



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

September 28, 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:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

- (A) Belvidere Fire Department – Lifesaving Recognition.
- (B) Belvidere Police Department - Gordon Neese \$1,500 Donation.
- (C) Belvidere Police Department - \$50,000 Donation for Body Worn Cameras.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

- (A) Sikich Audit Review.
- (B) Copier/Printer Contract – RFP's.

5. Other:

- (A) Greenview Estates – Online Billing/Payments.
- (B) 1000 Nettie Street – Window Replacement.
- (C) Municipal Parking Lot (Former Manley Lot) – Option to Purchase.
- (D) Public Works – Water System SCADA Generator.
- (E) Residential Development Incentives.

6. Adjournment:



**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:	September 22, 2020
From:	Chief Hyser	Effective Date:	September 28, 2020
Subject:	Belvidere Public Safety: Agenda – Recognition		

Belvidere Fire Department lifesaving recognition for FF Dan Drall
and FF Travis Tangye.

Chief Al Hyser

Belvidere Police Department



Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

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

Date: September 28, 2020

To: City Council

From: Chief Shane Woody

Re: Gordon Neese \$1500 Donation

Council members,

On July 2, 2020 I previously presented you and you approved accepting the donation of \$1500 from Gordon and Linda Neese.

Tonight, I am requesting to use that \$1500 dollars to help complete the first stage of the patrol rehabilitation project. The project will include additional storage units and cabinets, countertops, and installing an access door with key card access to our less lethal weapon area.

Motion: Approval to spend the \$1500 donation from Gordon and Linda Neese on the patrol rehabilitation project.

Respectfully,

A handwritten signature in blue ink, appearing to read "Shane Woody", with a large loop at the end.

Chief Shane Woody

Belvidere Police Department



Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

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

Date: September 28, 2020

To: City Council

From: Chief Shane Woody

Re: \$50,000 donation

I present to you a request to accept a \$50,000 donation to assist in the purchase of body worn cameras (BWC) for the Belvidere Police Department. The donor wishes to remain anonymous.

The Belvidere Police Command Staff are still in the testing and evaluation stage of the implementation process. However, the BWC's we are considering range in price from 100,000 – 380,000 dollars over a 5-year period. After we have had a chance to consider all 3 brands I will bring 3 bids to the council for consideration.

Motion: I would request a motion to approve accepting the \$50,000 donation to assist in the purchase of body worn cameras for the Belvidere Police Department.

Respectfully,


Chief Shane Woody



BELVIDERE, ILLINOIS

ESTABLISHED 1881

btobin@ci.belvidere.il.us

PHONE: 815-544-2612

FAX: 815-544-3060

BECKY TOBIN
BUDGET/FINANCE OFFICER
401 WHITNEY BLVD., STE. 100
BELVIDERE, IL 61008

September 23, 2020

To: Belvidere City Council
Mayor Chamberlain

From: Becky Tobin

RE: Copier/Printer Proposals

Dear Mayor and Aldermen:

Attached to this memo are the results of the copier RFP. I received six (6) proposals from area companies and six (6) different brands of copy machines. The participating vendors understand that the selection process considers price, customer service, references, and overall stability of the organization and their products.

I am requesting approval of the low proposal from Gordon Flesch which will include a 60-month lease of ten (10) Canon copy machines. I am confident that the Canon brand and the outstanding customer service provided by Gordon Flesch will be an excellent fit for the City. The City has had Canon products for the last 5 years and they have met our needs well. Gordon Flesch recently acquired the Boone County contract and the IT staff at the County are very impressed with the level of service and the products. I am anticipating an annually savings of more than \$3,000 with this new contract through Gordon Flesch compared to our current contracts with Martin Business Group and Marco. All the City machines will finally be under one contract.

Thank you.

