



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Aldersperson Natalie Mulhall	Chairman Building
Aldersperson Sandra Gramkowski	Vice-Chairman Building
Aldersperson Wendy Frank	Chairman Finance and Personnel
Aldersperson Ric Brereton	Vice-Chairman Finance and Personnel
Aldersperson Mike McGee	Chairman Planning & Zoning
Aldersperson Tom Porter	Vice-Chairman Planning & Zoning
Aldersperson Matthew Fleury	Chairman Public Safety
Aldersperson John Albertini	Vice-Chairman Public Safety
Aldersperson Daniel Snow	Chairman Public Works
Aldersperson Marsha Freeman	Vice-Chairman Public Works

AGENDA

September 11, 2023
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

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

2. Building, Planning & Zoning, New Business:
 - A. Building Department - Update.
 - B. Planning & Zoning Department - Update.
 - C. Annexation Agreement with Midwest Refrigerated Services and Donald K. Busch Sr.
 - D. Annexation of Territory North of US Rte. 20. West of Irene Rd. and South of the Union Pacific Rail Road.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
 - A. Public Works - Update.
 - B. Intersection Review - 5th Ave & W. 5th Street.
 - C. Ordinance Authorizing Sale of Certain Personal Property (Public Works Vehicles).
 - D. Logan Avenue Rehabilitation Project - Change Order #5 and Final.
 - E. WWTP - Engineering Design -Final Clarifier Gate Replacements.
5. Other:
 - A. Resolution of Support for a Community Block Grant.
 - B. Committee Appointment - Ald. John Albertini to the Boone County Council on Aging Board.
 - C. Police – Acceptance of Illinois Law Enforcement Training and Standards Board Grant.
 - D. Executive Session for appointment, employment, compensation, discipline, performance, or dismissal of a specific employee pursuant to 2(c)(1) of the Open Meetings Act.
 - E. Amendment to Budget.
6. Adjournment:

ORDINANCE #

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT BETWEEN THE
CITY OF BELVIDERE AND MIDWEST REFRIGERATED SERVICES,
INC. AND DONALD K. BUSCH SR.

WHEREAS, The City of Belvidere is authorized to enter into annexation agreements for properties that are both contiguous and non-contiguous to the City of Belvidere; and

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

WHEREAS, Midwest Refrigerated Services, Inc. (MRS) is the contract purchaser of the Territory and the proposed developer of the Territory; and

WHEREAS, the Current Owner(s) and MRS may be referred to herein, and in the Annexation Agreement, jointly as Owner(s) and will be bound by the terms of the Annexation Agreement together with all successors in interest of either MRS or any future owner of the Territory; and

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

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

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

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

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

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

- Section 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.
- Section 4: All prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this Ordinance, are hereby repealed.
- Section 5: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

Passed by the City Council of the City of Belvidere, Illinois this day of October, 2023

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Ayes: .

Nays: |

Absent:

Date Passed:

Date Approved:

Date Published:

ANNEXATION AGREEMENT

This Agreement is made and entered into _____, _____,
by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone
County, Illinois (The "City") and Midwest Refrigerated Services, Inc. (MRS) and Donald K.
Busch Sr. (Busch). Collectively MRS and Busch may be referred to as the "Owner(s)".

WITNESSETH:

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

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

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

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

Whereas, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the City by Owner(s) and Developer and a public hearing of the Mayor and City Council of the City of Belvidere was convened and properly conducted on _____, _____ to consider the petition for approval of this Annexation Agreement and said public hearing was held pursuant to notice as provided by statute; and

Whereas, all notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of the execution of this Agreement have been given, made, held and performed by the City as required by Section 65 ILCS 5/7-1-8 and Section 65 ILCS 5/11-15.1-1 et seq. of the Illinois Municipal Code and all other applicable state statutes and all applicable ordinances, regulations and procedures of the City; and

Whereas, the Owners of the Property recognize the rapid industrial growth impacting the City of Belvidere and wish to take advantage of that growth by having an industrial zoned property ready for future development; and

Whereas, the Owners of the Property desire to annex the Property to the City and provide for industrial zoning to allow them to marshal the Property for future Industrial Development; and

Whereas, the Belvidere Municipal Code provides that the Property will automatically be zoned as RH Rural Holding District zoning upon annexation to the City; and

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

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

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

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

Whereas, Owner(s) acknowledges the right of the City to approve or deny any annexation to the City and the City's right to cause an annexation agreement to contain provisions more restrictive and/or less restrictive than the Ordinances of the Belvidere Municipal Code.

Now, Therefore, in consideration of the mutual covenants herein made and pursuant to the provisions of section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1) Owner, and City hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
2. Annexation. Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City. Promptly after this Agreement is fully executed, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement.
3. City Zoning. Upon annexation, Owner(s) agrees that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. Upon annexation, the City will cause the Property to be re-zoned to the Heavy

Industrial (HI) zoning district. Further, Owner(s) agrees that the following conditions and covenants shall apply to the Property and shall be made a part of all final plats and run with the land:

A. No sexually oriented business will operate on the Property, including but not limited to, adult arcades, bookstores, video stores, cabaret, motels, motions picture theaters, theaters, etc.

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

4. Sanitary Sewer Service. The City will allow Owner(s) to extend and connect to the City-operated sanitary sewer system according to the preliminary design plan and specifications shown on the attached Exhibit D which is incorporated herein. Prior to commencing construction, Owner(s) will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner(s) shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, Owner(s) shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy. Owner(s) further agrees that, prior to any final plat approval, Owner(s) shall cause the Property to be disconnected from the Boone County Sanitary District, if necessary. The City shall not be obligated to issue any final plat until said disconnection is obtained.

5. Water Service. The City will allow Owner(s) to extend and connect to the City-operated water main system according to the preliminary design plan and specifications shown on the attached Exhibit F which is incorporated herein. Prior to commencing construction, Owner(s) will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner(s) shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, Owner(s) shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy. Owner(s) shall do all steps necessary to disconnect the Property from any other unit of local government providing water service.

6. Signage. Owner(s) shall not erect, construct or allow another to erect or construct any sign of any nature at any location on the Property except as permitted by the Belvidere Municipal Code and this Agreement.

7. Plats of Subdivision. Except as otherwise set forth herein, Owner(s) agrees that all construction on the Property will be in accordance with the Belvidere Municipal Code, including but not limited to the City's Building Codes, Subdivision Codes and Zoning Codes, as amended and in effect at the time of issuance of building permit or other relevant permit. The Owner(s) shall be allowed to seek final approval (provided the Final Plat comports with the Preliminary Plat) for those portions of the Property, and shall not be required to submit a Final Plat of the Property as one unit, but may submit for approval in accordance with the ordinances

of the City and in conformance with the phasing plan as approved by the City. Approval of this Annexation Agreement shall not be construed or interpreted as an approval of any Preliminary Plat or the Final Plat of Subdivision.

A. The Owner(s) further agrees that no lot lines in the Plat of Subdivision will be within any one-hundred year flood plain boundary, as determined by the most recent F.E.M.A. Flood Boundary and Floodway Map, as amended, and as authorized by the City of Belvidere. No structure or building shall be constructed within such one-hundred year flood plain without specific written consent of the City.

