



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

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

AGENDA

July 27, 2020
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order – Mayor Mike Chamberlain.

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

Land Bank - Update.

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

- (A) Belvidere Police Department – Walmart Donation.
- (B) Belvidere Police Department – Presentation of Police Awards.
- (C) Belvidere Fire Department – St. #1 Upstairs Remodel (Flooring).
- (D) Belvidere Fire Department – EMA Air Truck.
- (E) Belvidere Fire Department – Abandoned Property Identification Program
(RED X).

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

- (A) Budget and Finance Director Becky Tobin – Financial Update.

5. Other:

- (A) Annexation of Belvidere Cemetery.
- (B) Public Works – 2020 MFT Thermoplastic Pavement Striping Bid
Tabulation.
- (C) Public Works- MFT Street Overlay Bid Tabulation.
- (D) Public Works- High School and Bellwood Ponds Bid Tabulation.
- (E) Public Works- Demolition of 407 West Madison Street.
- (F) Public Works – Prairie Place Lift Station – Generator Installation.
- (G) Public Works- SCADA System Upgrade – Water Wells.
- (H) Public Works- Primary Clarifiers Condition Report – WWTP.

6. Adjournment:



BELVIDERE
POLICE

Matthew Wallace
Deputy Chief—Investigations

Shane Woody
Chief of Police

Patrick Gardner
Deputy Chief—Patrol

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

TO: MAYOR CHAMBERLAIN AND CITY COUNCIL
FROM: CHIEF SHANE WOODY
DATE: JULY 14, 2020
RE: MOTION TO ACCEPT WALMART DONATION

Please be advised that the Belvidere Police Department has received a donation in the amount of \$1,000.00 from Sam's Club (Walmart). Walmart has donated this money to the Belvidere Police Department to purchase (2) televisions and associated equipment for the Belvidere Police Department Workout Facility.

Motion: To approve the expenditure of \$1,000.00 of donated money from the Walmart Corporation for the purchase of (2) flat screen televisions and associated equipment.

SW/sd

Walmart
 702 S.W. 8th Street
 Bentonville, AR 72716

BELVIDERE POLICE DEPARTMENT
 615 N MAIN ST
 BELVIDERE IL 61008



IN PAYMENT
 OF INVOICES TO



* INCLUDES
 AIDCO
 SAM'S CLUB
 BUD'S OUTLET STORES
 CMAAUSA
 NORTH ARKANSAS WHOLESALE CO., INC.
 BEAVER LAKE AVIATION, INC.
 PHILLIPS COMPANIES, INC.
 WAL-MART PHARMACY OF MICHIGAN, INC.
 WAL-MART PUERTO RICO, INC.

CHECK DATE: 07-10-20

CHECK NUMBER: 0679384

DATE	INVOICE NUMBER	STORE NUMBER	DOCUMENT NUMBER	TYPE CODE*	GROSS AMOUNT	DISCOUNT/ALLOWANCES	NET AMOUNT
07 08 20	63061323	05-09000	93410651		1000.00	0.00	1000.00

VENDOR: /9999999975 BELVIDERE POLICE DEPARTMENT 1000.00 0.00 1000.00

* VENDOR: Deduction codes are described on the reverse side of this statement

↓ DETACH AT PERFORATION ↓

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW



702 S.W 8th St. BENTONVILLE, AR 72716



WELLS FARGO BANK, N.A. 66-156
 CHARLOTTE, NC 28288-0013 531

NON-NEGOTIABLE AFTER 180 DAYS
 0679384

Vendor Number 9999999975	Check Date 07-10-20	Check Number 0679384
-----------------------------	------------------------	-------------------------

PAY
 ONE THOUSAND DOLLARS AND NO CENTS

DOLLARS	CENTS
*****1,000.00	
NET AMOUNT OF CHECK	

TO THE BELVIDERE POLICE DEPARTMENT
 ORDER 615 N MAIN ST
 OF BELVIDERE IL 61008

WALMART, INC.

M. Brett Biggs



Executive Vice President and Treasurer

⑈0679384⑈ ⑆053101561⑆ 2079900136854⑈



BELVIDERE
POLICE

Matthew Wallace
Deputy Chief—Investigations

Shane Woody
Chief of Police

Patrick Gardner
Deputy Chief—Patrol

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

TO: Officer Brandon Parker

FROM: Chief Shane Woody

DATE: July 27, 2020

RE: Valor Service Award

On Monday, May 25, 2020 at approximately 4:35 pm, Belvidere City Officers were dispatched to the 800 block of N. Appleton Road for a report of a female that was holding on to a tree after the kayak she was in overturned while kayaking on the Kishwaukee River. The female was located clinging to a tree branch in the Kishwaukee River west of the VFW. The Kishwaukee River water current was fast moving due to the high-water level.

Officer Parker, you went above and beyond the call of duty and retrieved a life vest from a bystander, placed the life vest on and utilized a Belvidere Police Department water rescue rope that was tied around your waist. You then swam through the fast-moving current to the female, retrieved her from the tree branch and held on to her while other Belvidere City Officers and other assisting officers pulled you and the female to the shore.

Your actions were an act of bravery and heroism. You acted in a selfless manner with courage and devotion to duty, risking your own life and personal safety to save the female from being swept away by the strong current and saving her from the possibility of injury and/or death.

In recognition of your actions, you are presented with the Belvidere Police Department Valor Service Award.

SW/sd

Cc: DC Gardner
DC Wallace
Sergeant Ball
Personnel File



BELVIDERE
POLICE

Matthew Wallace
Deputy Chief—Investigations

Shane Woody
Chief of Police

Patrick Gardner
Deputy Chief—Patrol

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

TO: Sergeant Michael Ball

FROM: Chief Shane Woody

DATE: July 27, 2020

RE: Life Saving Award

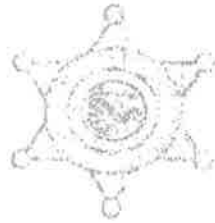
On Monday, May 25, 2020 at approximately 4:35 pm, Belvidere City Officers were dispatched to the 800 block of N. Appleton Road for a report of a female that was holding on to a tree after the kayak she was in overturned while kayaking on the Kishwaukee River. The female was located clinging to a tree branch in the Kishwaukee River west of the VFW. The Kishwaukee River water current was fast-moving due to the high-water level.

Sergeant Ball, you assisted in the successful recovery of the female holding on to the tree by coordinating and directing the rescue efforts and assisting other Belvidere Officers in pulling Officer Parker and the female to the shore with a rescue rope. Your leadership and actions lead to the successful team effort of saving a human life.

In recognition of your actions, you are presented with the Belvidere Police Department Life Saving Service Award.

SW/sd

Cc: DC Gardner
DC Wallace
Sergeant Ball
Personnel File



BELVIDERE
POLICE

Matthew Wallace
Deputy Chief—Investigations

Shane Woody
Chief of Police

Patrick Gardner
Deputy Chief—Patrol

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

TO: Officer Rich Weiland
FROM: Chief Shane Woody
DATE: July 27, 2020
RE: Life Saving Award

On Monday, May 25, 2020 at approximately 4:35 pm, Belvidere City Officers were dispatched to the 800 block of N. Appleton Road for a report of a female that was holding on to a tree after the kayak she was in overturned while kayaking on the Kishwaukee River. The female was located clinging to a tree branch in the Kishwaukee River west of the VFW. The Kishwaukee River water current was fast-moving due to the high-water level.

