33%
Utility Tax - Telephone	01-4-751-4133	334,566.18	341,413.44	25,816.61	177,237.33	349,535	51%
Expense Reimbursement	01-4-751-4940	0.00	7,500.00	0.00	0.00	0	0%
PW Salaries	01-5-751-5010	0.00	0.00	0.00	0.00	0	0%
Columbia Ave.	01-5-751-8040	0.00	450,000.00	0.00	450,000.00	450,000	100%
Bel-Bo Mobile Home Park	01-5-751-8046	0.00	0.00	0.00	0.00	0	0%
Downtown Streetscape	01-5-751-8052	5,060.00	32,666.25	4,161.50	623,570.03	700,000	89%
Downtown Pavement Project	01-5-751-8054	0.00	0.00	3,777.72	297,175.55	500,000	59%
		2,266,602.00	1,595,841.14	147,618.00	(219,414.12)	528,643	-42%
<b>TOTAL GENERAL FUND REVENUES</b>		<b>16,805,259.77</b>	<b>16,283,714.98</b>	<b>1,580,718.76</b>	<b>11,646,887.80</b>	<b>18,049,428</b>	<b>65%</b>
<b>TOTAL GENERAL FUND EXPENSES</b>		<b>15,592,995.29</b>	<b>16,086,615.01</b>	<b>2,035,565.50</b>	<b>11,825,874.05</b>	<b>18,008,633</b>	<b>66%</b>
<b>NET REV OVER (UNDER) EXP</b>		<b>1,212,264.48</b>	<b>197,099.97</b>	<b>(454,846.74)</b>	<b>(178,986.25)</b>	<b>40,795</b>	

**CASH FLOW STATEMENT FOR WATER / SEWER FUND as of November 30, 2016**

**Water / Sewer General Administration**

Line Item	Account #	Actual FY 15	Actual FY 16	Month of November	Actual FY 17	Budget FY 17	58.33% used
<b>Beginning Cash &amp; Investments</b>		72,924	75,456		75,607.08	75,456	
Interest Income-sweep acct	61-4-110-4600	0	0	0	0.00	0	
Miscellaneous Revenues	61-4-110-4900	2,532	150	0.00	0.00	0	
Operating Transfer Out	61-5-110-9999	0		0.00	0.00	0	
<b>Ending Cash</b>		75,456	75,606	0.00	75,607.08	75,456	

**Water Department**

Line Item	Account #	Actual FY 15	Actual FY 16	Month of November	Actual FY 17	Budget FY 17	58.33% used
<b>Beginning Cash &amp; Investments</b>		989,241	1,080,018		697,161.57	604,959	
Water Consumption	61-4-810-4500	2,257,557	2,213,451	289,684.72	1,374,977.08	2,287,373	60%
Dep on Agr - Westhill	61-4-810-4521	13,558	8,095	0.00	3,785.99	0	0%
Meters Sold	61-4-810-4530	92,723	90,456	20,016.26	24,570.64	91,000	27%
Other Services	61-4-810-4590	8,202	5,967	335.50	3,621.50	10,000	36%
Miscellaneous Revenues	61-4-810-4900	164	0	0.00	6,350.00	0	0%
Expense Reimbursement	61-4-810-4940	11,804	24,361	422.87	6,195.70	0	0%
Operating Transfers-In	61-4-810-9998	0	0	0.00	0.00	-	0%
<b>Total Water Department Revenues</b>		2,384,008	2,342,330	310,459.35	1,419,500.91	2,388,373	59%
Salaries - Regular - FT	61-5-810-5010	518,051	528,948	61,146.38	346,928.95	571,634	61%
Overtime	61-5-810-5040	33,212	26,707	7,914.70	17,398.16	38,000	46%
FICA Water	61-5-810-5079	0	50,382	6,460.42	33,072.38	44,567	74%
IMRF	61-5-810-5120	132,539	77,466	6,792.89	47,438.46	84,952	56%
Group Health Insurance	61-5-810-5130	180,142	192,305	17,725.14	124,075.98	207,334	60%
Uniform Allowance	61-5-810-5140	10,286	7,846	791.48	3,717.83	14,100	26%
Rep& Maint-Infrastructure	61-5-810-6000	69,706	72,790	3,095.25	21,825.77	63,900	34%
Rep& Maint - Buildings	61-5-810-6010	14,626	18,336	2,013.24	7,250.37	24,500	30%
Rep& Maint - Equipment	61-5-810-6020	28,846	65,019	4,367.39	33,125.56	8,000	414%
Rep& Maint - Vehicles	61-5-810-6030	26,155	21,012	190.54	9,245.73	20,000	46%
Rep& Maint - Contractual	61-5-810-6040	68,375	87,322	7,619.00	55,875.05	85,000	66%
Other Professional Serv	61-5-810-6190	1,477	3,399	0.00	1,598.39	11,000	15%
Telephone	61-5-810-6200	6,758	9,548	639.23	4,289.17	9,500	45%
Postage	61-5-810-6210	16,073	15,322	713.16	9,068.76	19,000	48%
Utilities	61-5-810-6300	261,938	217,295	34,625.57	127,375.33	300,000	42%
Office Equip Rental/Maint	61-5-810-6410	13,745	36,524	17,438.18	25,320.35	31,000	82%
Liability Insurance	61-5-810-6800	105,070	108,510	110,327.66	110,327.66	122,000	90%
Lab Expense	61-5-810-6812	26,966	25,494	1,009.90	14,586.47	33,200	44%
Office Supplies	61-5-810-7020	8,629	8,097	1,847.26	5,333.91	9,400	57%
Gas & Oil	61-5-810-7030	23,099	18,594	1,201.41	7,507.19	23,000	33%
Operating Supplies	61-5-810-7040	51,273	64,854	9,646.49	52,376.01	63,000	83%
Chemicals	61-5-810-7050	89,263	89,978	7,453.72	39,986.34	105,000	38%
Meters	61-5-810-7060	129,909	51,632	4,523.00	21,124.31	25,000	84%
Bad Debt Expense	61-5-810-7850	3,804	2,055	0.00	1,230.67	2,000	62%
Miscellaneous Expense	61-5-810-7900	6,961	12,321	1,389.97	2,446.59	8,750	28%
Equipment	61-5-810-8200	2,485	0	0.00	0.00	0	0%
Transfer Out	61-5-810-9999	0	500,000	0.00	0.00	0	0%
Depreciation Set Aside		288,061	296,703	25,467.00	178,269.00	305,604	58%
Bond Pmt Set Aside		183,175	120,000	11,766.67	82,366.69	141,200	58%
<b>Total Water Department Expenses</b>		2,300,624	2,728,460	346,165.65	1,383,161.08	2,370,642	58%
<b>NET WATER DEPARTMENT</b>		83,384	(386,130)	(35,706.30)	36,339.83	17,731	
Change in Accounts Receivable (YTD)		7,393	3,276		36,682.81		
<b>Ending Cash &amp; Investments</b>		1,080,018	697,162		770,184.21	622,690	

CASH FLOW STATEMENT FOR WATER / SEWER FUND as of November 30, 2016

**Sewer Department**

Line Item	Account #	Actual FY 15	Actual FY 16	Month of November	Actual FY 17	Budget FY 17	58.33% used
<b>Beginning Cash &amp; Investments</b>		531,620	1,055,724		1,284,737.39	1,171,172	
Interest Income							
Sewer Consumption	61-4-820-4500	3,428,139	3,488,838	287,906.86	1,911,214.19	3,269,987	58%
Dep on Agr - Westhills	61-4-820-4521	7,193	4,691	0.00	1,928.84	0	0%
Meters Sold	61-4-820-4530	91,417	85,694	2,644.16	7,172.37	91,000	8%
Other Services	61-4-820-4590	55,958	54,634	2,610.17	77,558.88	14,200	546%
Miscellaneous Revenues	61-4-820-4900	68,904	2,822	199.36	1,198.91	0	0%
Expense Reimbursement	61-4-820-4940	24,585	17,492	0.00	0.00	0	0%
Operating Transfers-In	61-4-820-9998	0	0	0.00	0.00	500,000	0%
<b>Total Sewer Department Revenues</b>		3,676,196	3,654,171	293,360.55	1,999,073.19	3,875,187	52%
Salaries - Regular - FT							
Salaries - Regular - FT	61-5-820-5010	607,992	551,622	61,748.49	343,561.31	585,057	59%
Overtime	61-5-820-5040	52,761	54,776	1,270.91	22,298.05	55,000	41%
FICA WWTP	61-5-820-5079	0	39,892	4,231.68	24,334.48	46,894	52%
IMRF	61-5-820-5120	130,567	84,237	6,251.17	48,609.79	89,461	54%
Group Health Insurance	61-5-820-5130	196,517	193,555	17,172.54	120,207.78	211,439	57%
Dental Claims	61-5-820-5131	114	0	0.00	0.00	0	0%
Uniform Allowance	61-5-820-5140	14,850	18,081	1,498.07	9,087.43	15,500	59%
Travel	61-5-820-5151	2,554	170	157.40	157.40	0	0%
Rep & Maint - Lift Stations	61-5-820-6005	55,535	21,011	770.00	11,385.95	16,500	69%
Rep & Maint - Buildings	61-5-820-6010	129,493	46,681	510.96	10,282.30	103,000	10%
Rep & Maint - Equipment	61-5-820-6020	6,315	87,630	2,359.33	32,508.77	0	0%
Rep & Maint - Vehicles	61-5-820-6030	26,587	21,955	2,401.44	14,992.85	23,000	65%
Rep & Maint - Contractual	61-5-820-6040	1,152	4,756	11,638.42	23,506.50	0	0%
Other Professional Serv	61-5-820-6190	38,344	58,304	6,152.50	59,153.64	73,500	80%
Telephone	61-5-820-6200	19,452	10,336	757.09	5,498.42	13,500	41%
Postage	61-5-820-6210	16,072	15,314	713.15	8,971.81	15,000	60%
Utilities	61-5-820-6300	249,646	227,659	14,903.01	95,946.41	248,000	39%
Office Equip Rental/Maint	61-5-820-6410	5,464	2,576	492.50	2,274.80	6,800	33%
Liability Insurance	61-5-820-6800	124,771	122,323	131,014.09	131,014.09	144,110	91%
Lab Expense	61-5-820-6812	49,884	33,099	2,684.30	20,553.13	56,000	37%
Sludge Disposal	61-5-820-6814	9,587	7,531	567.01	4,772.87	9,700	49%
Maintenance Supplies	61-5-820-7010	0	0	0.00	0.00	0	0%
Office Supplies	61-5-820-7020	10,944	12,646	275.43	2,592.02	8,700	30%
Gas & Oil	61-5-820-7030	28,958	15,402	404.05	6,776.60	40,000	17%
Operating Supplies	61-5-820-7040	9,500	20,296	2,180.59	11,383.21	12,000	95%
Chemicals	61-5-820-7050	82,992	26,958	1,339.20	16,632.55	108,000	15%
Meters	61-5-820-7060	12,952	3,951	0.00	0.00	25,000	0%
Bad Debt Expense	61-5-820-7850	5,585	2,873	0.00	1,462.19	4,000	37%
Miscellaneous Expenses	61-5-820-7900	18,975	4,125	694.00	2,055.90	5,000	41%
Equipment	61-5-820-8200	0	0	0.00	0.00	0	0%
Operating Transfer Out	61-5-820-9999	0	500,000	0.00	500,000.00	500,000	0%
Depreciation Set Aside		426,954	439,763	37,746.24	264,223.68	452,956	58%
Bond Pmt Set Aside		308,175	245,500	27,699.58	193,897.06	332,395	58%
		2,642,692	2,873,022	337,633.15	1,988,140.99	3,200,512	62%
<b>Sewer Department</b>							
<b>Collection System Expenses</b>							
Salaries - Regular - FT	61-5-830-5010	262,073	274,308	31,927.93	175,445.61	281,331	62%
Overtime	61-5-830-5040	23,235	22,572	4,041.77	13,385.12	30,000	45%
FICA Sewer	61-5-830-5079	0	17,820	2,163.53	11,144.23	23,817	47%
IMRF	61-5-830-5120	62,082	43,222	3,470.64	25,757.82	46,139	56%
Group Health Insurance	61-5-830-5130	83,149	91,181	8,225.34	57,577.38	98,705	58%
Uniform Allowance	61-5-830-5140	3,402	4,681	250.82	2,078.46	6,600	31%
Rep & Maint - Infrastructure	61-5-830-6000	11,725	23,834	14,662.44	27,546.39	32,000	86%
Rep & Maint - Equipment	61-5-830-6020	335	11,358	321.48	3,238.69	8,000	40%
Rep & Maint - Vehicles	61-5-830-6030	32,430	10,916	8.99	25,322.64	13,000	195%
Office Equip Rent/Maint	61-5-830-6410	10,141	31,710	16,945.62	21,534.02	30,300	71%
Gas & Oil	61-5-830-7030	11,542	8,392	567.13	3,724.54	12,500	30%
Operating Supplies	61-5-830-7040	13,495	14,312	685.83	4,551.20	18,500	25%

**Sewer Department**

	Account #	Actual FY 15	Actual FY 16	Month of November	Actual FY 17	Budget FY 17	58.33% used
Misc. Expense	61-5-830-7900	699	1,061	803.73	949.90	2,900	33%
Equipment	61-5-830-8200	2,485	0	0.00	0.00	0	0%
<b>Total Sewer Department Expenses</b>		<b>3,159,485</b>	<b>3,428,391</b>	<b>421,708.40</b>	<b>2,360,396.99</b>	<b>3,804,304</b>	<b>62%</b>
NET SEWER DEPARTMENT		516,711	225,779	(128,347.85)	(361,323.80)	70,883	
Change in Accounts Receivable		7,393	3,234.00		36,682.81		
<b>Ending Cash &amp; Investments</b>		<b>1,055,724</b>	<b>1,284,737</b>		<b>960,096.40</b>	<b>742,055</b>	

**Bond Reserves (necessary per bond ordinances) - was 06-15**

<b>Beginning Cash &amp; Investments</b>	583,428	585,160		586,815.10	585,160	
Additional reserves	0	0	337.63	1,707.44	0	0%
Interest Income	1,732	1,655	0.00	0.00	0	0%
<b>Ending Cash &amp; Investments</b>	<b>585,160</b>	<b>586,815</b>		<b>588,522.54</b>	<b>585,160</b>	

**Connection Fees (plant expansion) / Deposits on Agreement (system extensions) Accounting - was 05-10**

<b>Beginning Cash &amp; Investments</b>	6,292,251	4,005,992		3,719,983.14	4,574,793	
<b>Sources</b>						
Interest Income	15,420	14,737	3,006.51	15,204.39	20,000	76%
Connection Fees 61-4-810-4510	73,033	9,935	1,987.00	48,271.04	24,000	201%
Deposits on Agreement 61-4-810-4520	11,935	5,247	55.00	440.00	5,000	9%
Connection Fees 61-4-820-4510	62,371	18,558	4,410.00	72,849.91	28,800	253%
Deposits on Agreement 61-4-820-4520	21,737	432	362.46	62,831.05	10,000	628%
Connection Fee Set-Aside	0	500,000	0.00	0.00	-	#DIV/0!
<b>TOTAL Sources</b>	<b>184,496</b>	<b>548,909</b>	<b>9,820.97</b>	<b>199,596.39</b>	<b>87,800</b>	<b>227%</b>
<b>Uses</b>						
Construction in Progress - Water (1790)	109,509	493,889	0.00	6,350.00	0	#DIV/0!
Construction in Progress - Sewer (1790)	0	0	0.00	0.00	0	0%
Equipment & Vehicles (1750)	0	0	0.00	0.00	0	0%
Recapture Refunds	0	0	0.00	0.00	0	0%
Building (1730)	2,361,246	341,030	0.00	0.00	0	0%
Land (part of 1710)	0	0	0.00	0.00	0	0%
<b>TOTAL Uses</b>	<b>2,470,755</b>	<b>834,919</b>	<b>0.00</b>	<b>6,350.00</b>	<b>0</b>	<b>#DIV/0!</b>
<b>Ending Cash &amp; Investments</b>	<b>4,005,992</b>	<b>3,719,982</b>		<b>3,913,229.53</b>	<b>4,662,593</b>	

Line Item	Account #	Actual FY 15	Actual FY 16	Month of November	Actual FY 17	Budget FY 17	58.33% used
-----------	-----------	-----------------	-----------------	----------------------	-----------------	-----------------	----------------

**Depreciation Funding - was 04-09 and 06-08**

<b>Beginning Cash &amp; Investments</b>		2,291,953	2,777,210		3,042,621.66	2,093,675	
<b>Sources</b>							
Interest Income		12,465	11,912	2,430.19	12,289.87	15,000	82%
Loan Funds		0	0	0.00	0.00	0	0%
Grant		0	0	0.00	0.00	0	0%
Misc.		20,549	0	0.00	0.00	0	0%
Depreciation set aside - Water (for Plant)		79,928	82,326	7,066.33	49,464.31	84,796	58%
Depreciation set aside - Water (for System)		208,133	214,377	18,400.67	128,804.69	220,808	58%
Depreciation set aside - Sewer (for System)		141,437	145,680	12,504.16	87,529.12	150,050	58%
Depreciation set aside - Sewer (for Repl)		285,517	794,083	25,242.08	676,694.56	802,905	84%
<b>TOTAL Sources</b>		<b>748,029</b>	<b>1,248,378</b>	<b>65,643.43</b>	<b>954,782.55</b>	<b>1,273,559</b>	<b>75%</b>
<b>Uses</b>							
Construction in Progress - Water (1790)		0	191,172	14,225.00	201,794.00	100,000	0%
Construction in Progress - Sewer (1790)		173,949	72,235	272,352.50	840,364.59	1,200,000	0%
Equipment & Vehicles (1750 & 1760))		88,823	696,093	0.00	47,606.27	330,000	14%
Buildings		0	23,466	0.00	0.00	0	0%
Infrastructure		0	0	0.00	0.00	0	0%
Sewer-Repl Equip (part of 820-8200)		0	0	0.00	0.00	0	0%
<b>TOTAL Uses</b>		<b>262,772</b>	<b>982,966</b>	<b>286,577.50</b>	<b>1,089,764.86</b>	<b>1,630,000</b>	<b>67%</b>
<b>Ending Cash &amp; Investments</b>		<b>2,777,210</b>	<b>3,042,621</b>		<b>2,907,639.35</b>	<b>1,737,234.00</b>	

**Bond Payments Accounting - was 06-10 and 06-13**

<b>Beginning Cash &amp; Investments</b>		236,673	240,873		200,262.92	200,231	
<b>Sources</b>							
Interest Income		2,100	2,007	409.36	2,070.19	2,500	83%
Bond Proceeds	61-4-110-4901	0	0	0.00	0.00	0	0%
Operating Transfers-In	61-4-110-9998	0	0	0.00	0.00	0	0%
Bond Pmt Set Aside		491,350	365,500	39,466.25	276,263.75	473,595	58%
<b>TOTAL Sources</b>		<b>493,450</b>	<b>367,507</b>	<b>39,875.61</b>	<b>278,333.94</b>	<b>476,095</b>	<b>58%</b>
<b>Uses</b>							
Debt Service - Principal	61-5-110-8910	422,401	349,505	0.00	101,067.51	501,068	20%
Interest Expense	61-5-110-8920	66,849	58,612	0.00	37,804.15	52,924	71%
Fiscal Charges	61-5-110-8930	0	0	0.00	0.00	525	0%
Bond Issuance Costs	61-5-110-9031	0	0	0.00	0.00	0	0%
<b>TOTAL Uses</b>		<b>489,250</b>	<b>408,117</b>	<b>0.00</b>	<b>138,871.66</b>	<b>554,517</b>	<b>25%</b>
<b>Ending Cash &amp; Investments</b>		<b>240,873</b>	<b>200,263</b>		<b>339,725.20</b>	<b>121,809.00</b>	

Gross Revenues (excludes set asides)	6,284,079	6,561,134	680,031.29	3,634,237.99	6,368,860
Gross Expenditures (excludes set asides)	7,476,524	6,780,887	951,772.06	4,259,788.16	7,127,308
<b>NET CASH FLOW</b>	<b>(1,192,445)</b>	<b>(219,755)</b>	<b>(271,740.77)</b>	<b>(625,550.17)</b>	<b>(758,448)</b>





# City of Belvidere Building Department Revenues

November 2016



Total Permits Issued	52	
Total Value of Construction		\$522,701.00
Building Fees	52	\$7,485.00
Electric Permit Fees	10	\$937.50
Plumbing Permit Fees	5	\$650.00
HVAC Permit Fees	3	\$288.00
Insulation Permit Fees	5	\$110.00
Plan Review Fees	1	\$27.00
Zoning Review Fees	14	\$165.00
Pool Permit Fees	0	\$0.00
Sign Permit Fees	3	\$540.00
Fence Permit Fees	2	\$30.00
SW, DW, & GR Fees	1	\$85.00
Total Permit Income		\$10,317.50
Enterprise Zone Discount	6	\$1,542.50
Total Permit Fees	52	\$11,860.00
<b>Break Down of Commercial vs. Residential Income</b>		
Commercial / Industrial Income	17	\$2,872.50
Residential Income	35	\$7,445.00
Multi Family	0	\$0.00
Single Family Residence	1	\$98,500.00
Commercial / Industrial	17	\$154,322.00
Other Residential	34	\$269,879.00

Value

# City of Belvidere Building Department - Deposit Report November, 2016

Date	Building Fee	Electric Fee	Plumbing Fee	HVAC Fee	Ins. Fee	Review Fee	Zoning Rev. Fee	Pool Fee	Sign Fee	Fence Fee	SW & DW Fee	Amount Paid	EZ Discount	Total Fee	Reinspct Fee	Code Enf.	Electric Cert	Total Deposit
11/01/2016	\$285.00	\$25.00					\$35.00		\$60.00	\$15.00		\$400.00		\$400.00				\$400.00
11/02/2016	\$500.00	\$25.00	\$130.00		\$10.00							\$665.00		\$665.00				\$665.00
11/03/2016	\$112.50						\$12.50		\$30.00			\$155.00	\$55.00	\$210.00				\$155.00
11/04/2016	\$562.50	\$262.50					\$12.50		\$402.50			\$1,240.00	\$665.00	\$1,905.00				\$1,240.00
11/04/2016	\$1,335.00	\$53.00		\$76.00								\$1,464.00		\$1,464.00				\$1,464.00
11/07/2016	\$812.50	\$132.50	\$65.00		\$15.00		\$10.00			\$15.00		\$1,035.00	\$535.00	\$1,570.00		\$400.00		\$670.00
11/09/2016	\$225.00	\$25.00			\$20.00		\$10.00		\$17.50			\$270.00	\$42.50	\$305.00				\$262.50
11/10/2016	\$197.50						\$22.50					\$535.00		\$535.00				\$535.00
11/14/2016	\$535.00											\$215.00		\$215.00				\$215.00
11/15/2016	\$215.00											\$650.00		\$650.00				\$650.00
11/16/2016	\$650.00											\$85.00		\$85.00				\$85.00
11/17/2016	\$647.50	\$389.50	\$260.00	\$152.00	\$55.00	\$27.00	\$10.00					\$1,626.00	\$190.00	\$1,816.00				\$1,626.00
11/21/2016	\$227.50	\$25.00					\$22.50		\$30.00			\$305.00	\$55.00	\$360.00				\$305.00
11/22/2016	\$25.00											\$150.00		\$150.00				\$150.00
11/23/2016	\$135.00		\$65.00	\$60.00								\$135.00		\$135.00				\$135.00
11/29/2016	\$550.00		\$130.00		\$10.00							\$690.00		\$690.00				\$690.00
11/30/2016	\$490.00						\$30.00					\$520.00		\$520.00			\$50.00	\$570.00
<b>SUM:</b>	<b>\$7,485.00</b>	<b>\$937.50</b>	<b>\$650.00</b>	<b>\$288.00</b>	<b>\$110.00</b>	<b>\$27.00</b>	<b>\$165.00</b>	<b>\$0.00</b>	<b>\$540.00</b>	<b>\$30.00</b>	<b>\$85.00</b>	<b>\$10,317.50</b>	<b>\$1,542.50</b>	<b>\$11,860.00</b>	<b>\$0.00</b>	<b>\$400.00</b>	<b>\$50.00</b>	<b>\$10,767.50</b>

**Total Income \$10,767.50**

\* NOTE: Fees do Not Reflect EZ discount, Only Amount Paid.

# BELVIDERE

## Community Development Department

### Planning Department

401 Whitney Boulevard, Suite 300, Belvidere, Illinois, 61008 (815) 547-7177 FAX (815) 547-0789

### November 2016 Monthly Report

Number	Project	Description	Processed
<b>Belvidere Projects</b>			
0	Cases: November	None	
1	Cases: December	City of Belvidere, TA	11/09/2016
2	Cases: January	Elsie's Place, SU, 274 Meadow Street	11/30/2016
		CES Inc., VAR, 700 W. Locust Street	12/01/2016
0	Annexation	None	
0	Temporary Uses	None	
3	Site Plans (New/Revised)	675 Corporate Parkway, Magna	11/02/2016
		320 Whitney Blvd., All Paws Dog Wash	11/09/2016
		675 Corporate Parkway, Magna	11/21/2016
1	Final Inspection	2091 Crystal Parkway, Speedway Gas Station	11/15/2016
2	Downtown Overlay Review	130 S. State Street, PNC Bank, refuse enclosure	11/01/2016
		121 S. State Street, Belvidere Dental, wall sign	11/04/2016
	Belvidere Historic Preservation Comission	The Commission's vacancy was filled. The grant funded 10-Year Plan was awarded to the Lakota Group. The Commission planned their Hometown Christmas activity. Discussion was held regarding the next networking meeting, newsletter and fundraiser.	
	Heritage Days	None	
0	Prepared Zoning Verification Letters	None	
0	Issued Address Letters	None	
<b>Poplar Grove Projects</b>			
0	Cases: October	None	
0	Cases: November	None	
0	Issued Address Letters	None	
<b>Scanned Plats: E-mail, Print and/or Burn</b>			
0	Recorder's Office		
0	Other Department		
0	General Public		

## Planning Monthly Report Cont.

### Planning Department Current Duties

Close out completed planning case files

Respond to all FOIA requests

Work with 911, Fire Department and Post Office to verify all addresses in the City

Assist Growth Dimensions with requested data

Meetings and phone calls with developers regarding potential development

Phone calls/walk-ins for questions regarding zoning, floodplain, development, etc.

Prepare minutes, agendas and packets for various committees, commissions, boards

Prepare deposits and purchase orders for bill payments

Continue meeting with RMAP regarding planning activities

\*\*\* Staff assisted with serving the CAA Thanksgiving lunch

\*\*\* Staff participated in the Chamber of Commerce Chili Cook-off (City Hall received 5th place)

\*\*\* Staff participated in Hometown Christmas Salvation Army trees

CITY-COUNTY COORDINATING COMMITTEE  
MINUTES  
November 9, 2016, 6:30 P.M.  
County Board Room, 1212 Logan Avenue

**CALL TO ORDER**

The meeting of the City-County Coordinating Committee was called to order by Co-Chair Dan Snow at 6:30 P.M.

**ROLL CALL**

**County:**

Cory Lind, Co-Chairman  
Cathy Ward, Vice-Chairman  
Kenny Freeman (absent)  
Jessica Muellner  
Brad Stark

**City:**

Dan Snow, Co-Chairman  
Clayton Stevens, Vice Co-Chairman  
Daniel Arevalo (absent)  
Wendy Frank (absent)  
Mayor Mike Chamberlain (absent)

**Others:**

Ken Terrinoni  
Sheriff Dave Ernest  
Linda Anderson  
Justyn Miller  
Terry Snow  
Boy Scouts

**APPROVAL OF MINUTES**

A motion to approve the minutes of the October 12, 2016 meeting was made Cory Lind. Motion seconded by Clayton Stevens. Motion passed.

**APPROVAL OF AGENDA**

A motion to approve the agenda as presented was made by Brad Stark. Motion seconded by Cory Lind. Motion passed.

**PUBLIC COMMENT**

**PUBLIC COMMENT**

Boy Scout troop 707 was present for citizenship merit badge.

**NORTH BOONE DISTRICT 200**

Mike Greenlee, Superintendent of North Boone School District presented an overview to the committee of District 200. Superintendent Greenlee stated they have four committees run by their board including Curriculum, Policy, Business and Facilities. The District is comprised of six schools with an enrollment of 1690 students this year. Superintendent Greenlee stated they have 125 certified teacher, 250 total employees. Instructional spending per student is approximately \$5074. The grand total with operational expenditures totals \$9500 per student. Superintendent Greenlee stated the budget is about 20 million dollars, with sixty-three percent coming from local funding. State funding is thirty-two percent and the final five percent comes from the Federal Government. Currently the District has a six month reserve. Superintendent Greenlee stated the SAT test has been reinstated by the State of Illinois and will be administered to all eleventh grade students. Superintendent Greenlee informed the committee of a six year strategic plan which was put together with a cross section of teachers, non-certified staff, parents, community members and administrators. The one of the four strategies includes staffing. The Superintendent stated the goal is to slow the turnover of personnel, both certified and non-certified. The other staffing issue involves substitute positions in all areas. Superintendent Greenlee stated the curriculum is much more rigorous than in the past due to the State changing requirements. The Superintendent feels the Parent and Community Communication goal is very important in making everyone comfortable and involved. Lastly, the strategy regarding Facilities is to refurbish some of the older buildings that have been on hold due to finances. The Superintendent feels a clean, well maintained building sets a tone for learning. Superintendent Greenlee fielded several questions from the committee.