B. Owner(s) agrees that the Property will be developed as a Planned Community Development as set forth in the City of Belvidere Municipal Code. Any structure construction or development upon the Property shall only occur in conformance with a Planned Unit Development to be submitted to the City by Owner(s) and only after approval by the City. The zoning deviations identified in this Agreement shall be permitted by the City as a part of any future Planned Unit Development.

C. Owner(s) agrees that, unless provided otherwise herein, this Agreement shall not be considered as approval of any preliminary or final plat or planned unit development. Further, Owner(s) agrees that, notwithstanding anything else in this Agreement and notwithstanding any prior approval of any preliminary plat, the City Council may deny any final plat approval if it determines that the proposed development would be contrary to the public health or welfare.

D. Except as otherwise provided in this Agreement, Owner(s) shall construct and complete all Public Improvements required by this Agreement, those bonded and required by the City's subdivision control ordinance and any other public improvements, including, but not limited to, sidewalks, streets, street lighting, and sewer and water mains, within eighteen (18)

months of approval of a final plat of subdivision or planned development. At such time as Owner(s) believes that all public improvements are ready to be dedicated to the City, or that portion of public improvements within any final plat, representatives of the City and Owner(s) shall meet and inspect the public improvements to be dedicated and shall create a punch list of those items to be completed or corrected prior to acceptance of the public improvements by the City. These punch list items shall be completed within sixty (60) days from the date of the inspection. If all public improvements are not completed within the eighteen-month period, or the punch list items are not completed to the City's satisfaction within sixty days of the inspection, the City may deny any future building permits for any property within the Annexed Property and/or withhold approval of any additional final plat until such time as the Public Improvements are completed and accepted by the City. This remedy is cumulative, in addition to, and distinct from any other remedy the City may have, including but not limited to, remedies under any bond or letter of credit and the remedies contained in Section 16 of this Agreement

8. Drainage. Owner(s) shall provide detention and storm water management as required by the City's Zoning and Subdivision Control Ordinances and any other Federal, State or local law or regulation.

9. Off-Site Improvements. All off-site improvements shall comply with the Belvidere Municipal Code, including but not limited to the Subdivision Ordinance and any other directives from the City and shall be constructed in accordance with the specifications and preliminary design plan shown on the attached Exhibit "I" which is incorporated herein and any approved final plat. Prior to commencing construction, Owner(s) shall submit final engineering plans for review and approval to the Department of Public Works and, if abutting a state road, to the Illinois Department of Transportation or any other government agency having jurisdiction

and control over said road. Owner(s) shall not commence construction until final engineering plans are approved by Public Works and all other applicable agencies.

10. Fees.

A. As a condition of this Agreement, Owner(s) agrees to pay and/or donate, or cause to be paid and/or donated cash contributions as set forth on Exhibit J which is incorporated herein by reference. Owner(s) agrees that the public entity receiving a cash payment and/or donation as identified on Exhibit J may use the cash and/or donation for any public purpose. Owner(s) further agrees that the cash payment and /or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner(s), its successors and assigns therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owner(s) agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development.

B. Owner(s), and on behalf of their successors and assigns hereby irrevocably bind themselves to refrain from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against any person or entity on account of any payment or donation described in this Agreement .

11. Legal, Engineering, and Planning Costs. Owner(s) agrees to reimburse the City for reasonable attorneys' fees, planning consultants, engineering consultant's fees and costs and any other professional costs incurred by the City in connection with the annexation, Annexation

Agreement, zoning, platting and development of the Property including, but not limited to the time of in-house staff. Similarly, Owner(s) agrees to pay the City's costs of enforcing this agreement or any applicable zoning ordinance or other City ordinance or code with respect to the development of the Property, including but not limited to the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement. Owner(s) agrees to deposit with the City the initial non-refundable sum of \$5,000.00. For any amount over the \$5,000.00 deposit, the City will bill Owner monthly for the above referenced costs.

12. No Partnership: The City does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with the Owner.

13. Indemnification: The Parties agree that the Owner(s) shall indemnify, defend and hold the City harmless from any damages, claims, or causes of action which are in any way related to their activities in developing the Property, excepting those negligent or intentional acts of the City. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act. Further, Owner(s) shall maintain comprehensive liability insurance, of types and amounts, reasonably acceptable to the City with an insurance carrier with a bests rating of A or better. Owner(s) shall cause the City to be named as an additional insured on such insurance policy at no cost to the City.

14. Maintenance:

A. Winter Maintenance. Until the streets in any platted phase of the Property are accepted by the City, the City shall have no obligation to keep them plowed of ice and snow. It is agreed that for any platted phase that shall be or is likely to be occupied, in whole or in part, between November 15 and April 30 of the following year, the City, will remove ice and snow from paved road surfaces (dedicated right of way not yet accepted by the City) within such

phases, under the same terms and conditions it maintains other rights of way, and the Owner(s) shall reimburse the City for the cost of said removal at the City's then current labor and equipment rates which shall be provided by the Public Work's Department. Owner(s) agree to indemnify, defend and hold the City harmless from any claims for damage (either to the person or to property) arising out of such maintenance, accepting any claims solely arising from willful or wanton actions by the City. Reimbursement shall be made within 30 days of demand.

B. General Maintenance. Until the streets in any platted phase of the Property are dedicated to and accepted by the City, it shall be the responsibility of the Owner(s)/Builder and/or Developer to regularly remove all rubbish, refuse, building materials, mud soil and other debris, from the streets, police and remove all construction debris blown offsite on adjoining property, and leave the streets in a clean state, free of any such refuse, building materials, mud, soil or other debris, at the end of construction activities on each day. All property and premises shall be maintained in a clean, safe and sanitary condition free of the accumulation of any debris, rubbish, discarded building materials and other items. Building materials to be used in the construction of a building may be stored upon the lot upon which the building is to be erected. However, the building materials shall only be stored in a safe, clean and orderly manner. The Owner(s)/Builder and/or Developer shall place the entire property, including but not limited to any lot under construction, in a safe, clean and orderly manner at the end of each construction day. If, in the City's discretion, the developer, Owner(s) and/or builder fails to comply with this Section, the City may withhold future building permits, anywhere in the City, for the entity holding title to the property which is not in compliance and/or the City may issue a stop work order upon the property in question until such time as this Section is complied with. The City may, in its sole discretion, remedy a violation of this section by cleaning streets and/or removing

debris, at the Owner(s) cost. The cost of said abatement shall be a lien on the Property. The remedies contained in this Section are in addition to and not exclusive of any other remedy the City may have under this Agreement or at law or in equity.

15. Ordinances. The Owner shall abide by all ordinances, resolutions, regulations, policies and laws of the City, including but not limited to, the City's subdivision code and zoning code, in effect at the execution of this Agreement and as may be subsequently amended. Owner(s) agrees to dedicate or deed to the City public improvements as requested by the Public Works Director.

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

17. Amendment. The parties agree that this Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by adoption of a resolution by the City approving said amendment as provided by law, and the execution of said amendment by the parties or their successors in interest. Provisions which vary the standard terms of this Agreement are located in Exhibit "K" which is incorporated herein and shall contain a separate signature of the parties.