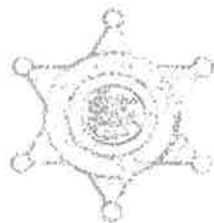
Officer Weiland, you assisted in the successful recovery of the female holding on to a tree by securing the Belvidere Police Department's rescue rope on to Officer Brandon Parker's waist with a proper knot to reduce the risk of Officer Parker from floating down the river while attempting to swim to the female through the fast-moving current of the river. You also assisted in pulling Officer Parker and the female to the shore.

Your actions resulted in the successful team effort of saving a human life.

In recognition of your actions, you are presented with the Belvidere Police Department Life Saving Service Award.

SW/sd

Cc: DC Gardner
DC Wallace
Sergeant Ball
Personnel File



BELVIDERE
POLICE

Matthew Wallace
Deputy Chief—Investigations

Shane Woody
Chief of Police

Patrick Gardner
Deputy Chief—Patrol

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

TO: Officers: Michelle Schwartz, Julie Schutz, Jonathan Kaplan

FROM: Chief Shane Woody

DATE: July 27, 2020

RE: Life Saving Award

On Monday, May 25, 2020 at approximately 4:35 pm, Belvidere City Officers were dispatched to the 800 block of N. Appleton Road for a report of a female that was holding on to a tree after the kayak she was in overturned while kayaking on the Kishwaukee River. The female was located clinging to a tree branch in the Kishwaukee River west of the VFW. The Kishwaukee River water current was fast-moving due to the high-water level.

Officers, you assisted in the successful recovery of the female holding on to the tree by assisting other Belvidere City Officers in securing the Belvidere Police Department rescue rope on shore that was secured to Officer Brandon Parker's waist while he swam through the fast-moving current of the Kishwaukee River to retrieve the female holding on to the tree. You also assisted in pulling Officer Parker and the female to the shore with the rescue rope.

Your actions resulted in the successful team effort of saving a human life.

In recognition of your actions, you are presented with the Belvidere Police Department Life Saving Service Award.

SW/sd

Cc: DC Gardner
DC Wallace
Sergeant Ball
Personnel File



**BELVIDERE
FIRE
DEPARTMENT**

123 S. State St.
Belvidere, IL 61008

Fire Chief and Administration Offices

(815)544-2242

Fax (815)544-2278

To:	Mayor Chamberlain & City Council	Today's Date:	July 22, 2020
From:	Chief Hyser	Effective Date:	July 27, 2020
Subject:	Public Safety: Agenda – St.#1 Upstairs Remodel (Flooring)		

The Belvidere Fire Department's Station #1 upstairs remodeling has been on hold while we obtained quotes to restore the original wood flooring. Six contractors have been contacted and three have provided quotes.

Copies of the three quotes are attached. After researching reviews it is my recommendation to accept the low bid of \$3,300 from J and J Hardwood Flooring.

Motion: To accept the quote of \$3,300 from J & J Hardwood Flooring. The expense will come out of the building repair/maintenance line item #01-5-220-6010.

Chief Al Hyser

J&J Hardwood Floors

Jason McGuire

1143 Aura Dr. Rockford, IL 61108

815-905-4030

Invoice

Name Of Customer: Chief Al Hyser (Belvidere Fire Dept)

Address: 123 S. State St. Belvidere, IL

Job Performed: Patch, Sanding, Refinishing

Date Of Job: TBD

Total Square Foot: 1130 sq ft

Total Price For Job: \$3300.00

Deposit Amount And Date Paid: TBD

Final Payment Amount And Date Of Payment: TBD

BLUE RIBBON PREMIER HARDWOODS

blueribbonhardwoods12@gmail.com (WEB) www.blueribbonhardwood.com

327 Kenilworth Dr
Rockford, Il 61108

815-282-4295 815-670-8851
Date: 7-14-2020

Client: Belvidere Fire Dept
123 So State Street
Belvidere, Il 61008

Jobsite: Same
815-262-7711
(e) ddrall@belviderefire.com

Description: Repair 3 areas of floor with new 3 1/4" x 1" pine flooring. Sand seal and finish 3 offices and meeting room upstairs.

Refinish X Screen Install Repair X Sheen: Satin Stain: Natural

All agreements are contingent upon any accidents or delays beyond our control. **Any non-payment for services rendered or non-sufficient fund checks will result in a lien upon said property where service is performed, in addition to the cost of court collection and legal fees. No out of state checks will be accepted.** Proposals are good for a period of 60 **days** from issue. Existing refinishes are **not** color match guaranteed with older finishes on existing floors due to sunlight or element deepening. Installer not responsible for manufacture defects in flooring or freezing of product from shipper. Payment outlined as follows: **Deposit at start of job and balance due upon day of completion. ***All checks for special order wood will require 10 or more days to clear prior to wood being ordered. Blue Ribbon does not carry any warranty on the wood itself other than those provided by the manufacturer.**

Blue Ribbon Hardwoods respectfully submits this bid in the amount of \$ 4100.00

Deposit 2050.00 BALANCE DUE **DAY OF COMPLETION** \$ 2050.00

ck# _____ ck# _____

The above price, specifications and conditions are satisfactory and hereby accepted.

Signed and dated this _____ Day of _____ 2020

X _____ Start Authorization

X _____ Job Completed and Approved

WINNER BEST OF ROCKFORD 2018 & 2019

5 Consecutive Superior Service Awards from Angie's List

A+ Consistently Complaint Free Record at BBB

Thank-You!

Our Greatest Compliment is your Referral

*******This is your receipt when completed with payment noted paid in full *******



Biggs Floors

STEVE REILLY
Phone/Fax 815.397.7250

SANDING AND REFINISHING
INSTALLATION OF HARDWOOD FLOORS
615 Fourteenth Street
Rockford, IL 61104

ESTIMATE

NAME	Barbara Eric Day	DATE	6-30-18
STREET	123 State ST	JOB LOCATION	Chris
CITY/STATE	Rockford IL	JOB CONTACT	Dan
PHONE		CONTACT PHONE	262-7711
JOB DESCRIPTION	Oak Refinish Polynesian		
NUMBER OF ROOMS	3 Living Floor		
FLOOR AGE TO BE COMPLETED	10yrs		
WOOD THICK			
SPECIAL INSTRUCTIONS	Repair 3 1/2 x 4 1/2 Daisy Fur		
INSTALLATION DESCRIPTION	3 coats Polynesian		
WIDTH / KIND	3000 Coat	1780	
IN FLOOR			
WOOD TYPE			
TRIM			
FOOTAGE TO BE COMPLETED			
SPECIAL INSTRUCTIONS			
TOTAL			\$4,540.00

\$3360.00

\$400.00

ALL MATERIALS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE CHARGED TO THE CLIENT. ONLY WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.

FINAL PAYMENT DUE UPON COMPLETION OF SERVICE. DEPOSIT DUE ON ALL INSTALLATIONS.