**E-911 REPORT -PUBLIC SAFETY BUILDING**

**911 REPORT**

Ken Terrinoni speaking on behalf of Perry Gay stated there are no major changes that he is aware of. They are moving forward with the Next Gen 911. A report of claims was available for review.

FY 2016 FINANCIAL REPORT

Ken Terrinoni stated the spending on wages for the year are under budget and overtime is over budget.

GIS

No report.

LANDFILL

APPROVAL OF INVOICE: TRC

A motion was made by Cathy Ward to approve TRC invoice #210643 in the amount of \$2892.80 with a 50/50 split between City and County. Motion seconded by Cory Lind. Motion passed.

ILLINOIS EPA/LANDFILL COMMUNICATION

It was reported by Ken Terrinoni that our Consultant and Brent Anderson met with the Illinois EPA last week. Mr. Terrinoni was unable to attend but had spoken with the IEPA. Mr. Terrinoni stated the IEPA had spoken amongst themselves and came to an agreement to give us some relief on the groundwater testing. The IEPA has requested an additional extension to the permit which Mr. Terrinoni granted giving both sides to determine what changes will be made in the permit. Mr. Terrinoni stated we will now be able to modify the Landfill Budget and reduce some expected expenses.

FY 2016 FINANCIAL REPORT

Mr. Terrinoni reported we will end the year with a small deficit.

FY 2017 LANDFILL BUDGET

Mr. Terrinoni stated he has reduced some of the possible expenditures. Mr. Terrinoni is in hopes he will be able to further reduce the estimate for groundwater testing once the permit is approved by the EPA.

INFORMATIONAL ITEMS AND OTHER BUSINESS

INVITATION TO OTHER GOVERNMENTS

CORRESPONDENCE

No correspondence.

EXECUTIVE SESSION

No executive session.

ADJOURNMENT

ADJOURN THE MEETING

A motion was made by Brad Stark to adjourn the meeting. Motion seconded by Cory Lind. Motion passed. Meeting adjourned at 7:06 P.M.

Recorded by,

Sheryl Rickabaugh

**CITY OF BELVIDERE  
PLANNING AND ZONING COMMISSION  
Minutes  
Tuesday, December 13, 2016  
City Council Chambers  
401 Whitney Boulevard  
6:00 pm**

**ROLL CALL**

**Members Present:**

Andrew Racz, CHM  
Robert Cantrell, VCHM  
Rich Weigel  
Alissa Maher  
Ken Redeker

**Staff Present:**

Gina DelRose, Community Development Planner  
Cathy Crawford, Administrative Assistant

**Members Absent:**

Art Hyland  
Anthony R. Phelps

**Ex- Officio:**

Mike Drella, City Attorney  
Dan Snow, Alderman

Chairman Andrew Racz called the meeting to order at 6:04 p.m.

**MINUTES:**

It was moved and seconded (Cantrell/Weigel) to approve the minutes of the October 11, 2016 meeting. The motion carried with a 5-0 roll call vote.

**PUBLIC COMMENT:**

None

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

**2016-25; City of Belvidere:** The City of Belvidere is proposing amendments to the Zoning Ordinance, adopted March 6, 2006 and amended thereafter. The proposed amendments pertain to Section 150.013 Definitions (Shooting Range), Section 150.204(D) Commercial Land Uses, Appendix C: Land Use Summary Chart, Section 150.105(C)(8)(B)(2) Special Uses in the General Industrial District, Section 150.105(C)(9)(B)(2) Special Uses in the Heavy Industrial District and Section 150.902 Amendment of Zoning Regulations (Text Amendments).

The public hearing opened at 6:06 p.m.

Gina DelRose was sworn in. Ms. DelRose said the case was published in the Boone County Journal on November 25, 2016. No certified mailings were sent because it is a text amendment. Ms. DelRose said the case is a proposed text

amendment to allow shooting ranges in the Heavy and General Industrial Districts. Ms. DelRose asked the chairman if he wished for her to present the six proposed requirements for shooting ranges outlined in the Staff Report dated December 6, 2016, or whether she should provide a background on the topic.

Chairman Racz stated she should provide both.

Gina DelRose detailed the six regulations for shooting ranges. These include the following:

**A. Regulations.**

1. Shooting Ranges shall only be permitted within a fully enclosed structure. No outside or open air shooting ranges shall be permitted.

2. All Shooting Ranges shall be constructed pursuant to the Range Design Standards published by the United States Department of Energy (2012) for indoor ranges and at a minimum shall ensure that no projectile shall leave the approved firing area within the structure. Construction plans for the Shooting Range shall be presented to and approved by the City of Belvidere prior to construction. Shooting Ranges shall ensure that all safety mechanisms, including but not limited to; air handling, baffles and backstop, are fully functional at all times and shall provide proper maintenance of each such mechanism. In the event that any mechanism or device, designed to stop the progress of a projectile from leaving the shooting area, fails or appears to be not functioning correctly, the Shooting Range shall immediately close and all shooting cease until the defect is repaired.

No Certificate of Occupancy shall be issued for the Shooting Range until the Owner of the Shooting Range files, with the Building Department, a certificate executed by an architect or professional engineer, licensed by the State of Illinois, certifying that the Shooting Range has been constructed in conformance with the design standards set forth in section 150.204(D)(20)(A)(3) above and certifying what caliber and firearm are safe for use at the Shooting Range.

3. Shooting of Firearms shall only be permitted on a Shooting Range when a Range Safety Officer, certified by a national organization such as the National Rifle Association or the National Shooting Sports Foundation, or other certifying agency such as the Illinois State Police is present and supervising the Shooting Range. All persons utilizing the Shooting Range shall comply with the FOID Act. The Operator of the Shooting Range, or the Range Safety Officer shall verify possession of a FOID card of all users of the Shooting Range unless such user falls under an exception in the FOID Act (430 ILCS 65/2).

In the event the Shooting Range is constructed in a manner, as certified by a professional engineer or architect, to be safe for only certain calibers or types of firearms, the Owner of the Shooting Range and the Range Safety Officer shall ensure that users of the Shooting Range only use firearms and calibers certified to be safe at the Shooting Range.



4. Shooting Ranges shall be operated as a "cold range" meaning persons entering the building and approaching a shooting position shall do so with the firearm to be discharged unloaded and shall not load such firearm until at the designated shooting point.

5. No alcohol or other drug or substance which may cause impairment to a person shall be permitted at a Shooting Range. A Range Safety Officer shall immediately remove any person whom the Range Safety Officer believes is or may be impaired from the consumption of alcohol or other substance

6. Shooting Ranges shall comply with the Noise Standards (Section 150.709) as applicable to Commercial Districts. Further, Ranges shall be designed such that no reasonable person can hear the sound of the discharge from Firearms at the property line where the Shooting Range is located.

Gina DelRose said the staff felt these six regulations covered most concerns for the public. A shooting range would require a special use; at the time that a special use application comes forward, more conditions might be put in place that would be project-specific.

The text amendment, if approved, would allow shooting ranges to operate only within the Heavy and General Industrial Districts. Recent law has been passed stating that shooting ranges cannot be prohibited by municipalities. Ms. DelRose said Belvidere's Zoning Ordinance does not currently address shooting ranges. The staff felt that the Heavy and General Industrial Districts were the most appropriate due to their distance from residences.

Mike Drella referred to the federal law that prohibits municipalities from banning shooting ranges. Mr. Drella stated that Illinois has traditionally had very strict gun control laws; many municipalities, Belvidere included, adopted prohibitions against shooting within their corporate limits. Mr. Drella said the only exception to the city's municipal codes prohibition against shooting anything within city limits is the police shooting range that currently exists. Mr. Drella referred to a decision by the 7<sup>th</sup> Circuit Court known as the Edsel Decision, prohibiting municipalities from banning shooting ranges. Mr. Drella said the ordinance he drafted limited the allowable districts in line with how most municipalities have written their shooting range ordinances. Mr. Drella said that in the future, the ordinance may be amended to allow for other commercial districts to be included. The proposed text amendment before the commission was published with language limiting shooting ranges to the heavy and general industrial districts. The commission, therefore, can only decide to amend the Zoning Ordinance to allow them in the districts specified.

In answer to a question from Robert Cantrell, Mike Drella said Boone County does allow shooting ranges as a special use in certain districts.

Gina DelRose said she believes shooting ranges are allowed in the county as a special use in the agricultural, business, and industrial districts.

Chairman Racz invited commissioner's questions for the staff. There were none.

The chairman invited questions from the audience for the staff.

Alderman Dan Snow asked for the rationale in excluding outdoor ranges; in his opinion, pre-annexed active quarries within the city limits might be an appropriate place for outdoor facilities.

Mike Drella said in his opinion there was nowhere currently annexed into the city where one could safely operate an outdoor range. Mr. Drella said the land occupied by the quarry is only pre-annexed. The police range currently operating is located within privately-owned land. If the quarry decided to cease quarry operations, the question might be addressed again. Mr. Drella said he could think of no other districts where one could operate an outdoor range safely within city limits.

Dan Snow asked if it was correct that the quarry might eventually be able to accommodate an outdoor range with a future text amendment.

Mike Drella said the currently active quarry is zoned Rural Holding District; this district is not appropriate for an outdoor shooting range.

Chairman Racz said anything proposed will be considered with safety in mind.

Dan Snow referred to regulation number three; Mr. Snow said he is a member of the Beloit Rifle Range which, as a private club, does not require a Range Safety Officer to be present at all times. Mr. Snow asked why this regulation was included.

Mike Drella said he is a member of such a private club as well; in order to shoot there, he was required to attend classes and demonstrate his competency with a firearm. A commercially-operated shooting range would be open to anyone holding a FOID card. For this reason, the range safety officer would be an added safety requirement.

Dan Snow referred to regulation number six; he asked if a decibel reading level should be included in the language. If an outdoor range were allowed with future text amendments, a decibel reading level might be included.

Mike Drella said this is already in the code.

Gina DelRose said the Noise Standards referred to in regulation number six specify decibel levels and decibels-by-octave. The restrictions are specific.

Mike Drella said noise is specified both in the Zoning Ordinance as well as the City Code.

Dan Snow asked if the attorney is considering an ordinance to allow for the discharge of firearms within the city limits.

Mike Drella said such an ordinance has already been drafted and will be before the City Council presently.

Robert Cantrell asked if the noise standards will only refer to outdoor ranges.

Mike Drella reminded Mr. Cantrell that the text amendment before them only allows for indoor shooting ranges. Decibel limitations already exist within industrial districts; the standards included in the proposed amendment adhere to those standards.

Robert Cantrell asked if noise can be controlled with several individuals shooting inside an indoor range.

Mike Drella said the facilities are constructed to limit that noise; it is one of the proposed requirements.

Chairman Racz asked if any others wished to step forward.

Chris Linenfelser said he wished to make a statement to the Commission. Mr. Linenfelser said he is one of the owners of Big Linny Firearms. Mr. Linenfelser said he is in favor of the proposed text amendment. He would also be in favor of allowing shooting ranges in commercial districts in the future. Mr. Linenfelser said the community needs a facility in which to practice now that concealed carry laws have been enacted. Mr. Linenfelser said he does not want to live in a community with hundreds of legal gun-owners who have nowhere to practice using them. Mr. Linenfelser said his company would like to open a commercially-zoned facility in the future.

Mike Drella asked if Mr. Linenfelser had researched insurance issues related to opening a shooting range in a commercial district.

Chris Linenfelser said he has done so.

Mike Drella asked if the insurance requirements would include a range safety officer for such a facility.

Chris Linenfelser said he is not certain; there would be requirements for specific training. Mr. Linenfelser said his future facility would include classes for adults and children to promote gun safety.

Chairman Racz proposed closing the public hearing.

Dan Snow said he did not get a chance to present his testimony; he questioned staff only.

Andy Racz invited him to speak.

Dan Snow stated that it is often difficult for shooting ranges to have a range safety officer with the required training on hand at all times. Mr. Snow said any business could decide to create its own private shooting range within its facility. Requirement for such an NRA-trained officer would be a prohibitive requirement in that case. Mr. Snow said he would ask that the requirement for such an officer be eliminated from the proposed text amendment. Thirdly, Mr. Snow asked that it be considered to expand the allowable districts to include the Rural Holding, Planned Business, General Business, and Planned Industrial Districts. Mr. Snow asked that requirement number one be eliminated; he feels all requirements for shooting ranges can be controlled within the special use process. Since the police already use outdoor ranges, it is in his opinion not unprecedented. Mr. Snow repeated his request to strike language requiring a range safety officer. Mr. Snow referred to the literature regarding the constriction of shooting ranges that was included in the staff report; he feels an outdoor facility would be less cost-prohibitive than an indoor range. Mr. Snow mentioned that much of the literature provided discusses outdoor ranges. Mr. Snow said he feels the allowance for concealed-carry negates the requirement for a "cold" range.

Mike Drella said that even with the concealed carry permits, a range can be considered a "cold" range as referred to in regulation number four. He referred to the specific rules enacted at facilities for how and when one is allowed to take out and operate a weapon. The purpose of such rules is to limit an individual walking around in a facility with a loaded firearm.

Dan Snow concluded by stating his desire for the requirements to be fewer so that they will be more flexible for future text amendments.

Robert Cantrell asked if a person with a concealed carry permit would not be allowed to enter a facility with a concealed gun.

Mike Drella said that this would be allowed. The proposed ordinance would not change that. In certain facilities, one would not be allowed to take a concealed weapon out. This is to prevent any accidents from happening. This proposed ordinance does not prohibit concealed carry in any way.

Gina DelRose asked if the commissioners may consider outdoor ranges at this time.

Mike Drella said this would be allowed; he would not suggest adding any further zoning districts at this time due to the language that was published.

The public hearing was closed at 6:34 p.m.

Chairman Racz asked for discussion by the commission.

Alissa Maher asked if the commission can limit the requirement for a range safety officer to public ranges only.

Mike Drella said that, as drafted, the ordinance only addresses public shooting ranges.

Robert Cantrell said it would be prohibitive to require two shifts of range safety officers at a facility.

Mike Drella said the training required for a range safety officer is not particularly onerous. Mr. Drella referred to Mr. Snow's position that private clubs do not all require such an officer. Mr. Drella said that if the commissioners wished to eliminate the requirement, then they could discuss it.

Rich Weigel stated he would imagine anyone hired to work at a shooting range would be trained in firearm safety. Mr. Weigel said he feels the requirement is a good one, and ensures control and safety for all.

Mike Drella said the commissioners could choose to do away with the requirement for a range safety officer and rely on the owners of a commercial range to have common sense and adhere to safety, or they could choose to limit the language of requirement number three to include safety officers only at commercial shooting ranges.

Andy Racz said he feels safety is the most important issue involved, as well as liability. Mr. Racz said he feels the requirement does not limit business owners from operating. The ordinance can be amended later.

Rich Weigel stated he is not opposed to limiting the language to commercial shooting ranges.

Mike Drella asked if there is a motion to amend the proposed text amendment to limit the range safety officer to commercial ranges.

It was moved and seconded (Maher/Cantrell) to amend requirement number three to read as follows:

3. Shooting Firearms in a commercially operated range open to the general public shall only be permitted when a Range Safety Officer, certified by a national organization such as the National Rifle Association or the National Shooting Sports Foundation, or other certifying agency such as the Illinois State Police is present and supervising the Shooting Range.

All persons utilizing a Shooting Range shall comply with the FOID Act. The Operator of the Shooting Range, or the Range Safety Officer shall verify possession of a FOID card of all users of the Shooting Range unless such user falls under an exception in the FOID Act (430 ILCS 65/2).

The motion to amend carried with a 5-0 roll call vote.

It was moved and seconded (Redeker/Maher) to approve the proposed text amendment as amended. The motion carried with a 5-0 roll call vote.

Gina DelRose stated the case would go before the City Council for a first reading on Monday, December 19, 2016 and a second reading on Tuesday, January 3, 2017.

Mike Drella clarified that the first reading is a silent one, and public comment would not be allowed. Public comment will be allowed at the second reading.

**OTHER BUSINESS:**

None

**DISCUSSION:**

**Questions and Answers**

Gina DelRose asked the commission if they had any questions for the staff.

There were no questions.

**Staff Report:**

Gina DelRose referred members to the amended worklist provided; Ms. DelRose said that the commission will be hearing eight cases in January 2017.

**ADJOURNMENT:**

The meeting adjourned at 6:49 p.m.

**Recorded by:**

**Reviewed by:**

---

Cathy Crawford  
Administrative Assistant

---

Gina DelRose  
Community Development Planner

**Minutes**  
**Committee of the Whole**  
**Building, Planning, Zoning and Public Works**  
December 12, 2016  
6:00 p.m.

Call to Order – Mayor Chamberlain.

Roll Call: Present: D. Arevalo, R. Brooks, G. Crawford, W. Frank, C. Morris,  
T. Ratcliffe, M. Sanderson D. Snow and C. Stevens.  
Absent: J. Sanders.

Department Heads and City personnel in attendance:  
Public Works Director Brent Anderson, Building Director Lesa Morelock, Treasurer  
Brereton, Budget and Finance Director Becky Tobin, Chief Hyser, City Attorney Drella  
and City Clerk Arco.

Public Comment:

Public Forum:

Reports of Officers, Boards and Special Committees:

1. Building, Planning and Zoning, Unfinished Business: None.
2. Building, Planning and Zoning, New Business:

(A) Independent Contractor Agreement for Electrical Inspection Services.

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Snow to approve the renewal for Independent Contractor Agreement for Electrical Inspection Services. Aye voice vote carried. Motion carried.

(B) Independent Contractor Agreement for Plumbing Inspection Services.

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Brooks to approve the renewal for Independent Contractor Agreement for Plumbing Inspection Services. Roll Call Vote: 6/3 in favor. Ayes: Arevalo, Brooks, Crawford, Frank, Ratcliffe and Snow. Nays: Morris, Sanderson and Stevens. Motion carried.

3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

(A) Request for reduction of cash escrow – Plat #2 of Landmark Logistics Subdivision.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Crawford to approve the developer's (Dan Ericson for Plat #2 of Landmark Logistics) request (based on the work completed to date) the escrow may be reduced from \$402,786 to \$72,838. This amount represents 125% of the cost of uncompleted work in accordance with the provisions of Section 151.61(b) (2) of the City's Subdivision Code. Aye voice vote carried. Motion carried.

(B) Well #4 Electrical Upgrade.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Arevalo to approve the proposal from Engel Electric in the amount of \$29,974 to complete the electrical upgrades to Well #4. This work will be paid for from line item #61-1790. Aye voice vote carried. Motion carried. Alderman Sanderson voted no on this motion.

(C) Well #9 Electrical Upgrade.

Motion by Ald. Sanderson, 2<sup>nd</sup> by Ald. Arevalo to approve the proposal from Engel Electric in the amount of \$15,162 to complete the electrical upgrades to Well #9. This work will be paid for from line item #61-1790. Aye voice vote carried. Motion carried.

5. Other:

(A) Business Registration – keep on agenda.

(B) Alexis Fire Equipment Company – Financing and Sales Agreement.

Motion by Ald. Morris, 2<sup>nd</sup> by Ald. Crawford to forward to City Council, approval of the Lease/Purchase Financing Agreement and the Alexis' Sales Agreement for the purchase of the new Alexis fire apparatus. Aye voice vote carried. Motion carried.

(C) Brent Anderson reported on IDOT letter regarding Tripp Road.

6. Adjournment:

Meeting adjourned at 6:40 p.m. Aye voice vote carried. Motion carried.



ORDINANCE #322H

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW ALEXIS FIRE APPARATUS AND A LEASE TO OWN PURCHASE AGREEMENT WITH AMERICAN CAPITAL FINANCIAL SERVICES, INC.

WHEREAS, the City of Belvidere (the City) wishes to acquire a new Alexis Fire Apparatus (the Apparatus) as set forth in the Sales Agreement Alexis Fire Equipment Co. (the Sales Contract), which is attached hereto and incorporated herein; and

WHEREAS, the Sales Contract includes the trade in of the City's existing 2002 American LaFrance fire engine.

Whereas, the City wishes to finance the acquisition of the Apparatus through a lease to purchase pursuant to the Master Tax-Exempt Lease/Purchase Agreement between the City and American Capital Financial Services, Inc. (the Lessor).

NOW THEREFORE IT IS THEREFORE ORDAINED by the MAYOR and CITY COUNCIL of the City of Belvidere, Boone County Illinois, as follows:

**SECTION 1:** The foregoing recitals are incorporated herein as if fully set forth.

**SECTION 2:** The Mayor, or his designee, is authorized and directed to execute the attached Sales Contract with Alexis Fire Equipment Co. and as a part of that Sales Contract provide for the trade in of a 2002 American LaFrance fire engine.

**SECTION 3:** The Mayor, or his designee, is authorized and directed to execute the attached Master Tax-Exempt Lease/Purchase Agreement between the City and American Capital Financial Services, Inc., and any further ancillary documents, which provides for financing on a lease to own basis for the acquisition of the new Apparatus.

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

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

**SECTION 6:** This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor. The City Council finds that immediate approval is essential to obtain favorable financing and purchase terms.

Ayes:  
Nays:  
Absent:

APPROVED:

\_\_\_\_\_  
Mayor Michael W. Chamberlain

(SEAL)

ATTEST: \_\_\_\_\_  
Clerk Shauna Arco

Passed:  
Approved:  
Published:



Alexis Fire Equipment Company  
 109 East Broadway | Alexis, IL 61412  
 Phone: (800) 322-2284  
 E-mail: sales@alexisfire.com

**SALES AGREEMENT  
 ALEXIS FIRE EQUIPMENT CO.**

This Sales Agreement ("Agreement") is made and entered into, in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between **ALEXIS FIRE EQUIPMENT CO.**, an Illinois corporation (the "Company"), and  
 \_\_\_\_\_  
 City of Belvidere

\_\_\_\_\_  
 (the "Buyer").

**WITNESSETH**

**WHEREAS**, the Company and the Buyer desire to enter into this Agreement subject to the terms and conditions hereto;

**NOW, THEREFORE**, for and in consideration of the foregoing recital and the undertakings and agreements hereinafter provided, the parties agree as follows:

**ARTICLE 1: SALE**

The Company agrees to sell to the Buyer, upon the conditions which are below written, the vehicle(s) and equipment, according to the specifications attached and incorporated by reference herein as Exhibit A (collectively, the "Products").

**ARTICLE 2: ACCEPTANCE**

The Agreement shall be binding on the Company only after written acceptance at the Company's Home Office in Alexis, Illinois by an officer of the Company. Written notice of acceptance shall be given to the Buyer.

**ARTICLE 3: PAYMENT**

3.1 The Buyer agrees to pay as the purchase price of the Products specified in Exhibit A the sum of Four hundred seventy two thousand two hundred eighty five dollars and no/100

DOLLARS (\$ 472,285.00 ) to **ALEXIS FIRE EQUIPMENT CO.**, in the manner described below.

\$8,000 trade in 2002 American LaFrance. The Chassis payment of  
\$210,766.00 shall be made within 10 days of invoicing. Balance of  
contract plus any alterations shall be payable upon delivery of the  
finished unit.

Interest shall begin to accrue on the unpaid balance at the rate of 1-1/2% per month on the day after each payment is due.

3.2 Buyer shall pay all amounts payable to the Company when due, time being of essence, and shall pay all of Buyer's expenses, if incurred by the Company, for taxes, insurance, freight and warehousing relating to the Products. The Company reserves the right to modify, change or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance

**ARTICLE 4: TAXES**

Buyer shall pay all taxes, whether presently or hereafter applicable, assessed or arising out of this transaction, whether in the nature of an occupation, property, excise, sales or use tax imposed upon the Company, Buyer or the Products. Whenever possible the Company shall add such taxes to the invoice as a separate charge. However, the Company shall have the right at anytime to separately bill Buyer for any such taxes which the Company may be required to pay. If the Products are exempt from taxes upon the proper execution of an exemption certificate, it is the duty of the Buyer to furnish such properly executed exemption certificate to the Company.

**ARTICLE 5: RISK OF LOSS AND INSURANCE**

All risk of loss shall pass to the Buyer when the Products are delivered to the Buyer at Buyers location. Company shall insure the Products "all risks" until the Products are delivered to the Buyer at Buyers location at an amount not less than the purchase price identified in Article 3.

**ARTICLE 6: COMPLETION**

The Product shall be completed by Company within 300 calendar days after acceptance of the Agreement by the Company. This date may be extended by delays caused by war, fire, strike, acts of God, and other facts beyond the reasonable control of Company. In the event of any delay extending the completion date beyond 360 calendar days from the date of acceptance, the Buyer may cancel the contract and all sums previously paid by Buyer to Company shall be immediately returned to Buyer.

**ARTICLE 7: SHIPMENT**

All shipments shall be made F.O.B. destination (123 S. State Street Belvidere, Illinois). Complete operation instructions and handling instructions relating to the Products shall be furnished by the Company at the time of delivery of the Products to the Buyer and Company shall provide reasonable training in the use of the Products.

**ARTICLE 8: MULTIPLE PIECES**

If more than one vehicle or more Products are ordered under this Agreement and the Products are shipped at different dates, the terms of payment stated herein shall apply to each shipment and an invoice covering each shipment shall be rendered.

**ARTICLE 9: LIMITED WARRANTY**

The Company warrants exclusively to the Buyer that at the date of delivery to the Buyer, and for a period of one (1) year after this date, the Products shall be free from defects in material and workmanship under the use and service as specified in the operation and handling instructions. For a period of one (1) year from the date of

delivery to the Buyer, the Company or its authorized agent shall repair or replace (at the option of the Company or its authorized agent) any of the Products, or component thereof, which after use and service as specified in the operation and handling instruction, is determined to be defective by the Company or its authorized agent upon inspection at the premises of the Company or its authorized agent. Any component of a Product manufactured by any supplier other than the Company shall bear only the warranty, if any, made by the manufacturer of such component. The Buyer shall notify the Company of any defect in any Product covered by this Limited Warranty no later than thirty (30) days after the defect is discovered and before any repairs are performed. If any repairs are made before the Company is notified, these repairs shall void this Limited Warranty in its entirety.

Defective parts will not be accepted for return or replacement without the prior written authorization of the Company. Upon receipt of such written authorization, and in accordance with instructions from the Company, the defective parts may be returned to the Company or its authorized agent at the expense of the Buyer. Return shipment of repaired/replaced part or parts covered by this Limited Warranty shall be at the expense of the Company. Unauthorized alteration and/or repair of the Products by anyone other than the Company or its authorized agent which causes failure of the Products or associated components will void this Limited Warranty in its entirety. Any Products replaced or repaired under the terms of the Limited Warranty shall only be warranted for the remainder of the one (1) year period applicable to the Products replaced.

This Warranty shall not specifically apply to the following:

To normal maintenance services or adjustments.

To Products which shall have been replaced or altered outside of the Company's factory in any way so as to affect its stability, or which has been used in a manner other than that specified in the operation and handling instructions provided by the Company, or involved in an accident, or to Products made by the Company which has been operated at a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.

To the chassis associated equipment furnished with chassis, signaling devices, generators, batteries, tires, pumps, and all purchased parts or other trade accessories.

## **ARTICLE 10: LIMITATION OF REMEDIES AND DAMAGES**

**THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AGAINST THE COMPANY SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTS IN THE PRODUCTS AS SET FORTH ABOVE. THE BUYER SHALL HAVE NO CLAIM AGAINST THE COMPANY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY BE SUSTAINED BY THE BUYER, INCLUDING BUT NOT LIMITED TO THOSE DAMAGES ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE PRODUCTS UNDER ANY THEORIES OF LAW OR EQUITY, OR THOSE DAMAGES ARISING FROM LOST PROFITS, LOST SALES, INJURY TO PERSON OR PRODUCTS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS, OR FOR DAMAGES BASED UPON NEGLIGENCE.** The sole purpose of the exclusive remedy shall be to provide the Buyer with repair or replacement of defective Products. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as the Company is willing and able to repair or replace defective Products in the manner prescribed. The maximum liability of the Company under the Limited Warranty shall not in any case exceed the purchase price for the Products claimed to be defective. Any action for breach of warranty must be commenced within one (1) year after the cause of action arises.

#### **ARTICLE 11: WARRANTY DISCLAIMER**

**THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF EXCEPT AS EXPRESSLY SET FORTH HEREIN. THE LIMITED WARRANTY GRANTED BY THE COMPANY TO THE BUYER HEREIN SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE. NO PROMISE OR AFFIRMATION OF FACT SHALL CONSTITUTE WARRANTY BY THE COMPANY OR GIVE RISE TO ANY LIABILITY OR OBLIGATION OF THE COMPANY.**

11.1 Following thirty (30) days after the date of delivery, all warranty claims shall be submitted by the customer to the Company on the Warranty Claim form supplied by the Company at delivery.

Prior to the end of the one (1) year period from the date of delivery, the Customer shall submit any additional warranty claims to the Company on said Warranty Claim form, this ending the period for submission of warranty claims per the Limited Warranty.

Upon receipt of the respective Warranty Claim forms, the Company will act in a timely manner in accordance with the Limited Warranty to expedite said claims. If, however, the apparatus is deemed to be out of service during this one year period the Customer shall notify the Company in writing and appropriate action will be taken in accordance with the Limited Warranty.

#### **ARTICLE 12: ASSIGNMENT**

Buyer shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Company.