Copier RFP September 2020

Vendor	Brand	Lease \$	\$ Service	# Copies Included B/W + Color	Average Cost Per Page	Total Cost per Month
Martin Business Group	Konica Minolta			26,791 B/W 10,815 Color	\$0.0078 B/W \$0.046 Color	\$2,006.31
Stan's	Ricoh	\$998.96	\$495.00	30,000 B/W 12,000 Color	\$0.0045 B/W \$0.030 Color	\$1,493.96
Gordon Flesch	Canon	\$674.00	\$625.00	25,000 B/W 12,000 Color	\$0.0064 B/W \$0.039 Color	\$1,299.00
RK Dixon	Xerox	\$714.52	\$636.08	26,412 B/W 12,000 color	\$0.006 B/W \$0.0398 Color	\$1,350.60
Konica Minolta Business	Konica Minolta	\$1,103.35	\$593.20	28,300 B/W 12,000 Color	\$0.0040 B/W \$0.040 Color	\$1,696.57
Marco	Sharp			25,175 B/W 12,000 Color	\$0.006 B/W \$0.035 Color	\$1,412.49

Price

(Please attach all copy machine and maintenance specifications)

Copier #	Monthly Cost
(1) City Clerk	\$ 85.00
(2) Public Works	\$ 99.00
(3) Street Department	\$ 75.00
(4) Water Department	\$ 75.00
(5) Treatment Plant	\$ 75.00
(6) Police Department	\$ 45.00
(7) Fire Dept. (Station 1 first floor)	\$ 45.00
(8) Fire Dept. (Station 1 second floor)	\$ 45.00
(9) Fire Dept. (Station 2)	\$ 45.00
(10) Community Development	\$ 85.00
Total Monthly Cost (Includes copier lease and maintenance)	\$ 1,299.00 (includes \$625.00 service base)

Sales Representative Signature: _____

Printed Name: Bill Kousoulas, M.S. _____

Company Name: Gordon Flesch Company _____

***Please mail or email completed form and additional documentation to btobin@ci.belvidere.il.us or 401 Whitney Blvd. Belvidere, IL 61008.**

CITY OF BELVIDERE
Community Development



BUILDING DEPARTMENT

PLANNING DEPARTMENT

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

To: Mayor and City Council

From: Kip Countryman, Director of Buildings

Date: 9/22/2020

RE: 1000 Nettie

As part of the partnership formed between the City of Belvidere and the Regional Land Bank the City of Belvidere through litigation with the Land Bank has begun to acquire blighted properties throughout the City. Recently 407 Madison and 1000 Nettie.

As part of the agreement the City is able to use Grant funds from the Illinois Housing Development Authority to Rehab the houses and in turn transfer the property to the Land Bank to sell or further Rehab to fill the coffers for further litigation if needed for other blighted properties.

In your packet you will find 3 bids from Kobycos, Window World and Slayton Construction to replace the existing windows at 1000 Nettie with new vinyl windows. This will allow the Land Bank to hopefully ask a higher price for the Home.

This money will be paid from the Illinois Housing Grant and I recommend the low bid from Slayton Construction to begin the window replacement.

**Thank you
Kip Countryman
Director of Building
City of Belvidere
815-547-7177**

Kip Countryman

From: kobyco <kobyco@t6wireless.com>
Sent: Tuesday, August 18, 2020 2:28 PM
To: Kip Countryman
Subject: Quote for 1000 Nettie in Belvidere

Kip: I am quoting our white/white harbor Light double hung windows with half screen and Low E glass with argon gas. We will install the windows, cover the exterior trim in white aluminum and dispose of the old windows. Due to the age of the house, it tested positive for lead paint, so there is a charge of \$55.00 per window opening for the special lead removal installation. We will need the house cleaned out, as we need to vacuum everything with our special .3 micron filter vacuums when completed. We will replace any rotted wood in the frames and sills that we run into while doing the install. I used a two lite horizontal sliding window in the kitchen and west bathroom with half screens also. I measured 23 windows total - three gliders and twenty double hungs, for a total of \$11,615.00.00. This does not include any permit, if necessary, from the city of Belvidere. We require a deposit of 50% upon ordering the windows with the balance paid upon completion. Let me know if you have any questions.

Gary Kobylarz
Kobyco, Inc.



Window World of Rockford
 6010 Forest Hills Road • Loves Park, IL 61111
 Phone (815) 395-1333 • Toll Free 1-866-449-1333
 www.WindowWorldRockford.com



Customer: _____ Phone (h) _____
 Install Address: 1000 Nettie Blvd Belvidere Phone (w) _____
 Bill Address: _____ E-mail _____

WINDOW WORLD	
2000 Series DH All-Weld	\$200
<u>20</u> 4000 Series DH All-Weld/Foam Enhanced Frame	\$240 <u>4800</u>
6000 Series DH All-Weld/Foam Enhanced Frame	\$270
<u>3</u> 2 Lite Slider	\$340 <u>1020</u>
3 Lite Slider (1/3, 1/3, 1/3) (1/4, 1/2, 1/4)	\$875
Picture / Fixed Lite	\$395
Awning	\$350
Casement	\$390
2 Lite Casement	\$780
3 Lite Casement (1/3, 1/3, 1/3) (1/4, 1/2, 1/4)	\$995
Basement Hopper	\$155
Bay Window (includes exterior cap)	\$3900
Bow Window (includes exterior cap) (DH or Casement Flankers)	\$4300
Bay/Bow Over 137 U.I. > \$45.00 per U.I.	\$
Roof Over Bay/Bow	\$850
Garden Window (includes exterior cap)	\$2100
Specialty Window	\$1500
Window Color <u>white</u> / <u>white</u>	
Inside Outside	

DOORS	
Contemporary Style Vinyl Sliding Patio Door 6ft.	\$1600
Classic Style Vinyl Sliding Patio Door 6ft.	\$1800
French Style Vinyl Sliding Patio Door 6ft.	\$1950
(Patio Doors Include SolarZone Gas & Exterior Cap)	
Patio Door Custom Size	\$375
Operating Side Exterior View L - R or R - L	
Handle Finish	
Blinds Between the Glass	\$1000
Custom Size Blinds Between the Glass	\$3100
Patio Door Grids	\$125
Foot Lock or Keyed Exterior Lock	\$40
Beige / Classic Clay	\$110
2nd Story	\$85
SolarZone ThermD Elite	\$175
Triple ThermD Elite	\$350
Wood Grain Interior (Series 6100/6400)	\$250
(L. Oak/D. Oak/Cherry/F. Wood/R. Maple/White/PVC)	
Exterior Colors (Series 6100/6400)	\$430
(Red/Green/Bronze/Terra/Khaki/Gray/Clay/Black/Sand/Silver)	
Door Color _____ / _____	
Inside Outside	

PRE 1978 BUILT HOMES (Federal Lead Containment Law)
 Per Window Containment \$25
 (CLR Fee, Plastic, Tape, Signs, Perimeter, Documentation, EPA)
 MY HOME WAS BUILT IN THE YEAR _____ Initial _____

GLASS OPTIONS			
	U-FACTOR	SHGC	
<u>23</u> SolarZone	.32**	.32	\$125 <u>2875</u>
SolarZone ThermD Elite	.27*	.22	\$145
Triple ThermD Elite	.22*	.19	\$250
**IL State Code - IECC Compliance *2019 Energy Star Approved			

WINDOW OPTIONS	
Beige / Classic Clay	\$50
Wood Grain Interior (Series 4000/6000)	\$100
(L. Oak/D. Oak/Cherry/F. Wood/R. Maple/White/PVC)	
Exterior Colors (Series 4000/6000)	\$250
(Red/Green/Bronze/Terra/Khaki/Gray/Clay/Black/Sand/Silver)	
(Includes Full Screens) (10 yr warranty)	
Full Screens	\$25
Colonial Grids (Contoured/Flat)	\$50
Prairie Grids	\$55
Tempered DH Sash (BSO) (TSO)	\$65
Obscured Glass (BSO) (TSO)	\$35
Oriel Style (40/60 or 60/40)	\$45

Full Frame Removal***	\$250
New Construction Install w/Nail Fin**	\$250
Replacement New Construction Install*	\$190

MISCELLANEOUS	
Interior Cap Hoppers Only / Cap Stops	\$45
<u>23</u> Custom Color Exterior Cap*	\$100 <u>2300</u>
Facing Color	
<u>60</u> 2nd Story Exterior Cap	\$20 <u>120</u>
Vinyl Removal (Replacement)***/**	\$45
Aluminum Window Extra Labor***	\$55
Steel Window Extra Labor	\$130
Mullion Removal	\$45
Mull to Form Multi Unit	\$45
<u>9</u> Install Interior Stops Style */***	\$60 <u>540</u>
Stained / Painted Stops	\$95
Repair Sill or Jamb	\$55
Buck Frame / Extension Jamb***	\$125
Exterior Casing / Build Outs***	\$35
Int. Casing Laminated / Painted	\$195
Int. Casing Stained	\$245
Remove, Reinstall Awnings/Shutters	\$65
Remove and Reinstall Blinds	\$15
Bay / Bow Removal	\$500
Misc.	\$

NO EXTRA WORK IF NOT IN WRITING!

Approximate ETA:
 3 month price guarantee

Customer agrees to the terms of payment as follows:

Northern IL Food Bank \$ _____
 Permit and Bond \$ _____
 Site Set-up \$ 150
 Total Amount \$ 11,805.00
 Customer Deposit 50% \$ _____ Cash/CC Swipe/Ck# _____
 Balance Paid to Installer upon Substantial Completion \$ _____
 (Credit Card Customer authorize the remaining balance to be charged upon completion)
 Amount Financed \$ _____

 Salesman Date 8/5/20

 Owner Date

 Owner Date

SLAYTON ROOFING & CONSTRUCTION, INC

3550 STONE QUARRY ROAD

BELVIDERE, IL 61008

1-815-547-3543

WE COVER ALL YOUR ROOFING NEEDS

Contract Submitted to: City of Belvidere

Address of job site: 1000 Nettie

Phone: _____ Date: 9-1-20

Work Description: Remove + replace windows with
double hung white vinyl

Amount of Contract: \$ 11,000⁰⁰

Payment Procedures: 50% down when job is started. Balance due upon completion. Lien rights will be exercised 45 days after completion if not paid in full. All costs associated with placing and removal of the lien will be the responsibility of the property owner.

Acceptance of Contract:

Signature



Ed Slayton, Owner Slayton Roofing

Date: _____

Date: 9-1-20

OPTION TO PURCHASE

The undersigned Community Building Complex Committee of Boone County (hereinafter "Optionor") hereby grants to the City of Belvidere, a municipal corporation located in the County of Boone and State of Illinois (hereinafter "Optionee") the option to purchase the following legally described property:

Lots 1, 2, 3, 4, 5, 6, 7, 9 and the East 38 feet of Lot 8 and the North 38.5 feet of the West 60 feet of Lot 10, all in Block 5 of Cohoon and Allen's Addition to the Town, now City of Belvidere, as recorded in Book O of Deeds, at page 524 in the Boone County Recorder's Office; situated in the County of Boone and State of Illinois.

PIN 05-36-103-011

(hereinafter the "Property") under the following terms and conditions:

1. Optionor hereby, for itself, heirs, successors, administrators, executors and assigns agrees to grant an exclusive and irrevocable option to purchase the Property upon Optionor's decision to sell, convey or transfer title to the Property, or upon Optionor's dissolving.
2. Optionee shall have thirty (30) days to exercise its Option to Purchase from the date Optionor notifies Optionee of the decision to sell or otherwise convey the Property. The sale price for the Property shall be \$400,000.00.
3. If Optionee fails to exercise its Option to Purchase within the time limit specified, then this Option shall terminate and the Optionor or its successors in interest shall be free to sell the Property to a third party.
4. Title to the Property shall be conveyed free and clear of all encumbrances,
 - a. Except for the following reservations and exceptions:
 - (i) All taxes and special assessments levied or confirmed;
 - (ii) the building and building lines, use and occupancy restrictions, conditions and covenants of record;
 - (iii) easements for the use of public utilities;
 - (iv) drainage ditches, feeders and laterals, if any; and
 - (v) any exceptions to title or liens attributable to Optionee.

5. Closing shall occur within forty-five (45) days of the exercise of the Option.
6. Optionor shall furnish, at Optionor's expense, a preliminary title insurance commitment in the amount of the purchase price and will provide all customary closing documents normally provided by a seller in real estate transactions at Optionor's expense.
7. This Option shall not be assignable by Optionee without Optionor's written consent.
8. a. Optionor hereby covenants and agrees that during the term of this Agreement Optionor shall not commit, approve, consent to or permit any Unpermitted Transfer (as herein defined) without the prior written consent of Optionee. Any Unpermitted Transfer which is effected without the prior written consent of Optionee shall be void, invalid and of no force or effect against Optionee or Optionee's rights hereunder in the Property. As used herein, an "Unpermitted Transfer" shall mean any of the following:
 - (i) any lease affecting all or any portion of the Property, unless such lease shall be terminable at Optionee's election upon Optionee's acquisition of the Property;
 - (ii) any grant, sale, transfer or other conveyance of all or any portion of or interest in the Property unless the deed or other instrument of conveyance expressly states that the grantee or transferee and its heirs, representatives, successors and assigns takes subject to the interest of Optionee hereunder;
 - (iii) any mortgage, lien or other encumbrance of all or any portion of the Property, unless such mortgage, lien or encumbrance expressly states, without reservation, that it is in all respects subordinate and subject to the interest of Optionee hereunder;
 - (iv) any contract or other agreement pursuant to which any party may obtain lien rights affecting all or any portion of the Property;
 - (v) any zoning changes, annexation or subdivision of all or any portion of the Property; or
 - (vi) any other act or omission affecting the Property which would diminish or otherwise adversely affect Optionee's interest under the option agreement or which might prevent Optionor's full performance of its obligations hereunder or under the contract.
- b. Optionor hereby covenants and agrees that, during the term of this Agreement, that:
 - (i) Optionor shall maintain the Property free from waste and neglect and in good order and repair and keep and perform all obligations of the owner of the Property under applicable federal, state, county and municipal laws, ordinances, regulations and directives; and

- (ii) Optionor shall maintain or cause to be maintained comprehensive public liability and casualty insurance on and with respect to the Property, by insurers and in forms and amounts and covering the risk reasonably satisfactory to Optionee (but in no event shall the coverages or amounts of the insurance to be maintained hereunder be less than those customarily maintained by prudent owners of property similar to the Property).

9. The covenants and agreements of Optionor under this Agreement are intended to be and shall be covenants running with the land with respect to the Property and shall be binding upon Optionor and Optionor's heirs, representatives, successors and assigns. This Agreement and the contract to be entered into pursuant hereto shall be specifically enforceable by Optionee and by Optionee's heirs, representatives, successors and assigns.

11. Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon actual receipt; (b) if by overnight courier one (1) business day after so sending; or (c) if mailed, two (2) business days after mailing as aforesaid:

If to Optionee: _____

With Copy to: _____

If to Optionor: _____

With Copy to: Natalie Hyser Barber - Tobin & Ramon
530 South State St., Suite 200, Belvidere, Illinois 61008
Natalie@tobinramon.com

12. The parties hereby agree that a fully executed and acknowledged memorandum of the Agreement in the form attached hereto and incorporated herein by reference as Exhibit A shall be executed by Optionee and Optionor and recorded by Optionee at Optionee's sole expense. In the event this Agreement shall expire or terminate and Optionee shall not have acquired the Property pursuant hereto, Optionee shall execute, acknowledge and deliver to Optionor a recordable Quitclaim Deed to the Property or any other instrument reasonably requested by Optionor for the release of said memorandum and otherwise indicating the termination of Optionee's rights hereunder and with respect to the Property.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 20____.

OPTIONOR:

Community Building Complex Committee of Boone County

By: _____

Its: _____

I, _____, A Notary Public in and for said County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal this _____ day of _____, 20____.

Notary Public

(SEAL)

My Commission Expires _____, 20____.

OPTIONEE:

The City of Belvidere has caused its name to be hereto subscribed and its corporate seal affixed by its proper officers thereunto authorized, this _____ day of _____, 20____.

City of Belvidere

By: _____
Mayor

ATTEST:

Clerk

Document Prepared By:
Natalie Hyser Barber - Tobin & Ramon
530 South State St., Suite 200
Belvidere, Illinois 61008

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 9/22/2020
Re: Water System SCADA Generator

The water department SCADA (Supervisory Control And Data Acquisition) System lost power during the last wind storm. In order to ensure a continuous source of power, a separate electrical circuit with a compact generator and automatic transfer switch is needed. We have received the following proposals to complete this work:

- | | |
|--|-------------|
| 1. Morse Electric
1390 Gateway Boulevard
Beloit, WI 53511 | \$12,126.00 |
| 2. Engel Electric Co.
1514 W 4 th St
Sterling, IL 61081 | \$14,351.00 |
| 3. Rush Power Systems
3793 Flora Church Rd
Kirkland, IL 60146 | \$15,227.32 |

I would recommend approval of the proposal from Morse Electric, in the amount of \$12,126.00, for installation of a separate electrical circuit with a compact generator and automatic transfer switch for the Water Department SCADA System. This work will be paid for from the water department line item #61-5-810-6000..

Ordinance #
AN ORDINANCE REPEALING
SECTION 15-25 OF THE
BELVIDERE MUNICIPAL CODE

WHEREAS, The City of Belvidere previously adopted Ordinance 607G setting certain impact fees (the City Impact Fees) to be charged by the City of Belvidere when new territory is annexed to the City of Belvidere; and

WHEREAS, the City Impact Fees were designed to offset the first-year cost of new development upon the operations of City departments; and

WHEREAS, at the time the City Impact Fees were adopted, the City was experiencing unprecedented growth which strained City services; and

WHEREAS, growth within the City of Belvidere has stagnated over the last decade eliminating the necessity for the City Impact Fees and the Corporate Authorities desire to spur controlled growth by ensuring a cost-effective building environment for previously platted lots within the City.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Belvidere, Boone County, Illinois, as follows:

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

SECTION 2: Section 15-25 of the City of Belvidere Municipal Code, Annexation Impact Fees, of the City of Belvidere Municipal Code is hereby repealed. The City shall not collect any future City Impact Fees, pursuant to Section 15-25, for previously annexed vacant lots.

SECTION 3: Section 15-25 of the City of Belvidere Municipal Code is reserved.

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 effective upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes:

Nays:

Absent:

Passed:

Approved:

Mayor Michael W. Chamberlain

ATTEST: _____

City Clerk

(SEAL)

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Ordinance #
AN ORDINANCE AUTHORIZING
A DEVELOPMENT AGREEMENT WITH RESPECT TO
THE RIVERBEND WEST TOWNHOMES
ASSOCIATION SUBDIVISION

WHEREAS, growth within the City of Belvidere has stagnated over the last decade eliminating the necessity Fees and the Corporate Authorities desire to spur controlled growth by ensuring a cost-effective building environment for previously platted lots within the City; and

WHEREAS, The City has approved the Riverbend West Townhomes Association Subdivision which has multiple vacant lots (the Lots) for townhome/duplex type housing for which there is a need within the City; and

WHEREAS, The Owner of the Lots has indicated that he cannot economically construct the townhomes without certain relief.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Belvidere, Boone County, Illinois, as follows:

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

SECTION 2: The Mayor is authorized to execute the Development Agreement attached hereto and incorporated herein as Exhibit A waiving Building Permit Fees and providing for a property tax abatement with respect to the Lots and imposing certain obligations upon the Owner of the Lots.

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 ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be effective upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes:

Nays:

Absent:

Passed:

Approved:

Mayor Michael W. Chamberlain

ATTEST: _____

City Clerk

(SEAL)

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DEVELOPMENT AGREEMENT BETWEEN
HOWLETT COMPANIES INC. AND THE CITY OF BELVIDERE
FOR THE DEVELOPMENT OF CERTAIN
VACANT LOTS IN THE RIVERBEND WEST SUBDIVISION

This Development Agreement (Agreement) is entered in to this ____ day of _____, 2020 between the City of Belvidere, an Illinois municipal corporation (the City) and Howlett Companies Inc. (Owner or Developer).

WHEREAS, the City, as a duly organized home rule unit of government, has the power to regulate and act for the protection of the public health, safety, morals and welfare of its inhabitants and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create housing opportunities and to enter into contractual agreements with private parties to achieve these goals; and

WHEREAS, before the economic recession of 2008, significant residential development occurred with the annexation and platting of many residential lots which have not yet been built upon; and

WHEREAS, there is in excess of 300 vacant lots within the corporate boundaries of the City of Belvidere; and

WHEREAS, the City and the Owner agree that vacant lots can create an eyesore for the community, decrease the property values of surrounding properties, decrease the tax revenues available to the City and other taxing districts and create a drain on available City resources; and

WHEREAS, Owner owns lots 1-36 (the Lots) in the River Bend West Town Home Association Subdivision; and

WHEREAS, Owner has demonstrated that development and construction upon the Lots will not occur with development beneficial to the City without assistance.

NOW THEREFORE, in consideration of the mutual covenants, conditions and restrictions, contained herein, and other valuable consideration, the sufficiency of which is hereby acknowledged, the City and Howlett Companies Inc. agree as follows:

1) Term.

The term of this Agreement shall be a period of twelve (12) years (the "Term"), commencing on the date of this Agreement.

2) Owner Obligations.

- a. Owner agrees to construct single family town homes upon the Lots in substantial conformance with the elevations, floor plans, pictures and diagrams attached hereto as Exhibit A.
- b. Owner shall construct not fewer than four (4) two unit townhomes per year commencing in 2021 unless Owner and the City agree that economic conditions prohibit such construction.
- c. All construction and buildings shall comply with all codes of the City of Belvidere as well as the plat of subdivision and planned special use applicable to the Lots.
- d. Owner shall maintain ownership of the Lots for the period of this Agreement and utilize the constructed townhomes on a rental basis.

3) City Obligations.

In order to facilitate development upon the lots the City agrees to the following:

- a. The City agrees to waive building permit fees associated with plan review and inspection of townhomes constructed on the Lots. The City will not waive other fees associated with such construction including, but not limited to, connection fees.
- b. The City agrees to rebate to Owner the increased increment on the City's portion of the real property taxes assessed on the Lots for four (4) years after an occupancy permit is issued for a townhome on a lot commencing on the first assessment year after the occupancy permit is issued. In order to facilitate this benefit, Owner shall provide the City a copy of the tax bill for each vacant lot for the tax year immediately preceding the year in which an occupancy permit is issued. After the occupancy permit is issued, the Owner shall, each tax year for four (4) years, request a rebate on the City's portion of the real property taxes by providing the City a request for rebate along with a copy of the relevant years tax bills and proof of payment of the taxes reasonably acceptable to the City.

4) Termination.

- a. The City may terminate this Agreement upon ten (10) days' written notice if Owner fails to perform its obligations under this Agreement. Such termination shall only be effective with regard to Lots for which an occupancy permit has not yet been issued. The tax abatement for Lots that have received an occupancy permit shall survive such termination under the terms of Section 3 above.
- b. Owner may terminate this Agreement for convenience. However, if Owner does terminate the Agreement all City obligations, including but not limited to the obligation to rebate taxes, shall immediately cease.

5) Insurance.

Owner shall, at its sole cost and expense, keep in effect for the entire term of this Agreement, comprehensive commercial general liability insurance with a combined single limit of at least two million and 00/100 dollars (\$2,000,000.00) per occurrence. The City shall be named as an additional insured on all such insurance policies which shall also provide that the policy may not be cancelled except upon sixty (60) days prior written notice to the City.

6) No Partnership.

This Agreement is solely an agreement to provide an incentive to construct townhomes within the City. By entering into this Agreement, the City does not in any way become a partner, employer, principle, agent or joint venture of or with the Owner.

7) Notices.

All notices, request or demands required under this Agreement shall be in writing and will be deemed received on the day of service, if personally served, sent by facsimile, email or by an overnight courier providing proof of service. If notice is sent by United States Postal Service it shall be by First Class Mail and shall be deemed received two business days after mailing. All notices shall be to the following addresses, which may be modified by the parties from time to time by written notice conforming with this section:

If to the City:

City of Belvidere
City Clerk
401 Whitney Blvd.
Belvidere, Illinois 61008
Fax: 815/544-3060

If to Owner:

8) Assignment.

Neither party may assign, bequest, hypothecate its interest in this Agreement, or any of its obligations or consideration under this Agreement to any third party. There are no intended third-party beneficiaries to this Agreement. If Owner sells any or all of the Lots during this Agreement, the City may terminate this Agreement or elect to continue with respect to non-transferred lots and the transferred lots will no longer being a part of this Agreement.

9) Miscellaneous.

- a. This Agreement constitutes the entire agreement of the Parties and supersedes all prior offers, agreements, and negotiations with respect to the subject matter hereof. This Agreement will not supersede or effect any Annexation Agreement with respect to the Lots. Any amendment to this Agreement shall be in writing and signed by the respective parties. The foregoing recitals are incorporated herein by this reference.
- b. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement shall not be affected and each provision shall be valid and enforceable to the fullest extent possible.
- c. The Recitals at the beginning of this Agreement are incorporated herein by this reference.
- d. This Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of law provisions. The parties agree that any action relating to this Agreement, or the Parties activity hereunder, shall be brought in the Circuit Court for the 17th Judicial Circuit, Boone County, Illinois, and all parties submit to jurisdiction and venue in that Court.

By: The City of Belvidere

By: Howlett Companies LLC.

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Its: _____