18. Costs, Expenses, and Fees. The Owner(s) shall pay the current annexation fees authorized in the Belvidere Municipal Code to the City, which have been or shall be incurred as a result of the petitioner's request herein at time of filing Owner(s)' petition for Annexation. Also, prior to annexation, the Owner(s) shall pay to the City any amount due a fire protection district pursuant to 70 ILCS 705/20, as amended. Owner(s) shall pay the entire amount which may be due a fire protection district prior to annexation regardless of when the monies may actually become due to the fire protection district.

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

20. Addresses for Notices. All notices and other communications in connection with this agreement shall be in writing, and any notice, communication or payment hereunder shall be deemed delivered to the addresses thereof two (2) days after deposit in any main or branch United States Post Office, certified or registered mail, postage prepaid, or one (1) day after deposit thereof with any nationally known and reputable overnight courier service, delivery

charges prepaid, or on the date of delivery, if personally delivered, or transmitted by facsimile with confirmation of transmittal, in any case, addressed to the parties respectively as follows:

If to Owner:

With a Copy to:

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

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

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

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

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

23. Successors and Assigns. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors in title and their respective successors, grantees, lessees, and assigns, and upon successor corporate authorities of

the City and successor municipalities. Owner(s) agree to record this Agreement at the Boone County Recorders office immediately upon its execution.

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

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

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

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

CITY:
City of Belvidere,
an Illinois Municipal Corporation

By: _____
Mayor Clinton Morris

ATTEST:

City Clerk

OWNERS:
Midwest Refrigerated Services Inc.

By: _____

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

Notary Public

OWNERS:
Donald K. Busch Sr.

By: _____

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

Notary Public

EXHIBIT LIST

A) LEGAL DESCRIPTION

B) ANNEXATION PLAT

C) SITE PLAN

D) PRELIMINARY SEWER DESIGN PLAN

E) SEWER FEES

F) PRELIMINARY WATER DESIGN PLAN

G) WATER FEES

H) PRELIMINARY PLAT

I) OFF-SITE ROAD IMPROVEMENTS

J) EXACTION FEE SCHEDULE

K) ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT

L) PLANNED COMMUNITY DEVELOPMENT

EXHIBIT A
LEGAL DESCRIPTION

TO BE SUPPLIED BY OWNER(S)

CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
(SS
COUNTY OF OGLE)

I, Dale E. Wallace, an Illinois Professional Land Surveyor, hereby certify that the following described property was surveyed by me or under my direct supervision. I further certify that this plat is a true and correct representation of said survey to the best of my knowledge and belief. Dimensions are given in feet and decimals of a foot thereof. Bearings shown hereon are in degrees, minutes and seconds. Bearings are for description purposes and relative only to each other.

OF PROPERTY DESCRIBED AS: Part of the Southeast Quarter (SE 1/4) of Section 32, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois, bounded and described as follows; to-wit:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 32 ; thence North 00 degrees 15 minutes 56 seconds East along the West Line of said Southeast Quarter, a distance of 130.00 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing North 00 degrees 15 minutes 56 seconds East along said West Line, a distance of 1563.47 feet (1507.42 feet deeded) to a point on the Southerly Right-of-Way Line of a railroad designated Union Pacific Railroad (formerly the Chicago and Northwestern Railroad); thence North 75 degrees 03 minutes 18 seconds East along said Southerly Right-of-Way Line, a distance of 2066.96 feet (2074.86 feet deeded) to the East Line of the West-half of the East-half of said Southeast Quarter; thence South 00 degrees 32 minutes 02 seconds West along said East Line, a distance of 1994.31 feet (1929.53 feet deeded); thence South 89 degrees 38 minutes 44 seconds West, parallel with the Northerly Right-of-Way Line of a public road designated U.S. Route 20, a distance of 84.06 feet; thence South 00 degrees 21 minutes 16 seconds East, perpendicular with the last described course, a distance of 90.00 feet to a point on the Northerly Right-of-Way Line of U.S. Route 20; thence South 89 degrees 38 minutes 44 seconds West along said Northerly Right-of-Way Line, a distance of 1902.25 feet (1901.7 feet deeded) to the Point of Beginning, containing 83.105 acres, more or less, subject to that land being used for public road purposes and also subject to all easements, agreements, county codes and/or ordinances of record if any, all situated in the Township of Belvidere, the County of Boone and the State of Illinois.

Dated this 31st day of August, 2023, A.D., at the office of Survey-Tech.

Dale E. Wallace, Illinois Professional
Land Surveyor No. 35-2821

EXHIBIT B
ANNEXATION PLAT

TO BE SUPPLIED BY OWNERS

CITY OF BELVIDERE ANNEXATION PLAT

CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
COUNTY OF OGLE)

I, Dale E. Wallace, an Illinois Professional Land Surveyor, hereby certify that the following described property was surveyed by me or under my direct supervision. I further certify that this plan is a true and correct representation of said survey to the best of my knowledge and belief. Dimensions are given in feet and decimals of a foot thereof. Bearings shown herein are in degrees, minutes and seconds. Bearings are for description purposes and relative only to each other.

OF PROPERTY DESCRIBED AS: Part of the Southeast Quarter (SE 1/4) of Section 32, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois, bounded and described as follows: to-wit:

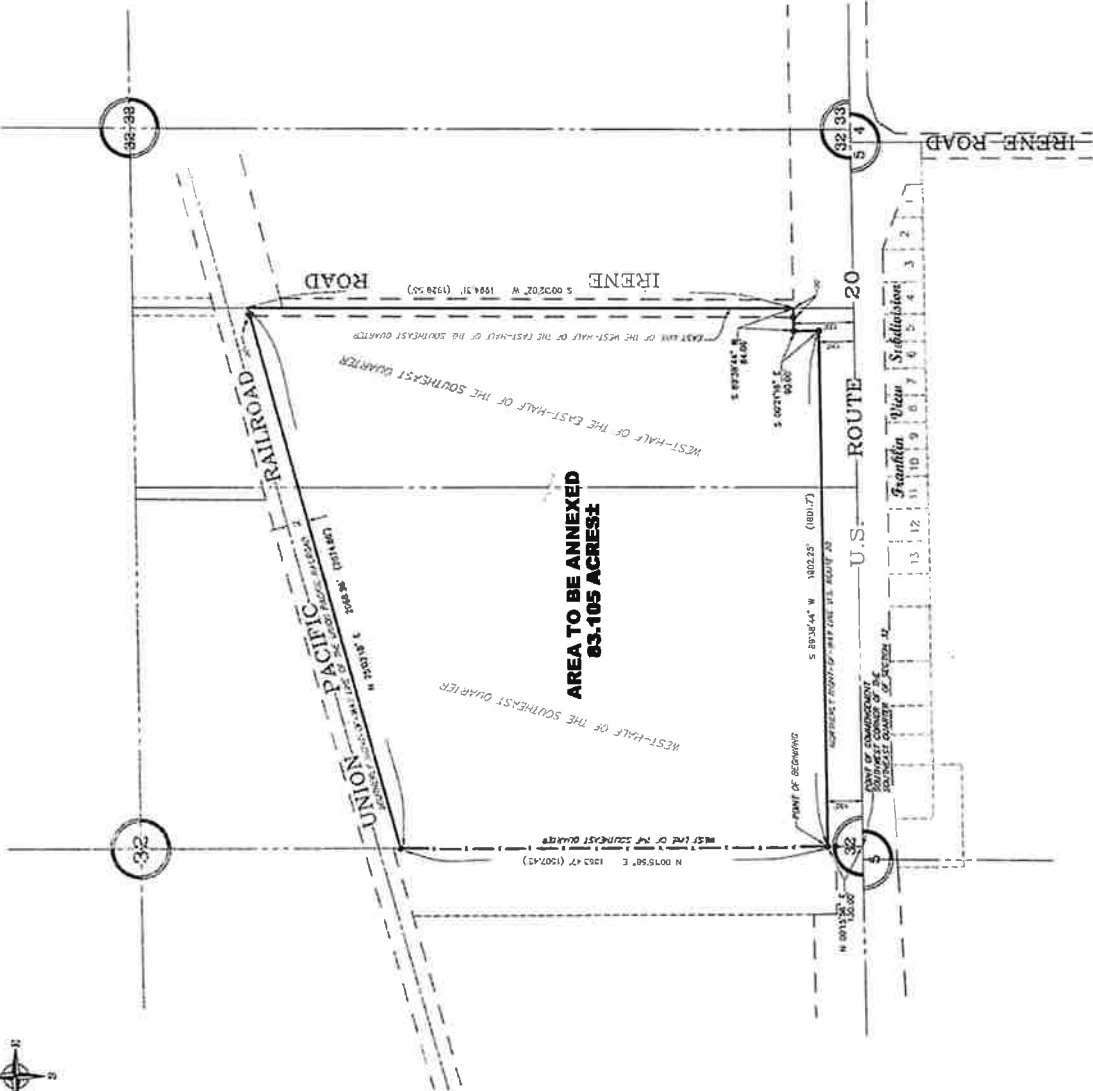
Commencing at the Southwest Corner of the Southwest Quarter of said Section 32; thence North 00 degrees 13 minutes 36 seconds East along the West Line of said Southeast Quarter, a distance of 130.00 feet to the beginning of the beginning of the bearing described hereon; thence South 00 degrees 15 minutes 26 seconds East along said West Line a distance of 1563.47 feet (1307.23 feet decreed to a point on the South Right-of-Way Line of a railroad designated Union Pacific Railroad (hereby the Chicago and Northwestern Railroad); thence North 75 degrees 03 minutes 18 seconds East along said South Right-of-Way Line a distance of 2666.98 feet (2094.66 feet decreed) to the East Line of the West Half of the Southeast Quarter; thence South 00 degrees 22 minutes 02 seconds West along said East Line, a distance of 1991.31 feet (1929.53 feet decreed) thence South 89 degrees 38 minutes 44 seconds West, parallel with the North Right-of-Way Line of a public road designated U.S. Route 20 a distance of 84.06 feet thence South 00 degrees 21 minutes 16 seconds East, perpendicular with the last described course, a distance of 90.00 feet to a point on the North Right-of-Way Line of U.S. Route 20; thence South 89 degrees 38 minutes 44 seconds West along said North Right-of-Way Line, a distance of 1902.25 feet (1901.7 feet decreed) to the Point of Beginning, containing 83.105 acres, more or less, subject to that land being used for public road purposes and also subject to all easements, agreements, covenants and/or encumbrances of record if any, all situated in the Township of Belvidere, the County of Boone and the State of Illinois.

Dated this 30th day of August, 2021, A.D., at the office of Survey Tech.

Dale E. Wallace,
Illinois Professional
Land Surveyor
No. 31-2821



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS SURVEYING STANDARDS FOR A BOUNDARY SURVEY. FIELD WORK COMPLETED ON 1-19-2017



LEGEND

- BOUNDARY OF SURVEY
- BOUNDARY OF ADJACENT SURVEY
- BOUNDARY OF ADJACENT UNADJACENTED LAND
- ROAD RIGHT-OF-WAY
- ROAD RIGHT-OF-WAY
- CENTERLINE
- SECTION LINE
- (APPROXIMATE) USE
- FENCE LINE
- OF BELVIDERE
- CORPORATE LIMITS

SURVEY TECH
A PROFESSIONAL LAND SURVEYOR
PROFESSIONAL LICENSE NO. 31-2821
1248 WEST COURT WOODRIDGE, ILL. 60408
(708) 353-8771 FAX: (708) 353-8508

DATE: 8-31-2021 SCALE: 1" = 200' DRAWN BY: DEW
REVISED:

BUSCH
PROJECT NO.: 2021-001
FILE NUMBER: 5381

EXHIBIT C

SITE PLAN

TO BE SUPPLIED BY OWNERS

EXHIBIT D

PRELIMINARY SEWER PLAN

Prior to, or in conjunction with, any development or construction of a structure on the Property, Owner(s) shall extend sanitary sewer to the Property, at Owner(s)' expense, in accordance with State Law, the City of Belvidere Municipal Code and the reasonable requirements of the City of Belvidere Public Works Department. Prior to commencing construction of any portion of the Sanitary Sewer extension, Owner(s) shall provide to the City for the City's review and approval preliminary and final engineering plans for the sanitary sewer extension. Construction of the sanitary sewer extension shall not commence prior to City approval of the preliminary and final engineering plans. Sanitary sewer facilities located upon the Property shall be privately owned by Owner(s) except as set forth in Exhibit K.

EXHIBIT E SEWER FEES

Owner shall pay the applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of approval of any Plat of Subdivision or Planned Unit Development. The City may agree to defer payment of such fees to the time of a structures connection to the City's Sanitary Sewer system, in which case the applicable fee will be the fee in place at the time of connection. The City agrees to waive the City's sewer connection fee imposed by section 114-36 of the City of Belvidere Municipal Code for the construction of phase I contemplated by this Annexation Agreement.

EXHIBIT F

PRELIMINARY WATER DESIGN PLAN

Prior to, or in conjunction with, any development or construction of a structure on the Property, Owner(s) shall extend the City's public water system (the Water System) to the Property and to the westerly boundary of the Property in accordance with State law, the City of Belvidere Municipal Code and the reasonable requirements of the City of Belvidere Public Works Department. Prior to commencing construction of any portion of the Water System, Owner(s) shall provide to the City for the City's review and approval preliminary and final engineering plans for the Water System. Construction of the Water System shall not commence prior to City approval of the preliminary and final engineering plans. Potable water facilities located upon the Property shall be privately owned by Owner(s) except as set forth in Exhibit K.

EXHIBIT G

WATER FEES

Owner shall pay applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of approval of any Plat of Subdivision or Planned Unit Development. The City may agree to defer payment of such fees to the time of a structures connection to the City's Water system, in which case the applicable fee will be the fee in place at the time of connection. The City agrees to waive the connection fees imposed pursuant to section 114-36 of the City of Belvidere Municipal Code for the construction of the first building on the Property.

EXHIBIT I

OFFSITE IMPROVEMENTS

Other than Water and Sanitary Sewer extensions provided for above, no offsite improvements are anticipated for the development of the Property as provided for within this Agreement. If offsite improvements become necessary to develop the Property, Owner(s) shall be solely responsible for the entire cost of design, engineering and construction of such offsite improvements. Owner(s) will dedicate such offsite improvements to the City of Belvidere, or its designee, upon request.

EXHIBIT J

EXACTION FEE SCHEDULE

The fees identified in this Exhibit, as well as other fees identified in this Agreement, represent the fees in effect at the time of annexation. The Parties agree that the Owner, its assigns and successors shall pay the identified fees at the time of final plat approval at the then current rates, or, if the City agrees, at the time of building permit at the then current rates. Owner further agrees that the cash payment and /or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner, its successors and assigns therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owner agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development. The City agrees that the Land Cash Fees imposed pursuant to paragraphs 6, 7 and 8 below shall be waived with the exception of any portion of the Property developed as residential.

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

EXHIBIT K

MODIFICATIONS TO STANDARD AGREEMENT

3) In order to provide potable water to the entire Property, Owner(s) shall extend a private potable water main throughout Property in conformance with the City of Belvidere Municipal Code and the reasonable directives of the City prior to or in conjunction with commencing development or construction of the first structure on the Property. The City may require construction of the private potable water main in such manner as to allow future extension to and connection by other area properties. Upon request from the City, Owner(s) shall dedicate to the City an easement along the northern boundary of the property to extend potable water to the western boundary of the Property. The Owner(s) shall not be required to extend the Sanitary Sewer System (Sanitary Sewer Utilities) to the far side of the Property based upon existing site conditions and elevations. Owner(s) shall be solely responsible for extending the Sanitary Sewer System to and through the Property as necessary to facilitate development on the Property in accordance with the City's reasonable directives. Sanitary sewer facilities on the Property shall remain privately owned unless the City requests dedication of the facilities in which case Owner(s) shall dedicate those facilities together with a reasonable easement therefore to the City.

4) The City agrees that it will cooperate with Owner(s) in applying for applicable State of Illinois grant funds, including, but not limited to CDBG funds, to assist in financing the construction of water and sewer facilities on the Property together with other approved project costs. The Parties agree and understand that receipt of such grant funds is not guaranteed and failure to receive grant funds shall not relieve either party of its obligations under this Agreement or applicable ordinances or statutes.

5) (a) The water and sanitary sewer recapture fees identified in Exhibits E and G total \$636,068.65. The City agrees that the Owner(s) shall be entitled to a reduction or rebate of those fees equal to the actual cost of extending the private water main from the Eastern boundary of the Property to the Western boundary of the Property as identified in Exhibits D and F as a part of Phase I of development. The reduction or rebate of recapture fees shall not exceed \$420,000.00.

(b) The parties agree that the recapture fees referenced in 5(a) above include recapture fees deriving from the cost of extending water and sewer utilities, that will serve the Property as a part of the Project Kelly development to the east of the Property. The City has not yet formally adopted the applicable recapture ordinance / agreement for those fees. Owner(s) agree to pay those recapture fees regardless of the timing of the adoption of the relevant ordinance / agreement. Notwithstanding the foregoing, the total water and sanitary sewer recapture fees paid, prior to any credit provided for in 5(a) above, pursuant to this Agreement shall not exceed the amount set forth in 5(a) above, \$636,068.85.

6) The City agrees to waive the following fees:

a) Annexation Fee: Section 15-10 of the City of Belvidere Municipal Code (\$400.00).

b) Zoning Change Fee: Appendix A City of Belvidere Municipal Code (Appendix A) (\$700.00 + \$75.00 per acre or part thereof) but only for the rezoning of the entire Property from Rural Holding to Heavy Industrial.

c) Other zoning fees directly relating to development of the Property, if any, including Special Use Fees (Appendix A), Planned Unit Development Fees (Appendix A), and variations (Appendix A), but only for the first Planned Unit Development approved.

7) Owner's shall not be required to make the \$5,000.00 deposit referenced in Section 11 of the Agreement.

8) Owner(s) shall not be required to install sidewalks (mandated by sections 151.65(a) and 151(e)(2) of the City Code) as a part of any industrial development on the Property.

9) All development on the Property shall only occur pursuant to a Planned Unit Development approved by the City. The City agrees to approve a Planned Unit Development with deviations from the City of Belvidere Zoning Code as set forth in Exhibit L below. No development or construction shall occur upon the Property until such time as the parties enter into a development agreement governing development of the Property.

City: City of Belvidere,
an Illinois Municipal Corporation

by: _____
Mayor

ATTEST:

City Clerk

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

By: _____

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

Notary Public

J:\Legal\ANNEXATIONS\MRS\Draft AA Clean for COW.DOC

EXHIBIT L

PLANNED COMMUNITY DEVELOPMENT

The approved planned development will allow for the following departures from the City of Belvidere Zoning Code: Section 150.105(C)(9)(G)(2)(E) allowing for the maximum primary building height to be increased from 45 feet to 90 feet; Section 150.105(C)(9)(B)(2) allowing for non-building mounted solar installations for export of energy for use by a Public Utility; Section 150.105(C)(9)(G)(2)(C) allowing for the minimum pavement setback to be reduced from five feet to zero feet in order to allow for a cross-access drive; Table 150.604 allowing for the required building foundation landscaping to be installed elsewhere on the subject property; Section 150.702(J) allowing for the maximum width of the combined three driveways with flares to be increased from 45 feet to 275 feet; Section 150.707(E)(1) allowing the maximum luminaire height to be increased from 30 feet to 50 feet; Section 150.716(C)(1) allowing for the waiver of screening mechanical equipment; Section 150.1003 allowing for the maximum size of direction signs to be increased from 3 square feet to 100 square feet; Section 150.1003 allowing for the maximum size of a logo on a directional sign to be increased from 1 square-foot to 35 square feet; Section 150.1006 allowing for the maximum height of a directional sign to be increased from five feet to 8.5 feet; Sections 98.22/151.41(E)(2)/151.65(1) allowing for the waiver of installing sidewalks in the public right-of-way; Section 118.132 allowing for grasses and native plantings to exceed 8 inches in height in the undeveloped portions of the property.

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

ORDINANCE #
AN ORDINANCE ANNEXING CERTAIN TERRITORY
LYING NORTH OF US ROUTE 20, WEST OF IRENE ROAD
AND SOUTH OF THE UNION PACIFIC RAIL ROAD
TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

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

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

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

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

WHEREAS, the legal owners of the Territory and the City have entered into a valid Annexation Agreement relating to the Territory; and

WHEREAS, all petitions, documents and other legal requirements are in full compliance with the terms of the Annexation Agreement and with statutes of the State of Illinois; and

WHEREAS, it is in the best interest of the City that the Territory be annexed.

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

SECTION 1: The Territory described in the attached Exhibit A, which is incorporated herein by this reference, and which is further described in the Plat of Annexation attached as Exhibit B, which is also incorporated herein by this reference, is hereby annexed to the City of Belvidere, Boone County, Illinois.

SECTION 2: The City Clerk of the City of Belvidere is hereby directed to record, with the Recorder of Deeds for Boone County, Illinois, and file with the Boone County Clerk, a certified copy of this Ordinance, together with the accurate map of the Territory annexed and appended to the Ordinance as Exhibit B. The City Clerk shall also file a copy of this Ordinance with all other applicable agencies including but not limited to the Illinois Department of Revenue and the U.S. Postal Service.

SECTION 3: That all maps, journals and other records of the City be changed accordingly.

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

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

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Passed by the City Council of the City of Belvidere, Illinois this 2nd day of May, 2022.

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Ayes:

Nays:

Absent:

Date Passed:

Date Approved:

Date Published:

Prepared By / Return To:

Michael S. Drella

City Attorney

City of Belvidere

401 Whitney Blvd

Belvidere, Illinois 61008

EXHIBIT A

CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
(SS
COUNTY OF OGLE)

I, Dale E. Wallace, an Illinois Professional Land Surveyor, hereby certify that the following described property was surveyed by me or under my direct supervision. I further certify that this plat is a true and correct representation of said survey to the best of my knowledge and belief. Dimensions are given in feet and decimals of a foot thereof. Bearings shown hereon are in degrees, minutes and seconds. Bearings are for description purposes and relative only to each other.

OF PROPERTY DESCRIBED AS: Part of the Southeast Quarter (SE 1/4) of Section 32, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois, bounded and described as follows; to-wit:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 32 ; thence North 00 degrees 15 minutes 56 seconds East along the West Line of said Southeast Quarter, a distance of 130.00 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing North 00 degrees 15 minutes 56 seconds East along said West Line, a distance of 1563.47 feet (1507.42 feet deeded) to a point on the Southerly Right-of-Way Line of a railroad designated Union Pacific Railroad (formerly the Chicago and Northwestern Railroad); thence North 75 degrees 03 minutes 18 seconds East along said Southerly Right-of-Way Line, a distance of 2066.96 feet (2074.86 feet deeded) to the East Line of the West-half of the East-half of said Southeast Quarter; thence South 00 degrees 32 minutes 02 seconds West along said East Line, a distance of 1994.31 feet (1929.53 feet deeded); thence South 89 degrees 38 minutes 44 seconds West, parallel with the Northerly Right-of-Way Line of a public road designated U.S. Route 20, a distance of 84.06 feet; thence South 00 degrees 21 minutes 16 seconds East, perpendicular with the last described course, a distance of 90.00 feet to a point on the Northerly Right-of-Way Line of U.S. Route 20; thence South 89 degrees 38 minutes 44 seconds West along said Northerly Right-of-Way Line, a distance of 1902.25 feet (1901.7 feet deeded) to the Point of Beginning, containing 83.105 acres, more or less, subject to that land being used for public road purposes and also subject to all easements, agreements, county codes and/or ordinances of record if any, all situated in the Township of Belvidere, the County of Boone and the State of Illinois.

Dated this 31st day of August, 2023, A.D., at the office of Survey-Tech.

Dale E. Wallace, Illinois Professional
Land Surveyor No. 35-2821

CITY OF BELVIDERE ANNEXATION PLAT

CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
COUNTY OF COCLE) SS

I, Dale E. Wallace, an Illinois Professional Land Surveyor, hereby certify that the following described property was surveyed by me or under my direct supervision. I further certify that this plat is a true and correct representation of said survey to the best of my knowledge and belief. Dimensions are given in feet and decimals of a foot thereof. Bearings shown hereon are in degrees, minutes and seconds. Bearings are for description purposes and relative only to each other.

OF PROPERTY DESCRIBED AS: Part of the Southeast Quarter (SE 1/4) of Section 32, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois, bounded and described as follows, to-wit:

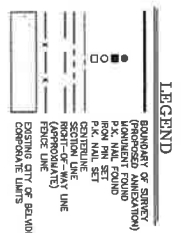
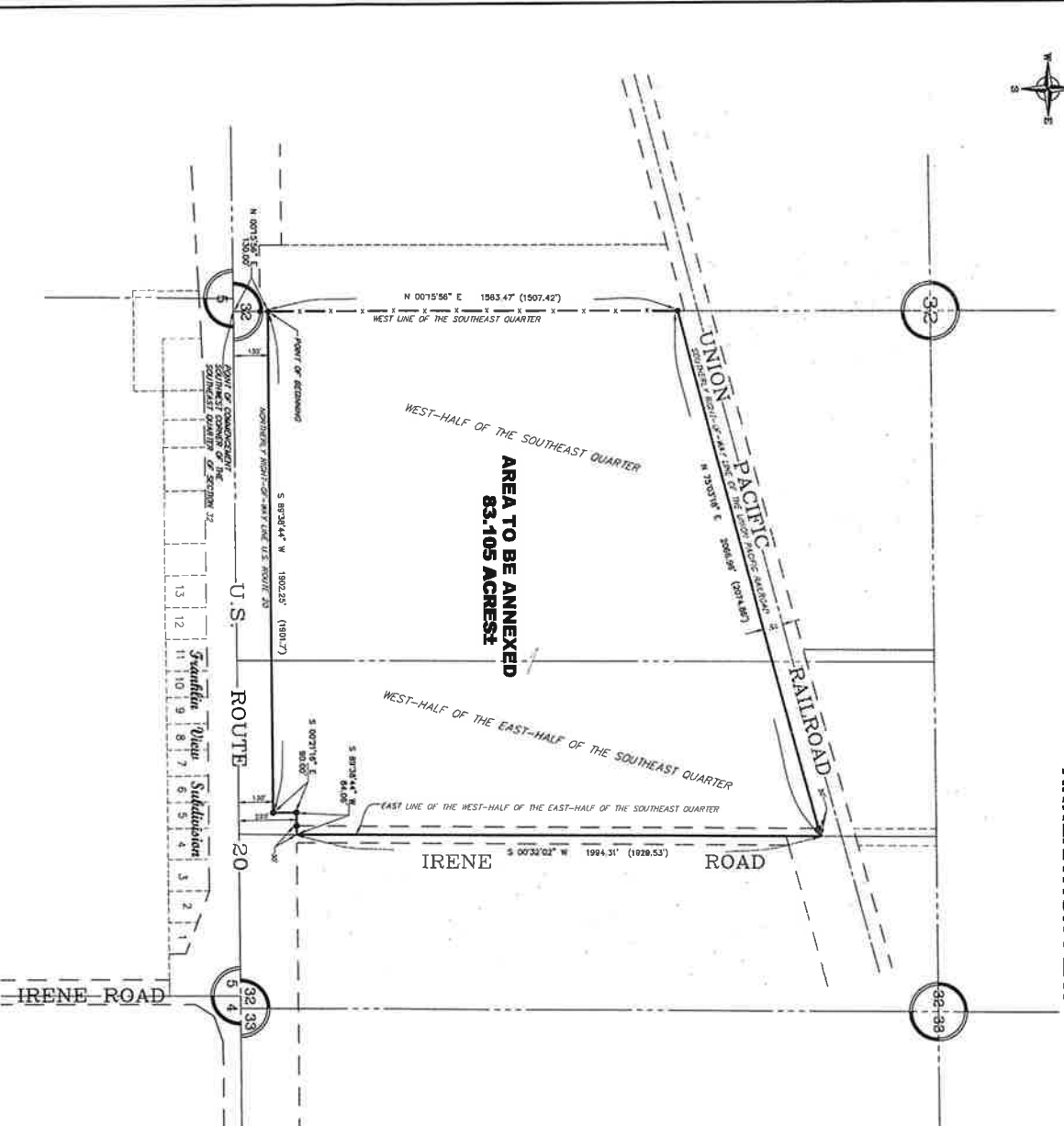
Commencing at the Southwest Corner of the Southeast Quarter of said Section 32; thence North 00 degrees 15 minutes 56 seconds East along the West Line of said Southeast Quarter, a distance of 1300.00 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing North 00 degrees 15 minutes 56 seconds East along said West Line, a distance of 1363.47 feet (1307.42 feet deduced) to a point on the Southerly Right-of-Way Line of a railroad designated Union Pacific Railroad (formerly the Chicago and Northwestern Railroad), thence North 75 degrees 03 minutes 18 seconds East along said Southerly Right-of-Way Line, a distance of 2066.96 feet (2074.86 feet deduced) to the East Line of the West-half of the East-half of said Southeast Quarter; thence South 00 degrees 32 minutes 02 seconds West along said East Line, a distance of 1994.31 feet (1929.53 feet deduced); thence South 89 degrees 38 minutes 44 seconds West, parallel with the Northerly Right-of-Way Line of a public road designated U.S. Route 20, a distance of 84.06 feet; thence South 00 degrees 21 minutes 16 seconds East, perpendicular with the last described course, a distance of 90.00 feet to a point on the Northerly Right-of-Way Line of U.S. Route 20; thence South 89 degrees 38 minutes 44 seconds West along said Northerly Right-of-Way Line, a distance of 1902.25 feet (1901.7 feet deduced) to the Point of Beginning, containing 83,105 acres, more or less, subject to that land being used for public road purposes and also subject to all easements, agreements, county codes and/or ordinances of record if any, all situated in the Township of Belvidere, the County of Boone and the State of Illinois.

Dated this 31st day of August, 2023, A.D., at the office of Surveyor-Tech.

Dale E. Wallace, Illinois Professional Land Surveyor No. 35-2821



EXEMPTED FROM THE CONSENT STANDARDS FOR A BOUNDARY SURVEY, FIELD WORK COMPLETED ON 11-29-2017



SURVEY-TECH A DIVISION OF C.E.S. INC. PROFESSIONAL DESIGN FIRM LICENSE NO. 184-007280 1004 N. WYOMING STREET, ROCKFORD, ILLINOIS 61108 TEL: (815) 398-1171 FAX: (815) 398-1172 WWW.SURVEY-TECH.COM	
DATE: 8-31-2023	SCALE: 1" = 200'
SURVEYOR: BUSCH	
FILE NUMBER: 5581	BOONE COUNTY: 5581

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 8/16/2023
Re: Intersection Review – 5th Ave & W 5th Street

After review of the above intersection, I would offer the following:

Current Status:

This is a “T” intersection with W 5th Street ending at 5th Ave. This intersection is currently unmarked.

Traffic Volume:

Based on IDOT’s current Traffic Volume Map, 5th Ave has an ADT of 1300 and W 5th Street has an ADT of 200 or less.

Accident History:

Police Department records indicate one accident at this intersection in the last five years.

Pedestrian Activity:

This intersection is located in a residential neighborhood next to Washington Academy with peak pedestrian activity before and after school.

Site Distance:

No site distance limitations noted.

Conclusion:

Based on the above information and IDOT’s “Manual on Uniform Traffic Control Devices”, I would recommend that traffic on W 5th Street stop to traffic on 5th Ave.

ORDINANCE #

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY
(CITY VEHICLES)

WHEREAS, the City of Belvidere Public Works Department and Building Department are in possession of certain used vehicles, described in Exhibit A that are no longer needed or useful; and

WHEREAS, the Vehicles constitutes surplus personal property within the meaning of 65 ILCS 5/11-76-4; and

WHEREAS, the Corporate Authorities of the City find that the previously referenced Vehicles are no longer necessary or useful to or in the best interest of the City.

NOW THEREFORE IT IS ORDAINED by the 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 sell the Vehicles identified in Exhibit A by any means authorized by State Statute, including but not limited to an internet auction site, other auction methods, trade in for new vehicles or by any other commercially reasonable method.

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

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

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Ayes: .

Nays: .

Absent: .

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: City Clerk Sarah Turnipseed

Passed:
Approved:
Published:

EXHIBIT A

1991 Dodge Dakota	Vin.	1BtFL23X8MS334860
2000 GMC 2500	Vin.	1GTGC24R4FY484788
2000 Ford Taurus	Vin.	1FAFP5320YG253652
2004 Ford Taurus	Vin.	1FAFP55VX4A124345
2001 Chevy Tahoe	Vin.	1GNEK13V11J278700
2002 Dodge Neon	Vin.	1B3ES26C82D548158
200401964 Baker Forklift		

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 9/6/2023
Re: Logan Avenue Rehabilitation Project – Change Order #5 and Final

Attached to this memo is Change Order #5, in the amount of \$13,515.99, for the Logan Avenue Rehabilitation Project. Included in this change order are the following items:

Installation of an additional long water service:	\$ 7,020.00
Abandoning Florence Court watermain:	\$ 3,817.99
Installation of hand railings	\$ 2,678.00

I would recommend approval of Change Order #5, in the amount of \$13,515.99, for the Logan Avenue Rehabilitation Project. Total change orders for this project represents a 2.16% increase to the original contract amount of \$2,671,812.59. Final construction cost for the Logan Avenue Project is \$2,729,418.83. This work will be paid for from Line Item #10-5-310-8021.

CHANGE ORDER NO. 5

You are directed to make the following changes in the Contract Documents

PROJECT:	Logan Avenue Reconstruction	DATE OF ISSUANCE:	August 18, 2023
OWNER:	City of Belvidere, Illinois	ENGINEER:	Arc Design Resources, Inc.
CONTRACTOR:	N-Trak Group	ENGINEER's Project No.	18148

Description:

1. Provide for an adjustment to the Contract Amount for additional costs associate with the installation of a water service line.

Proposed Cost for this Item.....\$7,020.00

2. Provide for an adjustment to the Contract Amount for additional costs associate with abandoning a water main.

Proposed Cost for this Item.....\$3,817.99

3. Provide for an adjustment to the Contract Amount for additional costs associate with the installation of a hand railing.

Proposed Cost for this Item.....\$2,678.00

Purpose of Change Order:

1. Provide for an adjustment to the Contract Amount for additional costs associate with the installation of a water service line. A lead water service line was encountered while installing storm sewer at 600 Logan Avenue. A new service was installed. The additional cost associated with this work is above and beyond the Contractor's Bid for this project, and was unforeseeable at the time of Bid.
2. Provide for an adjustment to the Contract Amount for additional costs associate with abandoning a water main. At the time of the Florence Court Reconstruction, the existing water main was unable to be located at the tie in point on Logan Avenue. The decision was made to have the contractor for Logan Avenue locate and disconnect the existing water main. The additional cost associated with this work is above and beyond the Contractor's Bid for this project, and was unforeseeable at the time of Bid.
3. Provide for an adjustment to the Contract Amount for additional costs associate with the installation of a hand railing. It was determined by the Engineer, and City representatives that a hand rail would be required for the steps leading to 948 Logan Avenue. The additional cost associated with this work is above and beyond the Contractor's Bid for this project, and was unforeseeable at the time of Bid.

Attachments:

1. Contractor's unit price proposal for long and short service line replacement.
2. Contractor's extra work daily report.
Contractor's time and material billing report.
3. Contractor's change order for furnishing and installing the railing.
Invoice from subcontractor.

CHANGE ORDER NO. 5

City of Belvidere, Illinois
Logan Avenue Reconstruction

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract price:	<u>\$2,671,812.59</u>	Original Contract Time:	Substantial Completion: _____ Completion: <u>October 28, 2022</u>
Previous Change Orders:	<u>\$44,090.25</u>	Change from Previous Change Orders:	Substantial Completion: _____ Completion: _____
Current Contract Price:	<u>\$2,715,902.84</u>	Current Contract Time:	Substantial Completion: _____ Completion: _____
Net Increase of this Change Order:	<u>\$13,515.99</u>	Net Increase of this Change Order:	Substantial Completion: _____ Completion: _____
Contract Price with this Change Order:	<u>\$2,729,418.83</u>	Contract Time with this Change Order:	Substantial Completion: _____ Completion: <u>October 28, 2022</u>

Pursuant to 720 ILCS 5/33E-9, (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, (2) the change is germane to the original contract as signed, and (3) the change order is in the best interest of the City of Belvidere, Illinois.

PREPARED BY:
ARC DESIGN RESOURCES, INC

APPROVED:
CITY OF BELVIDERE

ACCEPTED:
N-TRAK GROUP

By: _____

By: _____

By: _____

Kurt Thomas
Construction Manager

Clinton Morris
Mayor

Josh Oman
Project Manager

RECOMMENDED BY:
ARC DESIGN RESOURCES, INC

By: _____

Jeff Linkenheld, P.E.
Client Manager

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 9/6/2023
Re: Final Clarifier Gate Replacements – Engineering Design - WWTP

Three final clarifier gates need to be replaced at the WWTP, one 36" sluice gate in the aeration tank effluent junction box and two 20" sluice gates in the final tank influent structure. The estimated cost of this project is \$300,000.

Attached is a proposal from Baxter & Woodman, in an amount not-to-exceed \$36,000.00, to complete the design engineering required for this project.

I would recommend approval of the proposal from Baxter & Woodman, in an amount not-to-exceed \$36,000.00, for the design engineering for the final clarifier gate replacement project. This work will be paid for from Line Item #61-1790..

**CITY OF BELVIDERE, ILLINOIS
FINAL CLARIFIER GATES REPLACEMENT**

**ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT No. 2325879.00

Project Description:

The Project consists of designing the replacement of one sluice gate located in the Aeration Tank Effluent Junction Box and two sluice gates located in the Final Tank Influent Structure. A detailed Project description is included in Attachment A of this Work Order.

Engineering Services:

The general provisions of this contract are enumerated in the Professional Engineering Services Agreement between the City and Engineers dated September 22, 2009. A detailed scope of services for this Project, manpower requirements, and a fee summary are listed in Attachment A.

Compensation:

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 22, 2009. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, which in total will not exceed \$36,000.

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

By:


Brent W. Perz, PE

Title:

Associate Vice President

Date:

August 7, 2023

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

By: _____

Title: _____

Date: _____

Additional Comments and Conditions: None.

Project Description

The Project consists of replacing three sluice gates ahead of the Final Tanks. The sluice gates to be replaced are identified below:

- One (1) 36" Dia. Sluice Gate in the Aeration Tank Effluent Junction Box
- Two (2) 20" Dia. Sluice Gates in the Final Tank Influent Structure

Each gate will also be equipped with an electric actuator. The Project also considers construction sequencing and temporary pumping necessary to allow construction and maintain flow through the treatment plant.

Scope of Services

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

PROJECT MANAGEMENT AND MEETINGS

1. ADMINISTRATION AND MEETINGS – Confer with City staff, from time to time, to clarify and define the general scope, extent, and character of the Project.
2. PROJECT MANAGEMENT – Plan, schedule, and control the activities necessary to complete the Project. These activities include budget, schedule, and scope.

PRELIMINARY DESIGN SERVICES

1. DESIGN CONCEPTS – Analyze design requirements including, but not limited to, structural modifications, electrical demands, controls, constructability, and construction sequencing for removal of the existing sluice gates and installation of the proposed motorized slide gates.
2. OPINION OF PROBABLE COST – Prepare an opinion of probable construction cost based on the Design Documents.

FINAL DESIGN AND PLAN DEVELOPMENT

3. PROJECT PLANS – Prepare Drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the City.

4. **PROJECT MANUAL** – Prepare for review and approval by the City and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC). Prepare Technical Specifications for the general scope, extent, and character of the construction work, which will be prepared in conformance with the format of the Construction Specification Institute.

BIDDING SERVICES

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

Estimated Manhour and Fee Summary

Scope Item	Hours	Fee
Project Management and Meetings (including mileage expenses)	33	\$6,000
Preliminary Design Services	33	\$5,000
Final Design and Plan Development	116	\$17,000
Bidding Services	52	\$8,000
TOTAL ALL SERVICES	234	\$36,000

CITY OF BELVIDERE
COUNCIL RESOLUTION OF SUPPORT

Resolution No. _____

WHEREAS, the City of Belvidere is applying to the State of Illinois for a Community Development Block Grant, and

WHEREAS, it is necessary that an application be made and agreements entered into with the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) that the City of Belvidere shall apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.
- 2) that the Mayor and City Clerk on behalf of the City of Belvidere shall execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Passed this 18th day of September, 2023

ATTEST: _____
City Clerk

Mayor



BELVIDERE
POLICE

Matthew Wallace
Deputy Chief—Investigations

Shane Woody
Chief of Police

Daniel Smaha
Deputy Chief—Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 - www.ci.belvidere.il.us

Date: September 11, 2023
To: Mayor Morris and City Council
From: Chief Shane Woody
Re: Acceptance of Illinois Law Enforcement Training and Standards Board Grant

The Belvidere Police Department applied for and was approved for a grant from the Illinois Law Enforcement Training and Standards Board for Recruiting and Retention.

The Belvidere Police Department identified an 80% - 90% decrease in law enforcement applicants over the last 5-10 years.

The Belvidere Police Department outlined several areas of focus to attempt to draw additional traditional and untraditional applicants.

These areas included:

- **Traditional recruiting**
- **Geofenced digital advertising**
- **Commercial Advertising on television**
- **Digital advertising on-line**
- **Digital Video Campaign**

The majority of today's applicants get their information digitally either through social media, gaming, streaming movies, podcasts, YouTube or through some other form of digital media. This new approach will help the Belvidere Police Department proactively put information in the hands of prospective applicants through sources they use every day.

Upon review of the grant application submitted by the Belvidere Police Department the Illinois Law Enforcement Training and Standards Board approved a grant of \$56,376.98 to cover the cost of these recruiting and retention initiatives.

If approved, this grant does not require a match and would allow the Belvidere Police Department to take a proactive approach to recruitment.

Motion: To accept a grant from the Illinois Law Enforcement Training and Standards Board in the amount of \$56,376.98 for recruiting and retention of law enforcement officers.