#### **ARTICLE 13: TRADEMARKS**

13.1 All Products sold to the Buyer by the Company may bear a trademark owned by the Company. Any trademark affixed to the Products by the Company shall remain the sole property of the Company. The Buyer hereby acknowledges the Company's exclusive right, title and interest in and to any such trademark of the Company; and the Buyer shall not at anytime do or cause to be done any act or thing in anyway contesting or in anyway impairing or tending to impair any part of such right, title and interest. The term "trademark" as used herein, includes any trademark or trademark rights of the Company, whether the trademark is registered pursuant to the laws of the federal government of the United States of America, or exists pursuant to the common law or the laws of any state or nation.

13.2 In the event of any infringement of the rights of the Company to any trademark coming to the notice of the Buyer, the Buyer shall promptly notify the Company, in writing, and the Buyer shall join with the Company, if required by the Company and at the expense of the Company, in taking such steps as the Company may deem advisable against the infringement or otherwise for the protection of the rights of the Company.

#### **ARTICLE 14: GENERAL PROVISIONS**

14.1 Titles to Articles herein are for informational purposes only.

14.2 The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns, subject to the provisions of Article 12.



14.3 This Agreement shall be construed, enforced and governed in all respects, in accordance with the laws and the statutes of the State of Illinois, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. The parties agree to and consent to venue and personal jurisdiction in the 17<sup>th</sup> Judicial Circuit, Boone County, Illinois. Any action brought, in any way related to this Agreement, shall be brought in that jurisdiction.

14.4 If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (iii) the remainder of this Agreement will remain in full force and effect.

14.5 This Agreement constitutes the entire understanding and agreement between the parties relating to the sale of the Products by the Company to the Buyer and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the sales of Products. This Agreement may be amended only by a written instrument signed by each party.

14.6 Any notice required by the terms of this Agreement shall be given in writing whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand, and on the date of its mailing, if delivered by mail. All notices demands or other communications to any of the parties to this Agreement shall be addressed as follows:

To The Company:

Alexis Fire Equipment Company  
PO Box 549  
109 E. Broadway  
Alexis, Illinois 61412

With a Copy to:

Keith J. Braskich  
Davis and Campbell, L.L.C.  
401 Main Street  
Suite 1600  
Peoria, Illinois 61602-1241

Buyer's Legal name and address:

---

---

---

---

Buyer's billing address:

---

---

---

---

14.7 Any waiver by a party hereto of a breach of any term or condition of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.

14.8 The Company may provide a copy of this Agreement to other potential buyers for their review and use with respect to the purchase of similar Products from the Company.

IN WITNESS WHEREOF, the Buyer and the Company have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

\_\_\_\_\_  
ALEXIS SALESMAN

\_\_\_\_\_  
BUYERS REGISTERED NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE & TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE & TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE & TITLE

\_\_\_\_\_  
CONTACT PERSON & PHONE NUMBER

\_\_\_\_\_  
TAX EXEMPT NUMBER

\_\_\_\_\_  
F.E.I.N. NUMBER

**ACCEPTED:**      **ALEXIS FIRE EQUIPMENT CO.**  
                         **109 EAST BROADWAY**  
                         **ALEXIS, ILLINOIS 61412**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# American Capital

2015 Ogden Avenue, Suite 400  
Lisle, IL 60532  
(630) 512-0066  
Fax (630) 512-0070

December 14, 2016

Ms. Becky Tobin  
City Of Belvidere  
401 Whitney Blvd  
Belvidere, IL 61008

Dear Ms. Tobin:

Thank you for choosing American Capital; we are pleased to support your leasing needs. Please find the following enclosed documentation for your review and completion.

Only the person with Signing Authority should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, a fully executed set will be returned to you for your files.

**For your convenience, we have listed the documentation that we require:**

- 1) **Master Tax-Exempt Lease/Purchase Agreement** - the authorized person must sign on page 6 where indicated. An attest signature is also required.
- 2) **Addendum** - the authorized person must sign at the bottom where indicated. An attest signature is also required.
- 3) **Property Schedule No. 1** - the authorized person must sign at the bottom where indicated. An attest signature is also required.
- 4) **Exhibit 1** - complete the property location and the authorized person signs at the bottom.
- 5) **Exhibit A** - for review only; no signature required
- 6) **Exhibit 2** - Lessee's Counsel's Opinion - To be provided on the letterhead of Lessee's counsel
- 7) **Exhibit 3** - enter the title of the person signing the documents at the top and the authorized person signs at the bottom.
- 8) **Incumbency Certificate** - the name/title and signature of the person signing the documents goes in the box. Signed at the bottom by the Board Secretary/Clerk.
- 9) **Exhibit 6** - Check applicable box in the center and the authorized person must sign at the bottom where indicated.
- 10) **Request for Certificate of Insurance** - complete the insurance information in first box, authorized signer signs in the second box where indicated and please forward a copy to the insurance agent.
- 11) **Notification of Tax Treatment** - the authorized person must sign where indicated. **Please provide your active exemption certificate.**
- 12) **Notice and Acknowledgment** - the authorized person must sign at the bottom where indicated.
- 13) **Vehicle Titling Addendum** - the authorized person must sign at the bottom where indicated.
- 14) **Escrow Agreement with Exhibit 1 & 2** - the authorized person must sign on page 4 & 5 where indicated.
- 15) **Exhibit 3 - Requisition Request - HOLD** - to be completed and signed when there are vendor invoices to pay.
- 16) **Exhibit 4 - Final Acceptance Certificate - HOLD** - to be signed when we have the final vendor invoice to pay.
- 17) **Exhibit 6 - Optional** - please read, complete and sign if applicable.
- 18) **W-9** - required for the district

An **IRS Form 8038-G** will be required for this transaction. Please sign the enclosed form and we will complete this at funding or have the attorney complete this and return the original. A copy will be returned to you after filing.

Please return the signed documents along with a check in the amount of \$149.00 (payable to American Capital Financial Services, Inc.) which includes:

	Documentation fee
<b>\$ 149.00</b>	<b>Payable to American Capital Financial Services, Inc.</b>

Thank you for your prompt attention. If you have any questions, please do not hesitate to call Laura or Andrea.

Documentation Team  
American Capital

Laura Holstine  
630-512-0066 x 120  
[lholstine@americancapital.com](mailto:lholstine@americancapital.com)

Andrea Lopez  
630-512-0066 x 110  
[alopez@americancapital.com](mailto:alopez@americancapital.com)

# Master Tax-Exempt Lease/Purchase Agreement

Between: American Capital Financial Services, Inc. (the "Lessor")  
2015 Ogden Avenue #400  
Lisle, IL 60532

And: City of Belvidere (the "Lessee")  
401 Whitney Blvd.  
Belvidere, IL 61008  
Attention: Becky Tobin  
Telephone: 815-544-2612

Dated: December 21, 2016

## ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"**Code**" is defined in Section 3.01(f).

"**Commencement Date**" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

"**Event of Default**" is defined in Section 13.01.

"**Lease Payments**" means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"**Lease Payment Dates**" means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

"**Lease Term**" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"**Lessee**" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"**Lessor**" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"**Nonappropriation Event**" is defined in Section 6.06.

"**Original Term**" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"**Property**" means, collectively, the property lease/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"**Property Schedule**" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"**Purchase Price**" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"**Renewal Terms**" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"**State**" means the state where Lessee is located.

"**Vendor**" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

## ARTICLE II

**2.01 Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

## ARTICLE III

**3.01 Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this

Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- (h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

#### ARTICLE IV

**4.01 Lease of Property.** On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

**4.02 Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

**4.03 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

#### ARTICLE V

**5.01 Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

**5.02 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

#### ARTICLE VI

**6.01 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.02 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**6.03 Interest Component.** A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

**6.04 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

**6.05 Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

**6.06 Nonappropriation.** If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the

number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

**6.07 Defeasance of Lease Payments.** Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

**6.08 Gross-Up.** If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated, divided by 0.65.

#### **ARTICLE VII**

**7.01 Title to the Property.** Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

**7.02 Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

**7.03 Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

#### **ARTICLE VIII**

**8.01 Maintenance of Property by Lessee.** Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

**8.02 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

**8.03 Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

**8.04 Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

#### **ARTICLE IX**

**9.01 Damage or Destruction.** If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**9.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase

Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

#### **ARTICLE X**

**10.01 Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

**10.02 Vendor's Warranties.** Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

**10.03 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

**10.04 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

#### **ARTICLE XI**

**11.01 Option to Purchase.** Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

**11.02 Option to Prepay.** Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule.

#### **ARTICLE XII**

**12.01 Assignment by Lessor.** Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

**12.02 Property Schedules Separate Financings.** Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

**12.03 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

**12.04 Release and Indemnification Covenants.** To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

#### **ARTICLE XIII**

**13.01 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;



- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

**13.02 Remedies on Default.** Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;
- (c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
- (d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

**13.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**13.04 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

#### ARTICLE XIV

**14.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**14.02 Arbitrage Certificates.** Unless a separate Arbitrage Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, and cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.
- (e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

**14.03 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

**14.04 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**14.05 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14.06 Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

**14.07 Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

**14.08 Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14.09 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**14.10 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: American Capital Financial Services, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Belvidere</b>
By:
Name:
Title:

Attest:
By:
Name:
Title:

**ADDENDUM (ILLINOIS)**  
**Master Tax-Exempt Lease/Purchase Agreement**

THIS ADDENDUM, which is entered into as of December 21, 2016 between American Capital Financial Services, Inc. ("Lessor") and City of Belvidere ("Lessee"), is intended to modify and supplement Property Schedule No. <<Sched. #>> (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of December 21, 2016 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Lessee, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Lessor as follows:

(a) If Lessee is a county, the debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 55, §§5/5-1012, 5/5-1083 (which provide in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 5.75 percent of the value of the taxable property of Lessee), have not been exceeded *[attach computation of such test]*.

(b) If Lessee is a municipality:

(i) The debt limitations applicable to Lessee, including but not limited to the limitations imposed by Ill. Ann. Stat. Ch. 65, §5/11-61-3 (which provides in substance that the total amount of Lease Payments payable under the Property Schedule, when aggregated with existing indebtedness, may not exceed 8.625 percent of the value of the taxable property of Lessee), have not been exceeded *[attach computation of such test]*;

(iii) The Property Schedule has been approved by two-thirds of the members of the governing body of Lessee.

(c) If Lessee is a school district, the Property Schedule has been approved by two-thirds of the members of the governing body of Lessee;

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: American Capital Financial Services, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Belvidere</b>
By:
Name:
Title:

Attest:
By
Name:
Title:

# Property Schedule No. 1

## Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of December 21, 2016, between American Capital Financial Services, Inc., and City of Belvidere.

- Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- Commencement Date.** The Commencement Date for this Property Schedule is December 21, 2016.
- Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- Opinion.** The Opinion of Lessee's Counsel is attached as Exhibit 2.
- Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
- Proceeds.** Exhibit 4 is intentionally omitted.
- Acceptance Certificate.** Exhibit 5 is intentionally omitted.
- Additional Purchase Option Provisions.** In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- Private Activity Issue.** Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- Bank Qualification and Arbitrage Rebate.** Attached as Exhibit 6.
- Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by December 22, 2016.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

**Lessor: American Capital Financial Services, Inc.**

By:

Name:

Title:

**Lessee: City of Belvidere**

By:

Name:

Title:

Attest:

By

Name:

Title:

**EXHIBIT 1**

**Property Description and Payment Schedule**

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between American Capital Financial Services, Inc. and City of Belvidere.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

USE: Fire Truck - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$384,285.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	6/1/2017	68,828.24	64,554.61	4,273.63	NA
2	6/1/2018	68,828.24	60,823.24	8,005.00	266,674.36
3	6/1/2019	68,828.24	62,346.05	6,482.19	202,457.93
4	6/1/2020	68,828.24	63,906.99	4,921.25	136,633.73
5	6/1/2021	68,828.24	65,507.01	3,321.23	69,161.51
6	6/1/2022	68,828.24	67,147.10	1,681.14	0.00
<b>TOTALS</b>		<b>412,969.44</b>	<b>384,285.00</b>	<b>28,684.44</b>	

Interest Rate: 2.475%

<b>Lessee: City of Belvidere</b>
By:
Name:
Title:

**EXHIBIT A**

**Property Description**

---

Once (1) Alexis/HME Custom Top Control Pumper

VIN # To Be Determined

## EXHIBIT 2

### Lessee's Counsel's Opinion

---

[To be provided on letterhead of Lessee's counsel.]

December 21, 2016

American Capital Financial Services, Inc.  
2015 Ogden Avenue #400  
Lisle, IL 60532

City of Belvidere  
401 Whitney Blvd.  
Belvidere, IL 61008  
Attention: Becky Tobin

RE: Property Schedule No. 1 to Master Tax-Exempt Lease/Purchase Agreement between American Capital Financial Services, Inc. and City of Belvidere.

Ladies and Gentlemen:

We have acted as special counsel to City of Belvidere ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of December 21, 2016 (the "Master Agreement"), between City of Belvidere, as lessee, and American Capital Financial Services, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

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

Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_



**EXHIBIT 3**

**Lessee's General and Incumbency Certificate**

---

**GENERAL CERTIFICATE**

Re: **Property Schedule No. 1** dated as of December 21, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated December 21, 2016 between American Capital Financial Services, Inc. and City of Belvidere.

The undersigned, being the duly elected, qualified and acting \_\_\_\_\_  
(Title of Person to Execute Lease/Purchase Agreement)  
of the City of Belvidere ("Lessee") does hereby certify, as of December 21, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 21, 2016.

City of Belvidere

By \_\_\_\_\_  
Signature of Person to Execute Lease/Purchase Agreement

\_\_\_\_\_  
Print Name and Title of Person to Execute Lease/Purchase Agreement

**INCUMBENCY CERTIFICATE**

Re: **Property Schedule No. 1** dated as of December 21, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated as of December 21, 2016 between American Capital Financial Services, Inc. and City of Belvidere.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the City of Belvidere ("Lessee") does hereby certify, as of December 21, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

\_\_\_\_\_  
(Signature of Person to Execute Lease/Purchase Agreement)

\_\_\_\_\_  
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 21, 2016.

\_\_\_\_\_  
Secretary/Clerk

Print Name  
and Title: \_\_\_\_\_

**EXHIBIT 6**

**Bank Qualification And Arbitrage Rebate**

---

American Capital Financial Services, Inc.  
2015 Ogden Avenue #400  
Lisle, IL 60532

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between American Capital Financial Services, Inc. and City of Belvidere

PLEASE CHECK EITHER:

**Bank Qualified Tax-Exempt Obligation under Section 265**

\_\_\_\_\_ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

\_\_\_\_\_ Not applicable.

**Arbitrage Rebate**

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

***Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.***

<b>Lessee: City of Belvidere</b>
By:
Name:
Title:

**\*Please be sure to select ONE option above.**

**Language for UCC Financing Statements**

**Property Schedule No. 1**

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: City of Belvidere

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 1 dated December 21, 2016 to that certain Master Tax-Exempt Lease Purchase Agreement dated as of December 21, 2016, in each case between Debtor, as Lessee, and Secured Party, as Assignee, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

## Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

---

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of December 21, 2016 and the related Property Schedule No. 1 dated December 21, 2016, between Lessor and Lessee (the "Agreement").

- Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

<b>Lessee: City of Belvidere</b>
By:
Name:
Title:

**NOTICE AND ACKNOWLEDGMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE**

American Capital Financial Services, Inc. and City of Belvidere ("Lessee") have entered into a Master Tax-Exempt Lease/Purchase Agreement, dated December 21, 2016 and related Property Schedule No. 1 dated December 21, 2016 (together, the "Agreement") under which Lessee has, or will have prior to its execution hereof, leased Property (the "Property") described in Exhibit A to the Agreement.

Lessee is hereby notified that American Capital Financial Services, Inc. has assigned its interest in the Agreement, in the leased Property, and in the Rental Payments and all other amounts provided for under the Agreement.

Lessee is hereby directed to pay any and all rental payments and other amounts due with respect to which American Capital Financial Services, Inc.'s Purchaser ("Purchaser") renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

**"PURCHASER"**

U. S. Bancorp Government Leasing and Finance, Inc. PO Box 959067 St. Louis, MO 63179-9067
---

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Agreement as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to, or requisition of any property leased under the Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against American Capital Financial Services, Inc. or Purchaser.

Lessee further agrees that Purchaser has not assumed any duties under the Agreement or made any warranties whatsoever as to the Agreement or the Property. Lessee agrees that no change may be made to the Agreement without the prior written consent of the Purchaser.

In signing this, Lessee warrants that its representations and warranties under the Agreement are true and correct on the date hereof.

<b>Lessor: American Capital Financial Services, Inc.</b>	<b>Lessee: City of Belvidere</b>
<b>By:</b>	<b>By:</b>
<b>Printed Name:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

# VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated December 21, 2016 and related Property Schedule No. 1 dated December 21, 2016, between City of Belvidere as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Assignee.

1. Assignee and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

Lessee agrees that it will provide to Assignee the original title documentation to the Equipment. Lessee shall provide such title documentation to Assignee within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Assignee with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Assignee pursuant to the remedies paragraph.

2. Location: Assignee agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Assignee upon written request by Assignee. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the original title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

**THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1<sup>ST</sup> LIEN HOLDER:**

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.  
1310 MADRID STREET  
MARSHALL, MN 56258**

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Assignee to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

<b>Assignee: U.S. Bancorp Government Leasing and Finance, Inc.</b>	<b>Lessee: City of Belvidere</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of December 21, 2016 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Assignee*"), City of Belvidere ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Assignee and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of December 21, 2016 (the "*Master Agreement*") and a Property Schedule No. 1 thereto dated December 21, 2016 (the "*Schedule*" and, together with the terms and conditions of the Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Assignee to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Assignee will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$384,285.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Assignee, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Assignee. Assignee, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Assignee have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Assignee under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Assignee in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Assignee's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Assignee shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Assignee, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the



Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Assignee).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Assignee that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Assignee in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Assignee, Escrow Agent shall send monthly statements of account to Lessee and Assignee, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Assignee and Lessee. Assignee's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Assignee that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Assignee for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Assignee that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Assignee to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Assignee consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Assignee in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Assignee.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Assignee. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Assignee with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Assignee in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Assignee and Lessee. Assignee may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Assignee.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written

confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Assignee.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Assignee
By:
Name:
Title:
Address: 13010 SW 68 <sup>th</sup> Parkway, Suite 100 Portland, OR 97223

City of Belvidere, as Lessee
By:
Name:
Title:
Address: 401 Whitney Blvd. Belvidere, IL 61008

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association 950 17 <sup>th</sup> Street, 12 <sup>th</sup> Floor Denver, CO 80202

**EXHIBIT 1**

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT AUTHORIZATION FORM  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

City of Belvidere

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Directing Party

\_\_\_\_\_  
Trust Account Number – includes existing and  
future sub-accounts unless otherwise directed

\_\_\_\_\_  
Title/Date

## EXHIBIT 2

### Schedule of Fees for Services as Escrow Agent For City of Belvidere Equipment Lease Purchase Escrow

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	<b>Escrow Agent</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	<b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	<b>Extraordinary Services</b> Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

#### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

**To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.**

**For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.**

**EXHIBIT 3**

**REQUISITION REQUEST**

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of December 21, 2016 (the "Escrow Agreement") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "Assignee"), City of Belvidere (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of December 21, 2016 (the "Master Agreement") and Property Schedule No. 1 thereto dated December 21, 2016 (the "Schedule" and, together with the terms and conditions of the Master Agreement incorporated therein, the "Agreement"), by and between the Assignee and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

Total requisition amount \$ \_\_\_\_\_

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

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

<b>Assignee: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Belvidere</b>
By:
Name:
Title:

**Exhibit 4**

**Final Acceptance Certificate**

American Capital Financial Services, Inc.  
2015 Ogden Avenue #400  
Lisle, IL 60532

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between American Capital Financial Services, Inc. and City of Belvidere

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Assignee"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

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

<b>Lessee: City of Belvidere</b>
By:
Name:
Title:

**Exhibit 6**

**Class Action Negative Consent Letter**

December 21, 2016

City of Belvidere  
401 Whitney Blvd.  
Belvidere, IL 61008

RE: USBGLF/City of Belvidere - - Class Action Litigation Claims

Dear Becky Tobin:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

Leland Hansen  
Vice President  
303-585-4594

No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

Yes, U.S. Bank is authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is responsible for forwarding notices received on class action or litigation claims.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date



## INSURANCE AUTHORIZATION AND VERIFICATION

Date: December 21, 2016

Property Schedule No: 1

To: City of Belvidere (the "Lessee")

From: American Capital Financial Services, Inc. (the "Lessor")  
2015 Ogden Avenue #400  
Lisle, IL 60532

**TO THE LESSEE:** In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee\* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

**Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.**

**Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).**

**Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$384,285.00, with deductibles no more than \$10,000.00.**

*\*Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact Jason Marquardt at 630-512-0066 x118.*

**By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.**

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

<b>Lessee: City of Belvidere</b>
By: _____
Name: _____
Title: _____

**TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 630-512-0070. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.**

**Agent hereby verifies that the above requirements have been met in regard to the Property listed below.**

Print Name of Agency: X \_\_\_\_\_

By: X \_\_\_\_\_  
(Agent's Signature)

Print Name: X \_\_\_\_\_

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

**Insurable Value: \$384,285.00**

**ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 1**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>																				
or																				
<b>Employer identification number</b>																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>																				

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education . . . . .	11		
12 Health and hospital . . . . .	12		
13 Transportation . . . . .	13		
14 Public safety . . . . .	14		
15 Environment (including sewage bonds) . . . . .	15		
16 Housing . . . . .	16		
17 Utilities . . . . .	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a . . . . .		<input type="checkbox"/>	
If obligations are BANs, check only box 19b . . . . .		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box . . . . .		<input type="checkbox"/>	

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest . . . . .	22		
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23		
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24		
25 Proceeds used for credit enhancement . . . . .	25		
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26		
27 Proceeds used to currently refund prior issues . . . . .	27		
28 Proceeds used to advance refund prior issues . . . . .	28		
29 Total (add lines 24 through 28) . . . . .	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . .	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . .	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . .	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		_____

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ▶ _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool obligation ▶ _____		
<b>c</b>	Enter the EIN of the issuer of the master pool obligation ▶ _____		
<b>d</b>	Enter the name of the issuer of the master pool obligation ▶ _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative		▶ _____ Date	
	▶ _____ Type or print name and title			
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

# Instructions for Form 8038-G

(Rev. September 2011)

## Information Return for Tax-Exempt Governmental Obligations



Department of the Treasury  
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

### General Instructions

#### Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

#### Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



*For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.*

#### When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

#### Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

#### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

#### Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

#### Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at [TaxExemptBondQuestions@irs.gov](mailto:TaxExemptBondQuestions@irs.gov) and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

#### Definitions

**Tax-exempt obligation.** This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

**Issue price.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Issue.** Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Line 3a.** If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

**Note.** By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Lines 4 and 6.** If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

**Note.** The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Line 7.** The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

**Line 8.** If there is no name of the issue, please provide other identification of the issue.

**Line 9.** Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

**Line 10a.** Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

### Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

**Line 18.** Enter a description of the issue in the space provided.

**Line 19.** If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

**Line 20.** Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

### Part III—Description of Obligations

**Line 21.** For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

### Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

**Line 22.** Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

**Line 24.** Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

**Line 25.** Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

**Line 26.** Enter the amount of proceeds that will be allocated to such a fund.

**Line 27.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

**Line 28.** Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

### Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

**Lines 31 and 32.** The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

**Line 34.** If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

### Part VI—Miscellaneous

**Line 35.** An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

**Line 36.** If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

**Line 37.** Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

**Line 38.** If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

**Line 40.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

**Line 41a.** Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

**Line 42.** In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

**Line 43.** If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

**Line 44.** Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

**Line 45a.** Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

**Line 45b.** An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

### Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

**Note.** If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

### Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

<b>Learning about the law or the form</b> . . . . .	2 hr., 41 min.
<b>Preparing, copying, assembling, and sending the form to the IRS</b> . . . . .	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

---



**ORDINANCE # 323H**

**AN ORDINANCE AMENDING CHAPTER 150,  
ZONING ORDINANCE, OF THE MUNICIPAL CODE  
(Shooting Ranges—Definitions, Detailed Land Use Descriptions, General Industrial  
and Heavy Industrial Permitted Uses)**

**WHEREAS**, the City of Belvidere has adopted Chapter 150 (Zoning Ordinance) of the Belvidere Municipal Code pursuant to the Illinois Compiled Statutes to establish and set forth regulations pertaining to the use and development of land, buildings and structures in the City; and,

**WHEREAS**, it is necessary and desirable to periodically amend the Zoning Ordinance in response to changes in technology, business and development practices, community standards and to improve administration and enforcement procedures; and,

**WHEREAS**, after due notice, the Planning and Zoning Commission held a public hearing to consider an amendment of the Zoning Ordinance on December 13, 2016 and has transmitted its recommendation on the matter to the City Council; and,

**WHEREAS**, the City Council has considered the Planning and Zoning Commission's recommendation.

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

**Section 1.** That Section 150.013 Definitions, be and is hereby amended, to read as follows:

**Shielded Light Fixture:** An outdoor lighting fixture which through design is shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected at least fifteen degrees below a horizontal plane running through the lowest point on the fixture where light is emitted. Except for ground and sign mounted light fixtures, that horizontal plane shall be parallel to the surface of the ground. See §150.707 for Exterior Lighting Standards.

**Shooting Range:** See §§150.204(D)(20).

**Shopping center:** See group development.

**Section 2.** That Section 150.204 Detailed Land Use Descriptions and Regulations (D) Commercial Land Uses, be and is hereby amended, to read as follows:

(20) **Shooting Range.** Shooting Range land uses include all uses which involve the use of the land for Archery or the intentional discharge of a Firearm (as defined in Section 1.1 of the Firearm Owners Identification Act), for purposes of sport, competition, training or recreation.

**A. Regulations.**

1. Shooting Ranges shall only be permitted within a fully enclosed structure. No outside or open air shooting ranges shall be permitted.

2. All Shooting Ranges shall be constructed pursuant to the Range Design Standards published by the United States Department of Energy (2012) for indoor ranges and at a minimum shall ensure that no projectile shall leave the approved firing area within the structure. Construction plans for the Shooting Range shall be presented to and approved by the City of Belvidere prior to construction. Shooting Ranges shall ensure that all safety mechanisms, including but not limited to; air handling, baffles and backstop, are fully functional at all times and shall provide proper maintenance of each such mechanism. In the event that any mechanism or device, designed to stop the progress of a projectile from leaving the shooting area, fails or appears to be not functioning correctly, the Shooting Range shall immediately close and all shooting cease until the defect is repaired.

No Certificate of Occupancy shall be issued for the Shooting Range until the Owner of the Shooting Range files, with the Building Department, a certificate executed by an architect or professional engineer, licensed by the State of Illinois, certifying that the Shooting Range has been constructed in conformance with the design standards set forth in section 150.204(D)(20)(A)(3) above and certifying what caliber and firearm are safe for use at the Shooting Range.

3. Shooting of Firearms in a commercially operated range open to the general public shall only be permitted when a Range Safety Officer, certified by a national organization such as the National Rifle Association or the National Shooting Sports Foundation, or other certifying agency such as the Illinois State Police is present and supervising the Shooting Range.

All persons utilizing a Shooting Range shall comply with the FOID Act. The Operator of the Shooting Range, or the Range Safety Officer shall verify possession of a FOID card of all users of the Shooting Range unless such user falls under an exception in the FOID Act (430 ILCS 65/2).

In the event the Shooting Range is constructed in a manner, as certified by a professional engineer or architect, to be safe for only certain calibers or types of firearms, the Owner of the Shooting Range and the Range Safety Officer shall ensure that users of the Shooting Range only use firearms and calibers certified to be safe at the Shooting Range.

4. Shooting Ranges shall be operated as a "cold range" meaning persons entering the building and approaching a shooting position shall do so with the firearm to be discharged unloaded and shall not load such firearm until at the designated shooting point.

5. No alcohol or other drug or substance which may cause impairment to a person shall be permitted at a Shooting Range. A Range Safety Officer shall immediately remove any person whom the Range Safety Officer believes is or may be impaired from the consumption of alcohol or other substance

6. Shooting Ranges shall comply with the Noise Standards (Section 150.709) as applicable to Commercial Districts. Further, Ranges shall be designed such that no reasonable person can hear the sound of the discharge from Firearms at the property line where the Shooting Range is located.