THANK YOU!
WE APPRECIATE YOUR BUSINESS





**BELVIDERE
FIRE
DEPARTMENT**

123 S. State St.
Belvidere, IL 61008

Fire Chief and Administration Offices

(815)544-2242

Fax (815)544-2278

To:	Mayor Chamberlain & City Council	Today's Date:	July 21, 2020
From:	Chief Hyser	Effective Date:	July 27, 2020
Subject:	Belvidere Public Safety: Agenda – EMA Air Truck		

The Belvidere Fire Department would like to support our local Emergency Management Agency (EMA) in their efforts to purchase a new/used air truck. This air truck will be utilized by all fire agencies in Boone County. The new/used vehicle will replace the older unsafe vehicle these dedicated volunteers now use.

EMA is asking for \$12,000 from all Boone County Fire Agencies to purchase this vehicle. Belvidere Fire Department's portion will come from the remaining General Mills Public Safety Grant of \$10,164.91 and the balance of \$1835.09 from the Repairs/Maintenance -Vehicles line #01-5-220-6030.

Motion: To pay \$12,000 for the combined purchase of the EMA Air Truck.


Chief Al Hyser



Boone County Emergency Management
615 North Main St Belvidere, IL 61008
815-494-8659 Dan Zaccard
Zaccard@Boonecountysheriff.com

Dear Chiefs, Alderman and Trustees:

As you may be aware, the Emergency Management Agency (EMA) Air Truck responds to all fires, water rescue calls and hazardous materials incidents in Boone County. This is an asset that I wish I knew existed when I was with the Rockford Fire Department. This dedicated group of volunteers with their 1988 truck, will go to any emergency or training and fill air tanks as needed.

This is extremely valuable for the Belvidere/Boone County Fire Service in that it relieves each department of having their own air vehicle and having to dedicate personnel to fill bottles. For example, this air truck filled multiple SCUBA tanks at a recent dive event looking for evidence in the Kishwaukee River. It filled 51 SCBA tanks at the recent anhydrous ammonia leak at Dean Foods. It filled 22 SCBA tanks at a recent deadly house fire.

It was at this latest incident that I drove this vehicle. First, it is very hard to start and then it smokes terribly. It literally took two hands to move the gear shift from neutral to drive. When you apply the brakes, it pulls hard to the right and takes longer than it should to stop. I am very concerned about the safety of my volunteers while driving this vehicle and I feel that it has "outlived" its life.

I have done a lot of searching for a different vehicle and feel I have found the perfect replacement. It is not new; in fact, it is a model year 1995 and is in excellent condition. The price is \$50,000 and it will then take roughly \$15,000 to reconfigure the inside for our purpose. The problem is that the county does not have any extra money for this project.

I have approached the Sheriff with this issue, and he was already aware of it. My proposed solution is for the Belvidere Fire Department, Poplar Grove Fire District #1, Boone County Fire District #2, Capron Fire District #3, and the Sheriff's Department to split the cost at \$12,000.00 each. EMA would continue to pay the fuel and maintenance of the Air Truck. This would be a one-time expenditure for each of the fire departments, but it will last for the foreseeable future.

The sheriff and I feel very strongly about this and would go to any meeting or forum to explain why this is good for the entire county.

Sincerely,

Dan Zaccard
Boone County EMA



BELVIDERE FIRE DEPARTMENT

RED X PROGRAM

The Red X Program is designed to let firefighters know that a building has significant structural or interior hazards that warrant extreme caution during firefighting efforts.

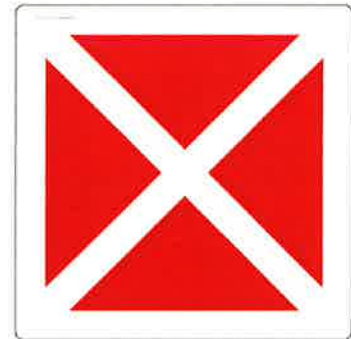
For identification of these buildings, placards will be placed in accordance with the 2015 International Fire Code, Section 311.5 (adopted by the City of Belvidere)

311.5.1 Placard Location. Placards ("Red X" signs) shall be applied on the front of the structure and visible from the street.

311.5.4 Placard Symbols.

This Symbol shall mean that structural or interior hazards exist to a degree that consideration should be given to limit firefighting to exterior operations only, with entry occurring only for known life hazards.

311.5.5 Informational Use. The use of these symbols shall be informational only and shall not in any way limit the discretion of the on-scene incident commander.



Examples of hazards that could warrant the "Red X" designation:

- Vacant or abandoned
- Condemned by City of Belvidere Building Department
- Significant code violations
- Previous fires
- Significant health issues
- Other situations that poses an unnecessary risk to firefighters or other responders

What the Red X Program is:

- a system to warn firefighters of known hazards

What the Red X Program is NOT:

- an order to never enter a building

City of Belvidere
Fiscal Year 2021 Revenue Comparables

	May		June		July		August	
	FY 20	FY21	FY 20	FY21	FY 20	FY21	FY 20	FY21
Sales Tax	240,186.74	252,353.64	296,066.80	268,102.42	303,546.13	259,671.71	333,364.62	
HR Sales Tax	70,926.50	74,528.59	91,767.14	76,432.95	93,778.00	73,928.81	105,288.43	
Local Use Tax	61,790.12	63,599.00	70,244.49	80,901.88	66,487.44	85,646.18	66,774.70	
Income Tax	513,782.01	257,949.15	160,452.13	159,776.37	239,952.10	253,718.26	172,005.06	
Local Motor Fuel Tax	47,360.50	29,363.85	51,728.94	37,507.45	47,762.98	40,100.83	56,316.14	
MFT	56,631.29	45,448.80	51,899.04	35,676.66	47,312.88	35,345.97	59,138.45	
Transportation Tax	N/A	30,432.99	N/A	24,405.02	N/A	26,469.60	N/A	
Court Fines	16,790.70	8,883.89	27,536.75	7,979.36	23,387.08	13,611.90	17,924.79	
Video Gambling	34,627.33	18,345.82	30,800.00	0.00	29,231.12	0.00	33,002.39	
	1,042,095.19	780,905.73	780,495.29	690,782.11	-11.5%	851,457.73	788,493.26	-7.4%

Note: The FY 20 May Income Tax Payment was an anomaly due to much higher corporate and individual income tax revenues in April 2019.

Gas Utility Tax

FY 21

	May	June	July	September	October	November	December	January	February	March	April
Municipal Gas Use Tax	N/A	\$ 44,174.25									
Municipal Tax	\$ 30,451.60	\$ 26,669.07									
Monthly Total:	\$ 30,451.60	\$ 70,843.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Note: Azavar receives 18% of the municipal gas use tax for 36 month

Memo

To: City Council

From: Mike Drella

cc:

Date: July 21, 2020

Re: Annexation of Belvidere Cemetery

The Belvidere Cemetery requests annexation of the portion of the cemetery that is in unincorporated Boone County to the City of Belvidere. They desire to construct new office space and wish to connect to the City's water and sewer system. In light of the non-profit nature of the cemetery and the fact that the cemetery is the de-facto township cemetery for Belvidere Township, we recommend waiving most impact fees etc. so long as the property continues to be used for cemetery purposes.

RECOMMENDATION:

- 1) Motion to approve and forward to City Council the Annexation Agreement between the City of Belvidere and the Cemetery Association of Belvidere.
- 2) Motion to approve and forward to City Council an ordinance annexing the territory commonly known as the Belvidere Cemetery.