**B. Parking.**

1. Shooting Ranges shall comply with the parking requirements for indoor commercial entertainment.

**Section 3.** That Section 150.105 Purpose and Intent of Standard Zoning Districts (C) Nonresidential Districts (8) General Industrial (GI) District and (9) Heavy Industrial (HI) District, be and is hereby amended, to read as follows:

**8) General Industrial (GI) District**

**A. List of Allowable Principal Land Uses (per Article 2)**

**Permitted by Right**

Cultivation  
Selective Cutting  
Passive Outdoor Public Recreation  
Public Services and Utilities  
Office  
Indoor Maintenance Service  
Indoor Storage or Wholesaling  
Off-Site Parking Lot  
Vehicle Repair and Maintenance  
Personal Storage Facility  
Light Industrial

**Permitted as Special Use**

Clear Cutting  
Day care center (3+ children)  
Artisan Studio/Production Shop  
Outdoor Storage or Wholesaling  
Airport/Heliport  
Freight Terminal  
Communication Tower  
Campground  
Distribution Center  
Heavy Industrial  
Shooting Range

**(9) Heavy Industrial (HI) District**

**A. List of Allowable Principal Land Uses (per Article 2)**

**Permitted by Right**

Cultivation  
Selective Cutting  
Passive Outdoor Public Recreation  
Public Services and Utilities  
Office  
Indoor Maintenance Service  
Indoor Storage or Wholesaling  
Outdoor Storage or Wholesaling  
Off-Site Parking Lot  
Distribution Center  
Light Industrial  
Heavy Industrial

**Permitted as Special Use**

Agricultural Services  
Clear Cutting  
Outdoor Maintenance Service  
Sexually Oriented Land Use  
Junkyard or Salvage Yard  
Waste Disposal Facility  
Composting Operation  
Airport/Heliport  
Freight Terminal  
Communication Tower  
Extraction Use  
Shooting Range

Section 4. That Appendix C: Table of Land Uses (Commercial), be and is hereby amended, to read as follows:

Tables of Land Uses (Commercial)

Rural Holding (RH)	Single-Family Residential (SR-1)	Single-Family Residential (SR-2)	Single-Family Residential (SR-3)	Two-Family Residential (TR-7)	Multi-Family (MR-8S)	Multi-Family (MR-8L)	Neighborhood Office (NO)	Planned Office (PO)	Neighborhood Business (NB)	Planned Business (PB)	General Business (GB)	Central Business (CB)	Planned Mixed Use 1 (PM 1)	Planned Mixed Use 2 (PM 2)	Planned Mixed Use 4 (PM 4)	Corporate Center (CC)	Technology Center (TC)	Planned Industrial (PI)	General Industrial (GI)	Heavy Industrial (HI)	Institutional (I)	Type of Land Use
																						<b>Commercial Uses (150.204(D))</b>
							P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(1) Office
							P	P	P	P	P	P	P	P	P	A		P				(2) Personal or Professional Service
							S	S	P	P	P	P	P	P	P	A		S				(3) Indoor Sales or Service
										S	S		S	S	S	S	S					(4) Large-Scale Development
										S	S											(5) Outdoor Display
									P	P	P	P	P	P	P	A		P	P	P		(6) Indoor Maintenance Service
																				S		(7) Outdoor Maintenance Service
									S	S	S	S	S	S	S	A						(8) In-Vehicle Sales or Service
							S	S	S	S	S	S	S	S	S	A		S				(9) Indoor Commercial Entertainment
S										S	S	S	S	S		A						(10) Outdoor Commercial Entertainment
S										S	S		S		S							(11) Commercial Animal Boarding
							S		S	S	S	P	P	S	A							(12) Commercial Indoor Lodging
S	S	S	S	S	S	S	S		S	S	S	S										(13) Bed and Breakfast

Rural Holding (RH)	Single-Family Residential (SR-)	Single-Family Residential (SR-)	Single-Family Residential (SR-)	Two-Family Residential (TR-7)	Multi-Family (MR-8S)	Multi-Family (MR-8L)	Neighborhood Office (NO)	Planned Office (PO)	Neighborhood Business (NB)	Planned Business (PB)	General Business (GB)	Central Business (CB)	Planned Mixed Use 1 (PM 1)	Planned Mixed Use 2 (PM 2)	Planned Mixed Use 4 (PM 4)	Corporate Center (CC)	Technology Center (TC)	Planned Industrial (PI)	General Industrial (GI)	Heavy Industrial (HI)	Institutional (I)	Type of Land Use
				S	S	S	S	S	S	S	S	S	P	P	P	A	P	S	S		S	Establishments
S																		S	S			(14) Day Care Center (3+ children)
					S	S	S		S		S	S							S	S		(15) Campground
																						(16) Boarding House
																					S	(17) Sexually-Oriented Land Use
									S	S		S						P	P	P		(18) Vehicle Repair and Maintenance
							S	S	S	S	P	S	S	S	A	S			S	S		(19) Artisan Studio
																			S	S		(20) Shooting Range
													P	P	P	A	P					(21) On-site Parking Garage (above & below ground)

**PASSED** by the City Council of the City of Belvidere this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPROVED** by the Mayor of the City of Belvidere this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Michael W. Chamberlain, Mayor

**ATTEST:**

\_\_\_\_\_  
Shauna Arco, City Clerk

Ayes: \_\_\_\_ Nays: \_\_\_\_ Absent \_\_\_\_

City Council Members Voting Aye: \_\_\_\_\_

City Council Members Voting Nay: \_\_\_\_\_

Date Published:

Sponsor: \_\_\_\_\_

## MEMO

**DATE:** December 14, 2016  
**TO:** Mayor and Members of the City Council  
**FROM:** City of Belvidere Planning and Zoning Commission  
**SUBJECT:** Recommendation for Case 2016-25; City of Belvidere

**REQUEST:**

The City of Belvidere is proposing amendments to the Zoning Ordinance, adopted March 6, 2006 and amended thereafter. The proposed amendments pertain to Section 150.013 Definitions (Shooting Range), Section 150.204(D) Commercial Land Uses, Appendix C: Land Use Summary Chart, Section 150.105(C)(8)(B)(2) Special Uses in the General Industrial District, Section 150.105(C)(9)(B)(2) Special Uses in the Heavy Industrial District and Section 150.902 Amendment of Zoning Regulations (Text Amendments).

**RECOMMENDATION:**

The Planning and Zoning Commission motioned to approve case number 2016-25 subject to the following *amendments*:

3. Shooting of Firearms *in a commercially operated range open to the general public shall only be permitted* when a Range Safety Officer, certified by a national organization such as the National Rifle Association or the National Shooting Sports Foundation, or other certifying agency such as the Illinois State Police is present and supervising the Shooting Range.

All persons utilizing a Shooting Range shall comply with the FOID Act. The Operator of the Shooting Range, or the Range Safety Officer shall verify possession of a FOID card of all users of the Shooting Range unless such user falls under an exception in the FOID Act (430 ILCS 65/2).

In the event the Shooting Range is constructed in a manner, as certified by a professional engineer or architect, to be safe for only certain calibers or types of firearms, the Owner of the Shooting Range and the Range Safety Officer shall ensure that users of the Shooting Range only use firearms and calibers certified to be safe at the Shooting Range.

**The motion to amend carried with a 5-0 roll call vote.**

**The motion to approve as amended carried with a 5-0 roll call vote.**

---

**Andrew Racz, Chairman**  
**City of Belvidere Planning and Zoning Commission**

CITY OF BELVIDERE  
*Community Development*



BUILDING DEPARTMENT

PLANNING DEPARTMENT

401 WHITNEY BLVD. SUITE 300 BELVIDERE, IL 61008 \* PH (815)547-7177 FAX (815)547-0789

December 6, 2016

**ADVISORY REPORT**

**CASE NO:** 2016-25

**APPLICANT:** City of Belvidere

**REQUEST:**

The City of Belvidere is proposing amendments to the Zoning Ordinance, adopted March 6, 2006 and amended thereafter. The proposed amendments pertain to Section 150.013 Definitions (Shooting Range), Section 150.204(D) Commercial Land Uses, Appendix C: Land Use Summary Chart, Section 150.105(C)(8)(B)(2) Special Uses in the General Industrial District, Section 150.105(C)(9)(B)(2) Special Uses in the Heavy Industrial District and Section 150.902 Amendment of Zoning Regulations (Text Amendments). The proposed language is below.

The methods used to show changes are:

xxxxxxxxxxxx = (Standard text) existing text within the zoning code; no changes proposed.

xxxxxxxxxxxx = (Strike through text) text that is proposed to be deleted from the zoning code.

xxxxxxxxxxxx = (Highlighted and underlined text) new text that is proposed to be inserted into the zoning code.

**§150.013: Definitions**

**Shielded Light Fixture:** An outdoor lighting fixture which through design is shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected at least fifteen degrees below a horizontal plane running through the lowest point on the fixture where light is emitted. Except for ground and sign mounted light fixtures, that horizontal plane shall be parallel to the surface of the ground. See §150.707 for Exterior Lighting Standards.

**Shooting Range:** See §§150.204(D)(20).

**Shopping center:** See group development.

**§150.204: Detailed Land Use Descriptions and Regulations (D) Commercial Land Uses**

**(20) Shooting Range.** Shooting Range land uses include all uses which involve the use of the land for Archery or the intentional discharge of a Firearm (as defined in Section 1.1 of the Firearm Owners Identification Act), for purposes of sport, competition, training or recreation.



**A. Regulations.**

1. Shooting Ranges shall only be permitted within a fully enclosed structure. No outside or open air shooting ranges shall be permitted.

2. All Shooting Ranges shall be constructed pursuant to the Range Design Standards published by the United States Department of Energy (2012) for indoor ranges and at a minimum shall ensure that no projectile shall leave the approved firing area within the structure. Construction plans for the Shooting Range shall be presented to and approved by the City of Belvidere prior to construction. Shooting Ranges shall ensure that all safety mechanisms, including but not limited to: air handling, baffles and backstop, are fully functional at all times and shall provide proper maintenance of each such mechanism. In the event that any mechanism or device, designed to stop the progress of a projectile from leaving the shooting area, fails or appears to be not functioning correctly, the Shooting Range shall immediately close and all shooting cease until the defect is repaired.

No Certificate of Occupancy shall be issued for the Shooting Range until the Owner of the Shooting Range files, with the Building Department, a certificate executed by an architect or professional engineer, licensed by the State of Illinois, certifying that the Shooting Range has been constructed in conformance with the design standards set forth in section 150.204(D)(20)(A)(3) above and certifying what caliber and firearm are safe for use at the Shooting Range.

3. Shooting of Firearms shall only be permitted on a Shooting Range when a Range Safety Officer, certified by a national organization such as the National Rifle Association or the National Shooting Sports Foundation, or other certifying agency such as the Illinois State Police is present and supervising the Shooting Range. All persons utilizing the Shooting Range shall comply with the FOID Act. The Operator of the Shooting Range, or the Range Safety Officer shall verify possession of a FOID card of all users of the Shooting Range unless such user falls under an exception in the FOID Act (430 ILCS 65/2).

In the event the Shooting Range is constructed in a manner, as certified by a professional engineer or architect, to be safe for only certain calibers or types of firearms, the Owner of the Shooting Range and the Range Safety Officer shall ensure that users of the Shooting Range only use firearms and calibers certified to be safe at the Shooting Range.

4. Shooting Ranges shall be operated as a "cold range" meaning persons entering the building and approaching a shooting position shall do so with the firearm to be discharged unloaded and shall not load such firearm until at the designated shooting point.

5. No alcohol or other drug or substance which may cause impairment to a person shall be permitted at a Shooting Range. A Range Safety Officer shall immediately remove any person whom the Range Safety Officer believes is or may be impaired from the consumption of alcohol or other substance

6. Shooting Ranges shall comply with the Noise Standards (Section 150.709) as applicable to Commercial Districts. Further, Ranges shall be designed such that no reasonable person can hear the sound of the discharge from Firearms at the property line where the Shooting Range is located.

**B. Parking.**

1. Shooting Ranges shall comply with the parking requirements for indoor commercial entertainment.

**§150.105: Purpose and Intent of Standard Zoning Districts (C) Nonresidential Districts**

**8) General Industrial (GI) District**

**List of Allowable Principal Land Uses (per Article 2)**

**Permitted by Right**

Cultivation  
Selective Cutting  
Passive Outdoor Public Recreation  
Public Services and Utilities  
Office  
Indoor Maintenance Service  
Indoor Storage or Wholesaling  
Off-Site Parking Lot  
Vehicle Repair and Maintenance  
Personal Storage Facility  
Light Industrial

**Permitted as Special Use**

Clear Cutting  
Day care center (3+ children)  
Artisan Studio/Production Shop  
Outdoor Storage or Wholesaling  
Airport/Heliport  
Freight Terminal  
Communication Tower  
Campground  
Distribution Center  
Heavy Industrial  
Shooting Range

**(9) Heavy Industrial (HI) District**

**List of Allowable Principal Land Uses (per Article 2)**

**Permitted by Right**

Cultivation  
Selective Cutting  
Passive Outdoor Public Recreation  
Public Services and Utilities  
Office  
Indoor Maintenance Service  
Indoor Storage or Wholesaling  
Outdoor Storage or Wholesaling  
Off-Site Parking Lot  
Distribution Center  
Light Industrial  
Heavy Industrial

**Permitted as Special Use**

Agricultural Services  
Clear Cutting  
Outdoor Maintenance Service  
Sexually Oriented Land Use  
Junkyard or Salvage Yard  
Waste Disposal Facility  
Composting Operation  
Airport/Heliport  
Freight Terminal  
Communication Tower  
Extraction Use  
Shooting Range

Tables of Land Uses (Commercial)

Rural Holding (RH)	Single-Family Residential (SR-)	Single-Family Residential (SR-)	Single-Family Residential (SR-)	Two-Family Residential (TR-7)	Multi-Family (MR-8S)	Multi-Family (MR-8L)	Neighborhood Office (NO)	Planned Office (PO)	Neighborhood Business (NB)	Planned Business (PB)	General Business (GB)	Central Business (CB)	Planned Mixed Use 1 (PM 1)	Planned Mixed Use 2 (PM 2)	Planned Mixed Use 4 (PM 4)	Corporate Center (CC)	Technology Center (TC)	Planned Industrial (PI)	General Industrial (GI)	Heavy Industrial (HI)	Institutional (I)	Type of Land Use	
																						<b>Commercial Uses (150.204(D))</b>	
							P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		(1) Office
							P	P	P	P	P	P	P	P	P	A		P					(2) Personal or Professional Service
							S	S	P	P	P	P	P	P	P	A		S					(3) Indoor Sales or Service
										S	S		S	S	S	S	S						(4) Large-Scale Development
										S	S												(5) Outdoor Display
									P	P	P	P	P	P	P	A		P	P	P			(6) Indoor Maintenance Service
																				S			(7) Outdoor Maintenance Service
									S	S	S	S	S	S	S	A							(8) In-Vehicle Sales or Service
							S	S	S	S	S	S	S	S	S	A		S					(9) Indoor Commercial Entertainment
S									S	S	S	S	S			A							(10) Outdoor Commercial Entertainment
S									S	S		S		S									(11) Commercial Animal Boarding
							S		S	S	S	P	P	S	A								(12) Commercial Indoor Lodging
S	S	S	S	S	S	S	S	S	S	S	S	S											(13) Bed and Breakfast Establishments
			S	S	S	S	S	S	S	S	S	P	P	P	A	P	S	S			S		(14) Day Care Center (3+ children)

	Rural Holding (RH)	Single-Family Residential (SR-)	Single-Family Residential (SR-)	Single-Family Residential (SR-)	Two-Family Residential (TR-7)	Multi-Family (MR-8S)	Multi-Family (MR-8L)	Neighborhood Office (NO)	Planned Office (PO)	Neighborhood Business (NB)	Planned Business (PB)	General Business (GB)	Central Business (CB)	Planned Mixed Use 1 (PM 1)	Planned Mixed Use 2 (PM 2)	Planned Mixed Use 4 (PM 4)	Corporate Center (CC)	Technology Center (TC)	Planned Industrial (PI)	General Industrial (GI)	Heavy Industrial (HI)	Institutional (I)	Type of Land Use	
§																			§	§			(15) Campground	
						§	§	§		§		§	§											(16) Boarding House
																						§		(17) Sexually-Oriented Land Use
											§	§		§					P	P	P			(18) Vehicle Repair and Maintenance
								§	§	§	§	§	P	§	§	§	A	§		§	§			(19) Artisan Studio
																				§	§			(20) Shooting Range
														P	P	P	A	P						(21) On-site Parking Garage (above & below ground)

**BACKGROUND AND SUMMARY OF FINDINGS:**

In 2011, the 7<sup>th</sup> Circuit Court of Appeals (with jurisdiction over Illinois) ruled that municipalities could not prohibit commercial shooting ranges. Due to this decision, the City is proposing amendments to its Zoning Ordinance to include commercial shooting ranges by special use within the general and heavy industrial districts.

Through the special use process, staff and the city will be able to review each property, building and surrounding area on a case by case basis to determine if it is appropriate for a shooting range. Additional conditions of approval may be placed on each request to ensure the development is appropriate for the neighborhood. At a minimum, shooting ranges will need to adhere to the six standards outlined in the amendment.


The six standards outlined in Section 150.204 of the amendment state that the building shall be constructed in compliance with the U.S. Department of Energy's Range Design Standards. These standards ensure that the building is designed to prevent projectiles from leaving the shooting area and that proper ventilation is provided to reduce lead levels in the air. Requiring a Range Safety Officer onsite at all times will prevent patrons from breaking the rules and potentially endangering themselves and others. The noise standards found within Section 150.709 of the Belvidere Zoning Ordinance will protect nearby properties from potential noise induced nuisances.

The Range Design Standards provide guidelines to ensure that there are safe lead levels in the air and to prevent lead contamination in waste water. The Boone County Health Department has provided additional guidelines for patrons' personal safety.

During the researching of shooting ranges, conducting the site visit and contacting other municipalities, it became apparent that shooting ranges can be constructed in various sizes and styles. Strict adherence to the guidelines provided can alleviate much of the potential negative impacts that such a business may create.

Based upon this information, planning staff recommends approval of case **2016-25**

**Submitted by:**

  
Gina DelRose,  
Community Development Planner

## **ATTACHMENTS**

1. U.S. Department of Energy's Range Design Criteria.
2. Letter from Boone County Health Department, Bill Hatfield, November 28, 2016 and accompanying Lead Safety for Indoor Firing Ranges.

# **RANGE DESIGN CRITERIA**

---



**U.S. DEPARTMENT OF ENERGY  
Office of Health, Safety and Security**

---

**AVAILABLE ONLINE AT:**  
<http://www.hss.energy.gov>

**INITIATED BY:**  
Office of Health, Safety and Security

## Notices

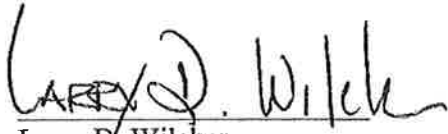
This document is intended for the exclusive use of elements of the Department of Energy (DOE), to include the National Nuclear Security Administration, their contractors, and other government agencies/individuals authorized to use DOE facilities. DOE disclaims any and all liability for personal injury or property damage due to use of this document in any context by any organization, group, or individual, other than during official government activities.

Local DOE management is responsible for the proper execution of firearms-related programs for DOE entities. Implementation of this document's provisions constitutes only one segment of a comprehensive firearms safety, training, and qualification program designed to ensure that armed DOE protective force personnel are able to discharge their duties safely, effectively, and professionally. Because firearms-related activities are inherently dangerous, proper use of any equipment, procedures, or techniques etc., identified herein can only reduce, not entirely eliminate, all risk. A complete safety analysis that accounts for all conditions associated with intended applications is required prior to the contents of this document being put into practice.



**CERTIFICATION**

This document contains the currently-approved firearms "Range Design Criteria" referred to in DOE O 473.3, *Protection Program Operations*.



Larry D. Wilcher

Director

Office of Security

Office of Health, Safety and Security

6/4/2012  
Date

**This page intentionally left blank.**

**TABLE OF CONTENTS**

RANGE DESIGN CRITERIA.....	1
1. Purpose.....	1
2. Planning Factors.....	1
3. Planning Overview.....	1
a. General Considerations.....	1
b. Type of Range.....	1
c. Site Selection Preparation.....	2
d. Considerations.....	3
e. Preliminary Design Stage.....	3
f. Final Design Stage.....	3
4. Outdoor Range Design.....	4
a. Site Selection.....	4
b. Range Planning.....	4
c. Surface Danger Zones.....	5
d. Support Facilities.....	6
e. Design Criteria.....	8
5. Indoor Range Design.....	15
a. Use of Indoor Ranges.....	15
b. Site Selection.....	15
c. Range Planning.....	17
d. Design Criteria.....	17
6. Live Fire Shoot House.....	27
a. Introduction.....	27
b. Site Selection.....	27
c. Design and Layout.....	28
d. Wall Construction.....	28
e. Doors.....	29
f. Ceiling or Roofs.....	29
g. Floors.....	29
h. Bullet Traps.....	30
i. Elevated Observation Control Platform.....	30
ATTACHMENT 1 -- RANGE DESIGN FIGURES.....	Attachment 1-1

**This page intentionally left blank.**

## RANGE DESIGN CRITERIA

---

1. PURPOSE. This document contains design criteria for U.S. Department of Energy (DOE) live-fire ranges for use in planning new facilities and major rehabilitation of existing facilities. This document will be approved and maintained by the Office of Security, Office of Health, Safety and Security (HSS) as a stand-alone document on the HSS website: <http://www.hss.doe.gov/SecPolicy/pfs.html>.
2. PLANNING FACTORS. All applicable local, State, Federal, U.S. Environmental Protection Agency, Occupational Health and Safety Administration (OSHA), and National Environmental Policy Act requirements should be addressed and be reviewed annually (at least every 12 months) by the site to incorporate any requirements and/or changes that occur.
3. PLANNING OVERVIEW.
  - a. General Considerations.
    - (1) Live-fire range design should: (a) promote safe, efficient operation; (b) include provisions for ease of maintenance; and (c) be affordable to construct and maintain.
    - (2) Live-fire ranges should be designed to prevent injury to personnel and to prevent property damage outside the range from misdirected or accidental firing and ricochets. They should also be designed to direct ricochets away from the firing line inside the range.
    - (3) An open range may be established provided that enough distance and land area available to allow for surface danger zones (SDZs) appropriate for the weapons to be used. Lack of SDZs may require baffled ranges. Extreme weather conditions may necessitate indoor ranges.
  - b. Type of Range.
    - (1) Range requirements should be considered when determining the type and size of the range and the material to be used.
    - (2) The range should be suitable for training and qualifications for all courses of fire used on the site as set forth in the HSS-approved Firearms Qualification Courses.
    - (3) The range should be designed for shooting day and reduced-lighting DOE firearms courses, moving targets, multiple targets, and advanced shooting courses/activities (e.g., shooting at steel targets) that may be required by the site.

- (4) When determining whether the facility will be an indoor, open outdoor, partially baffled, or fully baffled range, the decision-making process should include site weather conditions, available land, available funding, and environmental, safety, and health considerations. The following additional factors should be considered.
- (a) How many shooters must be accommodated?
  - (b) Will emphasis be on training or competitive activities?
  - (c) What types of firearms and range of ammunition will be used? (See Table 1.)
  - (d) Will the facility be used exclusively by DOE or will it be open to other organizations?
  - (e) What special uses will be made of the facility; e.g., advanced training, special weapons, or explosives?
  - (f) What lighting will be required, and what lighting is desired?
  - (g) What administrative space will be needed?
  - (h) What types of target mechanisms will be used?
  - (i) Will spectator safety areas be needed?
  - (j) What types of acoustics will be needed?
  - (k) How will lead contamination be controlled?
  - (l) Where will bullet traps be needed?
  - (m) Where will firearms cleaning and maintenance be performed?

c. Site Selection Preparation. The site selected should accommodate the required facility. It should meet acceptable standards for safety and have sufficient space, access, and acceptable zoning and construction costs. Land acquisition costs, future land values, and possible restrictions should also be examined. To ensure the project is feasible the following data should be considered.

- (1) Documents. Copies of specific site, environmental, and construction criteria; applicable mandated regulations from Federal, State, county, and local authorities; copies of ordinances, zoning regulations, soil conservation standards, health department requirements, and any other regulations that may pertain to the project should be obtained.

- (2) Alternate Sites. Identify alternate sites, because one or more of the potential sites may be unsuitable or construction costs may be prohibitive.
  - (3) Technical Data. Gather technical data relevant to each site including zoning maps, aerial photographs, topographic maps, and onsite ground and aerial information.
- d. Considerations. The criteria to be considered in this process are:
- (1) environmental restrictions; e.g., Endangered Species Act, Wilderness Act, and air and water pollution criteria;
  - (2) access; e.g., is it adequate or should a roadway be constructed to the site;
  - (3) construction cost; e.g., berms, baffles, barriers, earth moving;
  - (4) other restrictive Federal or State statutes and local ordinances; and
  - (5) community growth, especially in areas where urban growth is rapid. Escalating property values may make it unwise to construct in a particular area.
- e. Preliminary Design Stage.
- (1) Prepare:
    - (a) a preliminary layout sketch of each site;
    - (b) a draft document, which should include specifications for applicable zoning, building codes, environmental, safety, and health considerations, and other pertinent restrictions;
    - (c) alternative preliminary site plans showing different range layouts;
    - (d) a planning cost estimate; and
    - (e) a risk analysis report.
  - (2) Submit all environmental, zoning and building permit applications for approval. Be prepared, via the draft document, to present and, if necessary, defend the proposal at public hearings before zoning boards, health officials, and other governmental bodies involved in issuing permits.
- f. Final Design Stage.
- (1) The preliminary site plans include a layout of the proposed range with its accompanying safety fan in a cross section and top view.

- (2) The range master/manager, training manager, safety manager, industrial hygienist, appropriate operating personnel and public works engineer should review and approve the design requirements during the planning phase, before the construction drawings are started, and during the construction phase.

4. OUTDOOR RANGE DESIGN.

a. Site Selection.

- (1) Outdoor range sites should be remote from other activities but accessible by road. SDZs should not extend across traveled roads, navigable waterways, railroads, or other areas.
- (2) To protect against unauthorized access, SDZs should be controlled while firearms are being discharged. To prevent future encroachment, SDZs should be recorded on site maps.
- (3) If other methods to control access to SDZs are not effective, then the zones should be fenced in. Natural barriers around the site; e.g., rivers, hills or a large drainage channel may be used to prevent encroachment and will ensure privacy. The best site is one with a natural backstop for projectiles to reduce the cost of constructing earth impact berms and to provide natural sound abatement.
- (4) Outdoor ranges should be oriented to eliminate firing into the sun. The range should be oriented to the north or slightly to the northeast. The ideal direction is between due north and 25° northeast.

b. Range Planning.

- (1) Firing into upward sloping land and land with natural backstops of hills or mountains is recommended.
- (2) Firing platforms, access roads, and targets should be elevated above the flood level.
- (3) The line of fire in rough terrain should be perpendicular to high ground. The line of fire on flat terrain should be free of knolls, ridges, and trees that reduce visibility.
- (4) Known distance ranges should be as flat or evenly graded as possible. If the grade between the firing points and target does not exceed 2 percent, then the firing points may be below the target.
- (5) Roads used for setting and servicing targets in impact areas and for maintenance of earth berm may be graded pathways. Roads in areas not subject to disturbance; e.g., vehicle parking areas, and roadways behind



firing lines or out of range of weapons, should be designed for anticipated vehicle weight and usage.

- (6) The ground between the targets and firing line should be free of any hardened surface (smooth-surfaced walkways excepted) such as rocks or other ricochet-producing material.
- (7) The surface may be sodded or planted with low-growing ground cover.
- (8) The surface should be smooth, firm, and graded to drain away from the targets. A slight side-to-side grade of 1 percent to 2 percent should be provided for storm water runoff. For baffled ranges, the lateral slope should not exceed 2 percent because of the geometry of the baffle system.
- (9) The overall size will be governed by the range distance and number of firing positions.
- (10) Range distances from the firing line to the target are determined by the approved DOE qualification courses of fire for all weapons available for use by Protective Force (PF) personnel and by site-specific training courses of fire. The distances from the firing line to the target should be accurate to  $\pm 0.1$  percent. It is important that any inaccuracy in the firing line-to-target distance is a greater, rather than lesser, distance (e.g., 101 yards for a 100-yard range instead of 99 yards).
- (11) Shooters should have secure footing.

c. Surface Danger Zones. SDZs should be established to contain all projectiles and debris caused by firing ammunition and explosives (see Table 1). SDZ dimensions are dictated by the types of ammunition, types of targets, and types of firing activities allowed on the range. A basic SDZ consists of three parts: impact area, ricochet area, and secondary danger area (Figure 1). Figures 2 through 6 illustrate the application of the basic parts in the design of SDZs for various kinds of range activities.

- (1) The primary danger area established for the impact of all rounds extends  $5^\circ$  to either side of the left and right limits of fire and downrange to the maximum range of any ammunition to be used on the range.
- (2) The ricochet area is  $5^\circ$  to either side of the impact area and extends downrange to the maximum range of any ammunition to be used on the range.
- (3) The secondary danger area is that area paralleling, and 100 yards outside of, the outermost limits of the ricochet area and extending downrange to the maximum range of any ammunition to be used on the range.

- (4) Boundaries of SDZs must be posted with permanent signs warning persons of the danger of the live-fire range and prohibiting trespassing. The signs must be posted in a way that will ensure a person cannot enter the SDZ without seeing at least one legible sign (i.e., usually 200 yards distant or less).
  - (5) Limit of fire markers, both external and internal, must be placed to denote right and left limits of fire. Where cross firing is to be conducted, internal limit markers must be emplaced to denote internal right or left limits of fire from specific firing positions.
  - (6) Ranges may be located parallel to one another if in compliance with Figure 19 for separation.
  - (7) When there is insufficient distance to lay out a new range with the required SDZ or utilize other ammunition with a maximum range that does not exceed the SDZ, engineered or administrative controls can be used to control firing on that range. Permission to deviate from established SDZ requirements must be granted by the DOE cognizant security authority and supported by a safety risk analysis.
  - (8) Administrative controls such as use of the low-ready position or engineered controls such as muzzle traverse/elevation limiters can be used to control the firearm. Natural terrain such as a mountain or a hill provides an excellent backstop for firing. The terrain should be high enough to capture rounds fired at up to a maximum 15° muzzle elevation.
  - (9) To change the size and shape of an SDZ, baffles may be installed. Partial and full baffle systems consist of the following components: overhead baffles, a canopy shield over firing points, bullet impact berm, and side berms, sidewalls, or side baffles. A fully baffled range must be constructed so all direct fire can be contained within the range (see Figures 7 and 8).
- d. Support Facilities. Range planners should consider the site-specific need for the following range support facilities.
- (1) Targets.
  - (2) Target storage.
  - (3) Bunkers, trenches, and protective barriers for personnel protection.
  - (4) Range control towers.
  - (5) Toilets.
  - (6) Range poles, banners, markers, and signs.

- (7) Communication systems.
- (8) Access and range roads.
- (9) Parking areas.
- (10) Potable water.
- (11) Target maintenance.
- (12) Ammunition storage.
- (13) Power.
- (14) Sewer.
- (15) All other necessary utilities.

**Table 1. Maximum Range of Small Arms Ammunition**

<b>Maximum Range of Small Arms Ammunition</b>	
<b>Caliber</b>	<b>Maximum range of small arms ammunition (distance in meters/yards)</b>
.22 long rifle	1400/1531
.38 revolver	
Ball, M41	1600/1749
Ball PGU-12/8	1900/2077
.40 pistol	
Ball	1783/1950
JHP	1908/2086
Frangible	1000/1093
.45 pistol	1500/1640
.45 submachine gun	1600/1749
.357 magnum	2160/2362
9mm pistol	1740/1902
9mm submachine gun	1920/2099
.44 magnum	2290/2504
.50 machine gun	
Ball, M33	6500/7108
AP, M26	6100/6671
12 gauge shotgun, riot 00 buckshot	600/656
.30 rifle and machine gun	
Ball, M23	3100/3390
AP, M2	4400/4811
.30 carbine	2300/2515
5.56mm rifle	
Ball, M193	3100/3390
7.62mm rifle and machine gun	
Ball, M80	4100/4483
Match, M118	4800/5249
40mm	
M79	400/437
Mk-19 40mm	2200/2406

e. Design Criteria.(1) Firing Line Items. Provide the following components:

(a) Floor Surface. The surface should be smooth, firm, and graded to drain away from the targets. A slight side-to-side grade of 1 percent to 2 percent should be provided for storm water runoff. Transverse firing line grading should match target line transverse grading. The distance between the firing line(s) must be sufficient to support the type of training conducted. Firing lanes must be clearly marked on the surface to match the targets. Depending on the number of personnel to be supported and the funds available, the following surfaces should be considered:

- 1 ground firmly compacted with mown grass;
- 2 sand or fine gravel;
- 3 wood decking of sufficient thickness and support to prevent movement; and
- 4 concrete topped with appropriate cushioning material.

(b) Overhead Containment. On partially and fully baffled ranges, a ballistic canopy (see Figure 9) should be provided over all locations where a weapon may be expected to be discharged (firing line, by definition). Figure 9 represents one construction approach, but the canopy must contain the direct fire effects of the most energetic round fired on the range. This canopy should begin at least 3 feet behind the firing line. General structural requirements may dictate more distance. The canopy should extend forward a minimum distance of 13 feet minimum, which will work geometrically with the first overhead baffle to prevent a weapon from firing directly out of the range (see Figures 16 and 17). The canopy should be constructed of ballistic material with sacrificial cladding as described below. Sound reduction ceiling waffles should be considered. Weather roofing is required above the ballistic material and it must slope sufficiently to drain.

(2) Firing Point. The depth of the firing point is determined by the shooting activity; e.g., rifle firing requires more depth than pistol firing.

(a) The minimum depth of the firing point is the area required for the shooter, shooter's equipment, scorers, and range officers. For example, a pistol range might have a firing line approximately 6 to 10 feet deep, while a rifle range would have a firing line up to 20 feet deep. This variation is based on available space, type of

shooting, size of target frames and carriers, and the spacing of target frames or carriers.

- (b) For rifle ranges, each firing point should be 9 feet wide (see Figure 10). Firing lanes for pistols and shotguns should be 5 feet center to center (see Figure 11).
- (3) **Ballistic Material.** The purpose of this material is to absorb, deflect, or fragment projectiles. Material for baffles on partially and fully baffled ranges is shown in Figures 12 and 18. Wood that is used should be of middle grade exterior timber or plywood. Timber in contact with the ground must be pressure-treated for this purpose. Avoid exposed connectors if possible. Refer to Table 2, Thickness of Material for Positive Protection Against the Caliber of Ammunition Listed, for the thickness of various materials.
- (4) **Sacrificial Cladding.** Provide ¾-inch thick plywood with a ¾-inch air gap on any surfaces (baffles, wing walls, metal connectors, etc.) that are within 11 yards of the firing line to prevent back splatter.
- (5) **Firing Line Cover Material.** The firing line should be covered to protect the shooter and allow activities to be held regardless of the weather. On ranges with several firing lines, the cover is generally installed at the longest firing distance. The firing line covers described below are for shelter only and should not be confused with the ballistic firing line canopies required on baffled ranges. Material that can be used for firing line covers includes wood, concrete, steel, and plastic. Most covers are constructed from wood products and are a shed or gable roof design. In some cases, corrugated metal or fiberglass roofing material can actually increase sound levels at the firing line and in areas around the range. Therefore, to reduce noise, corrugated metal or fiberglass roofing material should not be used unless it is acoustically treated. The structure should be designed to include the following:
  - (a) The shed roof should have a 6-inch cavity filled with fiberglass insulation (or equivalent) and be enclosed on the bottom with ¾-inch plywood or insulation board. Although this will not provide a completely effective sound barrier, sound waves will strike and penetrate the inside layer of plywood, and the sound will be reduced;
  - (b) A plywood shed roof should have a 6-inch hollow core enclosed with a small grid mesh screen and a six-mil polymer barrier to retain the insulation. The intervening space should be filled with blown-in insulation to trap sound waves and reduce the drum effect of an open roof; and

- (c) A gable roof has a large hollow area above the joists; however, additional sound damping materials should be installed to reduce the drum effect and the sound pressure level as they are reflected onto the firing line area. The underside of the roof surface will require a minimum of 4 inches of insulation to fill in between the rafters and a minimum of 3 inches of insulation above the ceiling and between the joists. This will reduce the drum effect caused when sound waves strike surface material (e.g., corrugated metal) and will absorb a portion of the reflected sound waves.
- (6) Surface Material. Positions should be hard-surfaced (e.g., concrete, gravel, wood, asphalt, or sod).
- (a) For ranges where prone shooting is conducted, gravel or similar materials may cause difficulty for the shooter. When the surface material is concrete or asphalt, shooting mats or padding will be required when the kneeling or prone positions are used.
  - (b) For ranges with multiple firing lines, hard-surfaced firing lines located downrange of another firing line should be recessed or shielded from bullet impact to avoid ricochets off exposed edges.
- (7) Landscaping. The site should be landscaped to provide for erosion control, noise abatement, maintenance, appearance, fire protection, and safety.

NOTE: Any landscaping will complicate the removal of lead in the berms, especially on impact surfaces, and will create higher maintenance costs.

- (a) Berms should be planted with grass to prevent erosion. Ground cover is acceptable on existing berms that have been maintained and where erosion is not a problem.
- (b) When grass is selected as a ground cover, it should be appropriate for the geographic area and should readily grow and provide good coverage. The degree of shading caused by overhead baffles will determine the type of grass for the range floor. Use grasses and cover for earth berms that will not be accessed by moving equipment so that natural growth heights will be acceptable. In areas where the soil is poor or extremely sandy, plants such as Bermuda grass, ice plant, or vine root can be used to control soil erosion.
- (c) Heavy landscaping may be used to cut down on noise transmission. Plants and trees may be planted behind the firing position shelters to alleviate noise transmission problems.

Soundproofing the firing line structures should be considered in problem areas. Trees should be kept away from firing lines to allow range control officers to see all shooters.

- (d) For windbreaks, trees may be planted along the length of the range with partial side berms or wing walls where strong prevailing crosswinds are problems to shooting accuracy.
  - (e) Densely planted rows of fast-growing, compact, and thorny shrubs may be planted below the trees at ranges with partial berms or wing walls to abate noise, prevent encroachment, and alleviate crosswind problems.
- (8) Target Line and Mechanisms. Components must be as follows:
- (a) The target line should be a minimum of 30 feet from the toe of the impact berm. The distance between targets must be the same as the distance between firing positions.
  - (b) Target line bases must match grading with the firing line. Mechanical target support bases must be protected from the direct line of fire. They may be buried flush with the ground or placed behind a protective wall. Note that a small raised earth berm at this location generates significant ricochet. The complexity of the mechanism will dictate the protection requirement. See Figure 13 for wall or trench protection of high cost target line mechanisms.
  - (c) Target supports can be made of steel angles and channels, PVC pipe or wood. Do not use metal parts within 33 feet of the firing line where direct fire strikes are anticipated. Discharging weapons close to metal surfaces is extremely dangerous. Present the smallest surface area that is structurally sound to the line of fire to minimize ricochet. Design the target holders for easy and inexpensive replacement. Portable, self-supporting 2- by 4-inch wood frames or 2-inch by 2-inch wood plank placed into buried PVC pipe work well on simple ranges. The full face of the target must be visible to the shooter.
  - (d) Turning targets and the display time are at the discretion of the user. Commercially available, electrically motorized target carrier and electronic scoring systems should be considered where economically feasible.
  - (e) On open ranges, a single target line with multiple firing lines is preferred. On partially or fully baffled ranges, in most instances, a single firing line with multiple target lines will produce the most cost-effective range because of the firing line canopy. An

extremely advanced target mechanism may be significantly more expensive than multiple canopies.

- (9) **Impact Structures.** The structure varies depending on the type of range. Natural terrain such as a mountain, cliff, or steep hill may be incorporated into impact structures provided the completed structure complies with the minimum design requirements. Acceptable structures by range type are listed below.
- (a) For open ranges, the top elevation of the earth impact berm should be 26 feet above the range surface for ranges 100 yards long or longer and 16 feet above the range surface for ranges 50 yards long or less. The impact berm should extend 50 yards beyond where the target line ends for 100-yard-long ranges or until joining with the side containment, if provided for ranges 50 yards long or less.
  - (b) The suggested elevation may be met by designing a combination of earth berm and vertical baffle (see Figure 14). The earth berm portion should have a top elevation of 16 feet above the surface of the range. The vertical baffle should be constructed of ballistic material and designed to withstand local seismic and wind loads. This combination arrangement would reduce the footprint and the amount of material in the earth berm.
  - (c) The preferred slope of the impact berm face is 1 to 1 or steeper. The steeper the slope, the more likely the berm is to absorb projectiles. The top should be 10 feet wide. The impact slope should be constructed with a 3-foot layer of easily filtered soil (to reclaim the lead projectiles) free of boulders, trees, rocks, stones, or other material that will cause ricochet. The rear slope should be appropriate to the native soil and maintenance requirements.
  - (d) For partially and fully baffled ranges, the top elevation of the impact structure will vary depending on the overhead baffle and impact structure arrangement. The impact structure for a partially baffled range can be: standard impact berm, bullet trap, or hybrid. For fully baffled ranges, the impact structure must be a bullet trap. In all instances, the impact structure must connect to the side containment. The top of the berm should be at an elevation 5 feet above the point where the highest line of direct fire can strike the berm.
  - (e) Outdoor baffled bullet stops can be constructed by placing the last vertical overhead baffle over the last target line and placing a sloped baffle to connect from the top of the earth berm to the back of the last vertical baffle. The bottom of this lower-sloped overhead baffle should be 2 feet above the highest point on the



berm where direct fire might strike. See Figure 15 for material and construction details. Rainfall runoff from the sloped baffle onto the berm must be considered. (See “Use of Bullet Traps and Steel Targets” for Shoot House bullet trap information.)

- (10) **Side Containment.** For partially and fully baffled ranges (Figures 7 and 8), the top elevation of the side containment must geometrically mate with the overhead baffles to be high enough to prevent any direct fire from exiting the range. Full-side height containment should extend 3 feet to the rear of the firing line. Locate the side containment at least 10 feet outside of the centerline of the outermost firing lane. Construction may be in the following forms.
- (a) **Earth Berm.** Construct earth berms to an inside slope of 1 to 1.5. If native soil characteristics will not produce a stable slope at this angle, provide geotechnical fabric reinforcement in the fill. The top width of the berm should be at least 10 feet. No rocks are permitted in the top 3 feet of the inside surface. Generally, earth berms cannot be used on partially or fully baffled ranges; however, earth berms are permissible if the firing range is small and the overhead baffle and berm geometry intercept ricochets.
  - (b) **Continuous Walls.** Construct continuous walls of ballistic material to withstand local wind and seismic loads. Provide sacrificial cladding to 13 feet forward of the firing line and 3 feet behind the firing line. Continuous walls are preferred for fully baffled ranges.

**Table 2. Thickness of Material for Positive Protection Against the Caliber of Ammunition Listed**

Cover material	Caliber and thickness required to stop penetration		
	5.56 mm	7.62 mm and Cal. 30	Cal. 50
Concrete (5,000 lbf/in <sup>2</sup> )	5 inches	7 inches	12 inches
Gravel-filled concrete masonry units	8 inches	12 inches	24 inches
Broken stone	14 inches	20 inches	30 inches
Dry sand	16 inches	24 inches	32 inches
Wet sand	25 inches	36 inches	48 inches
Oak logs (wired)	28 inches	40 inches	56 inches
Earth			
Packed or tamped	32 inches	48 inches	60 inches
Undisturbed compact	35 inches	52 inches	66 inches
Freshly turned	38 inches	56 inches	72 inches
Plastic clay	44 inches	65 inches	100 inches

NOTE: Figures are based on new material. Degradation may occur over time.

- (c) **Wing Walls.** Wing walls (side baffles) are discontinuous side protection set at 45° to the line of fire. Locate the wing walls so that they are overlapped by 6 inches based on any line of fire that may strike them. Construct the wing walls of ballistic material to

withstand wind and seismic loads. Additionally, provide sacrificial cladding on wing walls closer than 30 feet to the firing line.

- (d) End Walls. End walls may be constructed at the firing lane edge on the firing line in lieu of extending side containment 3 feet behind the firing line. Walls should be long enough to close off any line of sight between the end of the side containment and the rear 3 feet mark. The end walls should be constructed of ballistic material with sacrificial cladding extending from the canopy to the firing line surface.
- (11) Overhead Baffles. Overhead baffles must be located so that no direct fire can exit the range from any firing position. The first overhead baffle must be geometrically coordinated with the firing line ballistic canopy (see Figure 9). The elevation of the top of each succeeding baffle should be 6 inches higher than a line of fire that just clears beneath each preceding baffle (see Figure 16). Overhead baffles should be the same height and spaced apart down range to achieve the required geometry (see Figure 17). The last baffle should be placed so the line of fire will strike the impact structure no higher than 5 feet below the top elevation of the structure. On a fully baffled range, the last overhead baffle must be over the last target line.
- (a) On partially baffled ranges, overhead baffles must extend laterally to within 1 foot of the side containment. On fully baffled ranges, the overhead baffle must tie into the side containment.
  - (b) The vertical dimension of an overhead baffle when it is vertical varies with the number and spacing of the baffles. Normally, the height is between 5 and 8 feet when considering structural support size and costs.
  - (c) The baffles must be constructed of ballistic material. Baffles within 11 yards of the firing line should be covered with sacrificial cladding. See Figures 12 and 18 for possible configurations.
  - (d) Space the structural columns as far apart laterally as possible to open firing lanes. If possible, do not construct columns within the range. Design columns or beams to withstand local wind and seismic loads, and provide protective steel plate on the faces of the columns exposed to the firing line in accordance with Figures 12 and 18. Provide sacrificial cladding if the column is within 10 yards of the firing line. Overhead baffles may be placed on a flatter slope and overlapped to function as firing line canopies if multiple firing lines are to be used (see Figure 17). This arrangement is cost-effective for baffled combat lanes.

5. INDOOR RANGE DESIGN.

a. Use of Indoor Ranges.

- (1) Indoor ranges must be designed so projectiles cannot penetrate the walls, floor or ceiling, and ricochets or back splatter cannot harm range users. Considerations should be made for cleaning of all surfaces and handling of hazardous wastes.
- (2) Lead exposure requirements must be reviewed for applicability.

b. Site Selection.

- (1) Walls and Partitions. Indoor ranges must incorporate walls and partitions capable of stopping all projectiles fired on the range by containing or redirecting bullets to the backstop.
- (2) Existing Buildings. If there are existing drawings of the facility, copies should be obtained from the original owner, architect, engineer, builder, or building permit. If original drawings of the building are not available, a sketch can be made of each floor of the building with a special emphasis on the load-bearing walls. The following considerations should be used when making the initial evaluation of an existing building.

(a) General Construction. Buildings constructed of wood products should be avoided. Modifications to reinforce the structure to support metal backstops or to reduce fire hazards may not be cost-effective.

(b) Exterior Walls. The type of exterior wall construction (e.g., masonry, wood, concrete, metal, combination, other) should be identified. Masonry buildings should be given primary consideration, especially those constructed on concrete slabs.

(c) Floors, Walls, and Ceilings. Floors, walls, and ceilings must be able to contain the sound in addition to the bullet fired.

- 1 The ideal wall is made of poured concrete a minimum of 6 inches thick.
- 2 To aid in range cleaning, concrete floors should be finished so they have a nonporous surface.
- 3 Ceilings should be 8 feet high and enclosed to reduce air turbulence created by ventilation systems.
- 4 Evaluate the structural support designs of older buildings for their ability to withstand new loading. Original design

considerations usually do not allow for installing heavy backstops and other range equipment.

- 5 To decide if modifications are necessary, slab buildings must be analyzed carefully to determine the capacity for floor loading. If there are no floor drains and it is economically feasible, modifications should also include adding one or more floor drains.
  - 6 Ceiling joists may require strengthening to support baffles and shielding material.
- (d) Electrical. Electrical needs may require the installation of heavy-duty wiring both internally and externally to accommodate the added power needs of range ventilation, heating, lighting, and target-carrier mechanisms.
  - (e) Plumbing. Plumbing does not usually require major modifications; however, heavy metals may be prohibited from area wastewater treatment collection systems. Therefore, an approved filtration system may be necessary for disposal of hazardous waste material; e.g., lead.
- (3) Precast Buildings.
- (a) Precast concrete companies can provide complete precast buildings (job site-delivered) if engineering specifications for steel placement are provided on a set of plans (drawings) for the proposed building.
  - (b) Precast assembly allows for installation of a roof design more suitable for an indoor range. Gabled or hip roof designs should not be used.
  - (c) Hollow, precast concrete panels provide an option to bar joists, eliminating bullet ricochet or splatter. A flat bar joist design is the recommended alternative to hollow, precast concrete panels.
  - (d) The flat roof design also provides support for heating, ventilating, and air conditioning (HVAC) equipment outside of the range, which saves space and reduces cost.
- (4) New Construction. New indoor construction projects require the same guidelines as existing buildings; however, they offer the advantage of building a structure specifically for use as an indoor shooting range.

- c. Range Planning. Design work for ventilation, wall structures, floors, ceiling, acoustics, backstops, and lighting will depend on how the range will be used.
- (1) A determination for the type of building required includes the following considerations.
    - (a) Can the range be built in an existing building or is a new one required?
    - (b) How large should it be?
    - (c) How many shooters will it be expected to serve?
    - (d) Will it be used for competition?
    - (e) Should space be allowed for classrooms?
    - (f) How much will the facility cost?
  - (2) The planning process should include:
    - (a) obtaining ordinances, zoning regulations, building codes, soil conservation regulations and other information pertaining to legal requirements;
    - (b) for evaluation, identifying a site for a new building or several existing buildings that may have the suitable design characteristics; and
    - (c) gathering other technical information relevant to the project. This information includes zoning requirements, onsite information, and range design criteria. Local zoning codes or health department regulations normally will provide answers or solutions on how the project is to be handled.
- d. Design Criteria. Based on the site selected, type of shooting, number of users, and site layout, the next step is to design the facility by preparing detailed drawings showing specifications and necessary dimensions. The four main considerations for indoor ranges are shooter needs, type of shooting activity, number of firing points, and number of users. Special consideration should be given to ventilation, lighting, safety baffles, and backstop design. The following standard and optional features for indoor ranges should be considered.
- (1) Backstops and Outdoor Baffled Bullet Stops. See "Use of Bullet Traps and Steel Targets" for Shoot House bullet trap information.

- (a) The design of a backstop or baffled bullet stop is a contributing factor to the service life of the unit. Steel should be installed according to the type of ammunition to be used and to proven angle configurations.
- (b) The design criteria should be based on the planned use of the facility. Metal plates selected for use in a backstop or baffled bullet stops must resist repeated stress according to the degree of stress applied. Necessary characteristics are resistance to abrasion, resistance to penetration, surface hardness, thickness, and alloyed strength to resist metal fatigue.
- (c) The main backstop is generally a fabricated steel plate or series of plates used to stop bullets fired on a range. Backstop configurations and plate thickness will change according to type of shooting activity.
- (d) Steel backstops with sand or water pits are common; however, a few indoor ranges use earthen or sand backstops.

CAUTION: Earthen or sand-filled backstops are not recommended because they can create health hazards for maintenance workers from silica and lead dust. They also cause excessive wear on ventilation fans.

- (e) Backstops must extend from side to side and from ceiling to floor to protect the end of the range completely from penetration by direct bullet strike and prevent ricochets, back splatter, and splatter erosion of side walls.
- (f) Four basic backstop designs are used for indoor ranges: Venetian blind, escalator, Lead-a-lator<sup>®</sup>, and the angled backstop (45°) back plate. Other backstop designs exist and should be researched for applicable use.

1 Venetian Blind Backstop. Requires less space, but without proper installation and regular maintenance it can cause back splatter problems from exposed edges of each main segment of the backstop. Keeping the exposed edges ground to original specifications is time-consuming, difficult, and requires skilled personnel.

- a To control back splatter, a curtain should be hung in front of the backstop. Tests have been conducted on materials including canvas, burlap, cardboard, insulation board, and synthetic rubber. Properly installed, these materials effectively stop back

splatter. Walls using insulation board or a synthetic rubber curtain are best.

- b The main advantage of the venetian blind backstop is minimal space requirements. While an angled plate or an escalator will use 14 feet of space, the venetian blind uses only 5 feet.

2 Escalator Backstop. Sets up with flat steel plates laid out on a framework sloping away from the shooter. Between each series of plates, an offset allows a bullet sliding down the facing surface to drop into a hidden tray for easy cleanup. At the top or back of the backstop, a swirl chamber is provided to trap the bullets or bullet fragments as they exit the backstop surface. Once the bullet's flight ends in a spin-out chamber, the bullet or pieces fall into a cleanup tray.

3 Lead-a-lator<sup>®</sup>. A variation of the escalator-type backstop that uses a curved instead of flat piece of steel. The surface is concave and operates so that a bullet will follow the contour of the surface into a dry lead spinout chamber where it is trapped.

4 Angled Backstop (or 45° Inclined Plates). Uses a sand or water trap and has been the traditional alternative for indoor ranges.

- a The angle of the plate should never exceed 45° from the ground. The 45° plate and pit backstop is relatively inexpensive, but there are several disadvantages. Sand traps require frequent cleaning to remove bullet fragments. Cleaning operations require workers to wear high-efficiency particulate air (HEPA) filter masks if material is removed dry. It is best to dampen the sand trap material before and during cleaning operations to eliminate dust. To maintain a healthier internal environment, frequent removal, disposal, and replacement of lead-laden sand is required. The surface should be continually raked to keep the sand level and to guard against splatter as lead buildup occurs.

- b The cleaning operations are easier when a water trap is used. However, a water trap requires chlorine and other chemicals to retard algae growth and antifreeze in colder months to prevent freezing.

Installing a water pit requires a different approach to foundations and footings, especially in areas affected by earthquakes or freezing.

- (2) General Range Cleaning. Both dry and wet methods can be used to clean the range. The method selected depends on the frequency of use. The wet method is preferred when floor drains are available, and keeping materials wet during cleaning operations reduces or eliminates release of microscopic dust particles. When dry methods must be used, workers must use the appropriate personal protective equipment (PPE) that has been established by local industrial hygiene personnel. After cleaning operations are complete, workers must shower and have work clothing laundered.
- (3) Backstop Steel Plate Specifications.
  - (a) Steel plates supported by concrete or masonry should be anchored by expansion bolts or toggle bolts, as suitable for construction, with flush countersunk heads not more than 12 inches on center of all edges of each plate. Joints and edge lines should be backed with continuous ½-inch thick plate no less than 4 inches wide. Bolts should pierce both the facing and back plates. Expansion bolts should penetrate concrete not less than 2 inches. Steel plates must have milled edges at all joints.
  - (b) Joints must be butted flush and smooth. After the plates are erected, they must not have any buckles or waves. Exposed edges must be beveled at 42° to a fillet approximately ½-inch thick. There must be no horizontal joints in any steel plate work.
  - (c) Welding must meet the American Welding Society code for welding in building construction. Steel plates joined at, and supported on, structural steel supports must be spot-welded to steel supports not more than 6 inches on center.
- (4) Baffles, Deflectors, and Shields. Baffles on indoor ranges protect lighting fixtures, HVAC ducts, ceilings, and target carrier apparatus. Baffles are designed to protect against the occasional errant bullet but not for repeated bullet strikes.
  - (a) To cover or protect vulnerable ceiling areas or range fixtures, baffles must extend the entire width of the range and downward. Spacing of baffles on a 50 to 75 feet range depends on the ceiling design. Range distance (firing line to target line) and height are factors. Ceilings must be impenetrable.



- (b) Baffles or deflector plates must be used when modifying an existing building, especially in a building constructed of wood. This will prevent bullets from escaping or penetrating. Baffles should be a minimum of 10-gauge steel covered with a minimum of 1 inch of soft wood to prevent back splatter. The wood traps the projectile, whereas bare steel redirects it downward into the range area. A wood surface must be applied to overhead baffles, because ranges with untreated baffles usually show significant damage to concrete floors and often complete penetration through wood floors.
  - (c) Baffles should be installed at a 25° angle as measured from the horizontal plane of the ceiling. The baffle size and placement depends on what surface areas require protection. For example, ceiling baffles are wider than side baffles.
  - (d) Unlike baffles, deflectors are installed vertically and horizontally to redirect wide-angle shots into the backstop area. Deflector shields protect pilasters, leading edges of sand traps, bottom edges of backstops, doorways, windows, ventilation registers along the wall, etc. Deflectors are not covered with wood generally, but may be. These devices are also installed at a 25° angle either to the wall surface or floor.
  - (e) To protect ceiling areas, special impenetrable shields are installed above the firing line, especially in wood frame buildings.
    - 1 Shields should extend the entire width of the range and 12 feet forward of the firing line. Floor shields may be required on wood floors.
    - 2 Shields must be constructed from metal sheets according to planned use. For example, 10-gauge steel covered with a minimum of 1 inch of soft wood is effective in stopping most pistol calibers.
- (5) Floors, Walls, and Ceilings. Indoor range facility floors, walls, and ceilings must be impenetrable; therefore, an existing building must have a structural analysis to determine loading factors that may exceed original design specifications. Wooden buildings may require modifications to support the increased weight. Specifications for new construction call for either poured-in-place concrete, pre-cast concrete, or dense masonry block. Solid cinder block should be used in place of hollow-core block. Specifications for modifying existing buildings call for adding additional materials to prevent bullet escape, which can be done with wood and steel laminated shields. Laminated shields can be constructed onsite by placing sheet-steel or steel plates between two sheets of 3/4-inch plywood. While

this method is more expensive than the extended booth design, it allows for an open firing line and better visibility for the range officer. Walls should be treated beginning 3 feet to the rear of, and extending forward of, the firing line until all vulnerable surfaces are protected. Acoustical material should be applied to the surfaces to aid in sound control.

- (a) Floors. The range floor should be constructed by using a single pour and a fine, uniform-aggregate mix of concrete. Reinforcement should be No. 4 steel rods placed 12 inches on center along with 6- by 6-inch 8/8-gauge welded wire fabric. This may vary according to soil conditions. Very large floor areas may require two or more pours with expansion joints between each slab.
- 1 The floor should be designed to slope down toward the target line, beginning at the firing line, ¼-inch per foot.
  - 2 The floor should be no less than 4 inches thick.
  - 3 Floor size is governed by design. Larger size will result in higher costs for ventilation, lighting, heating, and overall building design. The decisions should be based on expected number of users versus overall cost.
- (b) Floor Guards. Floor guards are provided to protect leading edges or protrusions; e.g., drains, traps or other protrusions from the floor area. Floor guards are designed to redirect errant bullets into the backstop area, which minimizes range damage.
- 1 Floor guards are constructed from 10-gauge steel and may be covered with wood.
  - 2 Floor guards are installed horizontally along the floor surface parallel to the firing line.
  - 3 Floor guards typically slope away from the firing line at a 25° angle to the horizontal.
  - 4 Floor guards should extend only as high as necessary to protect exposed surfaces.
- (c) Floor Drains. Floor drains should be constructed of cast iron soil pipe. The drain pipe should be attached to a lateral drain located 1 foot forward of the backstop floor guard. The drain pipe must lead to a filtration system approved by the cognizant environmental, safety, and health organization on the site.

- (d) Walls. Poured concrete or masonry is preferred for wall construction, but wood may be used. Wall thickness must conform to acceptable engineering standards and comply with Federal, State, county and local zoning codes. Usually, no less than 3-inch thick, reinforced walls should be constructed to prevent the exit of any projectiles.

NOTE: This specification usually requires the use of steel or similar material where wooden walls are used. The size depends on building design, geological conditions, and climate. Size includes the height, thickness, and length of the running wall.

- (e) Ceiling. Ceiling material should reduce sound, protect lighting devices, reflect light and be impenetrable. Typically, ceilings include 10-gauge steel baffles, 2- by 4-foot white acoustic panels, and clear-light panels.

1 The ceiling should be a minimum of 8 feet above the floor level and have an acoustically treated, smooth surface to allow for positive air movement downrange.