ORDINANCE #
AN ORDINANCE ANNEXING CERTAIN TERRITORY
LYING EAST OF FAIRGROUNDS ROAD
AND SOUTH OF THE PRAIRIE FIELDS PARK
AND COMMONLY KNOWN AS
THE BELVIDERE CEMETERY
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 day of
_____, 2020.

Approved:

Mayor

Attest:

City Clerk

Ayes:

Nays:

Absent: .

Date Approved:

Date Published:

Prepared By / Return To:
Michael S. Drella
City Attorney
City of Belvidere
119 South State Street

EXHIBIT A

Part of the Southeast Quarter of Section 23 and part of the Southwest Quarter of Section 23, all in Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows; Commencing at the Southwest corner of the Southeast Quarter of said Section 23, thence North 00 degrees 55 minutes 18 seconds East, along the West line of the Southeast Quarter of said Section, a distance of 254.0 feet to its intersection with the North line of the South 254 feet of the Southeast Quarter of the Southwest Quarter of said Section 23; thence North 89 degrees 56 minutes 32 seconds West, along said line, a distance 40.0 feet to the westerly right-of-way line for Fairgrounds Road, as now laid out and used, and to the point of beginning for the following described Parcel; thence North 00 degrees 55 minutes 18 seconds East, along said right-of-way line, a distance of 735.70 feet to its intersection with the westerly extension of the North line of premises conveyed to the Cemetery Association of Belvidere by Warranty Deed recorded as Document No. 97-2993 in the Recorder's Office of Boone County, Illinois; thence South 89 degrees 56 minutes 36 seconds East, along said line and along the North line of said premises conveyed to the Cemetery Association of Belvidere, a distance of 331.74 feet to the Southwest corner of premises conveyed to the Cemetery Association of Belvidere by Corporation Deed recorded as Document No. 03 R16773 in said Recorder's Office; thence North 01 degrees 01 minutes 24 seconds East, along the West line of the last described conveyance, a distance of 159.07 Feet to the Northwest corner thereof; thence South 89 degrees 56 minutes 32 seconds East, along the North line of the last described conveyance, a distance of 1755.91 feet to the Northeast corner thereof; thence South 00 degrees 49 minutes 28 seconds West, along the East line of the last described conveyance and said East line extended to the South, a distance of 266.79 feet; thence North 89 degrees 56 minutes 32 seconds West, a distance of 242.33 feet; thence South 00 degrees 49 minutes 36 seconds West, a distance of 383.74 feet; thence South 89 degrees 50 minutes 39 seconds East, a distance of 139.64 feet to the former West right-of-way line of that part of vacated Chicago Street; thence South 00 degrees 49 minutes 20 seconds West, along said line and along the West right-of-way line of said Chicago Street, a distance of 464.97 feet to the North right-of-way line for East Marshall Street; thence North 89 degrees 56 minutes 36 seconds West, along the North right-of-way line for said East Marshall Street, a distance of 165.11 feet to an angle point in said right-of-way; thence South 54 degrees 46 minutes 23 seconds West, along the Northwesterly right-of-way line for said East Marshall Street, a distance of 57.17 feet to the South line of the Southeast Quarter of said Section 23; thence North 89 degrees 56 minutes 32 seconds West, along the South line of the Southeast Quarter of said Section 23, a distance of 1445.85 feet to the Southeast corner of premises conveyed to Everett E. Worrell by Warranty Deed in Trust recorded as Document No. 94-6246 in said Recorder's office; thence North 01 degrees 01 minutes 20 seconds East, along the East line of said premises conveyed to Worrell, a distance of 220.00 feet to the Northeast corner thereof; thence North 89 degrees 56 minutes 36 seconds West, along the North line of said premises conveyed to Worrell, a distance of 250.00 feet to the Northwest corner thereof and to the East right-of-way line for said Fairgrounds Road; thence North 01 degrees 01 minutes 20 seconds East, along said right-of-way line, a distance of 34.0 feet; thence North 89 degrees 56 minutes 32 seconds West, a distance of 80.4 feet, more or less to the point of beginning; situated in the County of Boone and the State of Illinois; containing 48.69 Acres, more or less.

EXHIBIT B

PLAT OF ANNEXATION

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 the Cemetery Association of Belvidere, (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, in each instance in which the term the "Owner(s)" is used in this Agreement, it
shall be deemed to refer to the Owner(s) and any person or entity then holding title to the
Property, including Owner(s) and its successors in title to 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 City.
Owner(s) desires to annex the Property to the City and the City and Owner(s) desire to enter into
an annexation agreement pursuant to 65 ILCS 5/11-15.1-1 Et Seq., of the Illinois Municipal
Code; 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 preliminary site plan is attached hereto as Exhibit "C" which is incorporated herein subject to the provisions of this Agreement; and

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

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

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

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

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

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

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

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

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
2. Annexation.
 - A. Prior to or upon execution of this Agreement, the Owner(s) shall file an appropriate Petition to annex the Property to the City subject to the terms of this Agreement. The
 - B. 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. The City Council shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement.
3. City Zoning. Owner agrees that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. Further, Owner agrees that the following conditions and covenants shall apply to the Property and shall be made a part of all final plats and run with the land:

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

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

4. Sanitary Sewer Service. The City will allow Owner to extend and connect to the City-operated sanitary sewer system according to the preliminary design plan and specifications shown on the attached Exhibit "D" which is incorporated herein. Prior to commencing construction, Owner(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 issuance of any building permit 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 in effect at the time of permit issuance. In the event sanitary sewer is not available at the time a structure is constructed, or for structures currently existing on the Property, Owner(s) shall, prior to extending or connecting to the City's Sanitary Sewer System, pay any normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy in effect at that time.

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 issuance of a building permit and 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 in effect at the time of permit issuance. In the event the City water system is not available at the time a structure is constructed, or for structures currently existing on the Property, Owner(s) shall, prior to extending or connecting to the City's Sanitary Sewer System, pay any normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy in effect at that time. Owner(s) shall do all steps necessary to disconnect the Property from any other unit of local government providing water service.

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

7. Plats of Subdivision. Except as otherwise set forth herein, Owner(s) agrees that all construction on the Property will be in accordance with the Belvidere Municipal Code,

including but not limited to the City's Building Codes, Subdivision Codes and Zoning Codes, as amended and in effect at the time of issuance of building permit or other relevant permit. The Owner(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 either the Preliminary Plat or the Final Plat of Subdivision.

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

B. Owner(s) agrees that any future development of the Property will be developed as a Planned Community Development as set forth in the City of Belvidere Municipal Code.

Owner(s) agrees that, unless provided otherwise herein, this Agreement shall not be considered as approval of any preliminary or final plat. 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.

C. 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 and sewer and water mains, within eighteen (18) months of approval of a final plat of subdivision or PCD. 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 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 and in accordance with the plans and specifications approved by the City at the time of its development.

9. Off-Site Improvements. All off-site improvements shall be in compliance with the Belvidere Municipal Code, including but not limited to the Subdivision Ordinance and any other directives from the City and shall be constructed in accordance with the specifications and preliminary design plan shown on the attached Exhibit "I" which is incorporated herein and any approved final plat. Prior to commencing construction, Owner(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 shall not commence construction until final engineering plans

are approved by Public Works and all other applicable agencies. To the extent the off-site improvements constructed by Owner(s) benefit other properties, the Parties agree to negotiate a recapture agreement wherein Owner(s) shall be entitled to recoup a pro-rata share of the expenses associated with constructing such off-site improvements.