2 Baffles to protect adjoining areas should be above a false ceiling or designed into the roof/ceiling structure.

- (6) Shooting Booths. Commercial or locally built shooting booths may be desirable on pistol ranges; however, they are not recommended for rifle ranges. Shooting booth panels can provide an impenetrable barrier between shooters, reduce sound levels, restrict the travel of brass, and act as a spray shield when revolvers are used.

- (a) Shooting booths should be omitted for ranges that use only rifles.
- (b) A shooting booth should never extend more than 18 inches behind the firing line because greater extension may obstruct the range control officer's visibility.
- (c) Bullets fired from any firearm used on the range must not be able to penetrate booth panels. The booth panel must be able to withstand the impact of a bullet fired at any angle to the surface and at point-blank range.
- (d) Design criteria for the construction of booth panels are as follows:
- 1 Cover the 10-gauge steel plate with a nominal 2 inches of soft wood. In a series of tests using 10-gauge steel plate, firing all lead bullets at right angles, the plate covered with a nominal 2 inches of soft wood withstood direct hits from

- all standard pistol calibers up to, and including, .44 caliber magnum;
- 2 Use special acoustical materials to ensure that panels reduce muzzle blast effects on all shooters and range personnel;
  - 3 Ensure that panels do not restrict airflow;
  - 4 Ensure that panels do not restrict the range officer's visibility of the firing line; and
  - 5 Construct panels so they extend from the floor to a minimum height of 6 feet. Panels should be ceiling height.
- (7) Target Carriers and Turning Mechanisms. An indoor range can be operated more efficiently and safely by installing a target transport system. This system may be a simple, hand-made device or a completely automatic, electrically powered system. Either one will enhance safety by eliminating the need to walk downrange to replace targets. Target carrier systems speed up range operations. A turning target mechanism is available that faces the target parallel to the line of sight and then turns the target 90° to the line of sight to begin the stated time period. The target carriers should position the targets in the approximate center of the backstop.
- (8) Control Booth. Range control booths must allow for maximum visibility and provide for easy access into and out of the range and ready area. The control booth should provide seclusion from and immediate access to the range environment. This design protects the range officer from frequent exposure to high sound levels and lead emissions.
- (9) Communications. A communications system capable of relaying range commands distinct and separate from the sounds generated by shooting activities is required. Communications systems must account for shooters who wear two pairs of hearing protectors and persons who have substantial hearing loss.
- (10) Ventilation and Filtering Systems. This section deals with the design or redesign of ventilation systems for indoor firing ranges. Administrative or engineering controls must be instituted to prevent shooters from being exposed to airborne lead levels exceeding acceptable limits. Administrative controls are used either when engineering controls fail to reduce exposure or when range use exceeds HVAC system specifications. Administrative controls are especially applicable to reducing risks on existing ranges.

- (a) Administrative controls used to reduce exposure levels on an indoor range must be rigidly followed and enforced, and compliance must be recorded in a log book for purposes of analysis and reference.
  - (b) The following administrative controls are provided and must be used where individuals are frequently exposed to airborne lead.
    - 1 Provide range maintenance personnel with appropriate PPE; e.g., safety glasses and respirators.
    - 2 Provide proper HEPA filter cleaning equipment. The equipment must be able to remove accumulated lead dust from floors, walls, and ledges and must include attachments capable of removing lead-laden sand from the backstop area.
  - (c) A ventilation system must be installed that will provide clean air in the user's breathing zone to reduce exposure to potentially dangerous materials to safe levels.
  - (d) Adopt administrative controls that monitor and control exposure time for a given user and/or assigned range personnel.
- (11) Lighting.
- (a) A visually safe facility should be free of excessive glare and major differences in light levels. Therefore, floors and ceilings should be designed to provide light reflection. In the event of a power outage, battery-powered emergency lighting must be provided for emergency exits.
  - (b) Rheostat-controlled lighting fixtures, which can reproduce near-daylight and low-light conditions, are best suited for indoor ranges. Range lighting involves three systems: general lighting, local lighting, and semi-direct lighting.
    - 1 General lighting provides uniform light levels over the entire range area and adjoining areas and is usually installed in a symmetrical arrangement to blend with the architecture.
    - 2 Local lighting supplements general lighting along the firing line to provide better visibility for those tasks associated with the loading and firing of firearms.
    - 3 Semi-direct lighting distribution directs 60 to 90 percent of the lighting on the target with a small upward component to

reflect from the ceiling and walls to soften shadows and generally improve range brightness. When ceilings are white, lighting fixtures mounted too close together create excessive glare.

- (c) Lamp specifications for general lighting must be adjustable to provide 0.2 to 50 foot-candles of luminance measured at a point 7 yards from the target line. Local lighting should produce 0.2 to 60 foot-candles of luminance on the firing line. Semi-direct lighting on the targets should achieve 0.2 to 100 foot-candles of luminance. Glare should be reduced or eliminated by incorporating pastel colors in the interior design.
  - (d) Lighting designs should also seek to balance the color of light emissions. For example, most fluorescent fixtures produce high levels of blue, which alone are not suitable for indoor ranges. If fluorescent fixtures are used, green tubes or other light sources should be installed to balance the colors.
- (12) **Plumbing.** Plumbing requirements specify that there must be a fresh water supply for personal hygiene and for range cleaning chores. There also must be a waste removal system for normal waste material and material removed from the range. An approved filtration system must be provided for range cleaning waste. Floor drains should be connected to this alternate waste system. Restrooms, showers, and sinks should be connected to a regular sewer system.
- (13) **Sound Control.** Sound control on indoor ranges includes two distinct components: airborne and structure-borne sound. For airborne sound, all leaks into outer areas should be sealed, which includes airtight insulation around doors, windows, HVAC ducts, walls, and ceilings. Structure-borne sound reduction is necessary to protect adjoining, occupied rooms. Acoustical material should be applied to walls, HVAC ducts, floor, and ceiling areas.
- (14) **Range Control.** Range control provides rules and supervision that encourage safe and proper use of a range. Safety devices control the physical use of an indoor range and may include warning lights, alarm bells, switch locations, etc. For example, an indoor range with a door in the downrange area should be equipped with an alarm. The door could also be secured by a mortise lock or barred from within but must remain a fire exit. Fire codes generally prohibit bars on doors that would delay escape from a building. Emergency personnel must be able to access the doors. Any door that can be accessed from the outside must be marked with warning devices to indicate when the range is in use. When installing doors on indoor ranges, refer to Life Safety Code National Fire Protection Association (NFPA) 101.

- (15) Target Carriers. Target carriers are used for the convenience of shooters to allow them to continue shooting without delay when target changes are necessary. For health considerations, target carriers keep shooters out of the high lead concentration areas and safely behind the firing line.
- (16) Heaters. Protected heating units should be installed behind and above the firing position to provide a comfort zone for shooters.
- (17) Gun Racks. Gun racks should be mounted behind the firing positions as an additional safety feature to reduce gun handling and to keep the range areas orderly. Appropriate material should be used to construct the gun racks, and the design must correspond to the weapons being used.

6. LIVE FIRE SHOOT HOUSE.

a. Introduction.

- (1) A live fire shoot house (LFSH) is intended for use in advanced tactical training for Security Police Officers. Use of this facility includes individual tactics or Special Response Team force option training. All LFSHs must have an elevated observation control platform (EOCP). The following sections illustrate recognized construction methods for LFSHs. However, they do not eliminate the requirement for sound professional engineering design and validation.
- (2) Administrative controls not directly related to design and construction must be in place during facility use. The administrative controls and engineering design allow for a reduction in physical barriers that prevent rounds from escaping the facility. Designed barriers must prevent a round fired with a vertical upward error of 15° from escaping the facility.

b. Site Selection.

- (1) Site selection for an LFSH is similar to that for any range facility. Terrain features, noise, and availability of utilities and access roads must be considered, as already discussed in previous sections for indoor and outdoor ranges. The LFSH should be placed adjacent to other range facilities whenever possible so that it may utilize the same support facilities, access roads, etc.
- (2) Facility design, target and shooter placement, and other administrative controls minimize the possibility of rounds being fired over the top of the walls and leaving the structure and mitigate the need for an SDZ outside the confines of the LFSH proper.

c. Design and Layout.

- (1) The interior layout of the facility is based on the mission and training requirements of the site. Facility design should incorporate a wide variety of room configurations. Some of the room configurations that should be considered are: multiple floors, an L-shaped room, stairwells, rooms within a room, hallways, and closets.
- (2) The floor plan design should accommodate the movement of target systems, bullet traps, and other equipment into and out of the LFSH.
- (3) Exposure to airborne contaminants for a fully enclosed LFSH must be controlled by adequate ventilation. The lighting requirements are similar to those for indoor ranges.

d. Wall Construction.

- (1) Wall Height. Exterior walls of the LFSH must be designed to absorb the most energetic projectile identified for use within the facility. Wall height must be a minimum of 8 feet. The wall height should allow a maximum error angle of 15° from horizontal standing shooting distance from the target and still enable a projectile to be contained by the wall, which can be described by the following equation: Wall Height is equal to the muzzle height plus 0.27 (tangent 15°) times the target distance. The following table assumes a muzzle height of 5 feet.

<u>Distance from Muzzle to Ballistic Wall (Feet)</u>	<u>Wall Height (Feet)</u>
11' 1"	8' 0"
13' 3"	8' 6"
14' 10"	9' 0"
17' 0"	9' 6"
18' 6"	10' 0"
20' 9"	10' 6"
22' 2"	11' 0"
24' 5"	11' 6"
25' 11"	12' 0"

If the distance from muzzle to ballistic wall exceeds the required wall height, other administrative, engineering or natural ballistic wall controls must be administered or considered such as shooter-to-instructor ratio, canopies, baffles, natural terrain, existing SDZ, standard operating procedures, and training.

- (2) Ballistic Walls. Ballistic interior walls are the preferred method of construction. Where non-ballistic interior walls are used, additional administrative controls must be applied to target placement and team



choreography. Ballistic walls are required in all cases where containment of the round and protection of personnel is paramount.

(a) Footings. Footings must be designed using the engineering criteria that best ensures structural integrity and stability of wall construction.

(b) Composite Walls.

1 A combination of 3/4-inch exterior grade plywood and steel is effective. Minimum thickness will be 1/4-inch mild steel with an exterior-grade plywood separated by a minimum of 3/4 inch with a maximum of 1 1/2 inches from the steel surface.

2 Other combinations are possible. The main criterion is that the wall must stop any round fired and contain bullet fragments.

(3) Non-Ballistic Walls. These walls are constructed of materials that offer no protection to personnel or equipment in adjoining rooms. Material used for these walls must not contribute to or enhance ricochet or splatter. Additional administrative controls must be applied such as target placement and team choreography.

e. Doors. All doors must be constructed of wood with no glass. Additionally, at least a portion of the rooms must have working doors, some opening inward, some opening outward, and doors opening left and right.

NOTE: All devices in the LFSH, such as brackets and hangers, used to secure walls to floors or secure doors must be covered or protected to mitigate any tripping or ricochet hazards.

f. Ceiling or Roofs. Ceilings or roofs can be of value when the shoot house is required for year-round use in areas with severe weather conditions. Exposure to airborne contaminants must be controlled by adequate ventilation. The lighting requirements for fully enclosed shoot houses are similar to those for indoor ranges. When training exercises require target placement above the wall design, the ceiling or roof must be protected unless firing into an approved SDZ.

g. Floors.

(1) Floor construction must be selected for its ability to absorb direct fire, minimize ricochets, and provide a walking surface free of slipping/tripping hazards. Floors should provide the same ricochet protection as walls. Options include:

- (a) exterior-grade plywood floor constructed in accordance with American Plywood Association guidelines over smooth finished concrete;
    - (b) concrete with brushed surface that minimizes slip and tripping hazards;
    - (c) asphalt;
    - (d) exterior-grade plywood;
    - (e) shredded bias-ply tires; and
    - (f) earth, free of rocks and debris that could cause ricochet.
  - (2) Construction joints between walls and floors must be designed to contain projectiles within the LFSH.
- h. Bullet Traps.
  - (1) General Information.
    - (a) Targets used in LFSHs must be placed so that fire is directed into a bullet trap designed to capture the rounds.
    - (b) Bullet traps must be constructed to contain the most energetic projectile to be fired into them without dimpling/pitting the steel and contain splatter and fragments in all directions. The size and shape of a bullet trap may be altered, but materials may not be substituted.
  - (2) Specifications for construction. See “Use of Bullet Traps and Steel Targets” for Shoot House bullet trap information.
- i. Elevated Observation Control Platform (EOCP).
  - (1) EOCPs enhance the ability to observe and control LFSH operations. Administrative controls must be considered when constructing the EOCP. Platform construction and location is based on the training to be conducted. EOCPs must be constructed in accordance with all applicable regulations for elevated work platforms.
  - (2) EOCPs must be constructed to:
    - (a) maximize instructors’ observation and control of the entry team fire and movement;

- (b) facilitate communication between instructors on the EOCP and the floor;
- (c) position the lowest point of the horizontal walking surface higher than the  $15^\circ$  vertical error for any target engaged;
- (d) provide ready access;
- (e) integrate instructors' movement with team flow;
- (f) maximize instructors' ability to see shooters clearly at all times;  
and
- (g) have supporting structures placed so that they pose no additional hazards such as tripping, ricochet, splatter, etc.

### ATTACHMENT 1 -- RANGE DESIGN FIGURES

- Figure 1. Surface Danger Zone for Small Arms Firing at Fixed Ground Targets
- Figure 2. SDZ for Small Arms Weapons Firing at Moving Ground Targets
- Figure 3. SDZ for Small Arms Firing at Fixed Ground Targets with Rocky Soil or Targets Causing Ricochet
- Figure 4. SDZ for Firing M79, M203, and M19 40mm Grenade Launchers
- Figure 5. SDZ with Impact Berm for Small Arms Firing at Fixed Ground Targets
- Figure 6. Open Range with Impact Berm and Side Protection SDZ for Small Arms Firing at Fixed Ground Targets
- Figure 7. SDZ for Partially Baffled Range (Small Arms Firing at Fixed Ground Targets)
- Figure 8. SDZ for Fully Baffled Range (Small Arms Firing at Fixed Ground Targets)
- Figure 9. Ballistic Overhead Canopy
- Figure 10. Outdoor Rifle Range Layout
- Figure 11. Pistol Range Layout
- Figure 12. Ballistic Material
- Figure 13. Ballistic Protection of Target Mechanism
- Figure 14. Impact Berm for Open and Partially Baffled Ranges
- Figure 15. Outdoor Baffled Bullet Stop
- Figure 16. Baffled Range Profile
- Figure 17. Baffled System Geometry
- Figure 18. Overhead Baffle Ballistic Designs
- Figure 19. Parallel Ranges

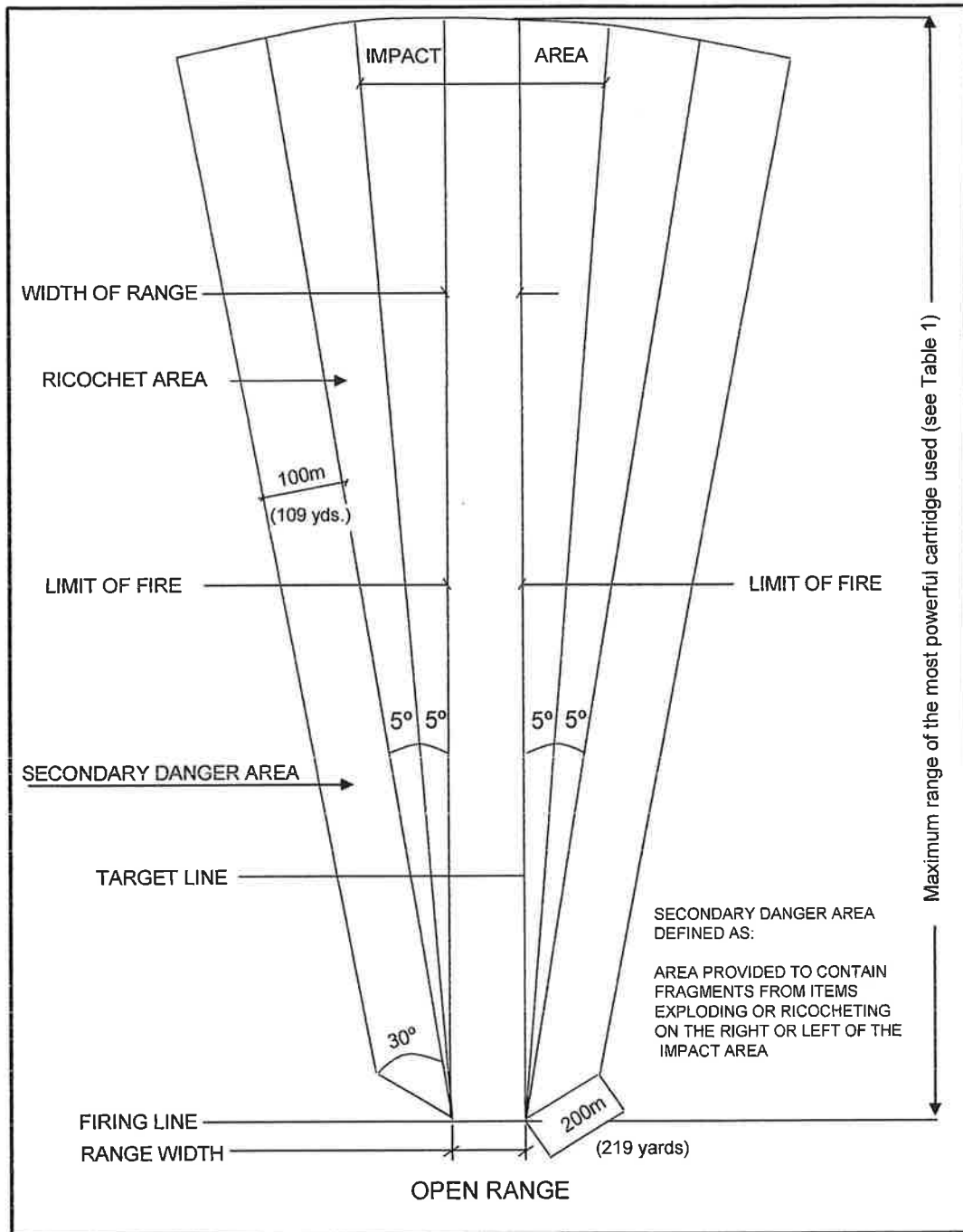


Figure 1  
Surface Danger Zone for Small Arms  
Firing at Fixed Ground Targets

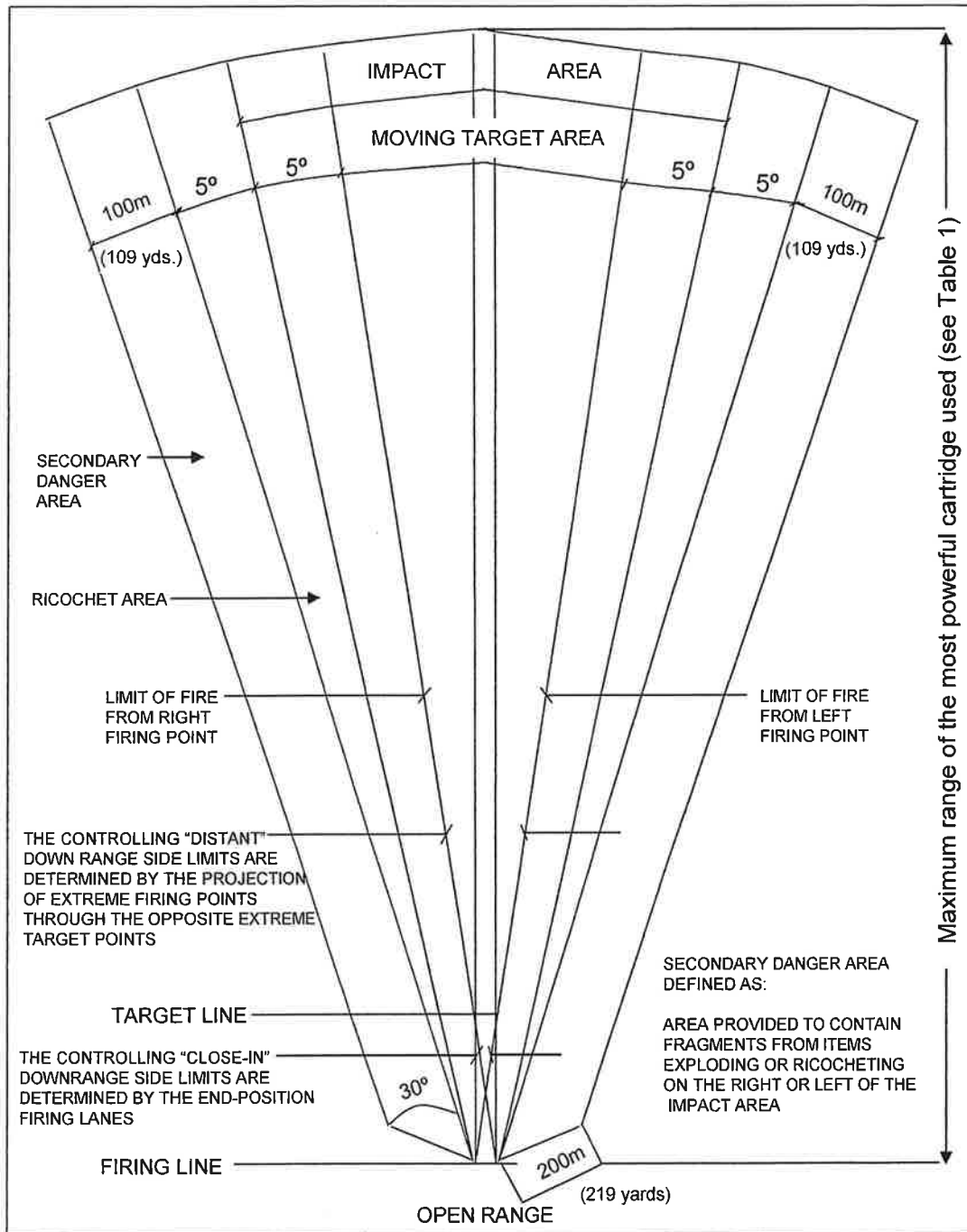


Figure 2  
Surface Danger Zone for Small Arms Weapons  
Firing at Moving Ground Targets

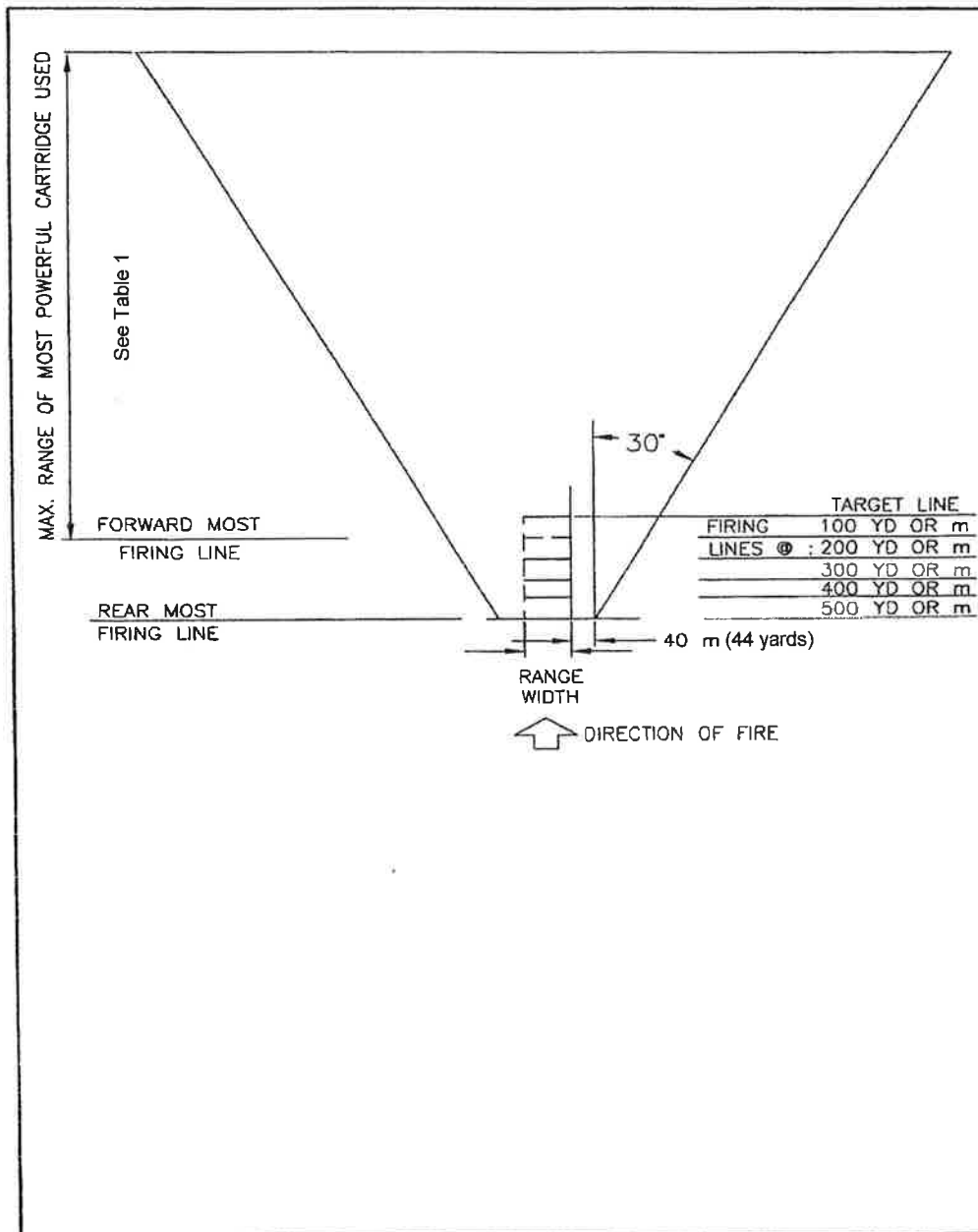


Figure 3  
Surface Danger Zone for Small Arms Firing  
At Fixed Ground Targets with Rocky Soil  
Or Targets Causing Ricochet

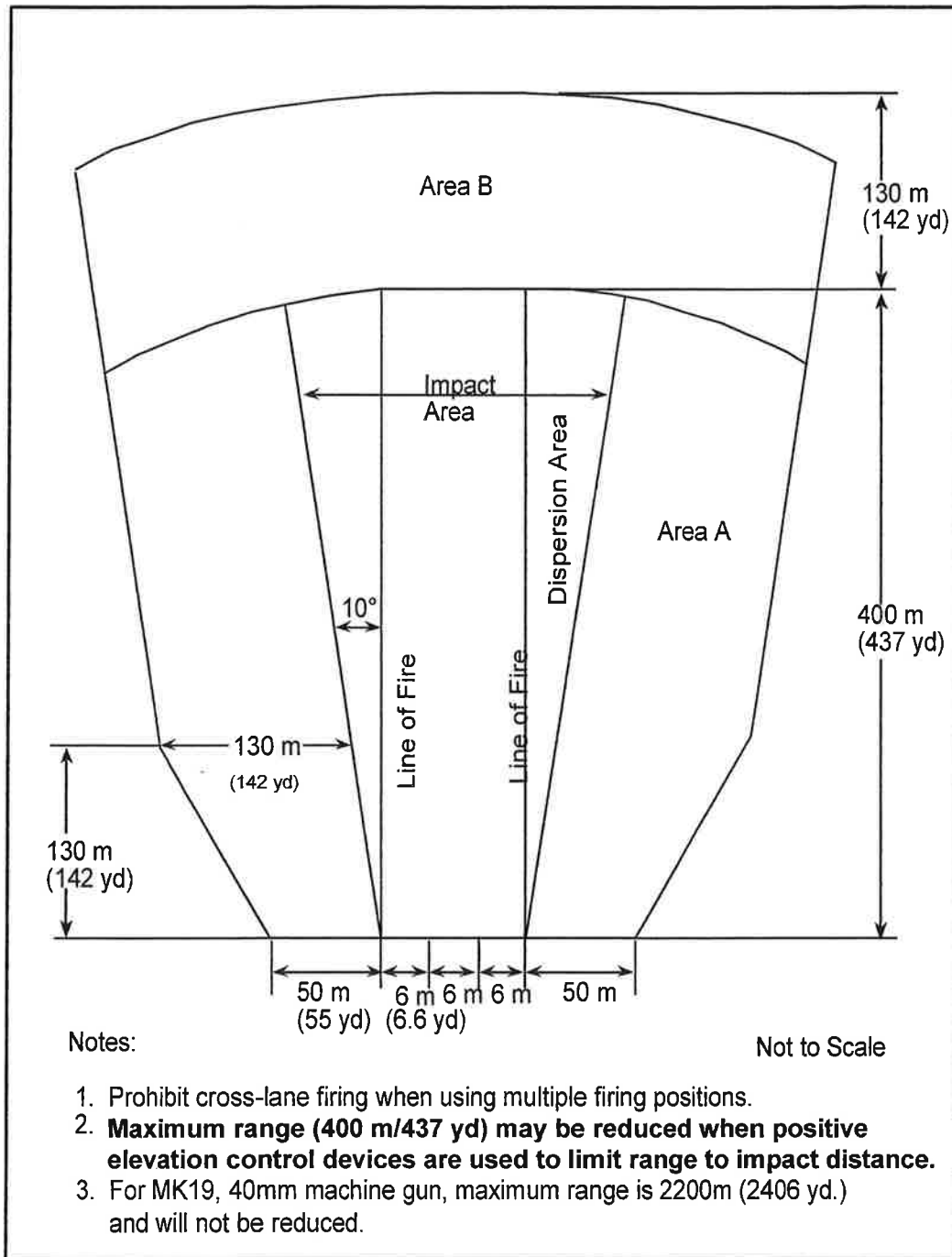


Figure 4  
Surface Danger Zone for Firing  
M79, M203, and M19 40mm Grenade Launchers



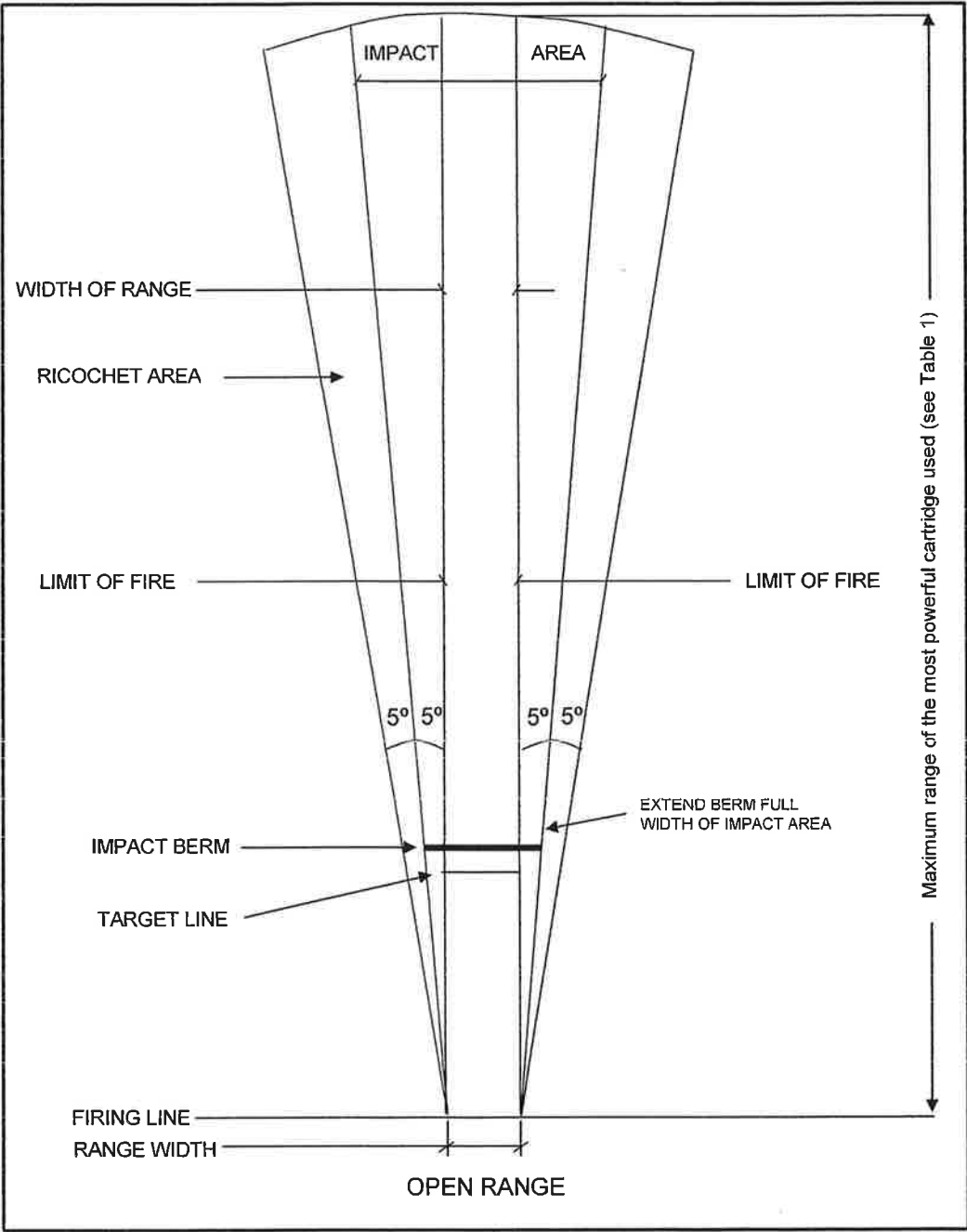


Figure 5  
Surface Danger Zone with Impact Berm  
for Small Arms Firing at Fixed Ground Targets

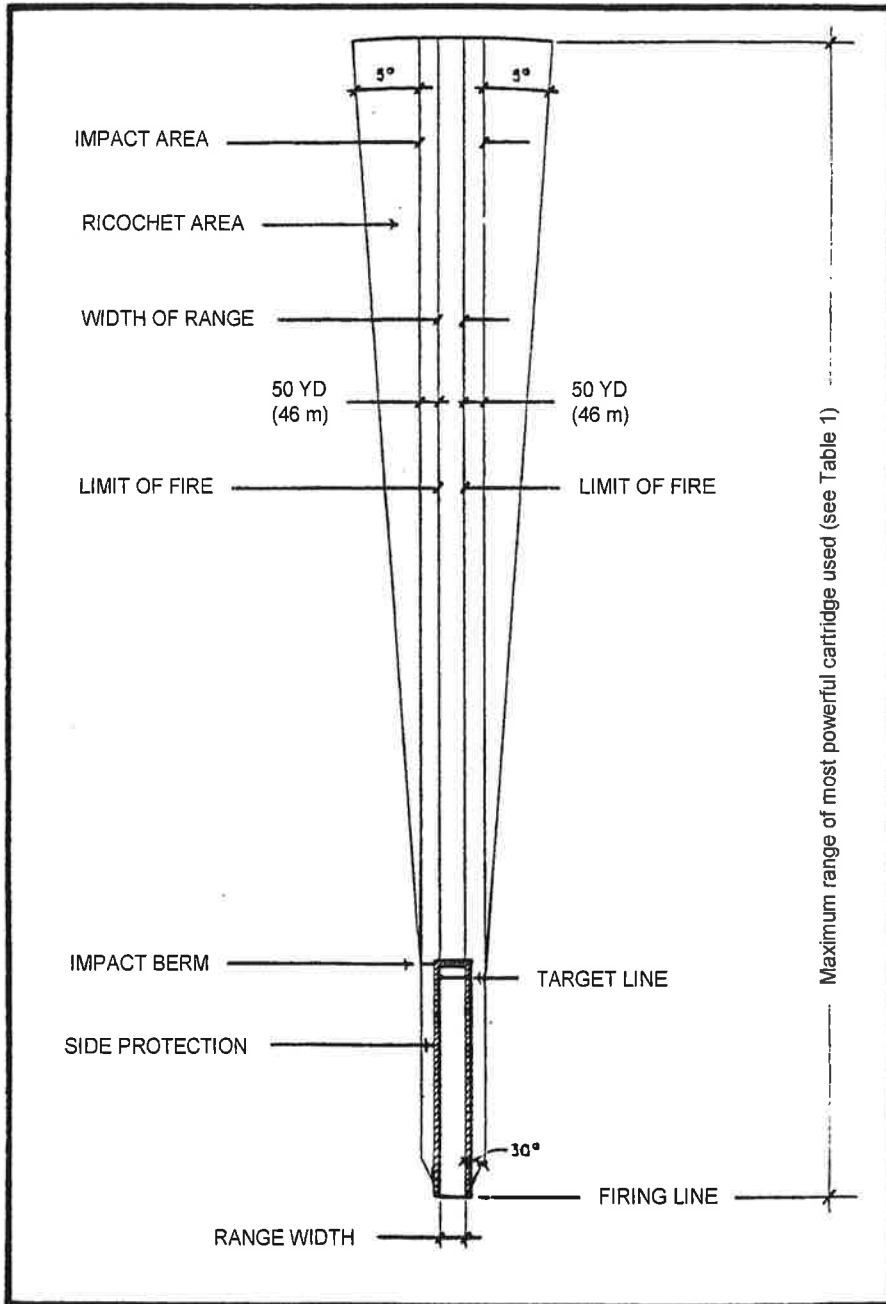


Figure 6

Open Range with Impact Berm and Side  
Protection Surface Danger Zone for Small Arms  
Firing at Fixed Ground Targets

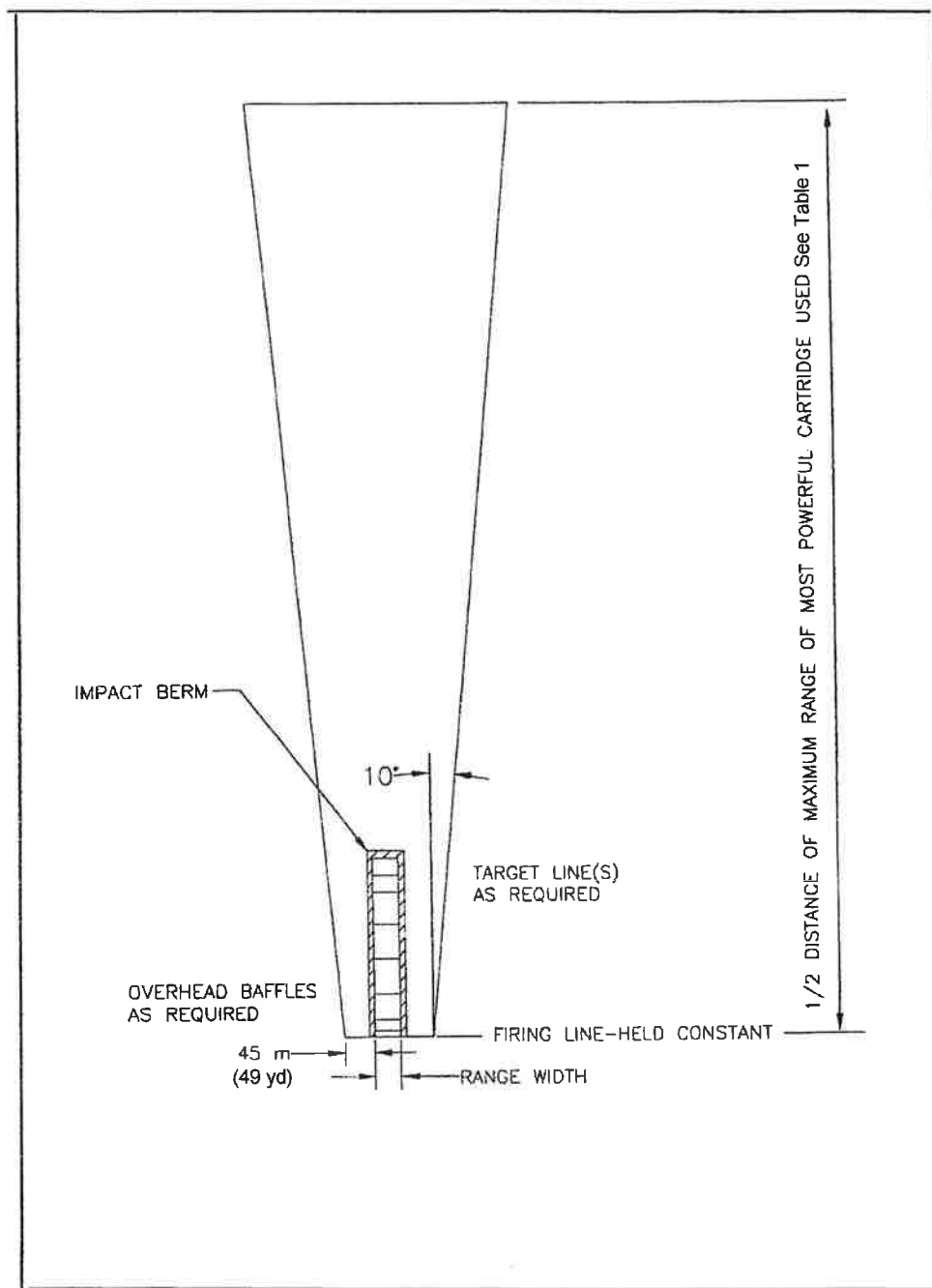


Figure 7  
Surface Danger Zone for Partially Baffled Range  
(Small Arms Firing at Fixed Ground Targets)

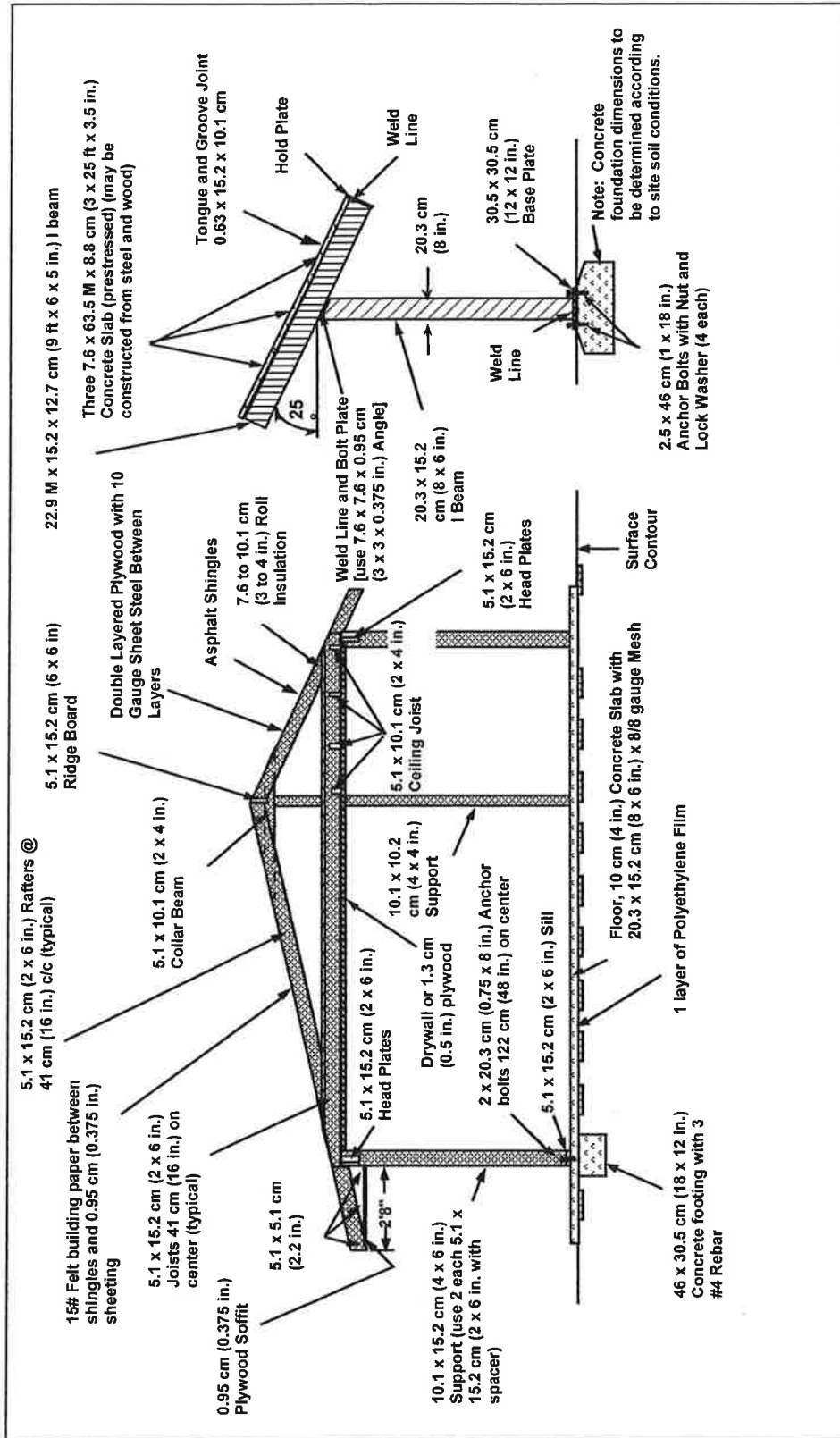


Figure 9  
Ballistic Overhead Canopy

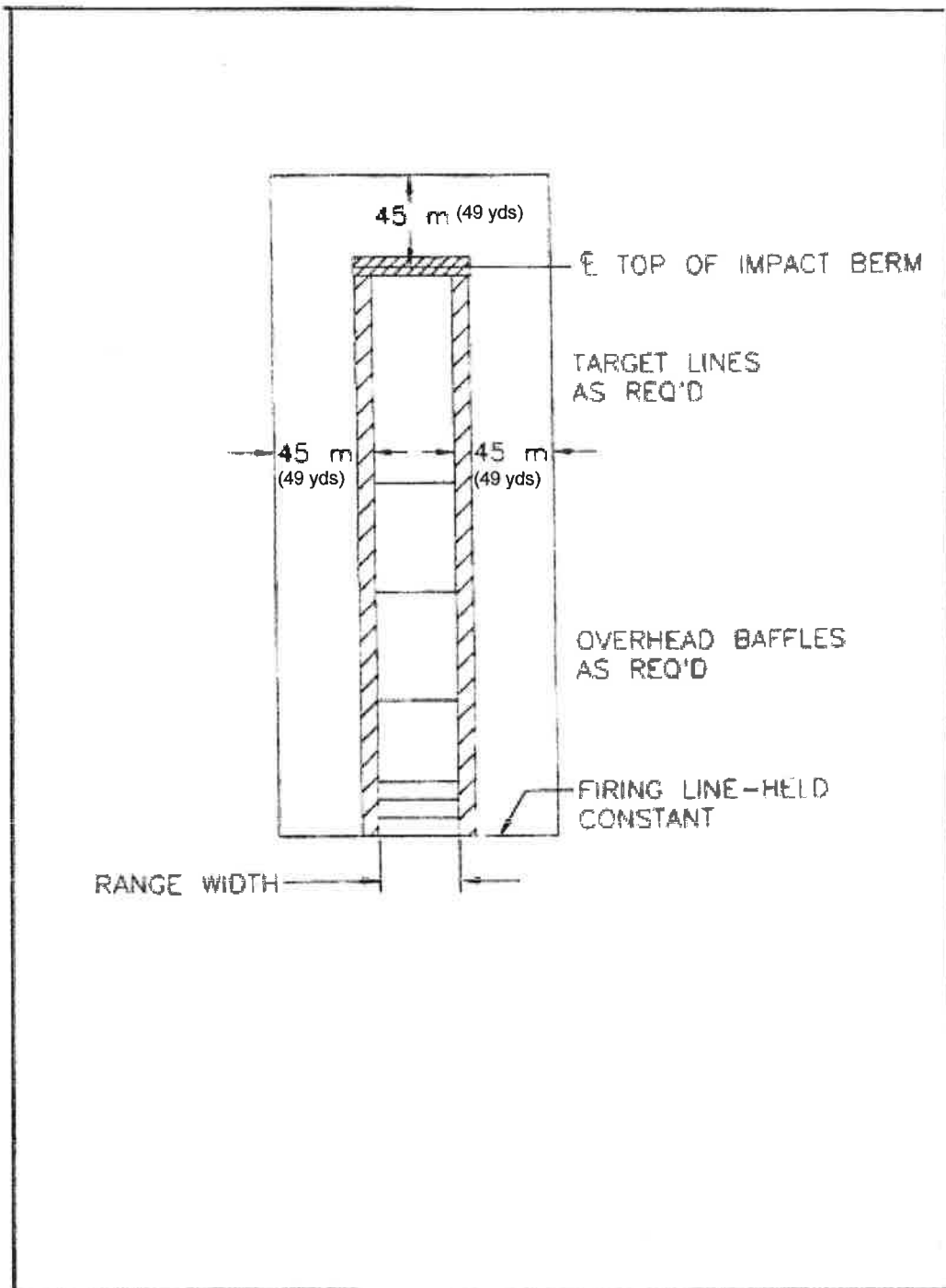


Figure 8  
Surface Danger Zone for Fully Baffled Range  
(Small Arms Firing at Fixed Ground Targets)