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 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 this annexation, Annexation Agreement, zoning, platting and development of the Property including, but not limited to the time of in-house staff. Similarly, Owner agrees to pay the City's costs of enforcing this agreement or any applicable zoning ordinance or other City ordinance or code with respect to the development of the Property, including but not limited to the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement.

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

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

14. Maintenance:

A. Winter Maintenance. Until the streets in any platted phase of the Property are accepted by the City, the City shall have no obligation to keep them plowed of ice and snow. It is agreed that for any platted phase that shall be or is likely to be occupied, in whole or in part, between November 15 and April 30 of the following year, the Parties may enter into a sub-

agreement by which they City, subject to availability of equipment and personnel, would be responsible for the removal of ice and snow within such phases. If the Parties do not enter into such a sub-agreement, the Owner(s) shall be responsible for the removal of snow and ice.

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

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

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

17. Amendment. The Parties agree that this Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by adoption of a resolution by the City approving said amendment as provided by law, and the execution of said amendment by the parties or their successors in interest. Provisions which vary the standard terms of this

Agreement are located in Exhibit "K" which is incorporated herein and shall contain a separate signature of the parties.

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

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

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

If to Owner: Cemetery Association of Belvidere
1121 N. Main Street
Belvidere, IL 61108

With a Copy to: Michael G. Schultz
Reno & Zahm LLP
2902 McFarland Road, Suite 400
Rockford, IL 61107

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

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

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

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

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

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

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

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

26. Disconnection. If the property fails to become annexed to the City for any reason or if the property is annexed into another municipality, the City shall have the right to immediately, without notice, disconnect the sanitary sewer service and the water service permitted under this Agreement. The City shall provide Owner(s) sixty (60) days' notice prior to disconnection for purposes of failure to annex or annexation to another municipality. 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 Michael W. Chamberlain

ATTEST:

City Clerk

OWNERS:

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

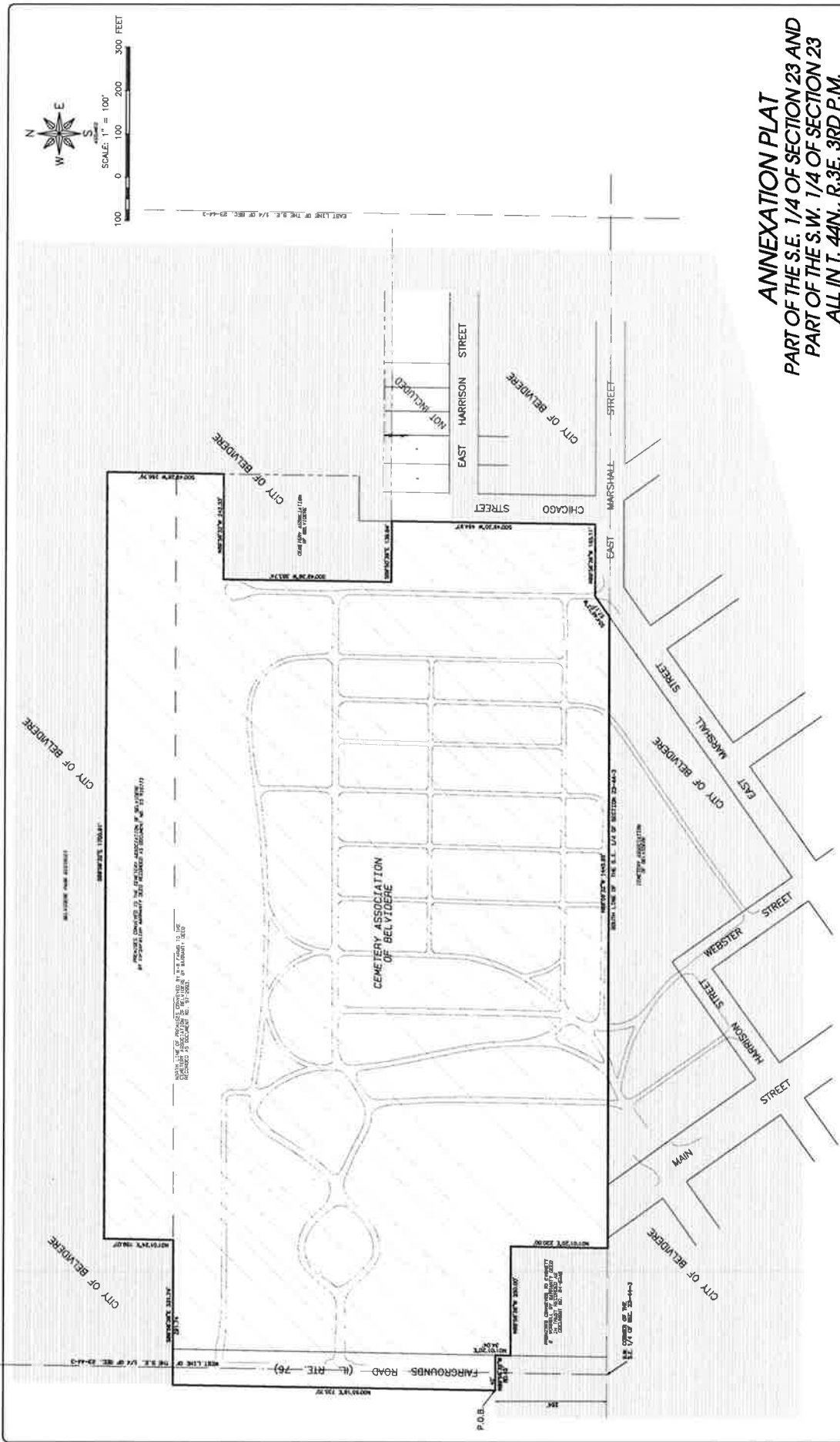
L) PLANNED COMMUNITY DEVELOPMENT

EXHIBIT A
LEGAL DESCRIPTION

ANNEXATION LEGAL

Part of the Southeast Quarter of Section 23 and part of the Southwest Quarter of Section 23, all in Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows; Commencing at the Southwest corner of the Southeast Quarter of said Section 23, thence North 00 degrees 55 minutes 18 seconds East, along the West line of the Southeast Quarter of said Section, a distance of 254.0 feet to its intersection with the North line of the South 254 feet of the Southeast Quarter of the Southwest Quarter of said Section 23; thence North 89 degrees 56 minutes 32 seconds West, along said line, a distance 40.0 feet to the westerly right-of-way line for Fairgrounds Road, as now laid out and used, and to the point of beginning for the following described Parcel; thence North 00 degrees 55 minutes 18 seconds East, along said right-of-way line, a distance of 735.70 feet to its intersection with the westerly extension of the North line of premises conveyed to the Cemetery Association of Belvidere by Warranty Deed recorded as Document No. 97-2993 in the Recorder's Office of Boone County, Illinois; thence South 89 degrees 56 minutes 36 seconds East, along said line and along the North line of said premises conveyed to the Cemetery Association of Belvidere, a distance of 331.74 feet to the Southwest corner of premises conveyed to the Cemetery Association of Belvidere by Corporation Deed recorded as Document No. 03 R16773 in said Recorder's Office; thence North 01 degrees 01 minutes 24 seconds East, along the West line of the last described conveyance, a distance of 159.07 Feet to the Northwest corner thereof; thence South 89 degrees 56 minutes 32 seconds East, along the North line of the last described conveyance, a distance of 1755.91 feet to the Northeast corner thereof; thence South 00 degrees 49 minutes 28 seconds West, along the East line of the last described conveyance and said East line extended to the South, a distance of 266.79 feet; thence North 89 degrees 56 minutes 32 seconds West, a distance of 242.33 feet; thence South 00 degrees 49 minutes 36 seconds West, a distance of 383.74 feet; thence South 89 degrees 50 minutes 39 seconds East, a distance of 139.64 feet to the former West right-of-way line of that part of vacated Chicago Street; thence South 00 degrees 49 minutes 20 seconds West, along said line and along the West right-of-way line of said Chicago Street, a distance of 464.97 feet to the North right-of-way line for East Marshall Street; thence North 89 degrees 56 minutes 36 seconds West, along the North right-of-way line for said East Marshall Street, a distance of 165.11 feet to an angle point in said right-of-way; thence South 54 degrees 46 minutes 23 seconds West, along the Northwesterly right-of-way line for said East Marshall Street, a distance of 57.17 feet to the South line of the Southeast Quarter of said Section 23; thence North 89 degrees 56 minutes 32 seconds West, along the South line of the Southeast Quarter of said Section 23, a distance of 1445.85 feet to the Southeast corner of premises conveyed to Everett E. Worrell by Warranty Deed in Trust recorded as Document No. 94-6246 in said Recorder's office; thence North 01 degrees 01 minutes 20 seconds East, along the East line of said premises conveyed to Worrell, a distance of 220.00 feet to the Northeast corner thereof; thence North 89 degrees 56 minutes 36 seconds West, along the North line of said premises conveyed to Worrell, a distance of 250.00 feet to the Northwest corner thereof and to the East right-of-way line for said Fairgrounds Road; thence North 01 degrees 01 minutes 20 seconds East, along said right-of-way line, a distance of 34.0 feet; thence North 89 degrees 56 minutes 32 seconds West, a distance of 80.4 feet, more or less to the point of beginning; situated in the County of Boone and the State of Illinois; containing 48.69 Acres, more or less.

EXHIBIT B
ANNEXATION PLAT



ANNEXATION PLAT
PART OF THE S.E. 1/4 OF SECTION 23 AND
PART OF THE S.W. 1/4 OF SECTION 23
ALL IN T. 44N., R.3E. 3RD P.M.

FEHR GRAHAM ENGINEERING & ENVIRONMENTAL <small>ILLINOIS EXPIRES FEB. 15, 2025</small> <small>© 2013 Fehr, Graham</small>	ILLINOIS IOWA WISCONSIN	OVERSEER: CELIA JOHNS, MANVILLE LAW OFFICES 600 S. STATT STREET BELVIDERE, IL	PROJECT AND LOCATION: BELVIDERE CEMETERY BELVIDERE, ILLINOIS BOONE COUNTY	DRAWN BY: DLK FIELD NO.: 04/03/2020 DATE: 04/03/2020 SCALE: 1" = 100'	REVISIONS NO. DESCRIPTION 1. 04/03/2020	JOB NUMBER: 20-347 SHEET NUMBER:
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EXHIBIT C
SITE PLAN

EXHIBIT D
PRELIMINARY SEWER PLAN

A Sanitary Sewer Plan shall be submitted to the City, for City approval:

1. At the time Owner(s) elect to extend the City Operated Sewer System to the Property; or
2. Prior to any application for building or construction permit, construction or development upon the Property.

EXHIBIT E

SEWER FEES

Owner shall pay the Sewer Connection Fees, applicable recapture fees and other fees of general applicability, at the rate then in effect, prior to connection of any structure to the City's sewer system.

EXHIBIT F PRELIMINARY WATER DESIGN PLAN

A Water Design Plan shall be submitted to the City, for City approval:

1. At the time Owner(s) elect to extend the City Operated Water System to the Property; or
2. Prior to any application for building or construction permit, construction or development upon the Property.

EXHIBIT G

WATER FEES

Owner shall pay the Water Connection Fees, applicable recapture fees, and other fees of general applicability, at the rate then in effect, prior to connection of any structure to the City's water system.

EXHIBIT H
PRELIMINARY PLAT

A Preliminary Plat and Final Plat shall be submitted prior to any subdivision or development of the Property for other than Cemetery and related uses. No construction or development shall occur prior to City approval of any applicable plat of subdivision of planned development. All future development of the property shall be pursuant to a Planned Development.

EXHIBIT I
OFFSITE IMPROVEMENTS

Offsite improvements, if any, will be constructed pursuant to City Ordinance and applicable statutes and regulations in effect at the time they are constructed or required pursuant to any Planned Development, Plat of Subdivision or reconstruction of any highway or street.

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 execution of this Agreement. The Parties agree that the Owner(s), 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. The fees identified as numbers 6, 7 and 8 below shall be paid at the time of building permitting at the then current rates. 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.

- 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 Sewer Planning and Expansion: \$50.00/acre
- 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, its share of any applicable recapture fee or other development fee adopted by the City or as set forth in this Agreement.

EXHIBIT K

MODIFICATIONS TO STANDARD AGREEMENT

- 1) The parties agree that the Property shall only be used for cemetery, and related ancillary uses (such as office space for the cemetery, storage facilities etc.) during the term of the Annexation Agreement Related ancillary uses shall also include agricultural/crop farming for those portions of the property that have not yet been developed for cemetery related uses.
- 2) Section 7 of the Annexation Agreement, Plats of Subdivision, shall not apply to this Agreement unless the Owner(s) seek to subdivide any part of the Property or seeks to use the Property for anything other than the purposes set forth in subsection 1 above.
- 3) Section 11 of the Annexation Agreement, Legal, Engineering and Planning Costs is modified to provide that Owner(s) shall not be required to pay the cost of City's in-house staff time in consideration of this Annexation Agreement or the Annexation of the Property. Owner(s) shall reimburse the City for any consultant or other costs, if any.
- 4) Section 14 of the Annexation Agreement, Maintenance, shall not apply to this Agreement unless the Owner(s) seek to use the Property for other than the purposes set forth in subsection1 above. The Owner(s) shall remain solely responsible for the maintenance of the Property, including but not limited to any streets or drives upon the Property.
- 5) Owner(s) shall not be required to pay exaction fees numbers 1 (Tornado Siren Capital Improvements), 2 (Bike Path and Capital Improvements), 3 (well Site Reservoir Planning and Improvements), 4 (Sewer Planning and Expansion), 6 (police, fire and Public Works), 7 (Land Cash Fees), 8 (Ida Public Library) and 9 (Storm Water Planning and Expansion) unless the Property is developed, by agreement between the City and Owner(s), for other than the uses set forth in subsection1 above.
- 6) The City agrees to waive building permit and fire department inspection and plan review fees associated with the construction of new office space for the first three (3) years of this Agreement.
- 7) The City further agrees to waive the \$5400.00 annexation fee imposed by section 15-10(f) of the City of Belvidere Municipal Code.

City: City of Belvidere,
an Illinois Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

OWNERS:

Cemetery Association of Belvidere
(Being the owners of the property
and currently fifty one percent of the
electors.)

By: _____

Its President

before me this _____ day,
of _____, _____.

Notary Public

EXHIBIT L

PLANNED COMMUNITY DEVELOPMENT CONCEPT

Any future development, unrelated to the current cemetery uses, of Property shall be pursuant to a Planned Development pursuant to the City of Belvidere Municipal Code.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 7/21/2020
Re: 2020 MFT Thermoplastic Pavement Striping Bid Tabulation

The following bids were opened today for the 2020 MFT Thermoplastic Pavement Striping Contract:

- | | |
|-------------------------------------------------------------------|-------------|
| 1. A.C. Pavement Striping
695 Church Road
Elgin, IL 60123 | \$12,593.35 |
| 2. Precision Pavement Markings
P.O. Box 705
Elgin, IL 60121 | \$16,103.80 |

The estimate for this work was \$12,590.00.

I would recommend approval of the low bid from A.C. Pavement Striping, in the amount of \$12,593.35, for the 2020 MFT Thermoplastic Pavement Striping Project, subject to IDOT approval. This work will be paid for from MFT Funds.

MEMO

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Subject: MFT Street Overlay Bid Tabulation
Date: July 21, 2020

The following bids were opened today for the 2020 MFT Street Overlay Program:

- | | |
|-----------------------------------------------------------------------------------|--------------|
| 1. Rock Road Companies
P.O. Box 1779
Janesville, WI 53547 | \$524,902.00 |
| 2. William Charles Construction Co
833 Featherstone Road
Rockford, IL 61107 | \$549,700.40 |
| 3. Schroeder Asphalt Services, Inc
P.O. Box 831
Huntley, IL | \$650,646.00 |
| 4. Curran Contracting
286 Memorial Court
Crystal Lake, IL 60014 | \$672,920.00 |

The engineer's estimate for this work was \$650,060.00.

I would recommend approval of the low bid from Rock Road Companies, in the amount of \$524,902.00, for the 2020 MFT Street Overlay Program, subject to IDOT approval. This work will be paid for from MFT Funds.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 7/21/2020
Re: High School and Bellwood Ponds Bid Tabulation

The following bids were opened today for the High School and Bellwood Ponds Project:

- | | |
|--------------------------------------------------------------------------------------|--------------|
| 1. Fischer Excavating, Inc
1567 N Heine Rd
Freeport, IL 61032 | \$390,970.08 |
| 2. Northern Illinois Service Co
4781 Sandy Hollow Road
Rockford, IL 61109 | \$398,937.45 |
| 3. N-TRAK Group
1523 Windsor Road
Loves Park, IL 61111 | \$437,908.85 |
| 4. Martam Construction, Inc
1200 Gasket Drive
Elgin, IL 60120 | \$443,860.40 |
| 5. H Linden & Sons Sewer and Water, Inc
722 E South St
Plano, IL 60545 | \$498,138.00 |
| 6. Stenstrom Excavation & Blacktop Group
2422 Center Street
Rockford, IL 61108 | \$546,013.30 |

The Capital Fund includes \$600,000 for this work.

I would recommend approval of the low bid from Fischer Excavating., in the amount of \$390,970.08, for the High School and Bellwood Ponds Project. This work will be paid for from Capital Funds and Grant Funds.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: July 22, 2020
Re: Demolition of 407 West Madison Street

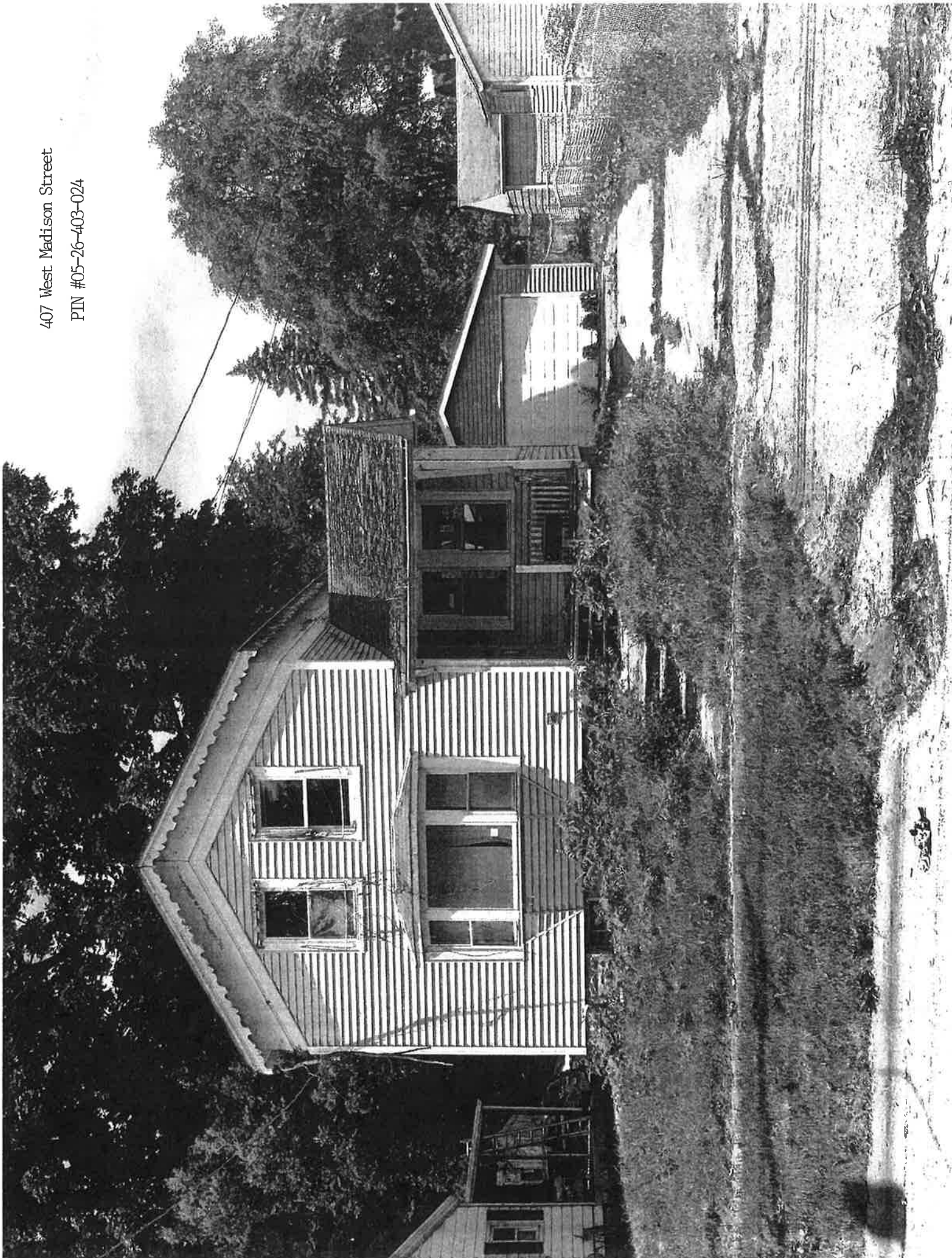
The City has taken ownership of the vacant property located at 407 West Madison Street.

The Building Director has completed an inspection of the single-family residence located on the property and has determined that the cost to make the necessary repairs to the structure would exceed more than 50% of the value of the property and therefore recommends that the structure be removed. This property was included in the Illinois Housing Development Authority Grant that the City received for abandoned residential property relief, and all costs associated with the demolition work will be paid for by the grant.

I would recommend that the City go to bid for the demolition of 407 West Madison Street.

407 West Madison Street

PTN #05-26-403-024



Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 7/22/2020
Re: Prairie Place Lift Station – Generator Installation

The Wycliffe Lift Station Upgrade Project is nearly complete. That project included the installation of a new larger standby generator. Our plan is to install the original Wycliffe generator and switch gear at our Prairie Place lift station.

We have received the following proposals for completing the necessary electrical work for the generator installation at the Prairie Place lift station:

- | | |
|-------------------------------------------------------------------------|-------------|
| 1. Engel Electric Co
1514 W 4 th St
Sterling, IL 61081 | \$6,889.00 |
| 2. Dixon Commercial Electric
P.O. Box 586
Dixon, IL 61021 | \$9,615.00 |
| 3. Morse Electric
1390 Gateway Blvd
Beloit, WI 53511 | \$27,500.00 |

I would recommend approval of the proposal from Engel Electric, in the amount of \$6,889.00, for the Prairie Place lift station electrical work. This work will be paid for from the Sewer Depreciation Fund.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 7/22/2020
Re: SCADA System Upgrade – Water Wells

The 2019 SCADA (Supervisory Control And Data Acquisition) System upgrade included the hardware controls (PLCs) for four wells and the master station. The main computer and software for our SCADA System is currently running on Windows 7 and is no longer maintained by Microsoft. We have received a proposal from Tri-R Systems, in the amount of \$19,100.00, to upgrade the system to Windows 10 (copy attached).

Due to the nature of this project, we did not advertise for bids. Tri-R Systems designed and installed the original SCADA system and has continued to provide maintenance and updates.

I would recommend approval of the proposal from Tri-R Systems in the amount of \$19,100.00 for updating the Water Department SCADA System to the Windows 10 operating platform. This work will be paid for from the water depreciation account.



SYSTEMS
INCORPORATED

1804 E. LINCOLN HWY. DEKALB, IL 60115
PHONE (815) 787-0830 FAX (815) 787-0930

June 19, 2020

*Re: City of Belvidere, Illinois
SCADA Upgrade*

Per your request, TRI-R Systems Incorporated is pleased to provide a proposal for the SCADA work for the Water System.

Scope of Work:

- Furnish and install Dell Optiplex 7080 tower with Windows 10 Pro 64 bit OS, i7-10700 (8 Cores/16MB/16T/2.9GHz to 4.8GHz/65W, 16GB ram, 512GB solid state hard drive and wireless keyboard/mouse
\$2,500.00
- Furnish and install latest version of Wonderware HMI Intouch on new computer for the water SCADA system.
Software license: \$9,300.00
Installation labor: \$2,600.00
- Furnish and install latest version of Win 911 auto dialer software.
Software license: \$2,700.00
Installation labor: \$2,000.00

Please call if you have any questions.

Sincerely,
TRI-R Systems Incorporated

Timothy C. Smith

Approval: _____

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 7/23/2020
Re: Primary Clarifiers Condition Report - WWTP

The equipment in the primary clarifiers at the WWTP were last updated in 1996 and are due for inspection and analysis. We have received a proposal from Baxter & Woodman, in an amount not-to-exceed \$9,600.00, to complete the inspection of both primary clarifiers and provide recommendations for rehabilitation and repairs (copy attached).

I would recommend approval of the proposal from Baxter & Woodman, in an amount not-to-exceed \$9,600.00, for the primary clarifiers condition report. This work will be paid for from Line Item #61-5-820-6190.

**CITY OF BELVIDERE, ILLINOIS
PRIMARY CLARIFIER CONDITION ASSESSMENT
ENGINEERING SERVICES
WORK ORDER**

ENGINEERS' PROJECT NO. 201087.30

Project Description:

Provide on-site condition assessment of the two primary clarifiers at Wastewater Treatment Plant and provide recommendations for rehabilitation and repairs as indicated in Attachment A.

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.

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 \$9,600.

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

By:

Charles G. Brummer

Title:

Vice President

Date:

July 9, 2020

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

By: _____

Title: _____

Date: _____

Additional Comments and Conditions: Project scope and estimated fee for assessment effort does not include installation of ground water drain system and monitoring wells if necessary, draining and cleaning of the clarifiers, providing ladder for safe access to complete inspections of clarifiers, non-destructive and destructive testing of concrete, material testing, specialized electrical or motor inspections, equipment manufacturer inspection fees, preparation of detailed final design documents, bidding services, or construction related services.

Scope of Services

1. PROJECT ADMINISTRATION

- A. Confer with City staff, from time to time, to clarify and define the general scope, extent and character of the Project.
- B. Plan, schedule, and control the activities necessary to complete the Project. These activities include but are not limited to budget, schedule, scope, and performance, along with coordination of inspections and emptying of clarifiers by City.

2. DATA COLLECTION AND INSPECTION

- A. Collect and review available original construction record documents, repair and maintenance records, and inspection reports.
- B. Perform a buoyancy check on the concrete clarifier tanks based on construction record drawings and available geotechnical investigation reports provided by the City.
- C. Perform confined space entry inspections on the two 60-foot diameter concrete clarifiers and clarifier equipment with assistance of manufacturer's representative, and access to bottoms of tank provided by the City. The clarifier inspections are limited to visual observation and do not guarantee or certify that the original construction and/or design of the structure complies with the requirements set forth in the latest edition of Building Codes and Standards. The scope of work excludes destructive and non-destructive testing.
- D. Identify, quantify, and photo document items needing repair, and determine items requiring further investigation.

3. CONDITION MEMOMORANDUM

- A. Develop recommendations and opinion of probable cost for items requiring repairs.
- B. Prepare and submit to City a memorandum with photo documentation of observations, repair recommendations, and estimate of probable project rehabilitation costs.

Project Schedule

Baxter & Woodman, Inc. shall be authorized to commence the Services set forth herein upon execution of this Agreement. Project tasks shall be completed according to the below schedule.

<u>Milestone</u>	<u>Date</u>
Authorization to Proceed	August 15, 2020
Clarifier Inspections	To Be Mutually Determined
Submit Letter Report to City	30 Days After Last Clarifier Inspection

Owner Responsibilities

In addition to other responsibilities of City set forth in this Agreement, City shall:

1. Furnish copies of available design drawings, specifications, equipment manufacturers' information, and maintenance records to augment existing information as needed.
2. Provide Baxter & Woodman, Inc. with secure ladder for safe access to complete interior inspections of primary clarifier tanks.
3. Inform Baxter & Woodman, Inc. whenever City observes or becomes aware of a Hazardous Environmental Condition, that may affect Baxter & Woodman, Inc.'s Scope of Services or time for performance.
4. Remove and isolate primary clarifiers from service, empty clarifiers, and clean and power wash interior concrete and steel surfaces, equipment, and appurtenances for confined space entry inspections. Primary clarifiers will be cleaned and available for inspections on two different days.
5. Install drain system designed to lower the ground water level and monitoring wells if necessary based on results of buoyancy analysis, if needed.
6. Provide one person at top of primary clarifiers to assist during field inspections, including alerting emergency responders, as needed.
7. Place clarifiers back in service.