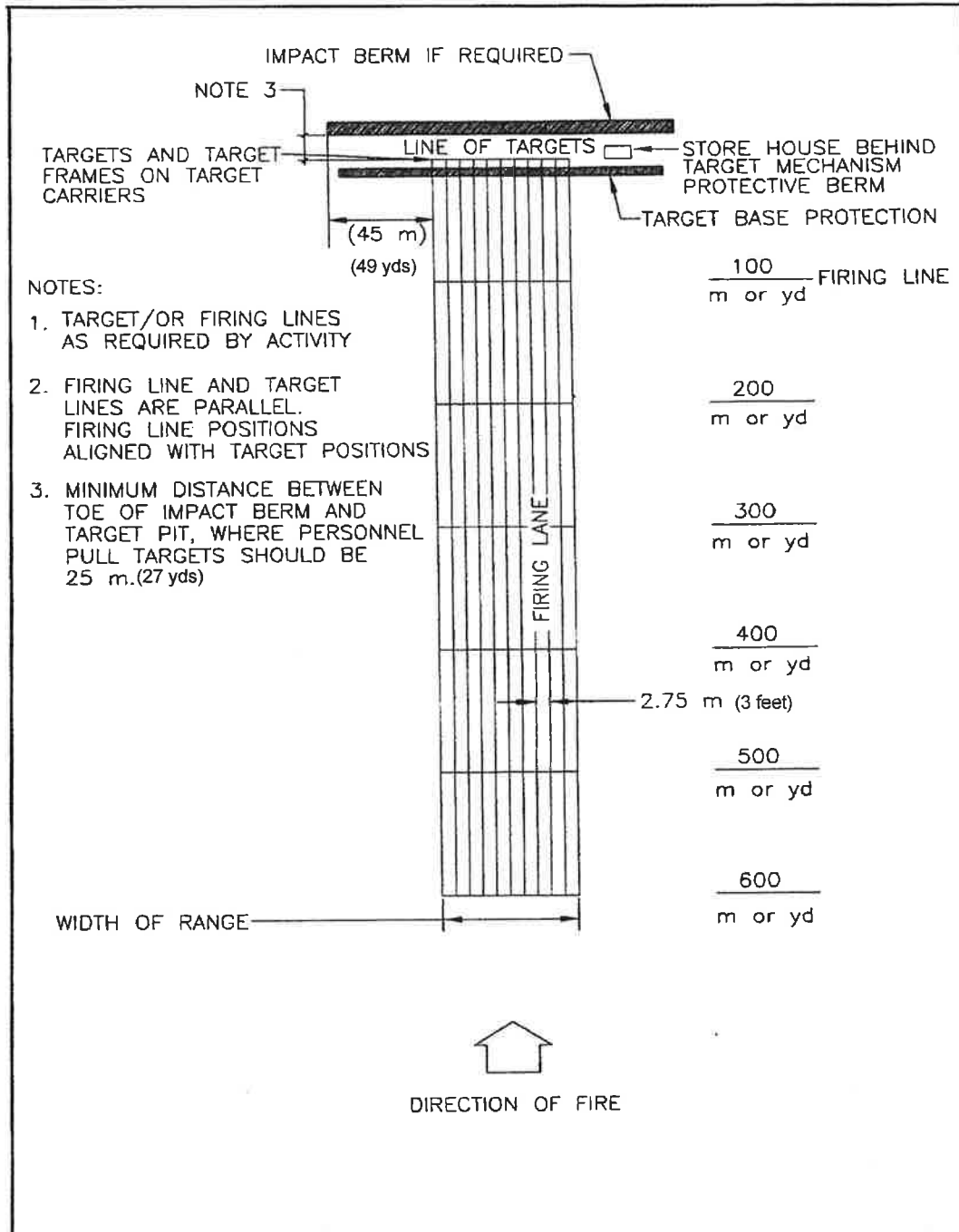


Figure 10  
Outdoor Rifle Range Layout

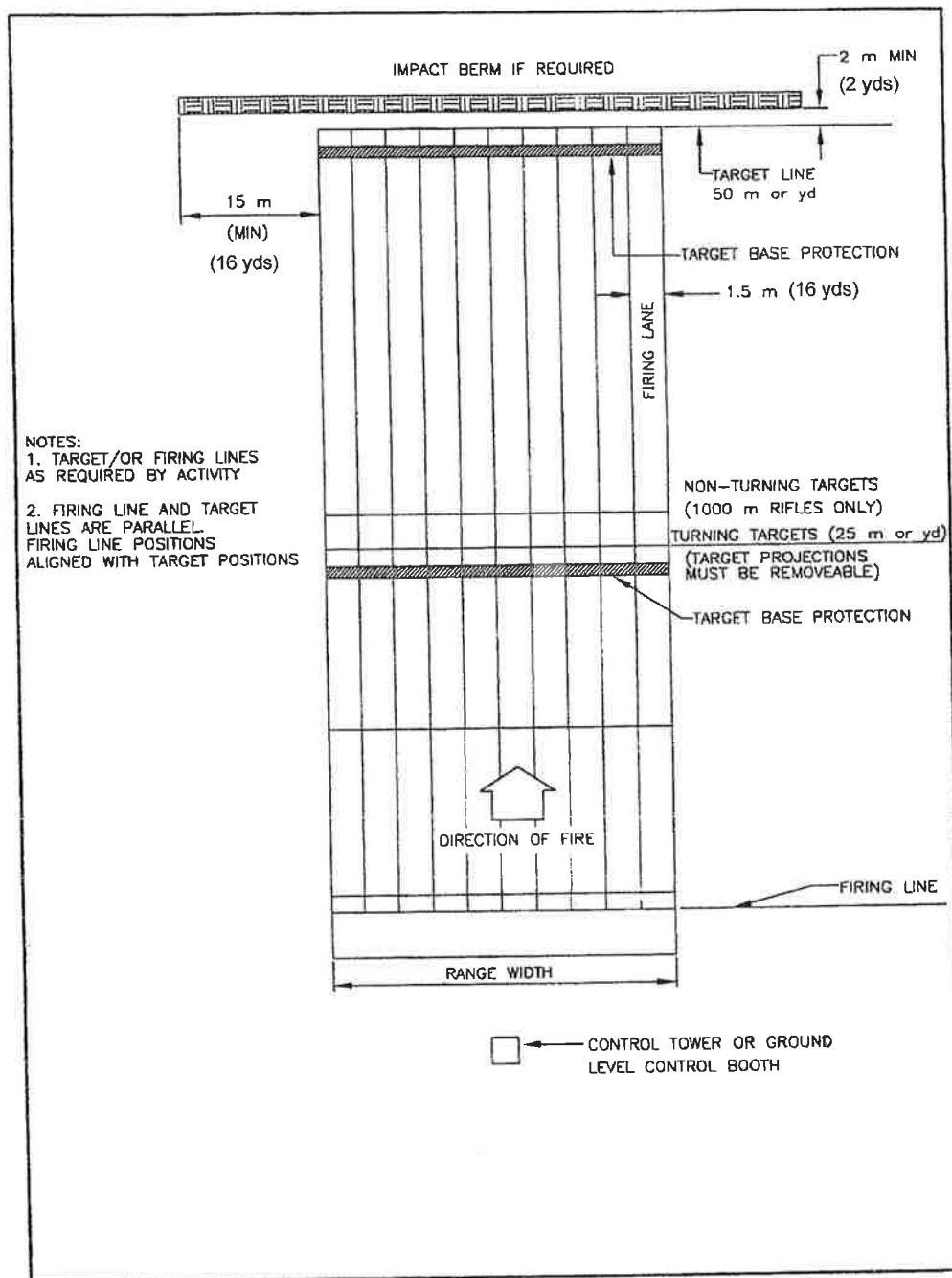


Figure 11  
Pistol Range Layout

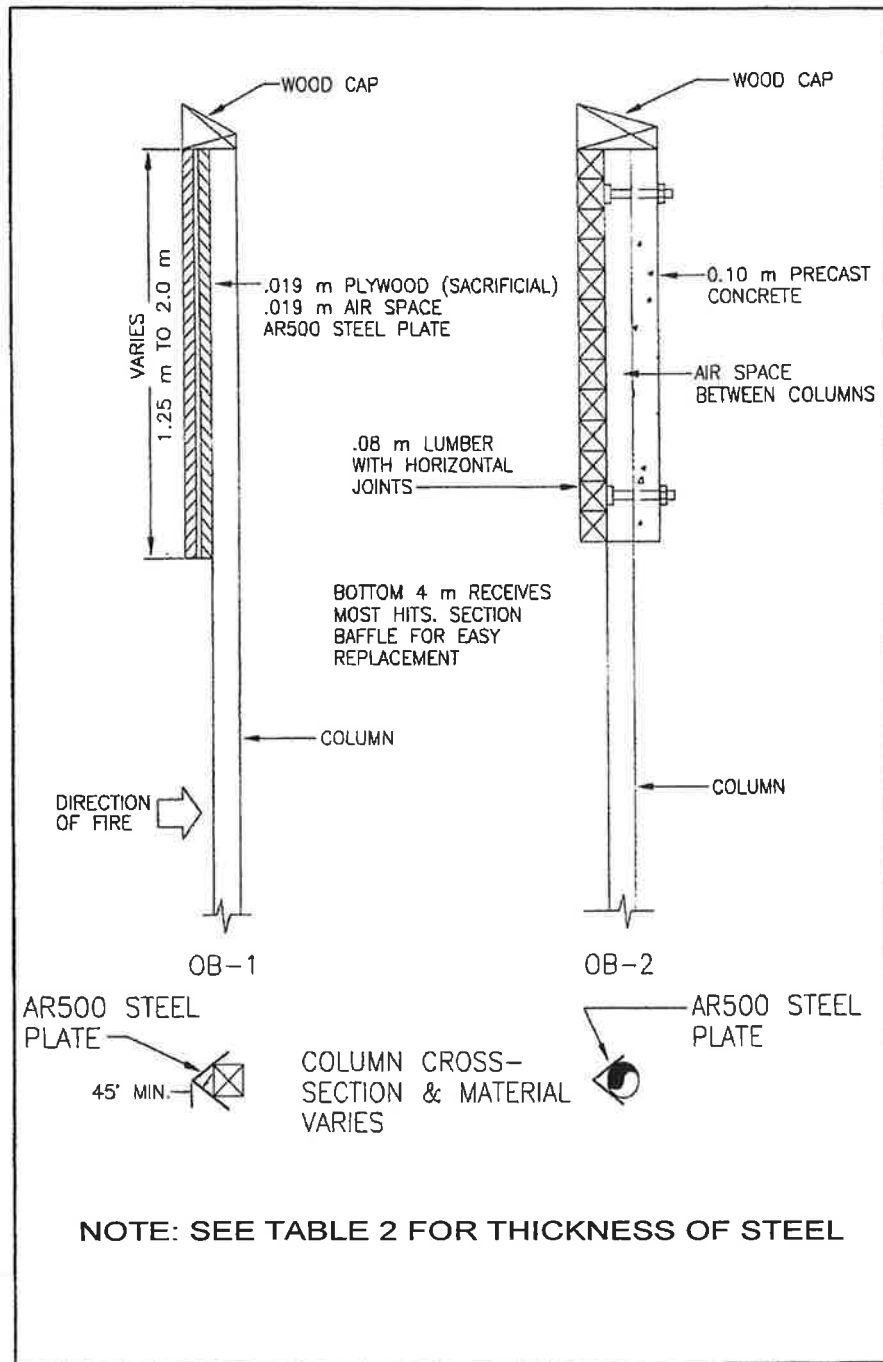


Figure 12  
Ballistic Material



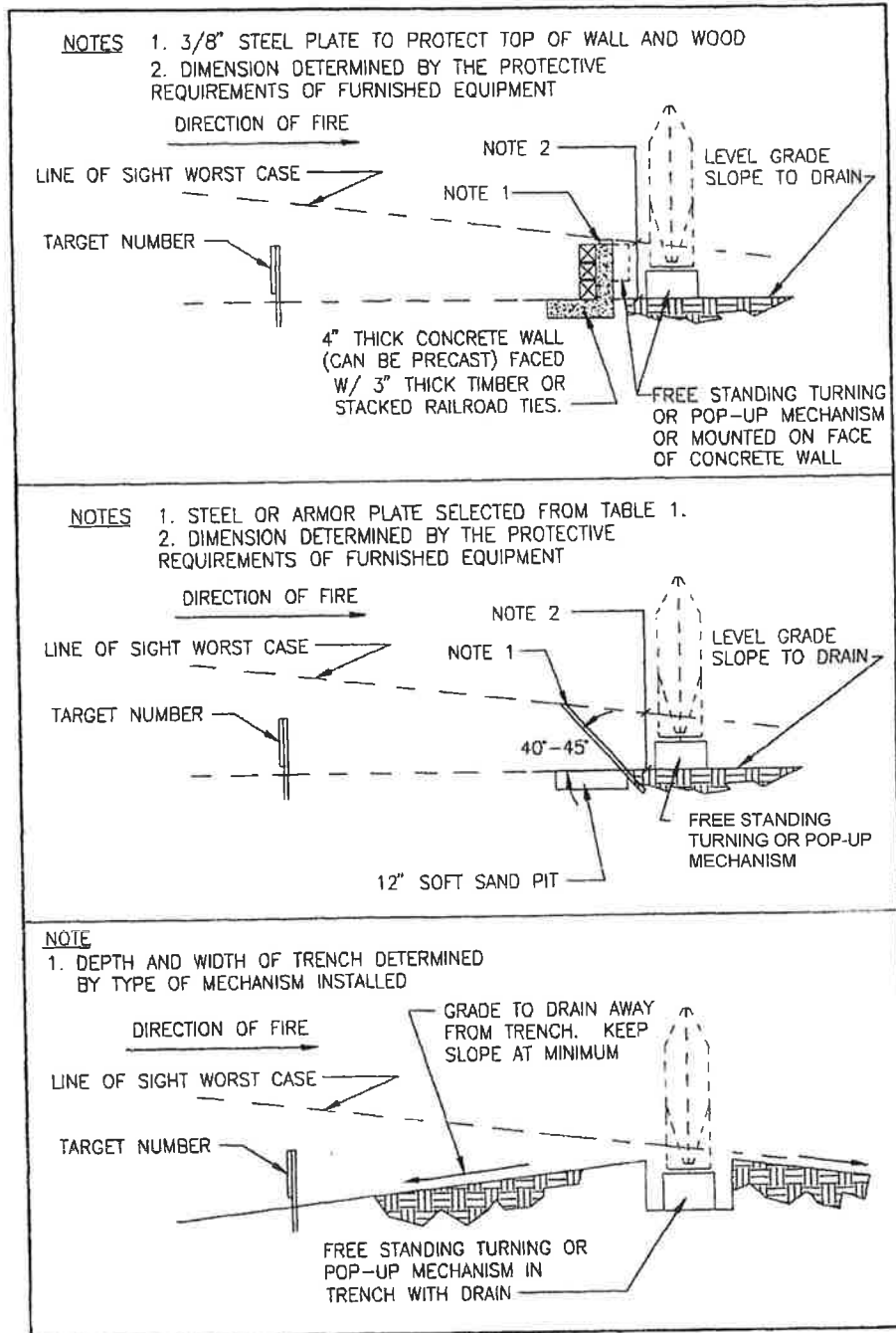


Figure 13  
Ballistic Protection of Target Mechanism

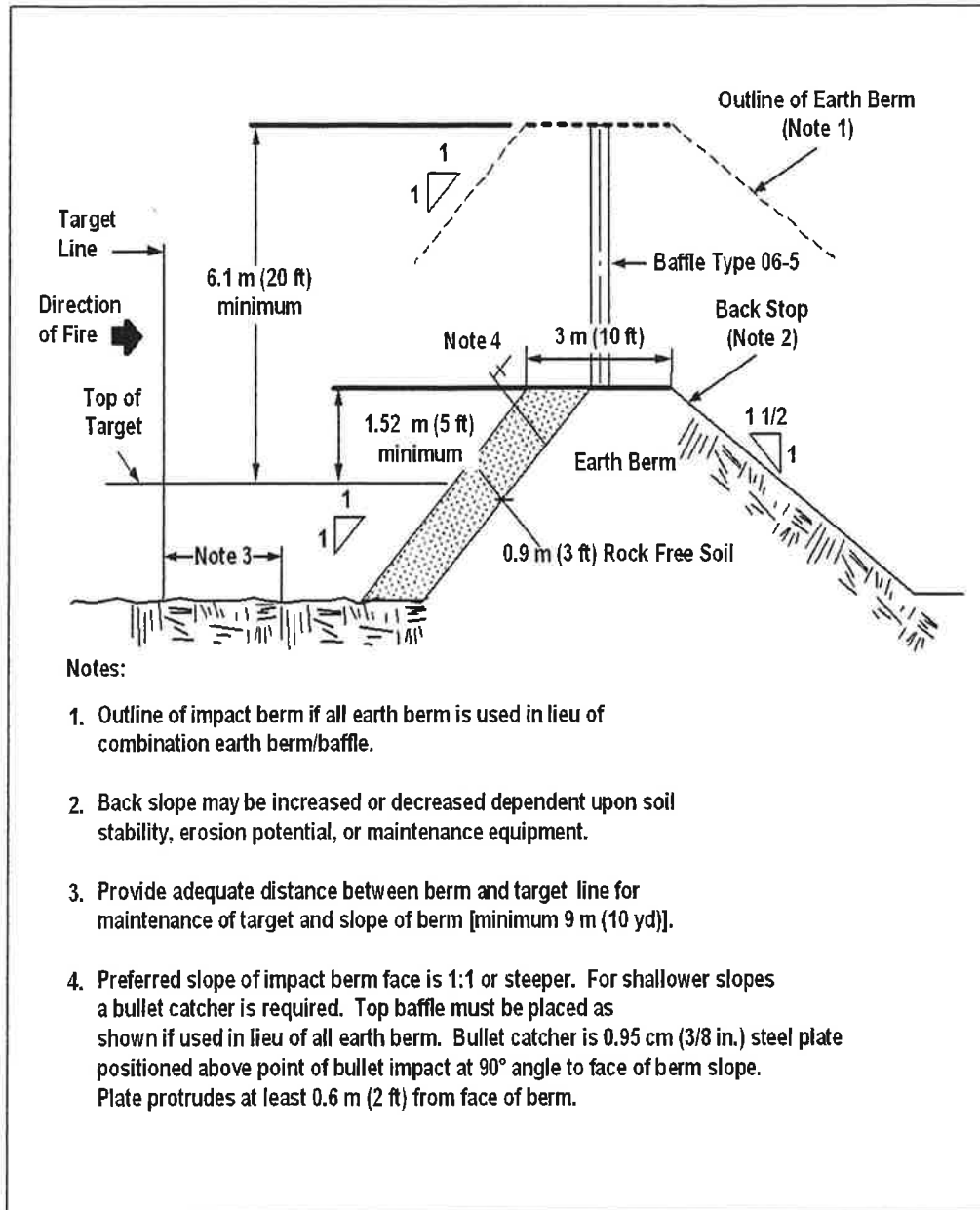
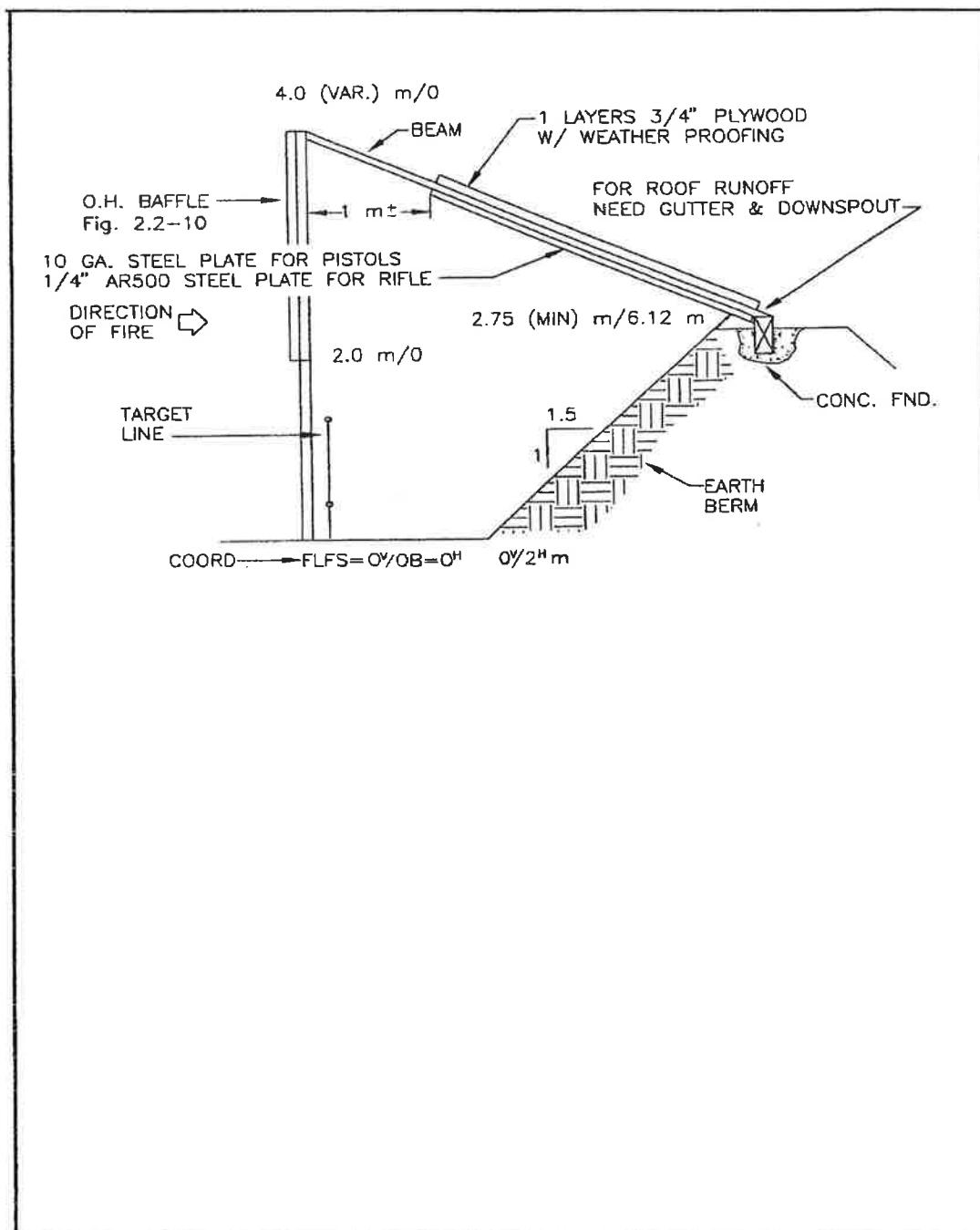


Figure 14  
Impact Berm for Open and  
Partially Baffled Ranges



**Figure 15**  
**Outdoor Baffled Bullet Stop**

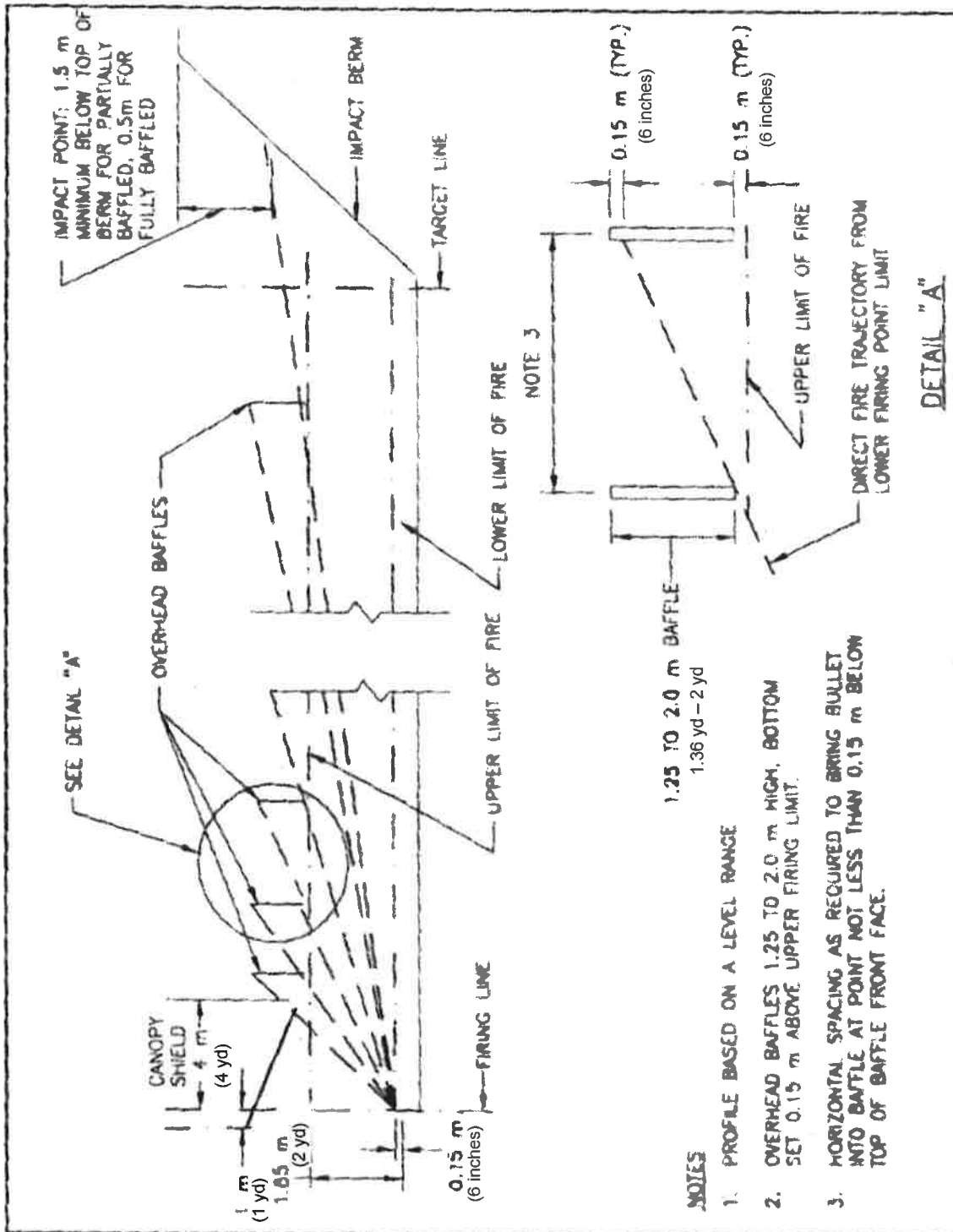


Figure 16  
Baffled Range Profile

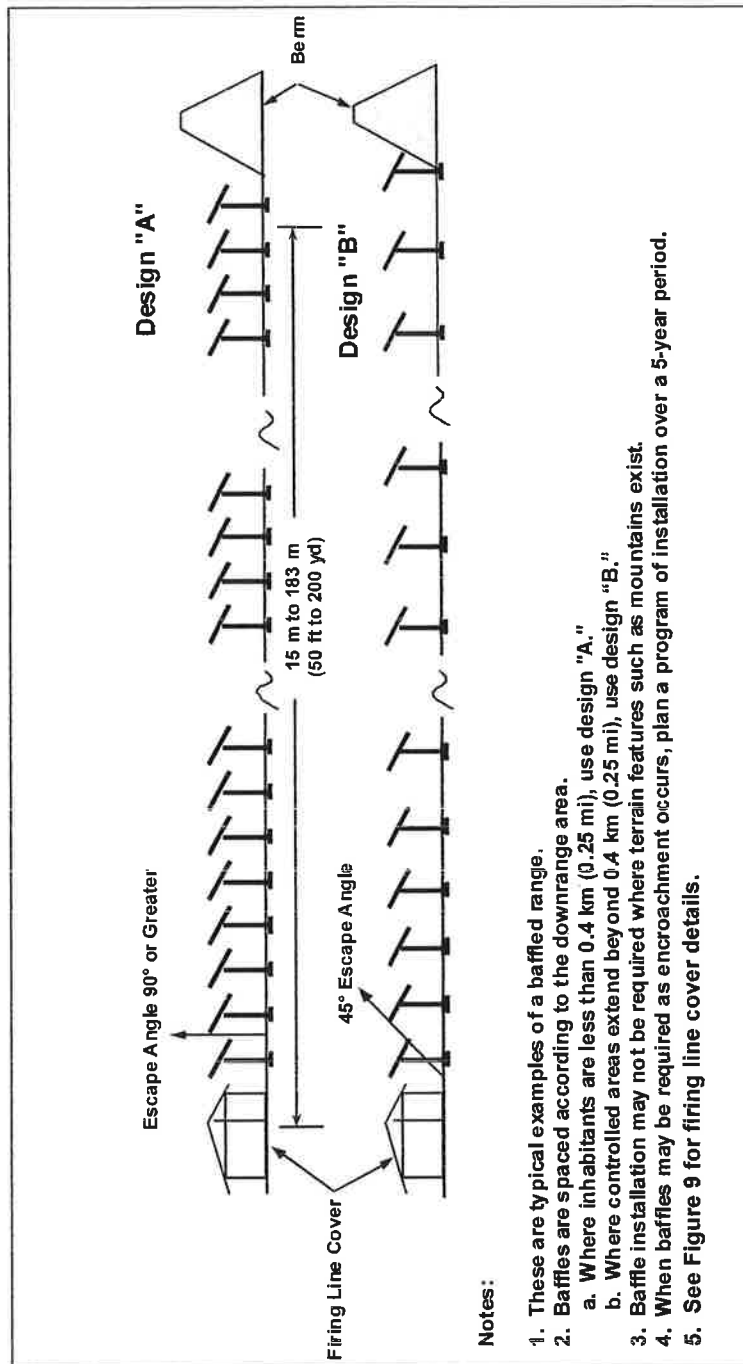


Figure 17  
Baffle System Geometry

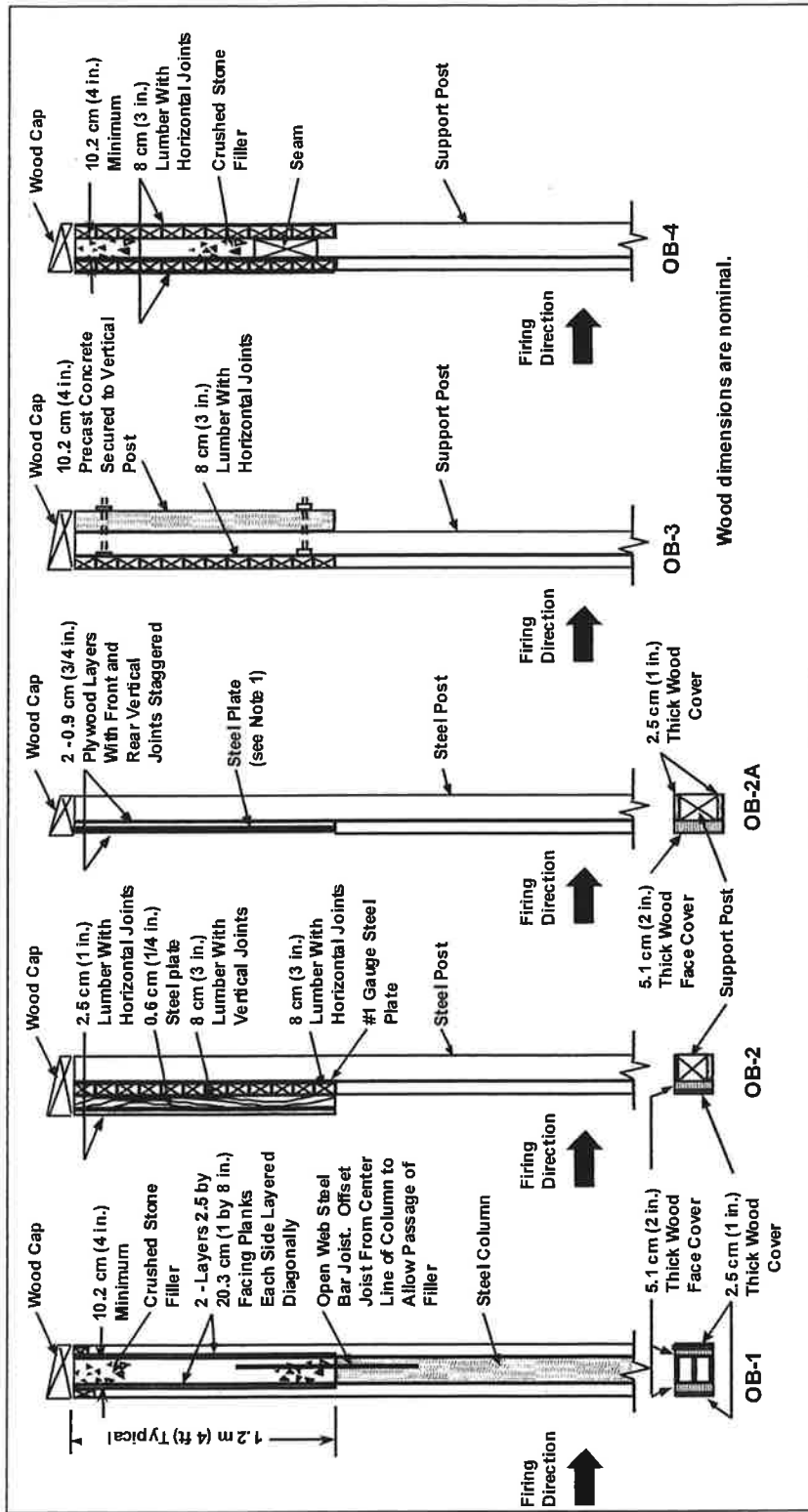


Figure 18  
Overhead Baffle Ballistic Designs

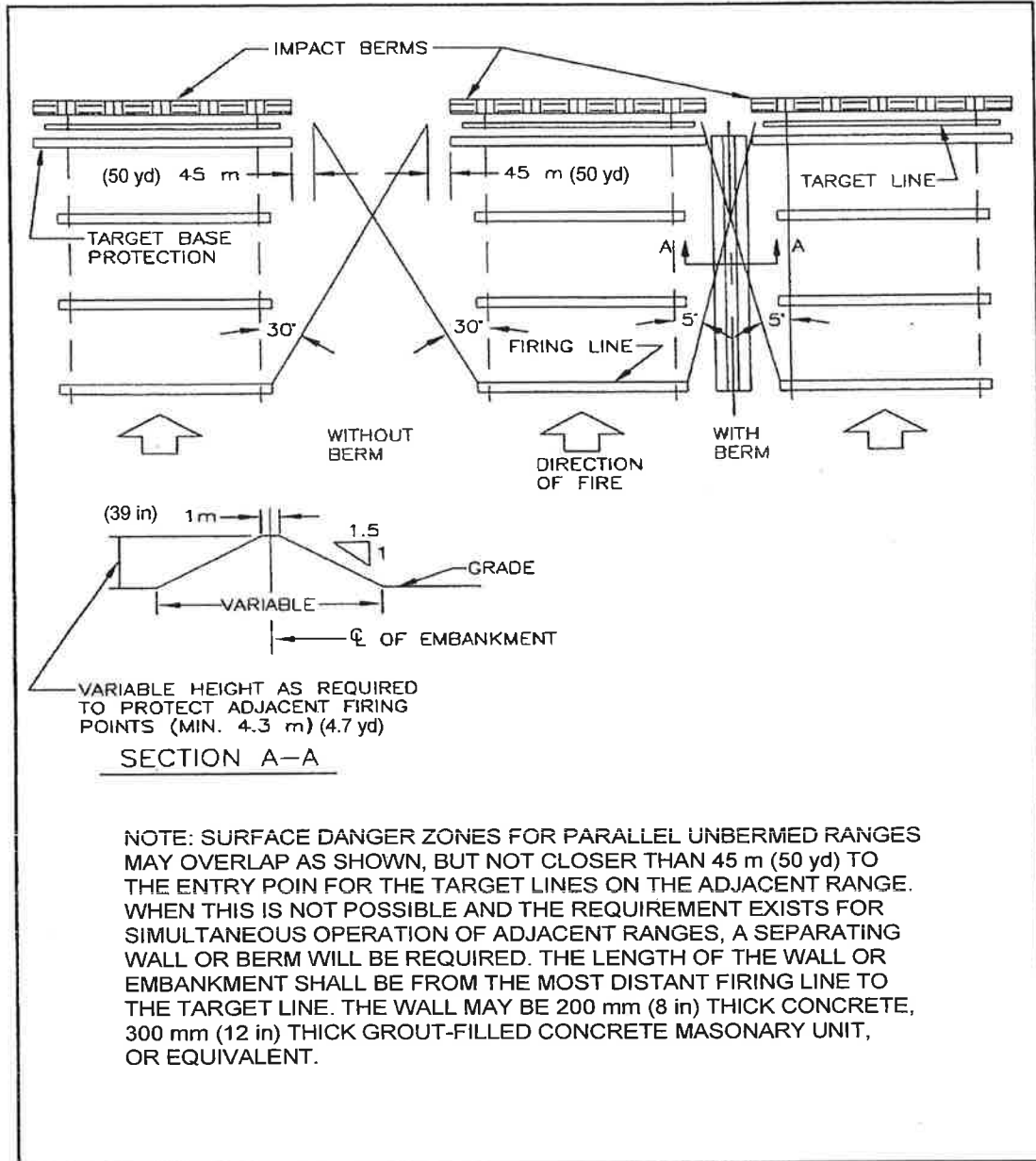


Figure 19  
Parallel Ranges

ORDINANCE #324H  
AN ORDINANCE AMENDING SECTION 74-291  
OF THE CITY OF BELVIDERE MUNICIPAL CODE

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

Section 1: Section 74-291 of the City of Belvidere Municipal Code is amended to read as follows:

Sec. 74-291. - Discharge of weapons.

It shall be unlawful to discharge any firearms, air rifles, pellet guns or similar weapons within the city. However, this section shall not be construed to prevent any police officer from discharging a weapon in the performance of his duty, nor any citizen from discharging any weapon when lawfully defending his person or property. This section shall not apply to peace officers discharging weapons on a practice range designated by the chief of police or to other persons lawfully discharging weapons at a shooting range, approved by special use under the City of Belvidere Zoning Code.

Section 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

Ayes:

Nays:

Approved:

\_\_\_\_\_  
Michael W. Chamberlain, Mayor

Attest:

\_\_\_\_\_  
Shauna Arco, City Clerk



RESOLUTION #2048-2016:

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT FOR ELECTRICAL INSPECTION SERVICES

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

- 1) The Mayor is hereby authorized to execute the Independent Contractor Agreement for Electrical Inspection Services, a copy of which is attached hereto and incorporated herein.

Approved:

---

Mayor

Attest:

---

City Clerk

Ayes:

Nays:

Date Approved:

RESOLUTION #2049-2016:

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INDEPENDENT  
CONTRACTOR AGREEMENT FOR PLUMBING INSPECTION SERVICES

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of  
Belvidere as follows:

- 1) The Mayor is hereby authorized to execute the Independent Contractor Agreement for Plumbing Inspection Services, a copy of which is attached hereto and incorporated herein.

Approved:

---

Mayor

Attest:

---

City Clerk

Ayes:

Nays:

Date Approved: