

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

September 18, 2023

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 6:00 p.m.
Mayor Morris presiding.

(1) Roll Call:

(2) Pledge of Allegiance:
Invocation:

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

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
September 5, 2023; as presented.

(5) Public Hearing: Community Development Block Grant (CDBG) Project.

(6) Special Messages and Proclamations:

(A) Pam Lopez-Fettes – Growth Dimensions.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$ 5,274,268.36
Water & Sewer Fund Expenditures: \$ 781,666.68

(8) Committee Reports and Minutes of City Officers:

(A) Monthly Report of Belvidere Police Department Overtime Pay for August
2023.

(B) Monthly Report of Belvidere Fire Department Overtime Pay for August 2023.

(C) Monthly Report of Community Development Department/Planning
Department for August 2023.

(D) Monthly Report of Building Department Revenues, Residential Building
Permits and Case Reports for August 2023.

(E) Monthly General Fund Report for August 2023.

(F) Monthly Water/Sewer Fund Report August 2023.

(G) Monthly CD Investments for August 2023.

(H) Minutes of Planning and Zoning Commission September 12, 2023.

(I) Minutes of Committee of the Whole – Building, Planning and Zoning and
Public Works of September 11, 2023.

(9) Unfinished Business: None.

- (A) Ord. #637H – 2nd Reading: An Ordinance Amending the Investment Policy of the City of Belvidere, Illinois.
- (B) Ord. #638H – 2nd Reading: An Ordinance Authorizing the City of Belvidere, Boone County, Illinois to Borrow Funds from the Illinois Public Water Supply Loan Program.

(10) New Business:

- (A) Ord. #639H – 1st Reading: An Ordinance Amending Ordinance #622H, the 2023-2024 Budget Ordinance for the City of Belvidere, Illinois.
- (B) Ord. #640H – 1st Reading: An Ordinance Authorizing the Execution of an Annexation Agreement Between the City of Belvidere and Midwest Refrigerated Services, Inc. and Donald K. Busch Sr.
- (C) Ord. #641H – 1st Reading: An Ordinance Annexing Certain Territory Lying North of US Route 20, West of Irene Road and South of the Union Pacific Rail Road to the City of Belvidere, Boone County, Illinois.
- (D) Ord. #642H – 1st Reading: An Ordinance Amending Section 110-91, Stop Streets, of the City of Belvidere Municipal Code to Add West 5th Street at 5th Avenue as a One-Way Stop.
- (E) Ord. #643H – 1st Reading: An Ordinance Authorizing the Sale of Certain Personal Property (City Vehicles).
- (F) Ord. #644H – 1st Reading: An Ordinance Granting a Special Use to Allow Roof, Above Peak Sign Within the GB, General Business District (1910 North State Street).
- (G) Ord. #645H – 1st Reading: An Ordinance Granting A Zoning District Change From RH, Rural Holding District to HI, Heavy Industrial District (1686 US Route 20).
- (H) Res. #2023-22 – A Resolution for the City of Belvidere to apply to the State of Illinois for a Community Development.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of September 11, 2023.

Motions of Public Works – Chairman Daniel Snow:

- (A) Motion to approve Change Order #5, in the amount of \$13,515.99, for the Logan Avenue Rehabilitation Project. This work will be paid for from Line Item #10-5-310-8021.
- (B) Motion to approve the proposal from Baxter & Woodman, in an amount not-to-exceed \$36,000.00, for the design engineering for the final clarifier gate replacement project. This work will be paid for from Line Item #61-1790.

Motions of Public Safety – Chairman Matthew Fleury:

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

(11) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: September 5, 2023

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere Illinois
at 6:00 p.m.

Call to order by Mayor Morris.

(1) Roll Call: Present: J. Albertini, M. Fleury, W. Frank, S. Gramkowski, M. McGee,
and N. Mulhall.

Absent: R. Brereton, M. Freeman, T. Porter and D. Snow.

Other staff members in attendance:

Public Works Director Brent Anderson, Budget and Finance Officer Shannon Hansen,
Police Chief Shane Woody, Fire Captain Chris Letourneau, City Attorney Mike Drella
and City Clerk Sarah Turnipseed.

(2) Pledge of Allegiance:

Invocation: Mayor Morris.

(3) Public Comment: None.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
August 21, 2023; as presented.

Motion by Ald. McGee, 2nd by Ald. Albertini to approve the minutes of the regular
meeting of the Belvidere City Council of August 21, 2023. Aye voice vote carried.
Motion carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations: None.

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

Belvidere City Council
September 5, 2023

- (A) Approval of the Minutes of Committee of the Whole – Public Safety, Finance & Personnel of August 28, 2023; as presented.

Motion by Ald. Albertini, 2nd by Ald. McGee to approve the minutes of Committee of the Whole – Public Safety, Finance & Personnel of August 28, 2023. Aye voice vote carried. Motion carried.

(9) Unfinished Business:

- (A) Ord. #634H – 2nd Reading: An Ordinance Amending Section 110-91, Stop Streets, of the City of Belvidere Municipal Code to add West 5th Street at 8th Avenue as a Two-Way Stop.

Motion by Ald. Gramkowski, 2nd by Ald. Fleury to pass Ord. #634H. Roll Call Vote: 6/0 in favor. Ayes: Albertini, Fleury, Frank, Gramkowski, McGee and Mulhall. Nays: None. Motion carried.

- (B) Ord. #635H – 2nd Reading: An Ordinance Amending Section 110-92, Yield Intersections of the City of Belvidere Municipal Code to Add Willow Street as a Two-Way Yield at Beacon Drive.

Motion by Ald. Gramkowski, 2nd by Ald. Frank to pass Ord. #635H. Roll Call Vote 6/0 in favor. Ayes: Fleury, Frank, Gramkowski, McGee, Mulhall and Albertini. Nays: None. Motion carried.

- (C) Ord. #636H – 2nd Reading: An Ordinance Amending Section 74-221 of the City of Belvidere Municipal Code Relating to Fireworks.

Motion by Ald. Albertini, 2nd by Ald. McGee to pass Ord. #636H. Roll Call Vote: 6/1 in favor. Ayes: Frank, Gramkowski, McGee, Albertini, Fleury and Mayor Morris. Nays: Mulhall. Motion carried.

(10) New Business:

- (A) Ord. #637H – 1st Reading: An Ordinance Amending the Investment Policy of the City of Belvidere, Illinois.

Let the record show Ordinance #637H was placed on file for first reading.

- (B) Motion to Waive Section 2-88, Referral to Committees, of the City of Belvidere Municipal Code with respect to Ord. #638H.

No action taken insufficient Aldermen present. (Super majority to pass needing 7 Aldermen aye votes).

Belvidere City Council
September 5, 2023

- (C) Ord. #638H – 1st & 2nd Reading: An Ordinance Authorizing the City of Belvidere, Boone County, Illinois to Borrow Funds from the Illinois Public Water Supply Loan Program.

Let the record show Ordinance #638H was placed on file for first reading.

- (D) Res. #2023-21 – A Resolution Approving an Intergovernmental Agreement Between School District 100 and the City of Belvidere for EMS Non-Transport Services.

Motion by Ald. Frank, 2nd by Ald. Albertini to adopt Res. #2023-21. Roll Call Vote: 6/0 in favor. Ayes: Gramkowski, McGee, Mulhall, Albertini, Fleury and Frank. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of August 28, 2023.

- (A) Motion to approve the street closure request for State Street from Lincoln Avenue to 1st Street, as well as Logan Avenue between State and Main Street on Wednesday, October 25, 2023, between 3:00p.m. and 7:30p.m. Roll Call Vote: 6/0 in favor. Ayes: McGee, Mulhall, Albertini, Fleury, Frank and Gramkowski. Nays: None. Motion carried.
- (B) Motion to approve Lulac Belvidere Parade Request. Mayor Morris commented Lulac had contacted the city and stated they will not be holding the requested parade. Roll Call Vote: 2/4 in favor. Ayes: Frank and Gramkowski. Nays: Mulhall, Albertini, Fleury and McGee. Motion lost.

(11) Other:

- (A) Executive Session for appointment, employment, compensation, discipline, performance, or dismissal of a specific employee pursuant to 2(c)(1) of the Open Meetings Act and for litigation, either pending or imminent pursuant to 2(c)(11) of the Open Meetings Act.

Motion by Ald. Mulhall, 2nd by Ald. McGee to go into Executive Session at 6:18p.m. to discuss appointment, employment, compensation, discipline, performance, or dismissal of a specific employee pursuant to 2(c)(1) of the Open Meetings Act and for litigation, either pending or imminent pursuant to 2(c)(11) of the Open Meetings Act. Roll Call Vote: 6/0 in favor. Ayes: Albertini, Fleury, Frank, Gramkowski, McGee and Mulhall. Nays: None. Motion carried.

Motion by Ald. Mulhall, 2nd by Ald. Albertini to come out of Executive Session at 7:09p.m. Roll Call Vote: 6/0 in favor. Ayes: Fleury, Frank, Gramkowski, McGee, Mulhall and Albertini. Nays: None. Motion carried.

Belvidere City Council
September 5, 2023

(12) Adjournment:

Motion by Ald. Fleury, 2nd by Ald. Gramkowski to adjourn meeting at 7:10 p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

PUBLIC HEARING NOTICE

The City of Belvidere will hold a public hearing on September 18, 2023 at 6:00 p.m., in the City Council Chambers, 401 Whitney Blvd., Belvidere, IL 61008 to provide interested parties an opportunity to express their views on the proposed federal funded Community Development Block Grant (CDBG) project. Persons with disabilities or non-English speaking persons who wish to attend the public hearing and need assistance should contact Sarah Turnipseed, City Clerk, 815/544-2612 no later than September 13, 2023. Every effort will be made to make reasonable accommodations for these persons.

On or about September 19, 2023, the City of Belvidere intends to apply to the Illinois Department of Commerce and Economic Opportunity for a grant from the State CDBG program. This program is funded by Title 1 of the federal Housing and Community Development Act of 1974, as amended. These funds are to be used for a community development project that will include the following activities: water and sanitary sewer extensions to service new industrial development west of Irene Road and North of U.S. Route 20 and other project construction costs. The total amount of CDBG funds to be requested is \$1,000,000.00. The amount of CDBG funds proposed to be used for activities that will benefit low-to-moderate income persons is \$510,000.

Information related to this project will be available for review prior to the public hearing as of September 1, 2023 at the office the City Clerk, 401 Whitney Blvd. Belvidere, IL 61008 during regular business hours (business days between 8:00 a.m. and 5:00 p.m.). Interested citizens are invited to provide comments regarding these issues either at the public hearing or by prior written statement. Written comments should be submitted to Brent Anderson, 401 Whitney Blvd. Belvidere, IL 61008 no later than September 18, 2023 in order to ensure placement of such comments in the official record of the public hearing proceedings. This project will result in no displacement of any persons or businesses. For additional information concerning the proposed project, please contact or write to Brent Anderson 815/544-2612, 401 Whitney Blvd. Belvidere, IL 61008.

Published In *The Boone County Journal* August 31, 2023

Bills Payable Summary
DATE OF PAYABLES

September 18, 2023

General Fund	\$4,342,774.82
Envision Healthcare (JE)	\$15,676.90
ADP Payroll Fees (JE)	\$1,835.95
Special Funds:	
Farmington Ponds SSA#2	\$5,605.55
Farmington Ponds SSA#3	\$2,044.64
Capital	\$116,605.76
MFT	\$789,724.74
TIF	\$0.00
Escrow	\$0.00
Total General & Special Funds:	\$5,274,268.36
Water & Sewer:	\$781,666.68
Total of all Funds	\$6,055,935.04

Select Department

Start Date

Home Department Description

Effective as of 09/1/2023

Pay Date

Overtime Earnings Total

Overtime Hours Total

ACT Police OT Earnings

ACT Police OT Hours

DBL - DoubleTime earnings

DBL - DoubleTime

Overtime Rate Paid

End Date

01-21-10

08/31/2023

08/04/2023

10.50

\$0.00

0.00

\$0.00

0.00

\$72.55

\$46,108.19

788.25

Payroll Name	Payroll Number	Pay Date	Overtime Earnings Total	Overtime Hours Total	ACT Police OT Earnings	ACT Police OT Hours	DBL - DoubleTime earnings	DBL - DoubleTime	Overtime Rate Paid
Bail, Michael H	08/18/2023	08/04/2023	\$761.81	10.50	\$0.00	0.00	\$0.00	0.00	\$72.55
Bird, David M	08/04/2023	08/04/2023	\$888.78	12.25	\$0.00	0.00	\$0.00	0.00	\$72.55
Bird, David M	08/18/2023	08/04/2023	\$943.20	13.00	\$0.00	0.00	\$0.00	0.00	\$72.55
Blankenship, Timothy	08/04/2023	08/04/2023	\$512.75	8.00	\$0.00	0.00	\$0.00	0.00	\$64.09
Blankenship, Timothy	08/18/2023	08/04/2023	\$128.19	2.00	\$0.00	0.00	\$0.00	0.00	\$64.09
Bogdonas, Michelle A	08/04/2023	08/04/2023	\$1666.43	26.00	\$0.00	0.00	\$0.00	0.00	\$64.09
Bodomas, Joseph W	08/18/2023	08/04/2023	\$389.69	6.75	\$0.00	0.00	\$0.00	0.00	\$54.62
Daniels, Joseph W	08/04/2023	08/04/2023	\$846.62	15.50	\$0.00	0.00	\$0.00	0.00	\$54.62
Dalavan, Thomas S	08/04/2023	08/04/2023	\$801.17	12.50	\$0.00	0.00	\$0.00	0.00	\$64.09
Derry, Paul D	08/18/2023	08/04/2023	\$217.66	3.00	\$0.00	0.00	\$0.00	0.00	\$72.55
Derry, Paul D	08/04/2023	08/04/2023	\$1,596.18	22.00	\$0.00	0.00	\$0.00	0.00	\$72.55
Ellingson, David	08/18/2023	08/04/2023	\$1,153.88	18.00	\$0.00	0.00	\$0.00	0.00	\$64.09
Ellingson, David	08/04/2023	08/04/2023	\$2,211.22	34.50	\$0.00	0.00	\$0.00	0.00	\$64.09
Garcia, Christopher R	08/04/2023	08/04/2023	\$1,324.54	24.25	\$0.00	0.00	\$0.00	0.00	\$54.62
Garcia, Christopher R	08/18/2023	08/04/2023	\$1,665.92	30.50	\$0.00	0.00	\$0.00	0.00	\$54.62
Golden, Steven	08/04/2023	08/04/2023	\$508.34	10.50	\$0.00	0.00	\$0.00	0.00	\$48.41
Golden, Steven	08/18/2023	08/04/2023	\$1,225.20	24.00	\$0.00	0.00	\$0.00	0.00	\$100.79
Hernandez, Jonathan C	08/04/2023	08/04/2023	\$126.58	3.00	\$0.00	0.00	\$0.00	0.00	\$42.19
Hernandez, Jonathan C	08/18/2023	08/04/2023	\$168.77	4.00	\$0.00	0.00	\$0.00	0.00	\$42.19
Jones, Anthony M	08/04/2023	08/04/2023	\$314.69	6.50	\$0.00	0.00	\$0.00	0.00	\$48.41
Jones, Anthony M	08/18/2023	08/04/2023	\$580.36	12.00	\$0.00	0.00	\$0.00	0.00	\$64.09
Jones, Thomas S	08/04/2023	08/04/2023	\$829.35	14.50	\$0.00	0.00	\$0.00	0.00	\$64.09
Kirk, Julie A	08/18/2023	08/04/2023	\$1,958.71	28.00	\$0.00	0.00	\$0.00	0.00	\$64.09
Kirk, Julie A	08/04/2023	08/04/2023	\$364.56	6.00	\$0.00	0.00	\$0.00	0.00	\$64.09
Korn, Matthew D	08/04/2023	08/04/2023	\$1,037.79	19.00	\$0.00	0.00	\$0.00	0.00	\$54.62
Korn, Matthew D	08/18/2023	08/04/2023	\$2,294.06	42.00	\$0.00	0.00	\$0.00	0.00	\$54.62
Kozlowski, Robert E	08/04/2023	08/04/2023	\$3,109.53	48.50	\$0.00	0.00	\$0.00	0.00	\$64.09
Kozlowski, Robert E	08/18/2023	08/04/2023	\$3,332.85	52.00	\$0.00	0.00	\$0.00	0.00	\$64.09
Lopez, Katelyn M	08/18/2023	08/04/2023	\$218.48	4.00	\$0.00	0.00	\$0.00	0.00	\$54.62
Mc Dermott, Joseph M	08/04/2023	08/04/2023	\$1,098.63	18.50	\$0.00	0.00	\$0.00	0.00	\$59.39
Means, Adam M	08/18/2023	08/04/2023	\$576.00	11.00	\$0.00	0.00	\$0.00	0.00	\$52.36
Means, Adam M	08/04/2023	08/04/2023	\$1,099.67	21.00	\$0.00	0.00	\$0.00	0.00	\$52.36
Randley, Dillon Robert	08/18/2023	08/04/2023	\$1,256.73	24.00	\$0.00	0.00	\$0.00	0.00	\$52.36
Randley, Dillon Robert	08/04/2023	08/04/2023	\$1,675.65	32.00	\$0.00	0.00	\$0.00	0.00	\$52.36
Schurz, Julie	08/18/2023	08/04/2023	\$256.37	4.00	\$0.00	0.00	\$0.00	0.00	\$64.09
Smith, Zachary	08/04/2023	08/04/2023	\$1,309.10	25.00	\$0.00	0.00	\$0.00	0.00	\$52.36
Smith, Zachary	08/18/2023	08/04/2023	\$3,594.57	67.50	\$0.00	0.00	\$0.00	0.00	\$52.36
Welland, Mark R	08/04/2023	08/04/2023	\$439.98	8.00	\$0.00	0.00	\$0.00	0.00	\$54.62
Welland, Mark R	08/18/2023	08/04/2023	\$685.44	12.00	\$0.00	0.00	\$0.00	0.00	\$54.62
Worley, Cameron D	08/04/2023	08/04/2023	\$939.55	17.00	\$0.00	0.00	\$0.00	0.00	\$54.62
Worley, Cameron D	08/18/2023	08/04/2023	\$327.72	6.00	\$0.00	0.00	\$0.00	0.00	\$54.62
Zapl, Richard M	08/04/2023	08/04/2023	\$178.16	3.00	\$0.00	0.00	\$0.00	0.00	\$59.39
Zapl, Richard M	08/18/2023	08/04/2023	\$172.01	13.00	\$0.00	0.00	\$0.00	0.00	\$59.39
Grand Totals			\$46,108.19	788.25	\$0.00	0.00	\$0.00	0.00	

Select Department	01-220				
Start Date	08/01/2023	Effective as of	09/11/2023	Pay Date	
End Date	08/31/2023	Payroll Name		Overtime Earnings Total	
Home Department Description	FIRE	Payroll Name		Overtime Hours Total	
Home Department Description	FIRE	Payroll Name		Overtime Rate Paid	
FIRE	Beck, Mark E	08/04/2023	\$1,145.98	25.75	\$44.50
FIRE	Beck, Mark E	08/18/2023	\$422.79	9.50	\$44.50
FIRE	Bullard, Zachary J	08/04/2023	\$660.53	19.25	\$34.31
FIRE	Burdick, David	08/04/2023	\$107.86	2.00	\$53.93
FIRE	Drall, Daniel C	08/18/2023	\$1,381.86	27.00	\$51.18
FIRE	Ellwanger, Adam A	08/18/2023	\$84.14	2.00	\$42.07
FIRE	Ether, Joseph D	08/04/2023	\$110.94	3.00	\$36.98
FIRE	Ether, Joseph D	08/18/2023	\$203.39	5.50	\$36.98
FIRE	Fox, Kevin W	08/18/2023	\$84.14	2.00	\$42.07
FIRE	Heiser, Bradley D	08/18/2023	\$83.73	2.00	\$41.86
FIRE	Hendrickson, Jacob C	08/18/2023	\$970.27	26.50	\$36.61
FIRE	Kriebs, James J	08/04/2023	\$68.57	2.00	\$44.29
FIRE	Kriebs, James J	08/18/2023	\$1,062.87	24.00	\$44.29
FIRE	Letourneau, Christopher R	08/04/2023	\$373.84	7.00	\$53.41
FIRE	Mead, Stephen C	08/18/2023	\$314.42	8.00	\$39.30
FIRE	Mitchell, Cory	08/04/2023	\$258.43	8.00	\$32.30
FIRE	Pavlatos, Gregory R	08/04/2023	\$125.59	3.00	\$41.86
FIRE	Pavlatos, Gregory R	08/18/2023	\$125.59	3.00	\$41.86
FIRE	Pfhl, Aaron R	08/18/2023	\$1,004.70	24.00	\$41.86
FIRE	Thornton, Nicolas J	08/04/2023	\$101.86	2.00	\$50.93
FIRE	Thornton, Nicolas J	08/18/2023	\$50.93	1.00	\$50.93
FIRE	Vaughan, Jeffery C	08/18/2023	\$89.01	2.00	\$44.50
FIRE	Winnie, Todd J	08/04/2023	\$206.34	5.25	\$39.30
Grand Totals			\$9,057.78	213.75	
Total					

Fire Overtime Report August 2023

Pay Periods 07/15/2023-08/11/2023

Home Department Description	Payroll Name	Date	Overtime Hours	Timecard Work Labor Field 1
FIRE	Beck, Mark E	7/21/2023	2	Additional Manpower
FIRE	Beck, Mark E	7/24/2023	23.75	Fire Dept Shift Coverage
FIRE	Beck, Mark E	8/2/2023	2	Inspections
Totals for Payroll Name Beck, Mark E				
Total			35.25	
FIRE	Beck, Mark E	8/8/2023	5.5	Inspections
FIRE	Beck, Mark E	8/10/2023	2	Fire Dept Shift Coverage
Totals for Payroll Name Beck, Mark E				
Total			35.25	
FIRE	Bullard, Zachary J	7/19/2023	8	Teams
FIRE	Bullard, Zachary J	7/21/2023	3	Additional Manpower
FIRE	Bullard, Zachary J	7/24/2023	0.25	Fire Dept Shift Coverage
FIRE	Bullard, Zachary J	7/28/2023	8	
Totals for Payroll Name Bullard, Zachary J				
Total			19.25	
FIRE	Burdick, David	7/25/2023	2	Additional Manpower
Totals for Payroll Name Burdick, David				
Total			2	
FIRE	Drall, Daniel C	8/7/2023	3	Maintenance
FIRE	Drall, Daniel C	8/10/2023	24	Fire Dept Shift Coverage
Totals for Payroll Name Drall, Daniel C				
Total			27	
FIRE	Elwanger, Adam A	8/3/2023	2	Additional Manpower

Totals for Payroll Name Elwanger, Adam A
Total

2

FIRE Erber, Joseph D
FIRE Erber, Joseph D
FIRE Erber, Joseph D
Totals for Payroll Name Erber, Joseph D
Total

7/19/2023 3 Teams
7/29/2023 2.5 Fire Dept Training
8/9/2023 3 Teams
8.5

FIRE Fox, Kevin W
Totals for Payroll Name Fox, Kevin W
Total

8/9/2023 2 Administration
2

FIRE Heiser, Bradley D
Totals for Payroll Name Heiser, Bradley D
Total

8/9/2023 2 Maintenance
2

FIRE Hendrickson, Jacob C
FIRE Hendrickson, Jacob C
Totals for Payroll Name Hendrickson, Jacob C
Total

7/29/2023 2.5 Fire Dept Training
7/31/2023 24 Fire Dept Training
26.5

FIRE Kriebs, James J
FIRE Kriebs, James J
Totals for Payroll Name Kriebs, James J
Total

7/21/2023 2 Additional Manpower
8/9/2023 24 Fire Dept Training
26

FIRE Letourneau, Christopher R
Totals for Payroll Name Letourneau, Christopher R
Total

7/20/2023 7
7

FIRE

Mead, Stephen C 7/29/2023 5 Teams

FIRE	Mead, Stephen C	8/9/2023	3	Teams
Totals for Payroll Name Mead, Stephen C				
Total			8	

FIRE	Mitchell, Cory	7/16/2023	6	Teams
FIRE	Mitchell, Cory	7/28/2023	2	Additional Manpower
Totals for Payroll Name Mitchell, Cory				
Total			8	

FIRE	Pavlatos, Gregory R	7/19/2023	3	Teams
FIRE	Pavlatos, Gregory R	8/9/2023	3	Teams
Totals for Payroll Name Pavlatos, Gregory R				
Total			6	

FIRE	Pihl, Aaron R	7/29/2023	24	Fire Dept Shift Coverage
Totals for Payroll Name Pihl, Aaron R				
Total			24	

FIRE	Thornton, Nicolas J	7/21/2023	2	Additional Manpower
FIRE	Thornton, Nicolas J	8/3/2023	1	Additional Manpower
Totals for Payroll Name Thornton, Nicolas J				
Total			3	

FIRE	Vaughan, Jeffrey C	8/3/2023	2	Inspections
Totals for Payroll Name Vaughan, Jeffrey C				
Total			2	

FIRE	Winnie, Todd J	7/16/2023	5.25	Teams
Totals for Payroll Name Winnie, Todd J				
Total			5.25	

Grand Totals
Total

213.75

BELVIDERE

Community Development Department Planning Department

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

August 2023 Monthly Report

Number	Project	Description	Processed
	Belvidere Projects		
0	Cases: August	None	
3	Cases: September	1910 N. State Street, SU	8/7/2023
		1686 US Rte 20, MA	8/8/2023
		1686 US Rte 20, SU	8/8/2023
1	Annexation	1686 US Rte 20	8/8/2023
0	Temporary Uses	None	
5	Site Plans (New/Revised)	3458 Morriem Drive	8/10/2023
		1610 N. State Street	8/19/2023
		1610 N. State Street	8/24/2023
		1610 N. State Street	8/28/2023
		2002 Gateway Center Drive	8/29/2023
2	Final Inspection	1874 Crystal Parkway	8/9/2023
		1006 W. Lincoln Avenue	8/22/2023
3	Downtown Overlay Review	214 N. State Street, wall sign	8/15/2023
		118-120 N. State Street, façade	8/30/2023
		104 N. State Street, marquee sign	8/31/2023
2	Prepared Zoning Verification Letters	876 Betheny Drive	8/29/2023
		215 Highline Street	8/30/2023
0	Issued Address Letters	None	
	Belvidere Historic Preservation Commission	The Commission did not meet in August. However, staff ordered awards, designed invitations and notified award winners.	
	Heritage Days	None.	
	Hometown Christmas	None.	
	Comprehensive Plan	None.	
	Scanned Plats: E-mail, Print and/or Burn		
2	Recorder's Office		
0	Other Department		
4	General Public		

Planning Monthly Report Cont.

Planning Department Current Duties

Close out completed planning case files

Respond to all FOIA requests

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

Assist Growth Dimensions with requested data

Meetings and phone calls with developers regarding potential development

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

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

Prepare deposits and purchase orders for bill payments

*** Staff continues to work with downtown façade grant recipients

*** Staff assisted with the Jeff Smith memorial event at the VFW on August 12, 2023

*** Staff participated in the City tent at the Boone County Fair

City of Belvidere

Building Department Revenues

Aug-23

	# OF PERMITS	
Code Enforcement Violations	6	\$ 1,455.50
Submittal Fee	0	\$ -
Electrical Registrations	4	\$ 200.00
Total Permits Issued	151	

Total Value of Construction \$ 27,255,353.00

Building Fees	151	\$ 29,224.68
Electric Permit Fees	20	\$ 1,285.00
Plumbing Permit Fees	7	\$ 855.00
HVAC Permit Fees	1	\$ 8.75
Insulation Permit Fees	1	\$ 10.00
Plan Review Fees	61	\$ 3,313.38
Zoning Review Fees	69	\$ 852.50
Fire Dept Review Fees	2	\$ 429.00
Sign Permit Fees	1	\$ 95.00
Fence Permit Fees	13	\$ 390.00
SW,DW & GR Fees	21	\$ 1,355.00
Reinspection/Misc.		
Total Permit Income		\$ 37,818.31
Enterprise Zone Discount		\$ 6,840.00
Total Permit Fees		\$ 44,658.31

BREAK DOWN OF COMMERCIAL vs. RESIDENTIAL INCOME

Commercial/Industrial Income	20	\$ 13,180.18
Residential Income	131	\$ 24,638.13
TOTAL		\$ 37,818.31

VALUE

Multi Family (New Construction)	0	\$ -
Single Family Residence (New Const)	0	\$ -
Commercial/ Industrial	20	\$ 25,806,403.00
Other Residential	131	\$ 1,448,950.00
TOTAL		\$ 27,255,353.00

Permit #	Date	Street #	Dir	Street Name	Zone	Value	Construction Type	BLDG	ELECT	PLUMB	HVAC	INS	REWR	ZONG	FD REWR	SIGN	FENCE	SW/DW	AMT PD	EZ	TOTAL FEE	
023-0986	08/29/23	678		Red Deer Trl	SR6	\$18,000.00	Fence 5' PVC	\$25.00									\$30.00		\$75.00		\$75.00	
023-1003	08/29/23	1223		Ruby St	SR6	\$7,000.00	Tear off/Re roof	\$140.00											\$140.00		\$140.00	
023-1002	08/29/23	1113		Luther Ave	SR6	\$13,000.00	Tear off/Re roof	\$230.00											\$230.00		\$230.00	
023-1006	08/30/23	2005		Gateway Center Dr	PS	\$13,000.00	Lawn Irrigation	\$25.00		\$130.00				\$25.00					\$180.00		\$180.00	
023-1009	08/30/23	1424		9th Ave	SR6	\$7,000.00	Tear off/Re roof	\$143.00											\$143.00		\$143.00	
023-1005	08/30/23	432	W	Hulbut Ave	SR6	\$19,000.00	Solar Panel Install	\$25.00	\$50.00				\$10.00	\$10.00			\$30.00		\$75.00		\$75.00	
023-1007	08/30/23	1934		Lafayette Dr	SR6	\$12,000.00	Fence 5' Wood	\$105.00											\$105.00		\$105.00	
023-0992	08/30/23	616	W	8th St	SR6	\$8,700.00	Solar Panel Install	\$105.00	\$50.00				\$10.00	\$10.00					\$107.00		\$107.00	
023-1010	08/30/23	1107		Warren Ave	SR6	\$4,800.00	Tear off/Re roof	\$105.00											\$105.00		\$105.00	
023-1012	08/30/23	1804		13th Ave	SR6	\$14,000.00	Solar Panel Install	\$25.00	\$50.00				\$10.00	\$10.00			\$30.00		\$75.00		\$75.00	
023-1004	08/30/23	706		Union Ave	SR6	\$2,000.00	Fence	\$25.00											\$25.00		\$25.00	
023-0905	08/31/23	520		Pearl St	SR6	\$10,000.00	Sprinkler System	\$25.00		\$75.00			\$10.00	\$10.00				\$60.00		\$95.00		\$95.00
023-0988	08/31/23	704		Whitney Blvd	SR6	\$1,000.00	Brick Steps	\$25.00											\$25.00		\$25.00	
023-1013	08/31/23	184		Beacon Dr	SR6	\$13,000.00	Tear off/Re roof & Siding	\$230.00											\$230.00		\$230.00	
023-1014	08/31/23	1504		Bliss St	SR6	\$4,000.00	Siding & Roof Repair	\$95.00											\$95.00		\$95.00	
152						\$27,255,353.00		\$29,224.68	\$1,285.00	\$85.00	\$8.75	\$10.00	\$3,313.38	\$852.50	\$425.00	\$95.00	\$390.00	\$1,355.00	\$37,818.37	\$6,840.00	\$44,658.37	

Job ID	Date	Address	SR#	Description	Estimate	Actual	Material	Subcontract	Permit	Other	Total						
2023-0995	08/28/23	15th Ave	SR6	Window Replacement	\$7,200.00	\$143.00					\$7,343.00						
2023-0964	08/28/23	Pebbles Ave	SR6	Wooden Deck	\$5,800.00	\$122.00					\$5,922.00						
2023-0986	08/29/23	Red Deer Trl	SR6	Fence 5' PVC	\$18,000.00	\$25.00					\$18,025.00						
2023-1003	08/29/23	Ruby St	SR6	Tear off/Re roof	\$7,000.00	\$140.00					\$7,140.00						
2023-1002	08/29/23	Luther Ave	SR6	Tear off/Re roof	\$13,000.00	\$230.00					\$13,230.00						
2023-1009	08/30/23	9th Ave	SR6	Tear off/Re roof	\$7,200.00	\$143.00					\$7,343.00						
2023-1005	08/30/23	Hurlbut Ave	SR6	Solar Panel Install	\$19,000.00	\$105.00	\$50.00				\$19,155.00						
2023-1007	08/30/23	Lafayette Dr	SR6	Fence 5' Wood	\$12,000.00	\$25.00					\$12,025.00						
2023-0992	08/30/23	8th St	SR6	Solar Panel Install	\$8,700.00	\$105.00	\$50.00				\$8,855.00						
2023-1010	08/30/23	Warren Ave	SR6	Tear off/Re roof	\$4,800.00	\$107.00	\$50.00				\$4,957.00						
2023-1012	08/30/23	13th Ave	SR6	Solar Panel Install	\$14,000.00	\$105.00	\$50.00				\$14,155.00						
2023-1004	08/30/23	Union Ave	SR6	Fence	\$2,000.00	\$25.00					\$2,025.00						
2023-0988	08/31/23	Whitney Blvd	SR5	Brick Steps	\$1,000.00	\$25.00					\$1,025.00						
2023-1013	08/31/23	Beacon Dr	SR6	Tear off/Re roof & Siding	\$13,000.00	\$230.00					\$13,230.00						
2023-1014	08/31/23	Bliss St	SR4	Siding & Roof Repair	\$4,000.00	\$95.00					\$4,095.00						
					\$1,448,950.00	\$20,359.00	\$930.00	\$650.00	\$8.75	\$10.00	\$535.38	\$590.00	\$0.00	\$0.00	\$390.00	\$1,165.00	\$24,638.13
					130	131	19	6	2	2	53	59	1	1	14	20	

COMMERCIAL MONTHLY REPORT AUGUST 2023

Permit #	Date	Street #	Dir	Street Name	Zone	Value	Construction Type	BLDG	ELECT	PLUMB	HVAC	INS	REWW	ZONG	FD REWW	SIGN	FENCE	SW/DW	AMT PD	EZ	TOTAL FEE
2023-0859	08/02/23	107	W	1st St	CB	\$26,000.00	Tear off/Re Roof Flat Roof	\$405.00											\$405.00		\$405.00
2023-0847	08/03/23	529	S	State St	CB	\$14,000.00	Repair Rear Exterior	\$142.50					\$77.50	\$12.50					\$232.50		\$465.00
2023-0848	08/03/23	601	S	State St	CB	\$14,000.00	Repair Rear Exterior	\$142.50					\$77.50	\$12.50					\$232.50		\$465.00
2023-0866	08/03/23	204	N	State St	CB	\$65,000.00	Repair Brick Parapet	\$397.50					\$205.00	\$12.50					\$615.00		\$1,230.00
2023-0871	08/03/23	409	S	State St	CB	\$15,000.00	Repair Front of Building	\$295.00					\$190.00	\$25.00					\$570.00		\$570.00
2023-0860	08/04/23	1300		Pearl St	I	\$38,000.00	Tear off/Re roof Termoplast	\$525.00											\$525.00		\$525.00
2023-0764	08/07/23	1508		Crosslink Pkwy	HI	\$24,005,003.00	Mass Grating	\$25.00						\$75.00					\$100.00		\$100.00
2023-0855	08/07/23	1231	N	Logan Ave	GB	\$49,000.00	Tear off/Re Roof Flat Roof	\$635.00											\$635.00		\$635.00
2023-0907	08/11/23	135	N	State St	GB	\$400.00	Sliding Replacement	\$165.00					\$175.00	\$25.00					\$165.00		\$165.00
2023-0800	08/14/23	1800	N	State St	GB	\$657,000.00	Install of EV Chargers	\$25.00	\$900.00				\$92.50	\$12.50					\$525.00		\$525.00
2023-0920	08/17/23	2141	N	Henry Luckow Ln	GB	\$25,000.00	Canopy & Foundation	\$172.50					\$92.50	\$12.50					\$307.50		\$307.50
2023-0858	08/17/23	1140	W	Locust St	GI	\$48,000.00	Replace Asphalt Paving	\$172.50					\$158.00	\$25.00					\$72.50		\$72.50
2023-0947	08/21/23	124	N	State St	CB	\$660,000.00	ldg Remodel/Outdoor Storage	\$3,452.50	\$55.00				\$1,760.00	\$12.50	\$173.00			\$100.00	\$5,553.00	\$5,380.00	\$10,933.00
2023-0972	08/23/23	107	W	1st St	CB	\$15,000.00	Masonry Repair	\$291.00					\$158.00	\$25.00					\$474.00		\$474.00
2023-0973	08/23/23	1235	E	2nd St	CB	\$9,000.00	Window Replacement	\$235.00											\$235.00		\$235.00
2023-0977	08/24/23	116	W	Locust St	CB	\$4,700.00	Window Replacement	\$192.00											\$192.00		\$192.00
2023-0972	08/24/23	116	W	Locust St	CB	\$100,000.00	Window Replacement	\$1,152.68											\$1,152.68		\$1,152.68
2023-0977	08/24/23	319	S	State St	CB	\$38,000.00	Tear off/Re roof	\$525.00					\$42.50	\$25.00					\$525.00		\$525.00
2023-0977	08/28/23	214	N	State St	CB	\$300.00	Sign	\$25.00											\$25.00		\$25.00
2023-1006	08/30/23	2005		Gateway Center Dr	CB	\$13,000.00	Lawn Irrigation	\$25.00		\$130.00									\$180.00		\$180.00
2023-0905	09/31/23	520		Pearl St	CB	\$10,000.00	Sprinkler System	\$75.00		\$75.00									\$386.00		\$386.00
						\$25,806,403.00		\$8,865.68	\$355.00	\$205.00	\$0.00	\$0.00	\$2,778.00	\$262.50	\$429.00	\$95.00	\$0.00	\$190.00	\$13,180.18	\$6,840.00	\$20,020.18

EZ Discount Report - AUGUST 2023

Permit #	Date	Street #	Dir	Street Name	Zone	Value	Construction Typ	BLDG	ELECT	PLUMB	HVAC	INS	REWW	ZONG	FD REWW	SIGN	FENCE	SW/DW	AMT PD	EZ	TOTAL FEE
2023-0858	08/17/23	3458		Morrein Dr	HI	\$660,000.00	model/Outdoor :	\$3,452.50	\$55.00				\$1,760.00	\$12.50	\$173.00			\$100.00	\$5,539.00	\$5,380.00	\$10,933.00
2023-0928	08/17/23	1140	W	Locust St	GI	\$48,000.00	place Asphalt Pav	\$12.50										\$60.00	\$72.50	\$72.50	\$145.00
2023-0920	08/17/23	2141		Henry Ludkow Lr	GB	\$25,000.00	nopy & Foundati	\$172.50					\$92.50	\$12.50				\$30.00	\$307.50	\$232.50	\$465.00
2023-0847	08/03/23	529	S	State St	CB	\$14,000.00	epair Rear Exteric	\$142.50					\$77.50	\$12.50					\$392.50	\$232.50	\$465.00
2023-0848	08/03/23	601	S	State St	CB	\$14,000.00	epair Rear Exteric	\$142.50					\$77.50	\$12.50					\$392.50	\$232.50	\$465.00
2023-0866	08/03/23	204	N	State St	CB	\$65,000.00	epair Brick Parapi	\$397.50					\$205.00	\$12.50					\$615.00	\$615.00	\$1,230.00
						\$826,000.00		\$4,320.00	\$55.00				\$2,212.50	\$62.50	\$173.00	\$0.00		\$196.00	\$7,013.00	\$6,840.00	\$13,853.00

CODE ENFORCEMENT VIOLATIONS August 2023

Permit #	Date	Street #	Dir	Street Name	Zone	Enforcement Fee	Code	
							Check #/Cash	Owner
23-0126	08/07/23	1010		Caswell St	SR6	\$100.00	7176	Harry Smith
23-0183	08/14/23	143		Kishwaukee St	CB	\$300.00	Cash	Andrew Kitson
23-0185	08/16/23	426	W	Perry St	SR6	\$200.00	Cash	Dorothee Berlin
	08/21/23	1580	N	State	CB	\$385.50	181121	Taco Bell
	08/21/23	141		Biester	SR6	\$70.00	card	Lynn Eldridge
23-0201	08/29/23	466	N	Appleton Rd	SR6	\$400.00	Cash	Gregorio Cisneros
						\$1,455.50		

AUGUST 2023 DEPOSIT RECORDS

DATE	BUILDG	ELECT	PLUMBG	HVAC	INSL	REWW	ZONG	SIGN	FENCE	SW&DW	AMT PAID	EZ DISC	TOTAL FEE	REINSPECT/ MISC	FD Reww	CODE ENF	ELECTR CERT	TOTAL DEP
8/1/2023	\$910.00	\$100.00				\$110.00	\$45.00			\$60.00	\$1,225.00		\$1,225.00					\$1,225.00
8/2/2023	\$945.00	\$100.00				\$20.00	\$20.00				\$1,085.00		\$1,085.00					\$1,085.00
8/3/2023	\$1,387.50	\$110.00	\$130.00			\$40.00	\$50.00				\$1,717.50		\$1,717.50				\$50.00	\$1,767.50
8/4/2023	\$2,477.50					\$550.00	\$62.50	\$60.00			\$3,150.00	\$1,080.00	\$4,230.00					\$3,150.00
8/5/2023											\$0.00		\$0.00					\$0.00
8/6/2023											\$0.00		\$0.00					\$0.00
8/7/2023	\$2,422.50					\$53.84	\$50.00	\$60.00	\$30.00	\$145.00	\$2,761.34		\$2,761.34					\$2,761.34
8/8/2023	\$1,565.00	\$50.00				\$50.00	\$125.00		\$60.00	\$60.00	\$1,910.00		\$1,910.00			\$100.00		\$2,010.00
8/9/2023	\$190.00		\$390.00			\$20.00	\$50.00		\$30.00	\$60.00	\$740.00		\$740.00	\$500.00				\$1,240.00
8/10/2023	\$50.00		\$130.00			\$10.00	\$20.00		\$30.00		\$240.00		\$240.00					\$240.00
8/11/2023	\$660.00					\$30.00	\$30.00			\$120.00	\$890.00		\$890.00					\$890.00
8/12/2023											\$0.00		\$0.00					\$0.00
8/13/2023											\$0.00		\$0.00					\$0.00
8/14/2023	\$955.00	\$50.00				\$20.20	\$20.00			\$120.00	\$1,165.20		\$1,165.20					\$1,165.20
8/15/2023	\$2,775.00	\$350.00				\$186.34	\$35.00				\$3,346.34		\$3,346.34					\$3,346.34
8/16/2023	\$525.00	\$50.00				\$30.00	\$30.00	\$30.00	\$60.00		\$725.00		\$725.00					\$725.00
8/17/2023	\$744.00	\$50.00				\$20.00	\$20.00			\$60.00	\$894.00		\$894.00			\$200.00		\$1,094.00
8/18/2023	\$4,392.50	\$105.00				\$1,862.50	\$35.00			\$190.00	\$6,585.00	\$5,760.00	\$12,345.00		\$173.00			\$6,758.00
8/19/2023											\$0.00		\$0.00					\$0.00
8/20/2023											\$0.00		\$0.00					\$0.00
8/21/2023	\$50.00					\$20.00	\$20.00		\$30.00	\$60.00	\$180.00		\$180.00			\$452.50	\$50.00	\$682.50
8/22/2023	\$1,354.50	\$100.00				\$188.00	\$65.00			\$120.00	\$1,827.50		\$1,827.50					\$1,827.50
8/23/2023	\$1,070.00	\$70.00		\$8.75	\$10.00	\$10.00	\$10.00			\$60.00	\$1,238.75		\$1,238.75					\$1,238.75
8/24/2023	\$2,433.00	\$50.00				\$20.00	\$20.00			\$60.00	\$2,583.00		\$2,583.00					\$2,583.00
8/25/2023	\$2,433.18					\$40.00	\$40.00		\$30.00	\$120.00	\$2,663.18		\$2,663.18					\$2,663.18
8/26/2023											\$0.00		\$0.00					\$0.00
8/27/2023											\$0.00		\$0.00					\$0.00
8/28/2023	\$550.00					\$10.00	\$10.00		\$30.00		\$600.00		\$600.00					\$600.00
8/29/2023	\$835.00					\$62.50	\$45.00	\$35.00	\$30.00		\$1,007.50		\$1,007.50					\$1,107.50
8/30/2023	\$395.00					\$10.00	\$10.00		\$30.00		\$445.00		\$445.00					\$445.00
8/31/2023	\$540.00	\$150.00	\$130.00			\$50.00	\$75.00		\$60.00		\$1,105.00		\$1,105.00					\$1,105.00
	\$29,759.68	\$1,385.00	\$780.00	\$8.75	\$10.00	\$3,413.38	\$887.50	\$185.00	\$420.00	\$1,235.00	\$38,084.31	\$6,840.00	\$44,924.31	\$500.00	\$173.00	\$1,052.50	\$600.00	\$40,409.81

CODE VIOLATIONS - AUGUST 2023

08/01/2023 - 08/31/2023

Case Date	Parcel Address	Assigned To	Description	Main Status
Group: Closed				
8/17/2023	635 BELLWOOD DR	Cara Whetsel	tall grass	Closed
8/15/2023	2170 PEARL ST	Cara Whetsel	tall grass & weeds	Closed
8/25/2023	1708 13TH AVE	Cara Whetsel	tall grass & weeds	Closed
8/25/2023	1504 & 1506 MARYLAND CT	Cara Whetsel	tall grass & weeds	Closed
8/28/2023	1428 WHITNEY BLVD	Cara Whetsel	mattress in front yard & storage pod on property for quite some time.	Closed
8/28/2023	1422 WHITNEY BLVD	Cara Whetsel	garbage & tall grass	Closed
8/28/2023	1203 VAN BUREN ST	Cara Whetsel	garbage by garage	Closed
8/28/2023	625 E MADISON ST	Cara Whetsel	camper parked closer than 3' to lot line	Closed
8/22/2023	214 W MENOMONIE ST	Cara Whetsel	garbage surrounding dumpster	Closed
8/22/2023	1029 Strawberry	Cara Whetsel	garbage in front yard	Closed
8/22/2023	512 W MADISON ST	Cara Whetsel	garbage by curb	Closed
8/17/2023	620 LOGAN AVE	Cara Whetsel	tall grass& weeds	Closed
8/16/2023	522 W PERRY ST	Cara Whetsel	Continued lack of mowing and upkeep at 522 West Perry Street. or the past 20 years	Closed

8/3/2023	Newburg at Landmark	Cara Whetsel	High grass, Fallen trees	Closed
8/15/2023	809 E 4TH ST	Cara Whetsel	chickens	Closed
8/7/2023	604 E PLEASANT ST	Cara Whetsel	new windows w/o permit	Closed
8/8/2023	610 E PLEASANT ST	Cara Whetsel	pool plugged in w/ extension cord	Closed
8/8/2023	313 E 2ND ST	Cara Whetsel	Neighbor never cuts grass and its at the point where the yard is becoming an eye sore. Weeds are long inside the fence and outside. Looks abandoned.	Closed
8/7/2023	320 W CHRYSLER DR	Cara Whetsel	tall grass & weeds	Closed
8/7/2023	122 E 2ND ST	Cara Whetsel	tall weeds	Closed
8/2/2023	1223 S STATE ST	Cara Whetsel	tall weeds on side of house	Closed
8/1/2023	1703 PEARL ST	Cara Whetsel	parking cars on grass	Closed
				Group Total: 22

Group: In Progress

8/28/2023	1901 CHAMBERLAIN ST	Cara Whetsel	vehicles parking in grass	In Progress
8/28/2023	2000 CHAMBERLAIN ST	Cara Whetsel	vehicle parked in the grass	In Progress
8/28/2023	996 BELVIDERE RD.	Cara Whetsel	Sign in the ROW	In Progress
8/17/2023	426 W PERRY ST	Cara Whetsel	garbage & weeds & inop	In Progress
8/18/2023	512 W MADISON ST	Cara Whetsel	garbage in front yard	In Progress
8/18/2023	329 W PERRY ST	Cara Whetsel	weeds on the DW, broken windows, broken garage door, siding coming off garage & garbage in DW	In Progress
8/17/2023	1302 UNION AVE	Cara Whetsel	tall weeds & underbrush all over property, gutters on ground, holes in the soffit & fascia, deteriorating basement hatch	In Progress
8/16/2023	1005 WARREN AVE	Cara Whetsel	garbage & tall weeds in back off alley & tall grass in front yard.	In Progress
8/16/2023	705 W 12TH ST	Cara Whetsel	garbage in back yard & garbage at curb	In Progress
8/15/2023	1015 MAPLE AVE	Cara Whetsel	garbage, tall weeds & vehicle parking on grass	In Progress
8/11/2023	751 NORTHRIDGE CT	Cara Whetsel	tall grass & weeds & tree down	In Progress

Group Total: 11

Group: Ticketed

8/16/2023	1010 CASWELL ST	Cara Whetsel	garbage & tall weeds in back yard (alley)	Ticketed
8/16/2023	718 E 2ND ST	Cara Whetsel	vehicle parked in the grass & tall grass & weeds	Ticketed
				Group Total: 2

Total Records: 35

617 W. Locust

Before



After



620 Logan

Before



After



1422 Whitney

Before



After



1428 Whitney

Before



After



635 Bellwood

Before



After



446 N. Appleton

Before



After



CODE GRAPHS

ADVANCED SEARCH RESULTS

Select View

Selected	Case Date	Property Address	Description	Assigned To	Letter	Status	Edit/View
<input type="checkbox"/>	04/21/2023	1115 S STATE ST	front porch in disrepair, inop truck & garbage	Cara Whetsel		In Court	
<input type="checkbox"/>	03/29/2023	515 BUCHANAN ST	tall weeds & underbrush, holes in exterior walls, holes in soffit & fascia, garbage in yard, handrails & steps in disrepair on the porches, broken windows	Cara Whetsel		In Court	
<input type="checkbox"/>	04/18/2023	716 S STATE ST	fence in disrepair, garbage & brush & broken garage door	Cara Whetsel		In Progress	
<input type="checkbox"/>	04/21/2023	841 W LOCUST ST	garage roof in disrepair	Cara Whetsel		In Progress	
<input type="checkbox"/>	03/10/2023	215 E 2ND ST	garage roof in disrepair	Cara Whetsel		In Progress	
<input type="checkbox"/>	03/24/2023	704 WHITNEY BLVD	garbage & rubbish & fence too tall in front yard.	Cara Whetsel		In Progress	
<input type="checkbox"/>	02/01/2023	1230 S APPLETON RD	huge garbage pile in yard	Cara Whetsel		In Progress	
<input type="checkbox"/>	02/01/2023	1250 S APPLETON RD	garbage	Cara Whetsel		In Progress	
<input type="checkbox"/>	03/06/2023	124 N STATE ST	deterioration of the front facade with decorative features also in disrepair	Craig Wilcox		In Progress	
<input type="checkbox"/>	03/06/2023	138 N STATE ST	front façade & decorative features in disrepair	Craig Wilcox		In Progress	
<input type="checkbox"/>	07/19/2023	1500 W 6TH ST	potholes in driving & parking areas	Cara Whetsel		In Progress	
<input type="checkbox"/>	07/19/2023	1206 PEARL ST	falling fence & inop vehicles	Cara Whetsel		In Progress	

Selected	Case Date	Property Address	Description	Assigned To	Letter	Status	Edit/View
<input type="checkbox"/>	07/19/2023	522 W 9TH ST	Hole in shed roof	Cara Whetsel		In Progress	
<input type="checkbox"/>	07/27/2023	466 N APPLETON RD	inop vehicles parkin in grass, garbage & tall weeds	Cara Whetsel		In Progress	
<input type="checkbox"/>	07/27/2023	310 WARREN AVE	old siding in yard (garbage) vehicle parked over sidewalk.	Cara Whetsel		In Progress	
<input type="checkbox"/>	07/27/2023	329 W PERRY ST	tall weeds on DW, broken garage door & loose siding, garbage	Cara Whetsel		In Progress	
<input type="checkbox"/>	08/11/2023	751 NORTHRIDGE CT	tall grass & weeds & tree down	Cara Whetsel		In Progress	
<input type="checkbox"/>	08/15/2023	1015 MAPLE AVE	garbage, tall weeds & vehicle parking on grass	Cara Whetsel		In Progress	
<input type="checkbox"/>	05/24/2023	141 S APPLETON RD	tall grass & semi parking in grass	Cara Whetsel		In Progress	
<input type="checkbox"/>	05/24/2023	1105 WARREN AVE	tall grass	Cara Whetsel		In Progress	
<input type="checkbox"/>	05/24/2023	1213 PEARL ST	tall grass & weeds , garbage	Cara Whetsel		In Progress	
<input type="checkbox"/>	05/26/2023	1405 S MAIN ST	tall grass & weeds, inoperable vehicle, too many recreational vehicles	Cara Whetsel		In Progress	
<input type="checkbox"/>	06/08/2023	1321 DOUGLAS CT	trailer parked in the grass	Cara Whetsel		In Progress	
<input type="checkbox"/>	06/08/2023	1405 CAROLYN CT	inoperable vehicle	Cara Whetsel		In Progress	
<input type="checkbox"/>	06/14/2023	214 REBECCA RD	inoperable vehicle & junk in the DW	Cara Whetsel		In Progress	
<input type="checkbox"/>	06/14/2023	409 REBECCA RD	garbage by the house & boat in the back yard parked in the grass	Cara Whetsel		In Progress	
<input type="checkbox"/>	06/14/2023	415 REBECCA RD	trailer in grass	Cara Whetsel		In Progress	

Selected	Case Date	Property Address	Description	Assigned To	Letter	Status	Edit/View
<input type="checkbox"/>	06/21/2023	854 BRADLEY LN	tall grass & broken fence	Cara Whetsel		In Progress	
<input type="checkbox"/>	06/21/2023	920 W LOCUST ST	broken windows	Cara Whetsel		In Progress	
<input type="checkbox"/>	06/27/2023	Riverbend West subdivision	tall grass on new house lots & empty lots	Cara Whetsel		In Progress	
<input type="checkbox"/>	06/27/2023	1106 KISHWAUKEE ST	garbage, tall weeds, inop vehicle & broken fence	Cara Whetsel		In Progress	
<input type="checkbox"/>	06/28/2023	1322 CASWELL ST	tall grass and garbage in the back yard	Cara Whetsel		In Progress	
<input type="checkbox"/>	06/28/2023	216 E HURLBUT AVE	branches in the front yard	Cara Whetsel		In Progress	
<input type="checkbox"/>	08/16/2023	705 W 12TH ST	garbage in back yard & garbage at curb	Cara Whetsel		In Progress	
<input type="checkbox"/>	08/16/2023	1005 WARREN AVE	garbage & tall weeds in back off alley & tall grass in front yard.	Cara Whetsel		In Progress	
<input type="checkbox"/>	08/17/2023	1302 UNION AVE	tall weeds & underbrush all over property, gutters on ground, holes in the soffit & fascia, deteriorating basement hatch	Cara Whetsel		In Progress	
<input type="checkbox"/>	08/18/2023	329 W PERRY ST	weeds on the DW, broken windows, broken garage door, siding coming off garage & garbage in DW	Cara Whetsel		In Progress	
<input type="checkbox"/>	08/18/2023	512 W MADISON ST	garbage in front yard	Cara Whetsel		In Progress	
<input type="checkbox"/>	08/17/2023	426 W PERRY ST	garbage & weeds & inop	Cara Whetsel		In Progress	
<input type="checkbox"/>	08/28/2023	996 BELVIDERE RD.	Sign in the ROW	Cara Whetsel		In Progress	
<input type="checkbox"/>	08/28/2023	2000 CHAMBERLAIN ST	vehicle parked in the grass	Cara Whetsel		In Progress	
<input type="checkbox"/>	08/28/2023	1901 CHAMBERLAIN ST	vehicles parking in grass	Cara Whetsel		In Progress	

Selected	Case Date	Property Address	Description	Assigned To	Letter	Status	Edit/View
<input type="checkbox"/>	07/10/2023	1130 PEARL ST	falling fence, garbage, too much outdoor storage, tall grass & weeds	Cara Whetsel		In Progress	
<input type="checkbox"/>	07/19/2023	658 JULIEN ST	broken down truck in driveway that hasn't moved in months with windows down, weeds and grass are 3ft tall	Cara Whetsel		Ticketed	
<input type="checkbox"/>	07/19/2023	524 BELOIT RD	inop vehicles on property & balcony in disrepair	Cara Whetsel		Ticketed	
<input type="checkbox"/>	08/16/2023	718 E 2ND ST	vehicle parked in the grass & tall grass & weeds	Cara Whetsel		Ticketed	
<input type="checkbox"/>	08/16/2023	1010 CASWELL ST	garbage & tall weeds in back yard (alley)	Cara Whetsel		Ticketed	
<input type="checkbox"/>	03/08/2023	211 E 2ND ST	Garbage in back yard & driveway, inoperable vehicle & truck w/ D plates	Cara Whetsel		Ticketed	

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Records 1 to 48 (of 48)

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INCOME STATEMENT FOR THE GENERAL FUND

			Through	August	2023	
	Account #	Actual FY 23	Month of August	YTD Actual for FY 24	Budget FY 24	33% of Budget
General Administration						
RE Property Tax	01-4-110-4010	1,770,704.94	590,663.66	1,566,994.93	1,769,385	89%
Hotel / Motel Tax	01-4-110-4011	3,980.28	0.00	0.00	2,200	0%
Auto Rental Tax	01-4-110-4012	8,170.04	805.73	2,817.04	8,000	35%
Muni Infrastructure Maint	01-4-110-4013	70,884.89	5,926.41	22,598.88	70,105	32%
State Income Tax	01-4-110-4100	4,094,235.45	250,271.91	1,526,417.19	4,151,926	37%
Home Rule Sales Tax	01-4-110-4109	1,569,897.68	134,921.69	483,629.26	1,603,027	30%
Muni Sales Tax	01-4-110-4110	5,037,083.37	437,728.24	1,590,639.56	5,148,032	31%
Sales Tax to Developer	01-4-110-4111	0.00	0.00	0.00	0	0%
Local Use Tax	01-4-110-4112	1,031,810.57	76,679.60	321,782.16	970,947	33%
Local Motor Fuel Tax	01-4-110-4113	390,702.87	29,582.01	125,053.13	405,000	31%
Cannabis Tax	01-4-110-4115	39,894.75	3,424.51	12,814.46	40,076	32%
Replacement Tax	01-4-110-4120	1,689,573.59	40,056.63	623,038.46	1,500,000	42%
Repl Tax Dist to Pensions	01-4-110-4121	(264,297.00)	0.00	0.00	(264,297)	0%
Grants	01-4-110-4150	0.00	0.00	55,500.00	0	0%
American Rescue Plan Act	01-4-110-4152	1,710,788.18	1,758,523.58	1,758,523.58	0	0%
Business License	01-4-110-4200	9,365.00	420.00	8,575.00	9,980	86%
Liquor License & Fines	01-4-110-4210	168,800.00	22,500.00	130,400.00	162,100	80%
Amusement Machine	01-4-110-4230	106,639.67	1,875.00	111,875.00	113,000	99%
Court Fines	01-4-110-4400	145,439.41	13,617.40	55,548.56	120,000	46%
Parking Fines	01-4-110-4410	3,660.00	105.00	310.00	2,000	16%
Seized Vehicle Fee	01-4-110-4420	45,950.00	3,000.00	13,500.00	35,000	39%
Engr Fees-Subdivision	01-4-110-4430	119,833.00	37,269.00	37,269.00	0	#DIV/0!
Video Gambling	01-4-110-4440	541,209.21	41,950.70	188,569.85	500,000	38%
Franchise Fees	01-4-110-4450	254,574.63	56,357.34	115,647.71	262,313	44%
Comcast Fees	01-4-110-4455	0.00	0.00	0.00	0	0%
Death/Birth Certificates	01-4-110-4460	22,478.00	1,774.00	6,535.00	21,174	31%
Accident/Fire Reports	01-4-110-4470	3,175.00	240.00	1,030.00	3,465	30%
Annexation/Plat Fees	01-4-110-4471	59,298.44	0.00	0.00	0	#DIV/0!
Tipping Fees	01-4-110-4472	21,609.46	14,572.41	118,363.38	20,000	592%
Fuel Charges (outside vendors)	01-4-110-4550	499,211.24	42,955.60	184,070.37	485,000	38%
Interest Income	01-4-110-4600	382,828.12	68,596.06	195,517.50	24,000	815%
Miscellaneous	01-4-110-4900	183,249.74	12,613.72	44,578.18	130,400	34%
Heritage Days	01-4-110-4901	90,968.86	536.00	33,576.00	0	#DIV/0!
Historic Pres. Fundraising	01-4-110-4902	858.60	0.00	0.00	0	0%
Historic Pres. Grant Reimb.	01-4-110-4903	0.00	0.00	0.00	0	0%
Sale of Assets	01-4-110-4950	0.00	0.00	0.00	0	0%
Operating Transfer in (Reserves)	01-4-110-9998	0.00	0.00	0.00	0	0%
Total General Administration Revenues		19,812,577.99	3,646,966.20	9,335,174.20	17,292,833	54%
Salaries - Elected Officials	01-5-110-5000	215,888.40	24,910.20	74,184.22	215,889	34%
Salaries - Regular - FT	01-5-110-5010	226,442.65	34,891.50	40,578.30	249,211	16%
Group Health Insurance	01-5-110-5130	465,308.60	42,008.71	169,045.95	518,316	33%
Health Ins Claims Pd (Dental)	01-5-110-5131	30,472.00	233.00	8,183.15	30,000	27%
Group Life Insurance	01-5-110-5132	1,368.90	44.62	133.34	1,377	10%
Health Insurance Reimb.	01-4-110-4540	(153,306.55)	(14,473.93)	(55,438.92)	(144,861)	38%
Unemployment Compensation	01-5-110-5136	2,506.96	0.00	0.00	0	0%
Memberships, Mtgs & Conf,	01-5-110-5154	3,149.60	0.00	392.02	31,655	1%
Subscriptions/Ed Materials	01-5-110-5156	715.20	0.00	0.00	0	#DIV/0!
Gen Admin Personnel & Benefit Expenses		792,545.76	87,614.10	237,078.06	901,587	26%
Repairs/Maint - Bldgs	01-5-110-6010	33,132.70	3,557.29	7,736.79	29,600	26%
Repairs/Maint - Equip	01-5-110-6020	3,235.97	301.63	1,247.22	5,000	25%
Legal	01-5-110-6110	9,493.39	766.14	1,792.67	46,250	4%
Other Professional Services	01-5-110-6190	106,919.29	5,107.72	11,811.49	92,000	13%
Back to Business Grant	01-5-110-6191	0.00	0.00	0.00	0	0%
Telephone	01-5-110-6200	21,042.92	2,221.85	4,018.12	21,250	19%
Codification	01-5-110-6225	950.00	0.00	513.00	6,200	8%
Other Communications	01-5-110-6290	1,655.56	145.10	487.48	2,250	22%
Gen Admin Contractual Expenses		176,429.83	12,099.73	27,606.77	202,550	14%

General Administration (cont)	Account #	Actual FY 23	Month of August	YTD Actual for FY 24	Budget FY 24	33% of Budget
Office Supplies	01-5-110-7020	108,715.04	7,834.31	48,021.31	122,334	39%
Gas and Oil	01-5-110-7030	481,925.30	28,177.47	155,243.60	460,000	34%
Other Supplies	01-5-110-7800	1,502.66	40.65	228.27	3,100	7%
Gen Admin Supplies Expenses		592,143.00	36,052.43	203,493.18	585,434	35%
Miscellaneous Expense	01-5-110-7900	93,410.99	1,020.18	14,176.56	33,150	43%
Reimb of Seized Vehicle Fee	01-5-110-7901	0.00	0.00	0.00	0	0%
Heritage Days	01-5-110-7902	96,130.62	226.00	44,836.75	0	0%
Comcast Charges	01-5-110-7903	0.00	0.00	0.00	0	0%
Historic Preservation	01-5-110-7904	0.00	0.00	0.00	0	0%
Disaster Relief	01-5-110-7905	42,033.24	0.00	41,841.00	0	#DIV/0!
Operating Transfers Out (ARPA)	01-5-110-9990	929,430.84	115,559.75	125,525.32	0	#DIV/0!
Operating Transfers Out	01-5-110-9999	2,191,532.60	798,198.90	1,133,191.81	1,451,085	78%
Total General Administration Expenses		3,942,192.80	935,211.34	1,660,383.13	3,173,806	52%
NET GENERAL ADMINISTRATION		15,870,385.19	2,711,754.86	7,674,791.07	14,119,027	54%
General Fund - Audit Department						
RE Taxes - Audit	01-4-130-4010	20,051.20	6,687.58	17,741.76	20,000	89%
Accounting & Auditing	01-5-130-6100	45,390.00	28,060.00	41,210.00	50,000	82%
NET - AUDIT DEPARTMENT		(25,338.80)	(21,372.42)	(23,468.24)	(30,000)	78%
General Fund - IMRF Department						
RE Taxes - IMRF	01-4-140-4010	65,046.67	21,710.21	57,595.86	65,000	89%
Replacement Tax	01-4-140-4120	90,999.00	0.00	0.00	90,999	0%
Expense Reimbursement	01-4-140-4940	15,664.88	1,302.84	3,900.33	17,121	23%
Total IMRF Revenues		171,710.55	23,013.05	61,496.19	173,120	36%
IMRF Premium Expense	01-5-140-5120	119,758.64	6,302.74	24,820.43	99,630	25%
NET - IMRF DEPARTMENT		51,951.91	16,710.31	36,675.76	73,490	50%
General Fund - Social Security Department						
RE Taxes - FICA/Med	01-4-150-4010	200,157.81	66,764.08	177,121.06	200,000	89%
Expense Reimbursement	01-4-150-4940	146,492.59	17,139.86	53,413.84	158,110	34%
Library Expense Reimb.	01-4-150-4941	36,007.97	4,668.29	13,808.68	42,425	33%
Total Soc Security Revenues		382,658.37	88,572.23	244,343.58	400,535	61%
FICA Expense	01-5-150-5110	235,689.41	28,754.30	86,794.30	240,393	36%
Medicare Expense	01-5-150-5112	148,125.89	17,841.49	56,650.37	151,975	37%
Total Soc Security Expenses		383,815.30	46,595.79	143,444.67	392,368	37%
NET - SOCIAL SECURITY DEPT		(1,156.93)	41,976.44	100,898.91	8,167	1135%
General Fund - Liability Insurance Dept						
RE Taxes - Ins Liability	01-4-160-4010	300,214.25	100,144.36	265,676.97	300,000	89%
Expense Reimbursement	01-4-160-4940	0.00	0.00	0.00	0	0%
Total Liability Insurance Revenues		300,214.25	100,144.36	265,676.97	300,000	89%
Insurance Premium	01-5-160-6800	470,305.33	0.00	0.00	484,430	0%
NET - LIABILITY INSURANCE DEPT		(170,091.08)	100,144.36	265,676.97	(184,430)	-144%

Police Department	Account #	Actual FY 23	Month of August	YTD Actual for FY 24	Budget FY 24	33% of Budget
RE Property Tax	01-4-210-4010	1,202,323.45	440,998.25	1,169,941.76	1,321,032	89%
Grants	01-4-210-4150	22,148.92	70,384.78	75,438.81	20,750	364%
Asset Forfeiture Revenue	01-4-210-4386	8,858.78	3,071.48	3,071.48	0	#DIV/0!
Police Court Fines	01-4-210-4400	52,628.33	5,866.58	19,963.96	35,628	56%
eCitation Fees	01-4-210-4410	2,141.14	246.00	866.61	0	#DIV/0!
Sex Offender Reg Fee	01-4-210-4480	2,500.00	0.00	800.00	2,500	32%
Violent Offender Reg Fee	01-4-210-4490	0.00	0.00	0.00	0	0%
Miscellaneous Revenues	01-4-210-4900	32,076.45	730.00	15,253.05	35,000	44%
Expense Reimbursement	01-4-210-4940	19,247.05	0.00	1,801.36	0	0%
SRO Reimbursement	01-4-210-4945	85,146.52	10,837.12	31,385.48	108,180	29%
Sale of Assets	01-4-210-4950	32,000.00	0.00	11,185.00	0	0%
COSSAP Reimbursement	01-4-210-4955	135,570.47	10,326.65	41,342.60	0	0%
Total Police Department Revenues		1,594,641.11	542,460.86	1,371,050.11	1,523,090	90%
Salary - Regular - FT	01-5-210-5010	3,890,735.42	454,815.35	1,417,163.41	4,219,697	34%
Overtime	01-5-210-5040	290,874.09	78,230.56	171,969.55	365,650	47%
Police Pension	01-5-210-5122	1,781,438.00	0.00	0.00	1,572,765	0%
Health Insurance	01-5-210-5130	828,890.29	57,804.12	259,796.35	1,099,983	24%
Dental Claims	01-5-210-5131	47,429.92	4,305.52	15,048.22	52,000	29%
Unemployment Compensation	01-5-210-5136	1,043.42	0.00	0.00	0	0%
Uniform Allowance	01-5-210-5140	81,505.95	3,448.34	90,028.04	101,342	89%
Training	01-5-210-5152	53,695.53	17,597.83	36,845.40	132,780	28%
Police Dept Personnel & Benefit Expenses		6,975,612.62	616,201.72	1,990,850.97	7,544,217	26%
Repair/Maint-Equipment	01-5-210-6020	16,341.64	4,188.24	11,345.20	31,510	36%
Repair/Maint-Vehicles	01-5-210-6030	54,639.70	5,057.59	11,212.86	89,850	12%
Telephone/Utilities	01-5-210-6200	37,139.95	1,227.02	33,584.25	51,000	66%
Physical Exams	01-5-210-6810	13,467.50	0.00	440.00	11,840	4%
Community Policing	01-5-210-6816	4,674.57	84.87	3,080.32	10,000	31%
K-9 Program Expenses	01-5-210-6818	28,133.83	1,094.35	2,931.76	7,698	38%
Sex Offender State Disburse	01-5-210-6835	1,495.00	130.00	520.00	3,600	14%
Violent Offender State Disburse	01-5-210-6845	60.00	0.00	20.00	0	0%
Police Department - Contractual Expenses		155,952.19	11,782.07	63,134.39	205,498	31%
Office Supplies	01-5-210-7020	3,495.00	641.20	1,662.16	8,550	19%
Gas & Oil	01-5-210-7030	108,484.71	9,024.63	36,334.50	127,000	29%
Operating Supplies	01-5-210-7040	23,081.70	1,399.39	3,849.38	46,025	8%
Miscellaneous Expense	01-5-210-7900	8,790.29	714.56	4,133.21	18,700	22%
Police Asset Forfeiture Expense	01-5-210-7901	8,858.78	3,071.48	3,071.48	0	#DIV/0!
eCitation Expenses	01-5-210-7902	2,242.00	1,526.16	1,526.16	3,000	51%
Police Department - Supplies Expense		154,952.48	16,377.42	50,576.89	203,275	25%
Equipment	01-5-210-8200	42,858.23	1,260.83	3,323.12	4,530	73%
Vehicles	01-5-210-8300	0.00	0.00	0.00	0	#DIV/0!
Total Police Department Expenses		7,329,375.52	645,622.04	2,107,885.37	7,957,520	26%
NET - POLICE DEPARTMENT		(5,734,734)	(103,161)	(736,835)	(6,434,430)	11%
Public Safety Building Department						
Salaries - Regular - FT	01-5-215-5010	604,621.63	51,881.23	178,956.19	780,867	23%
Other (FICA & IMRF)	01-5-215-5079	83,696.73	6,578.55	22,691.66	123,455	18%
Other Contractual Services	01-5-215-6890	280,504.86	14,855.08	60,877.94	357,500	17%
NET - PUBLIC SAFETY BLDG DEPT		(968,823.22)	30,447.60	(262,525.79)	(1,261,822)	21%

Fire Department	Account #	Actual FY 23	Month of August	YTD Actual for FY 24	Budget FY 24	33% of Budget
RE Property Tax	01-4-220-4010	1,021,902.61	384,134.53	1,019,085.68	1,150,714	89%
Grants	01-4-220-4150	3,509.97	0.00	1,724.99	0	0%
Miscellaneous Revenues	01-4-220-4900	47,212.40	3,173.00	5,891.80	5,250	112%
Expense Reimbursement	01-4-220-4940	860.89	0.00	25,874.00	0	0%
Sale of Assets	01-4-220-4950	210,000.00	0.00	0.00	0	0%
Ambulance Services	01-4-220-4960	0.00	9,068.60	9,168.60	600,000	2%
Total Fire Department Revenues		1,283,485.87	396,376.13	1,061,745.07	1,755,964	60%
Salaries - Regular - FT	01-5-220-5010	2,315,718.51	269,895.79	915,779.18	2,569,796	36%
Overtime	01-5-220-5040	216,495.85	19,013.86	42,841.16	218,423	20%
Fire Pension	01-5-220-5124	1,439,187.00	0.00	0.00	1,247,022	0%
Health Insurance	01-5-220-5130	531,253.10	38,157.11	158,740.04	674,699	24%
Dental Insurance	01-5-220-5131	28,087.04	3,391.20	12,237.60	30,000	41%
Unemployment Compensation	01-5-220-5136	0.00	0.00	0.00	0	0%
Uniform Allowance	01-5-220-5140	35,397.45	738.02	37,167.10	40,200	92%
Training	01-5-220-5152	11,291.58	217.97	234.04	23,939	1%
Fire Depart Personnel & Benefits Expenses		4,577,430.53	331,413.95	1,166,999.12	4,804,079	24%
Repair/Maint-Bldg	01-5-220-6010	43,947.15	2,144.80	16,133.18	34,130	47%
Repair/Maint-Equipment	01-5-220-6020	17,905.12	319.56	8,803.74	17,050	52%
Repair/Maint-Vehicles	01-5-220-6030	46,883.58	9,131.18	13,877.84	49,000	28%
Telephone/Utilities	01-5-220-6200	11,213.06	954.31	3,410.59	11,811	29%
Physical Exams	01-5-220-6810	519.00	0.00	0.00	1,000	0%
Fire Prevention	01-5-220-6822	6,594.37	0.00	1,322.63	7,830	17%
Emergency Medical Supplies	01-5-220-6824	11,138.45	786.99	1,602.98	11,740	14%
Ambulance Services	01-5-220-6830	0.00	140,626.72	289,302.91	1,719,733	17%
Fire Department - Contractual Expenses		138,200.73	153,963.56	334,453.87	1,852,294	18%
Office Supplies	01-5-220-7020	29,697.38	1,379.09	19,641.90	33,850	58%
Gas & Oil	01-5-220-7030	27,759.67	2,153.63	8,451.16	35,094	24%
Operating Supplies	01-5-220-7040	8,296.17	333.25	2,372.48	9,900	24%
Miscellaneous Expense	01-5-220-7900	10,464.32	0.00	299.00	0	#DIV/0!
Fire Department - Supplies Expenses		76,217.54	3,865.97	30,764.54	78,844	39%
Equipment	01-5-220-8200	19,277.03	384.99	4,984.36	32,470	15%
Total Fire Department Expenses		4,811,125.83	489,628.47	1,537,201.89	6,767,687	23%
NET - FIRE DEPARTMENT		(3,527,639.96)	(93,252.34)	(475,456.82)	(5,011,723)	9%
Police & Fire Commission Department						
Physical Exams	01-5-225-6810	8,954.00	3,008.00	3,077.00	37,400	8%
Other Contractual Services	01-5-225-6890	10,701.63	4,960.00	8,143.00	12,250	66%
NET - POLICE & FIRE COMMISSION		(19,655.63)	7,968.00	(11,220.00)	(49,650)	23%

Community Development	Account #	Actual FY 23	Month of August	YTD Actual for FY 24	Budget FY 24	33% of Budget
Building Permits	01-4-230-4300	490,324.14	29,323.19	118,678.40	300,000	40%
Electric Permits	01-4-230-4310	79,267.21	1,385.00	7,633.47	36,000	21%
Electrician Certification Fees	01-4-230-4315	1,800.00	200.00	2,200.00	3,000	73%
Plumbing Permits	01-4-230-4320	16,562.17	780.00	5,004.70	17,000	29%
HVAC Permits	01-4-230-4330	36,230.90	8.75	2,013.31	18,000	11%
Plan Review Fees	01-4-230-4340	216,033.37	3,413.38	16,830.52	90,000	19%
Sidewalk/Lot Grading Fees	01-4-230-4350	36,737.20	1,355.00	5,473.50	20,000	27%
Insulation Permits	01-4-230-4360	12,080.00	10.00	410.00	9,000	5%
Fire Review Fees	01-4-230-4365	0.00	0.00	0.00	2,750	0%
Zoning Review Fee	01-4-230-4370	5,287.50	887.50	2,844.47	4,000	71%
Code Enforcement	01-4-230-4380	3,200.00	1,452.50	2,107.50	3,000	70%
Forced Mowings Reimb.	01-4-230-4385	232.50	0.00	140.00	0	0%
Other Permits	01-4-230-4390	6,480.00	485.00	3,270.00	4,000	82%
Miscellaneous	01-4-230-4900	472.00	0.00	20.00	100	20%
Expense Reimbursement	01-4-230-4940	3,584.31	392.38	533.44	3,000	18%
Planning Fees	01-4-230-4950	23,349.25	500.00	1,200.00	20,000	6%
Planning Miscellaneous	01-4-230-4955	0.00	95.00	555.00	1,000	56%
Building Department - Revenues		931,640.55	40,287.70	168,914.31	530,850	32%
Salaries- Regular - FT	01-5-230-5010	267,686.62	32,979.54	97,657.24	285,662	34%
FICA	01-5-230-5079	19,641.19	2,424.13	7,155.01	21,853	33%
IMRF	01-5-230-5120	15,664.88	1,302.84	3,900.33	17,121	23%
Health Ins Expense	01-5-230-5130	57,671.62	3,417.41	15,486.16	81,709	19%
Dental Insurance	01-5-230-5131	2,168.80	60.80	754.40	4,000	19%
Unemployment	01-5-230-5136	0.00	0.00	0.00	0	0%
Training	01-5-230-5152	1,270.08	0.00	0.00	2,000	0%
Building Dept Personnel & Benefits Expense		364,103.19	40,184.72	124,953.14	412,345	30%
Repair/Maint - Equip	01-5-230-6020	2,783.74	160.80	656.30	3,300	20%
Repair/Maint - Vehicles	01-5-230-6030	1,606.35	0.00	0.00	3,000	0%
Other Professional Services	01-5-230-6190	36,251.64	13,590.41	22,861.64	73,335	31%
Telephone	01-5-230-6200	1,666.96	123.52	367.22	1,700	22%
Postage	01-5-230-6210	5,201.94	69.54	750.52	6,000	13%
Printing & Publishing	01-5-230-6220	4,443.80	0.00	60.00	3,000	2%
Other Contractual Services	01-5-230-6890	0.00	0.00	0.00	6,150	0%
Building Department - Contractual Expenses		51,954.43	13,944.27	24,695.68	96,485	26%
Office Supplies	01-5-230-7020	5,719.90	993.92	1,522.75	5,000	30%
Gas & Oil	01-5-230-7030	1,838.88	206.45	727.41	2,500	29%
Miscellaneous Expense	01-5-230-7900	1,487.66	0.00	25.81	1,000	3%
Operating Transfer Out	01-5-230-9999	0.00	0.00	0.00	0	0%
Building Department - Supplies Expenses		9,046.44	1,200.37	2,275.97	8,500	27%
Total Building Department Expenses		425,104.06	55,329.36	151,924.79	517,330	29%
NET - BUILDING DEPARTMENT		506,536.49	(15,041.66)	16,989.52	13,520	126%
Civil Defense Department						
RE Tax - Civil Defense	01-4-240-4010	7,027.91	2,346.25	6,224.47	7,000	89%
Miscellaneous Revenues	01-4-240-4900	0.00	0.00	0.00	0	0%
Miscellaneous Expense	01-5-240-7900	0.00	0.00	6,223.00	6,800	92%
NET - CIVIL DEFENSE DEPARTMENT		7,027.91	54,227.48	1.47	200	-3%

Street Department	Account #	Actual FY 23	Month of August	YTD Actual for FY 24	Budget FY 24	33% of Budget
RE Tax - Road & Bridge	01-4-310-4010	340,586.34	112,058.65	312,278.80	320,000	98%
Grants	01-4-310-4150	0.00	0.00	846,407.24	0	0%
Sidewalk/Driveway/Lot Grading	01-4-310-4350	0.00	0.00	0.00	0	0%
Miscellaneous Revenues	01-4-310-4900	7,118.54	1,827.70	2,267.84	5,000	45%
Expense Reimbursement	01-4-310-4940	38,775.36	3,045.43	149,349.52	15,000	996%
Expense Reimbursement	01-5-310-4940	0.00	0.00	0.00	0	0%
Sale of Assets	01-4-310-4950	0.00	0.00	0.00	0	0%
Intergovernmental Revenue	01-4-310-4960	0.00	0.00	0.00	0	0%
Street Department - Revenues		386,480.24	116,931.78	1,310,303.40	340,000	385%
Salaries - Regular - FT	01-5-310-5010	713,714.43	87,416.03	261,296.57	763,453	34%
Overtime	01-5-310-5040	60,235.25	13,150.00	30,222.60	55,000	55%
Health Insurance	01-5-310-5130	232,540.16	22,219.73	89,024.24	281,272	32%
Uniform Allowance	01-5-310-5140	18,273.37	994.44	3,710.80	16,700	22%
Training	01-5-310-5152	1,091.58	0.00	0.00	1,500	0%
Street Dept - Personnel & Benefits Expenses		1,025,854.79	123,780.20	384,254.21	1,117,925	34%
Repair/Maint - Storm Drain	01-5-310-6001	20,983.49	1,485.00	11,344.55	30,000	38%
Repair/Maint - St/Parking Lot	01-5-310-6002	125,758.84	9,007.30	51,392.33	100,000	51%
Repair/Maint - Sidewalk/Curb	01-5-310-6003	94,070.35	4,175.52	5,652.24	40,000	14%
Repair/Maint - Building	01-5-310-6010	17,133.15	478.06	1,938.95	12,000	16%
Repair/Maint - Equipment	01-5-310-6020	142,623.71	21,995.23	79,680.92	140,000	57%
Repair/Maint - Traffic Signal	01-5-310-6024	25,692.03	0.00	980.28	32,500	3%
Telephone/Utilities	01-5-310-6200	9,586.71	862.30	2,616.06	9,200	28%
Leaf Clean-up/Removal	01-5-310-6826	973.00	0.00	0.00	12,000	0%
Street Department - Contractual Expenses		436,821.28	38,003.41	153,605.33	375,700	41%
Office Supplies	01-5-310-7020	5,880.80	467.99	962.29	6,000	16%
Gas & Oil	01-5-310-7030	84,954.94	6,177.51	21,728.18	80,000	27%
Operating Supplies	01-5-310-7040	28,032.72	2,749.65	18,720.30	30,000	62%
Miscellaneous Expense	01-5-310-7900	2,371.79	0.00	40.00	62,000	0%
Street Department - Supplies Expenses		121,240.25	9,395.15	41,450.77	178,000	23%
Equipment	01-5-310-8200	0.00	0.00	0.00	0	0%
Total Street Department Expenses		1,583,916.32	171,178.76	579,310.31	1,671,625	35%
NET - STREET DEPARTMENT		(1,197,436.08)	(54,246.98)	730,993.09	(1,331,625)	-55%
Street Lighting						
RE Tax - Street Lighting	01-4-330-4010	210,183.38	70,114.86	186,010.49	210,000	89%
Expense Reimbursement	01-5-330-4940	0.00	0.00	0.00	0	0%
Repair/ Maint - Street Light	01-5-330-6022	18,954.50	0.00	51.98	10,000	1%
Street Lighting - Electricity	01-5-330-6310	250,636.33	22,155.99	65,352.25	273,490	24%
NET - STREET LIGHTING		(59,407.45)	47,958.87	120,606.26	(73,490)	-164%

Landfill Department	Account #	Actual FY 23	Month of August	YTD Actual for FY 24	Budget FY 24	33% of Budget
RE Tax - Refuse/Landfill	01-4-335-4010	50,048.18	16,698.01	44,298.78	50,000	89%
Miscellaneous Revenue	01-4-335-4900	0.00	0.00	0.00	0	0%
Miscellaneous Expenses	01-5-335-7900	54,217.00	0.00	0.00	54,500	0%
NET - GARBAGE DEPARTMENT		(4,168.82)	16,698.01	44,298.78	(4,500)	-984%
Forestry Department						
RE Tax - Forestry	01-4-340-4010	40,062.49	13,361.22	35,446.48	40,000	89%
Other Fees	01-4-340-4490	0.00	0.00	0.00	0	0%
Miscellaneous	01-4-340-4900	0.00	0.00	0.00	0	0%
Forestry Department Revenues		40,062.49	13,361.22	35,446.48	40,000	89%
Repair/ Maint - Other	01-5-340-6090	0.00	0.00	0.00	0	0%
Tree Removal or Purchase	01-5-340-6850	53,490.50	0.00	480.00	43,000	1%
Miscellaneous Expense	01-5-340-7900	0.00	0.00	0.00	0	0%
Forestry Department Expenses		53,490.50	0.00	480.00	43,000	1%
NET - FORESTRY DEPARTMENT		(13,428.01)	13,361.22	34,966.48	(3,000)	0%
Engineering Department						
Engineering	01-5-360-6140	7,658.00	296.88	2,185.63	27,000	8%
Subdivision Expense	01-5-360-6824	27,415.00	0.00	14,302.50	10,000	143%
Office Supplies	01-5-360-7020	7,149.71	1,032.19	1,369.03	7,500	18%
Gas & Oil	01-5-360-7030	0.00	0.00	0.00	0	0%
NET - ENGINEERING DEPARTMENT		(42,222.71)	(1,329.07)	(17,857.16)	(44,500)	40%
Health / Social Services						
Council on Aging	01-5-410-6830	0.00	0.00	0.00	0	#DIV/0!
Demolition / Nuisance	01-5-410-6832	3,228.75	1,081.25	2,396.25	4,500	53%
NET - HEALTH / SOCIAL SERVICES		(3,228.75)	(1,081.25)	(2,396.25)	(4,500)	53%
Economic Development						
Planning Dept Services	01-5-610-6150	1,880.00	560.00	840.00	3,360	25%
Economic / Business	01-5-610-6840	80,430.00	0.00	61,000.00	87,462	70%
Tourism	01-5-610-6842	0.00	0.00	0.00	0	#DIV/0!
Historic Preservation	01-5-610-6844	4,425.81	0.00	2,500.00	4,550	55%
NET - ECONOMIC DEVELOPMENT		(86,735.81)	(560.00)	(64,340.00)	(95,372)	67%
Buchanan Street Strolls						
Strolls Vendor Fee	01-4-615-4490	0.00	0.00	0.00	0	#DIV/0!
Strolls Sponsors	01-4-615-4495	0.00	0.00	0.00	0	#DIV/0!
Strolls Miscellaneous	01-4-615-4900	0.00	0.00	0.00	0	#DIV/0!
STROLLS REVENUE		0.00	0.00	0.00	0	#DIV/0!
Buchanan Strolls Entertainment	01-5-615-6190	0.00	0.00	0.00	0	#DIV/0!
Buchanan Strolls Supplies	01-5-615-7040	0.00	0.00	0.00	0	#DIV/0!
Buchanan Strolls Misc.	01-5-615-7900	0.00	0.00	0.00	0	#DIV/0!
STROLLS EXPENSES		0.00	0.00	0.00	0	#DIV/0!
NET - BUCHANAN STREET STROLLS		0.00	0.00	0.00	0	#DIV/0!
Utility Tax Dept.						
Utility Tax - Electric	01-4-751-4131	1,011,810.07	87,174.70	306,169.98	1,100,000	28%
Utility Tax - Gas	01-4-751-4132	1,296,411.73	35,273.50	203,680.84	925,000	22%
Utility Tax - Telephone	01-4-751-4133	141,769.92	11,852.84	45,197.81	135,000	33%
Grants	01-4-751-4150	0.00	0.00	0.00	0	0%
Expense Reimbursement	01-4-751-4940	0.00	0.00	0.00	0	0%
Tripp Rd. Reconstruction	01-5-751-8056	0.00	0.00	0.00	0	0%
Southside Stormsewer Study	01-5-751-8058	0.00	0.00	0.00	0	0%
Bellwood Detention Basin	01-5-751-8060	0.00	0.00	0.00	0	0%
Poplar Grove/ Lawrenceville Int	01-5-751-8062	0.00	0.00	0.00	0	0%
		2,449,991.72	134,301.04	555,048.63	2,160,000	26%
TOTAL GENERAL FUND REVENUES		27,640,773.81	5,198,261.27	14,663,474.44	24,803,392	59%
TOTAL GENERAL FUND EXPENSES		20,608,948.25	2,484,337.67	6,676,627.02	22,958,030	29%
NET REV OVER (UNDER) EXP		7,031,825.56	2,713,923.60	7,986,847.42	1,845,363	

CASH FLOW STATEMENT FOR WATER / SEWER FUND as of August, 2023

Water / Sewer General Administration

Line Item	Account #	Actual FY 23	Month of August	Actual FY 24	Budget FY 24	33% of Budget
Beginning Cash & Investments		75,632		76,901.00	75,632	
Interest Income-sweep acct	61-4-110-4600	0	0.00	0.00	200	
Miscellaneous Revenues	61-4-110-4900	1,269	0.00	0.00	0	
Operating Transfer Out	61-5-110-9999	0	0.00	0.00	0	
Ending Cash		76,901	0.00	76,901.00	75,832	

Water Department

Line Item	Account #	Actual FY 23	Month of August	Actual FY 24	Budget FY 24	33% of Budget
Beginning Cash & Investments		220,437		273,187.92	258,350	
Water Consumption	61-4-810-4500	1,943,871	132,943.72	598,191.66	2,020,285	30%
Dep on Agr - Westhill	61-4-810-4521	31,738	0.00	7,311.00	10,000	0%
Meters Sold	61-4-810-4530	159,337	0.00	13,542.00	97,250	14%
Other Services	61-4-810-4590	3,397	662.50	1,293.00	3,000	43%
W/S Interest	61-4-810-4600	133	22.82	67.34	200	34%
Miscellaneous Revenues	61-4-810-4900	50	0.00	7,934.23	0	0%
Expense Reimbursement	61-4-810-4940	500	0.00	4,509.94	0	0%
Sale of Assets	61-4-810-4950	0	0.00	0.00	0	0%
Operating Transfers-In	61-4-810-9998	0	0.00	0.00	0	0%
Total Water Department Revenues		2,139,026	133,629.04	632,849.17	2,130,735	30%
Salaries - Regular - FT	61-5-810-5010	557,086	64,820.65	227,632.83	604,665	38%
Overtime	61-5-810-5040	59,607	1,935.50	5,458.11	35,000	16%
FICA Water	61-5-810-5079	43,500	5,091.08	15,831.49	48,916	32%
IMRF	61-5-810-5120	40,295	2,216.83	9,130.55	38,323	24%
Group Health Insurance	61-5-810-5130	211,134	16,931.56	67,835.22	192,524	35%
Uniform Allowance	61-5-810-5140	7,856	717.13	2,591.88	12,525	21%
Rep& Maint-Infrastructure	61-5-810-6000	128,858	5,984.93	17,074.73	74,000	23%
Rep& Maint - Buildings	61-5-810-6010	12,236	637.04	1,628.37	16,000	10%
Rep& Maint - Equipment	61-5-810-6020	54,961	508.28	17,806.33	35,000	51%
Rep& Maint - Vehicles	61-5-810-6030	12,927	791.67	2,843.54	20,000	14%
Rep& Maint - Contractual	61-5-810-6040	87,283	4,162.80	16,730.66	80,000	21%
Other Professional Serv	61-5-810-6190	7,318	2,618.95	5,172.58	10,000	52%
Telephone	61-5-810-6200	5,935	521.05	1,588.27	10,000	16%
Postage	61-5-810-6210	24,040	3,288.11	8,160.21	18,000	45%
Utilities	61-5-810-6300	134,570	64,010.56	82,531.95	200,000	41%
Office Equip Rental/Maint	61-5-810-6410	25,309	3,456.57	4,605.86	33,000	14%
Liability Insurance	61-5-810-6800	114,568	0.00	0.00	118,450	0%
Lab Expense	61-5-810-6812	17,036	1,426.84	4,715.96	47,000	10%
Office Supplies	61-5-810-7020	26,450	8,689.38	12,858.07	10,000	129%
Gas & Oil	61-5-810-7030	24,801	1,900.61	6,551.64	25,000	26%
Operating Supplies	61-5-810-7040	82,019	8,242.23	29,002.93	67,000	43%
Chemicals	61-5-810-7050	105,842	17,593.43	41,692.95	120,000	35%
Meters	61-5-810-7060	100,821	3,030.00	34,041.79	20,000	170%
Bad Debt Expense	61-5-810-7850	822	140.62	192.56	2,000	10%
Miscellaneous Expense	61-5-810-7900	7,112	5.56	763.14	4,000	19%
Disaster Relief	61-5-810-7905	0	0.00	0.00	0	#DIV/0!
Equipment	61-5-810-8200	0	0.00	0.00	0	0%
Transfer Out	61-5-810-9999	0	0.00	0.00	0	0%
Depreciation Set Aside		295,000	23,750.00	95,000.00	285,000	33%
Bond Pmt Set Aside		0	0.00	0.00	0	0%
Total Water Department Expenses		2,187,386	242,471.38	711,441.62	2,126,403	33%
NET WATER DEPARTMENT		(48,360)	(108,842.34)	(78,592.45)	4,332	
Change in Accounts Receivable (YTD)		(4,390)		(4,390.37)		
Ending Cash & Investments		220,437	(108,842.34)	190,205.10	262,682	

CASH FLOW STATEMENT FOR WATER / SEWER FUND as of August, 2023

Sewer Department

Line Item	Account #	Actual FY 23	Month of August	Actual FY 24	Budget FY 24	33% of Budget
Beginning Cash & Investments		649,934		555,395.78	400,598	
Grants	61-4-820-4150	0	0.00	0.00	0	0%
Sewer Consumption	61-4-820-4500	2,656,966	222,665.27	931,193.63	2,489,404	37%
Dep on Agr - Westhills	61-4-820-4521	13,946	0.00	3,939.00	10,000	0%
Meters Sold	61-4-820-4530	158,854	0.00	13,542.00	97,250	14%
Other Services	61-4-820-4590	40,214	5,982.10	17,972.60	53,000	34%
WWT Interest	61-4-820-4600	10,145	2,301.83	5,531.17	0	#DIV/0!
Miscellaneous Revenues	61-4-820-4900	18,914	0.00	8,768.00	0	0%
Expense Reimbursement	61-4-820-4940	0	0.00	0.00	0	0%
Operating Transfers-In	61-4-820-9998	0	0.00	0.00	0	0%
Total Sewer Department Revenues		2,899,039	230,949.20	980,946.40	2,649,654	37%
Salaries - Regular - FT	61-5-820-5010	633,645	74,345.58	268,325.59	686,691	39%
Overtime	61-5-820-5040	58,146	10,980.28	31,414.54	55,000	57%
FICA WWTP	61-5-820-5079	51,860	6,515.00	19,963.52	56,712	35%
IMRF	61-5-820-5120	48,042	2,844.02	11,491.80	44,430	26%
Group Health Insurance	61-5-820-5130	213,508	21,126.46	84,614.82	242,263	35%
Dental Claims	61-5-820-5131	0	0.00	0.00	0	#DIV/0!
Uniform Allowance	61-5-820-5140	18,513	1,511.22	5,122.68	20,600	25%
Travel	61-5-820-5151	0	0.00	0.00	0	#DIV/0!
Rep & Maint - Infrastruc.	61-5-820-6000	0	0.00	0.00	0	#DIV/0!
Rep & Maint - Lift Stations	61-5-820-6005	24,979	2,087.94	17,540.46	25,000	70%
Rep & Maint - Buildings	61-5-820-6010	83,944	36,760.74	45,155.38	90,000	50%
Rep & Maint - Equipment	61-5-820-6020	57,682	7,082.38	34,442.22	0	#DIV/0!
Rep & Maint - Vehicles	61-5-820-6030	11,137	197.47	557.78	28,000	2%
Rep & Maint - Contractual	61-5-820-6040	30,056	2,427.79	20,041.36	50,000	40%
Other Professional Serv	61-5-820-6190	66,213	4,260.84	43,309.84	73,500	59%
NARP Watershed	61-5-820-6195	34,232	0.00	17,116.00	18,000	95%
Telephone	61-5-820-6200	7,577	763.22	2,304.20	12,200	19%
Postage	61-5-820-6210	14,781	1,634.77	6,453.33	17,000	38%
Utilities	61-5-820-6300	173,119	33,317.66	55,500.78	200,000	28%
Office Equip Rental/Maint	61-5-820-6410	7,460	2,127.02	3,275.40	9,000	36%
Liability Insurance	61-5-820-6800	136,049	0.00	0.00	140,000	0%
Lab Expense	61-5-820-6812	51,713	3,121.81	28,273.01	50,000	57%
Sludge Disposal	61-5-820-6814	16,893	2,914.70	12,191.90	15,000	81%
Maintenance Supplies	61-5-820-7010	313	208.34	208.34	0	#DIV/0!
Office Supplies	61-5-820-7020	26,416	7,735.86	11,979.10	12,000	100%
Gas & Oil	61-5-820-7030	20,776	5,026.08	6,629.90	25,000	27%
Operating Supplies	61-5-820-7040	27,093	2,564.36	5,346.55	20,000	27%
Chemicals	61-5-820-7050	105,922	25,762.50	37,963.15	58,000	65%
Meters	61-5-820-7060	100,821	3,030.00	34,041.79	20,000	170%
Bad Debt Expense	61-5-820-7850	1,053	165.62	229.55	2,000	11%
Miscellaneous Expenses	61-5-820-7900	2,909	0.00	198.00	2,000	10%
Disaster Relief	61-5-820-7905	0	0.00	0.00	0	#DIV/0!
Equipment	61-5-820-8200	0	0.00	0.00	0	0%
Operating Transfer Out	61-5-820-9999	0	0.00	0.00	0	0%
Depreciation Set Aside		255,000	21,250.00	85,000.00	255,000	33%
Bond Pmt Set Aside		123,000	10,250.00	41,000.00	123,000	33%
		2,402,852	290,011.66	929,690.99	2,350,396	40%

Sewer Department

Collection System Expenses

Salaries - Regular - FT	61-5-830-5010	369,618	36,911.16	124,575.68	375,223	33%
Overtime	61-5-830-5040	42,033	3,780.24	12,333.57	30,000	41%
FICA Sewer	61-5-830-5079	31,491	3,109.65	10,463.82	31,000	34%
IMRF	61-5-830-5120	29,024	1,296.36	6,020.63	24,286	25%
Group Health Insurance	61-5-830-5130	134,440	13,911.10	55,644.40	140,629	40%
Uniform Allowance	61-5-830-5140	6,306	1,062.68	2,432.27	6,600	37%
Rep & Maint - Infrastructure	61-5-830-6000	15,914	195.00	2,759.00	35,000	8%
Rep & Maint - Equipment	61-5-830-6020	12,857	0.00	964.51	14,000	7%
Rep & Maint - Vehicles	61-5-830-6030	7,677	485.13	1,459.77	20,000	7%
Telephone	61-5-830-6200	2,758	229.65	707.90	0	#DIV/0!
Office Equip Rent/Maint	61-5-830-6410	16,518	0.00	1.75	30,000	0%
Gas & Oil	61-5-830-7030	11,227	529.11	2,952.57	12,000	25%
Operating Supplies	61-5-830-7040	55,327	8,385.98	18,548.19	23,000	81%

Sewer Department

	Account #	Actual FY 23	Month of August	Actual FY 24	Budget FY 24	33% of Budget
Misc. Expense	61-5-830-7900	3,083	0.00	0.00	1,500	0%
Equipment	61-5-830-8200	0	0.00	0.00	0	0%
Total Sewer Department Expenses		3,138,055	359,907.72	1,168,555.05	3,093,634	38%
NET SEWER DEPARTMENT		(90,135)	(128,958.52)	(187,608.65)	(443,980)	
Change in Accounts Receivable		(4,403)		(4,402.85)	0.00	
Ending Cash & Investments		555,396		363,384.28	(43,382)	

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

Beginning Cash & Investments	39,451		41,741.72	39,451	
Additional reserves	0	0.00	0.00	0	0%
Interest Income	2,291	296.67	1,017.17	0	0%
Transfer Out: Bond Payment	0	0.00	0.00	0	0%
Ending Cash & Investments	41,742	296.67	42,758.89	39,451	

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

Beginning Cash & Investments	2,882,401		3,184,126.54	3,669,140		
Sources						
Interest Income		20,288	2,641.78	9,057.74	12,000	75%
Connection Fees	61-4-810-4510	151,508	0.00	9,935.00	50,000	20%
Deposits on Agreement	61-4-810-4520	3,345	276,609.20	281,758.20	2,000	14088%
Connection Fees	61-4-820-4510	306,257	0.00	22,050.00	65,000	34%
Deposits on Agreement	61-4-820-4520	3,891	0.00	2,751.00	2,000	138%
Connection Fee Set-Aside		0	0.00	0.00	0	0%
TOTAL Sources		485,289	279,250.98	325,551.94	131,000	249%
Uses						
Construction in Progress - Water (1790)		9,320	0.00	0.00	0	0%
Construction in Progress - Sewer (1790)		78,737	31,394.35	31,394.35	0	0%
Equipment & Vehicles (1750)		95,506	0.00	0.00	0	0%
Recapture Refunds		0	0.00	0.00	0	0%
Land (1710)		0	0.00	0.00	0	0%
Loan to Depreciation Fund		0	0.00	0.00	0	0%
TOTAL Uses		183,563	31,394	31,394.35	0	0%
Ending Cash & Investments		3,184,127		3,478,284.13	3,800,140	

Line Item	Account #	Actual FY 23	Month of August	Actual FY 24	Budget FY 24	33% of Budget
Depreciation Funding - was 04-09 and 06-08						
Beginning Cash & Investments		1,418,567		1,974,570.37	(148,156)	
Sources						
Interest Income		16,394	2,135.37	7,321.46	10,200	72%
Loan Funds		0	0.00	0.00	0	0%
Grant		0	0.00	0.00	0	0%
Miscellaneous		0	0.00	0.00	0	0%
Depreciation set aside - Water (for Plant)		295,000	23,750.00	95,000.00	285,000	33%
Depreciation set aside - Water (for System)		0	0.00	0.00	0	0%
Depreciation set aside - Sewer (for System)		255,000	21,250.00	85,000.00	255,000	33%
Depreciation set aside - Sewer (for Repl)		0	0.00	0.00	0	0%
Loan From Connection Fees		0	0.00	0.00	0	0%
TOTAL Sources		566,394	47,135.37	187,321.46	550,200	34%
Uses						
Construction in Progress - Water (1790)		56,224	593,605.09	620,920.52	0	#DIV/0!
Construction in Progress - Sewer (1790)		0	0.00	0.00	1,400,000	0%
Equipment & Vehicles (1750 & 1760)		0	0.00	96,205.00	325,000	30%
Buildings		0	0.00	0.00	0	0%
Transfer Out - Connection Fees Loan Payn		0	0.00	0.00	0	0%
Transfer Out- City Hall Roof		0	0.00	0.00	0	0%
TOTAL Uses		56,224	593,605.09	717,125.52	1,725,000	42%
Ending Cash & Investments		1,928,737		1,444,766.31	(1,322,956)	

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

Beginning Cash & Investments		58,419		121,865.14	58,943	
Sources						
Interest Income		2,322	359.70	1,233.29	300	411%
Bond Proceeds	61-4-110-4901	0	0.00	0.00	0	0%
Operating Transfers-In	61-4-110-9998	0	0.00	0.00	0	0%
Bond Pmt Set Aside		123,000	10,250.00	41,000.00	123,000	33%
TOTAL Sources		125,322	10,609.70	42,233.29	123,300	34%
Uses						
Debt Service - Principal	61-5-110-8910	54,624	0.00	54,287.18	110,279	49%
Interest Expense	61-5-110-8920	7,251	0.00	7,588.65	13,472	56%
Fiscal Charges	61-5-110-8930	0	0.00	0.00	0	0%
Bond Issuance Costs	61-5-110-9031	0	0.00	0.00	0	0%
TOTAL Uses		61,876	0.00	61,875.83	123,751	50%
Ending Cash & Investments		121,865		102,222.60	58,492	

City of Belvidere's CD INVESTMENTS AS OF :

08/31/23

Fund #	Where	Dated	Maturity	Rate	Amount	Term	Interest Due	Maturity Value	
01									
General									
Fund									
Acct#									
01-1150	Byron Bank	11/3/22	11/3/23	0.33%	23130	1,071,515.98	365	3,482.43	1,074,998.41
	Blackhawk	11/22/22	11/22/23	0.33%	70007372	1,004,408.47	365	3,264.33	1,007,672.80
	Byron Bank	11/18/22	11/18/23	0.33%	25320	1,119,302.87	365	3,637.73	1,122,940.60
	Byron Bank	5/19/23	3/20/24	0.44%	25954	1,012,475.30	306	3,692.34	1,016,167.64
	Byron Bank	10/2/22	10/2/23	0.30%	25634	1,006,763.24	365	3,020.29	1,009,783.53
ARPA	Stillman Bank	8/29/23	2/29/24	0.53%	6301259	942,523.58	184	2,494.46	945,018.04
General Fund Total						<u>6,156,989.44</u>		14,076.83	
MFT									
Fund	Byron	3/30/23	2/28/24	0.30%	25930	503,380.05	335	1,386.02	504,766.07
Acct #									
10-1150									
61									
Water	Byron	5/9/23	3/10/24	0.44%	25952	920,119.15	306	3,355.54	923,474.69
Sewer	Byron	12/30/22	11/30/23	0.43%	23707	396,889.61	335	1,548.14	398,437.75
Acct#	Stillman Bank	8/29/22	8/29/24	0.32%	6300240	1,056,528.41	731	6,665.25	1,063,193.66
61-1150									
Water/Sewer Total						<u>2,373,537.17</u>		11,568.92	
Total						<u>9,033,906.66</u>		25,645.76	

Midland States Bank	0.00
Blackhawk	1,004,408.47
First National Bank	0.00
Stillman Bank	1,056,528.41
Byron Bank	<u>6,972,969.78</u>
	<u>9,033,906.66</u>

Blackhawk Money Markets (2.75%)	12,708,111.29
Midland States Bank Sweep Accts (4.2%)	4,864,744.96
IMET (Illinois Metropolitan Investment Fund)	2,421,480.95
Illinois Funds	8,015,636.41

**CITY OF BELVIDERE
PLANNING AND ZONING COMMISSION
Minutes
Tuesday, September 12, 2023
City Council Chambers
401 Whitney Boulevard
6:00 pm**

ROLL CALL

Members Present:

Alissa Maher
Bob Cantrell
Carl Gnewuch, Chairman
Art Hyland
Vacant

Staff Present:

Gina DelRose, Community Development Planner
Kimberly Whitt, Administrative Assistant
Mike Drella, City Attorney

Members Absent:

Paul Engelman, Vice Chairman
Dan Druckrey

The meeting was called to order at 6:03 p.m.

MINUTES: It was moved and seconded (Cantrell/Hyland) to approve the minutes of the June 13, 2023 meeting. The motion carried with a 4-0 roll call vote.

PUBLIC COMMENT: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

2023-15: Panama Enterprises Inc. (SU): Application of Daniel Castro Small, 1910 North State Street, Belvidere, IL 61008 on behalf of the property owner, Panama Enterprises, Inc. for a special use to permit a Roof, above peak sign (Belvidere Zoning Ordinance Sections 150.105(C)(5)(C)(2) Roof, above peak sign, Table 150.1007(C)(1) Permitted Building and Freestanding Sign by Type and Zoning District and 150.904 Special use Review and Approval Procedures) in the GB, General Business District on approximately 0.5 acres (PIN: 05-22-476-009).

Due to lack of applicant representation, public hearing for 2023-15: Panama Enterprises Inc was delayed.

2023-17: Alliance Development Corp. (MA): Application of Alliance Development Corp, 1510 N. Country Club Parkway, PO Box 1015, Elkhorn, WI 53121 on behalf of the property owner, Donald Busch, 6677 Logan Avenue, Belvidere, IL 61008 for a map amendment (rezoning) on approximately 86 acres commonly known as 1686 US Route 20, Belvidere, IL 61008 from RH, Rural Holding District (pending annexation) to HI, Heavy Industrial District pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. PIN: 05-32-400-007.

PUBLIC HEARING FOR CASE 2023-17 OPENED : 6:04 PM

Ms. Gina DelRose was sworn in. Ms. DelRose stated the case was published in the Boone County Journal on August 24, 2023 and notifications were sent by certified mail to property owners within 250 feet of the subject property on August 17, 2023. Ms. DelRose summarized the staff report dated September 6, 2023 and stated the recommendation is for approval of case #2023-17 for map amendment (rezoning) on 86 acres known as 1686 US Route 20, Belvidere, IL from RH, Rural Holding District (pending annexation) to HI, Heavy Industrial District.

Carl Gnewuch asked about the differences between city and county codes. Ms. DelRose explained that the city codes were more strict regarding lighting, curbs and gutters and signage.

Mr. Hursh questioned Ms. DelRose regarding the Boone County Soil and Water Conservation District's recommended denial based on high LESA Score.

Ms. DelRose responded that the Boone County Soil and Water Conservation District always recommends denial, because they only view the LE part of the score. This is based on soil productivity. Boone County has high soil productivity. The SA portion reflects adjacent land usage and nearby development, which often will counteract the LE portion bringing the total score down.

Mr. Hursh confirmed that the rerouting of Irene Rd. was to accept more semi traffic.

Members of the audience had questions regarding the widening of Ipsen Rd. (service road, south side of US Rte 20).

Ms. Delrose explained that Ipsen Rd. is not part of the development.

Applicant Alliance Development Corp was represented by Atty Jim Hursh. Mr Hursh was sworn in. Mr Hursh explained the benefits for the applicant to become part of the city. Such as water and sewer, and ISO ratings.

There were no further questions or testimony from the audience for Case #2023-17.

PUBLIC HEARING FOR CASE 2023-17 CLOSED: 6:35 PM

It was moved and seconded (Cantrell/Maher) to approve the findings of fact as presented by staff. The motion carried with a 4-0 roll call vote.

It was moved and seconded (Maher/Hyland) to recommend approval of Case 2023-17. The motion carried with a 4-0 roll call vote.

Gina DelRose stated the case would move forward to City Council.

2023-15: Panama Enterprises Inc. (SU): Application of Daniel Castro Small, 1910 North State Street, Belvidere, IL 61008 on behalf of the property owner, Panama

Enterprises, Inc. for a special use to permit a Roof, above peak sign (Belvidere Zoning Ordinance Sections 150.105(C)(5)(C)(2) Roof, above peak sign, Table 150.1007(C)(1) Permitted Building and Freestanding Sign by Type and Zoning District and 150.904 Special use Review and Approval Procedures) in the GB, General Business District on approximately 0.5 acres (PIN: 05-22-476-009).

PUBLIC HEARING FOR CASE 2023-15 OPENED : 6:41 PM

Ms. Gina DelRose was sworn in. Ms. DelRose stated the case was published in the Boone County Journal on August 24, 2023 and notifications were sent by certified mail to property owners within 250 feet of the subject property on August 17, 2023. Ms. DelRose summarized the staff report dated September 5, 2023 and stated the recommendation is for approval of case #2023-15 for special use to permit a Roof above peak sign. The planning staff recommends the approval of case number 2023-15 for special for an above peak roof sign at 1910 N. State St subject to two conditions.

Ms. DeRose confirmed that the car on the roof would meet the size requirements of the sign codes. The building codes will also need to be met.

Fabian Montanez represented Panama Enterprise. Mr. Montanez was sworn in.

Alissa Maher question how the car would be secured on top of the building.

Mr. Montanez explained the shell of the car would be anchored to the building. There will be no motor, or glass. The sign should weigh approx. 2000 lbs.

There were no further questions regarding the sign.

PUBLIC HEARING FOR CASE 2023-15 CLOSED: 6:57 PM

It was moved and seconded (Cantrell/Maher) to approve the findings of fact as presented by staff. The motion carried with a 4-0 roll call vote.

It was moved and seconded (Maher/Hyland) to recommend approval of Case 2023-15. The motion failed with a 3-1 roll call vote. Mr. Cantrell voted no.

Gina DelRose stated Case 2023-15 will move forward to City Council with recommendation for denial.

OTHER BUSINESS:

No additional business.

Staff Report: Gina DelRose informed the commission there is currently one case for the October 10, 2023 meeting.

ADJOURNMENT:

Motion to adjourn meeting was moved and seconded (Cantrell/Maher). The motion carried with a voice vote.

The meeting adjourned at 7:00 p.m.

Recorded by:

Reviewed by:

Kimberly Whitt
Administrative Assistant

Gina DeRose
Community Development Planner

City of Belvidere
Committee of the Whole
Building, Planning, Zoning and Public Works
Minutes

Date: September 11, 2023

Convened in the Belvidere Council Chambers, 401 Whitney Blvd., Belvidere Illinois at 6:00p.m.

Call to Order – Mayor Clinton Morris.

Roll Call:

Present: J. Albertini, M. Fleury, W. Frank, M. Freeman,
S. Gramkowski, M. McGee, N. Mulhall and D. Snow.

Absent: R. Brereton and T. Porter.

Other staff members in attendance:

Director of Buildings Kip Countryman, Community Development Planner Gina DelRose, Public Works Director Brent Anderson, Budget and Finance Officer Shannon Hansen, Fire Chief Shawn Schadle, Police Chief Shane Woody, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

Public Comment: Mayor Morris requested a moment of silence to pay tribute to those who lost their lives in the 9/11 terrorist attacks.

Mayor Morris reminded City Council of Growth Dimension's upcoming annual dinner on September 19, 2023.

Mayor Morris reported Region 1 Planning Council approved a Transportation Alternative Program Grant in the amount of \$216,871.00 for the City of Belvidere Kishwaukee Overlook Project.

Public Forum: None.

Reports of Officers, Boards and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business:
 - (A) Building Department - Update.

Director of Buildings Kip Countryman presented an update.

(B) Planning & Zoning Department - Update.

Community Development Planner Gina DelRose presented an update.

(C) Annexation Agreement with Midwest Refrigerated Services and Donald K. Busch Sr.

Motion by Ald. Snow, 2nd by Ald. Fleury to forward to City Council an annexation agreement between the City of Belvidere, Midwest Refrigerated Services and Donald K. Busch Sr. Discussion took place concerning agreement. Aye voice vote carried. Motion carried.

(D) Annexation of Territory North of US Rte. 20. West of Irene Rd. and South of the Union Pacific Rail Road.

Motion by Ald. Snow, 2nd by Ald. Albertini to annex certain territory North of US Rte. 20. West of Irene Rd. and South of the Union Pacific Rail Road. Discussion took place concerning Certificate of Survey. Aye voice vote carried. Motion carried.

3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

(A) Public Works – Update.

Public Works Director Brent Anderson presented an update.

(B) Intersection Review - 5th Ave & W. 5th Street.

Motion by Ald. Snow, 2nd by Ald. McGee to approve the installation of a stop sign on W. 5th Street where it intersects with 5th Ave. Aye voice vote carried. Motion carried.

(C) Ordinance Authorizing Sale of Certain Personal Property (Public Works Vehicles).

Motion by Ald. Snow, 2nd by Ald. Albertini to forward to City Council an Ordinance Authorizing Sale of Certain Personal Property (Public Works Vehicles). Discussion took place concerning vehicles. Aye voice vote carried. Motion carried.

(D) Logan Avenue Rehabilitation Project - Change Order #5 and Final.

Motion by Ald. McGee, 2nd by Ald. Mulhall to approve Change Order #5, in the amount of \$13,515.99, for the Logan Avenue Rehabilitation Project. This work will be paid for

from Line Item #10-5-310-8021. Discussion took place concerning Rehabilitation Project. Aye voice vote carried. Motion carried.

(E) WWTP - Engineering Design -Final Clarifier Gate Replacements.

Motion by Ald. Frank, 2nd by Ald. Snow to approve the proposal from Baxter & Woodman, in an amount not-to-exceed \$36,000.00, for the design engineering for the final clarifier gate replacement project. This work will be paid for from Line Item #61-1790. Discussion took place concerning proposal. Aye voice vote carried. Motion carried.

5. Other:

A. Resolution of Support for a Community Block Grant.

Motion by Ald. Fleury, 2nd by Ald. Mulhall to forward Resolution of Support for a Community Block Grant to City Council. Discussion took place concerning resolution. Aye voice vote carried. Motion carried.

B. Committee Appointment - Ald. John Albertini to the Boone County Council on Aging Board.

Mayor Morris informed the council of his appointment of Ald. John Albertini to the Boone County Council on Aging Board.

C. Police – Acceptance of Illinois Law Enforcement Training and Standards Board Grant.

Motion by Ald. Mulhall, 2nd by Ald. Fleury to accept a grant from the Illinois Law Enforcement Training and Standards Board in the amount of \$56,376.98 for recruiting and retention of law enforcement officers. Discussion took place concerning advertising. Aye voice vote carried. Motion carried.

D. Executive Session for appointment, employment, compensation, discipline, performance, or dismissal of a specific employee pursuant to 2(c)(1) of the Open Meetings Act.

Motion by Ald. McGee, 2nd by Ald. Albertini to go into Executive Session at 6:42p.m. to discuss appointment, employment, compensation, discipline, performance, or dismissal of a specific employee pursuant to 2(c)(1) of the Open Meetings Act. Roll Call Vote: 8/0 in favor. Ayes: Albertini, Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall and Snow. Nays: None. Motion carried.

Motion by Ald. Fleury, 2nd by Ald. Albertini to come out of Executive Session at 7:15p.m. Roll Call Vote: 8/0 in favor. Ayes: Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall, Snow and Albertini. Nays: None. Motion carried.

E. Amendment to Budget.

Motion by Ald. Gramkowski, 2nd by Ald. Albertini to amend Exhibit B of FY Budget 24 Budget & Finance Officer's Salary not-to-exceed \$106,000.00. Roll Call Vote: 8/0 in favor. Ayes: Frank, Freeman, Gramkowski, McGee, Mulhall, Snow, Albertini and Fleury. Nays: None. Motion carried.

6. Adjournment:

Motion by Ald. Frank, 2nd by Ald. Albertini to adjourn at 7:15p.m. Aye voice vote carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk

ORDINANCE #637H

AN ORDINANCE AMENDING THE INVESTMENT POLICY
OF THE CITY OF BELVIDERE, ILLINOIS

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

Section 1: The Corporate Authorities of the City of Belvidere hereby adopt the Investment Policy, which is attached hereto and incorporated herein as Exhibit A.

Section 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. Ordinance 71H and Resolution 1042-2010 are hereby repealed and replaced with this Ordinance.

Section 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes:

Nays:

APPROVED:

Mayor Clinton Morris

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:
Approved:
Published:

J:\Draft Ordinances\AmendInvestPolicy.2023.doc

THE
INVESTMENT POLICY
of the City of
Belvidere, Illinois
2023

1.01 Policy:

It is the policy of the City of Belvidere to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

1.02 Scope:

This policy includes all funds governed by the City Council.

1.03 Prudence:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio.

1.04 Objective:

The primary objective, in order of priority, shall be:

- Legality - conformance with federal, state, and other legal requirements
- Safety - preservation of capital and protection of investment principal
- Liquidity - maintenance of sufficient liquidity to meet operating requirements
- Yield - attainment of market rates of return

The portfolio should be reviewed periodically as to its effectiveness in meeting the entity's needs for safety, liquidity, rate of return, diversification and its general performance.

1.05 Delegation of Authority:

Management and administrative responsibility for the investment program that is not under the statutory authority of the City Treasurer is hereby delegated to the Financial Manager who, under the delegation of the City Council, shall establish written procedures for the operation of the investment program.

1.06 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

1.07 Authorized Financial Dealers and Institutions:

The Finance Manager will maintain a) a list of financial institutions authorized to provide investment services; and b) a list of approved security broker/dealers selected by credit worthiness. See Attachment A

1.08 Authorized and Suitable Investments:

Investments may be made in any type of security allowed for in Illinois statutes regarding the investment of public funds.

Investments shall be made that reflect the cash flow needs of the fund type being invested.

1.09 Collateralization:

Funds on deposit (checking accounts, certificates of deposit, etc.) in excess of FDIC limits must be secured by some form of collateral, witnessed by a written agreement and held at an independent third-party custodian designated by the Finance Manager and evidenced by safekeeping receipts and a written custodial agreement.

1.10 Safekeeping and Custody:

All security transactions, including collateral for repurchase agreements, entered into by the City of Belvidere, shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by an independent third-party custodian designated by the Finance Manager and evidenced by safekeeping receipts and a written custodial agreement.

1.11 Diversification:

The City of Belvidere shall diversify its investments to the best of its ability based on the type of funds invested and the cash flow needs of those funds. Diversification can be by type of investment, number of institutions invested in, and length of maturity.

1.12 Maximum Maturities:

To the extent possible, the City of Belvidere shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City of Belvidere will not directly invest in securities maturing more than three (3) years from the date of purchase.

Reserve funds may be invested in securities exceeding three (3) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

1.13 Internal Control:

The Finance Manager is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The integral control structure shall be designed to provide reasonable assurance that these objectives are met. The integral controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting

- Custodial safekeeping
- Written confirmation of telephone transactions for investments and wire transfers

1.14 Performance Standards:

This investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a comparable rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to benchmarks with similar maturity, liquidity, and credit quality as the portfolio. Benchmarks to be used by the City of Belvidere shall be the 90-day T-Bill, the 6-month T-Bill, and the Illinois Fund.

1.15 Reporting:

The Treasurer and the Finance Manager shall prepare an investment report at least monthly. The report should be provided to the City Council and available on request. The report should be in a format suitable for review by the general public. (An annual report should also be provided to the City Council.)

1.16 Marking to Market:

A statement of the market value of the portfolio shall be issued "to the City Council quarterly.

1.17 Investment Policy Adoption:

The investment policy shall be adopted by the City Council. The policy shall be reviewed on an annual basis by the Treasurer and the Finance Manager and any modifications made thereto must be approved by the City Council.

Attachment A (Investment Policy)

Authorized Financial Institutions

Blackhawk State Bank
Byron Bank
First National Bank
Midland States Bank
Stillman Bank
US Bank (Illinois Funds)
Illinois Metropolitan Investment Fund (IMET)

Security Brokers/Dealers

MB Financial
Wachovia, a Wells Fargo Company

ORDINANCE NUMBER #638H

AN ORDINANCE AUTHORIZING THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS TO BORROW FUNDS FROM THE ILLINOIS PUBLIC WATER SUPPLY LOAN PROGRAM

WHEREAS, the City of Belvidere, Boone County, Illinois, operates its sewerage system (“the System”) and in accordance with the provisions of Section 6 of Article VII of the 1970 Constitution of the State of Illinois and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the City adopts this ordinance and approves the loan contemplated herein pursuant to its home rule authority as opposed to any authority granted pursuant to the Illinois Municipal Code, including but not limited to division 139 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-139 et seq.).

WHEREAS, the Mayor and City Council of the City of Belvidere (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Drilling and construction of a new potable water well, Well 11.

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Belvidere, which Project has a useful life of greater than twenty years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$1,800,000.00, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in twenty years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of Belvidere from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid solely from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Belvidere is authorized to borrow funds, pursuant to its home rule authority and without regard to the Illinois Municipal Code, from the Public Water Supply Loan Program in the aggregate principal amount of \$1,800,000.00 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of Belvidere shall be made pursuant to a Loan Agreement in substantially the same form as the Loan Agreement attached hereto as Exhibit A, including certain terms and conditions between the City of Belvidere and the Illinois Environmental Protection Agency;

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

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City of Belvidere to construct the Project for the public health, safety, and welfare, in accordance with the plans and

specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Belvidere in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$1,800,000.00.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Belvidere may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Belvidere to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF THE CITY OF BELVIDERE

Repayment of the loan to the Illinois Environmental Protection Agency by the City of Belvidere pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the City of Belvidere within the meaning of any constitutional or statutory limitation and is non-recourse to other funds or sources of revenue for the City of Belvidere.

SECTION 5. APPLICATION FOR LOAN

The Director of Public Works is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. RESERVE ACCOUNTS

As long as the City of Belvidere has outstanding senior bonds that are payable from revenues of the system, the City of Belvidere shall maintain an account, coverage, and reserves equivalent to the account(s), coverage(s) and reserve(s) required by the outstanding ordinance(s).

**SECTION 8. AUTHORIZATION OF MAYOR TO EXECUTE
LOAN AGREEMENT**

The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

PASSED by the Corporate Authorities on

APPROVED _____.

Mayor
City of Belvidere
Boone County, Illinois

AYES:

Nays:

Absent:

Date Passed:

Date Approved:

Date Published:

ATTEST:

City Clerk
City of Belvidere
Boone County, Illinois

LOAN AGREEMENT

DRINKING WATER PROJECT: L175998

LENDER:

Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section
P.O. Box 19276
1021 North Grand Avenue, East
Springfield, IL 62794-9276

RECIPIENT:

City of Belvidere
401 Whitney St.
Belvidere, IL 61008

FEIN:

TERMS OF THE LOAN

		<u>Estimated Dates</u>
Loan amount:	\$ [REDACTED]	Construction start: 8/7/2023
Annual fixed loan rate:	[REDACTED] %	Construction complete: 1/8/2024
Term:	20 years	Initiation of operation: 11/6/2023
Repayments:	Semi-Annual	Initiation of repayment period: 11/6/2023
		First repayment due: 5/6/2024
		Final repayment due: 11/6/2053

LOAN OFFER AND ACCEPTANCE

Offer by the State of Illinois Environmental Protection Agency

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Public Water Supply Loan Program (35 Ill. Adm. Code 662) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.

	Director	John J. Kim	
Agency Signature	Title	Name	Date

This offer must be accepted on or before ____.

Acceptance on behalf of the Borrower

Authorized Representative (Signature)

Date

Name and Title of Authorized Representative (Type or Print)

PROJECT DESCRIPTION

This project will...

PROJECT BUDGET

	TOTAL	ELIGIBLE
Design Engineering - Construction Engineering - Construction - Contingency	██████████	██████████
TOTAL	██████████	██████████

The loan amount is \$██████████.

OTHER FUNDING SOURCES/COSTS EXCLUDED

None

SPECIAL CONDITIONS

1. In accordance with the Procedures for Issuing Loans from the Public Water Supply Loan Program Title 35 Ill. Adm. Code 662. 250 (Loan Rules), \$██████████ of the loan amount will be forgiven by the State of Illinois (State) pursuant to principal forgiveness provisions contained in the Loan Rules.

STANDARD CONDITIONS

Please see Attachment A.

Attachment A

Loan Recipient: City of Belvidere
L17XXXX

Loan Agreement –Standard Conditions Illinois EPA Public Water Supply Loan Program

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the loan recipient and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient's receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests shall be submitted quarterly and will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request as quickly as possible, but in no event later than dictated by Section 5 of the submitted Tax Compliance Certificate and Agreement, reimbursement from the Agency.

4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support, Principal Payments and Principal Forgiveness.

a) In accordance with Ill. Adm. Code 662.210, the fixed rate is comprised of interest and loan support, both of which are established annually. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below, less the amount of principal forgiveness as may be defined in the special condition(s) of this loan agreement. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site.

7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

8. CONSTRUCTION COMPLETION- FINAL INSPECTION.

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. Within 90 days from the construction completion date the loan recipient shall forward one (1) copy of the final plans of record to the appropriate Agency regional field office and one (1) copy to the Agency's IFAS Post Construction Unit. In addition, a completed "Certificate Regarding O & M" (available on the Agency website) shall be sent to the Agency's IFAS Post Construction Unit. The regional field office may contact the loan recipient to schedule a final inspection following submittal of the final plans of record.

9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final loan closing for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 662.460.

10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

11. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 662.510 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 15 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 66.468), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Drinking Water and Wastewater State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

- a) All provisions of federal, State and local law.
- b) All provisions of 35 Ill. Adm. Code 662 with respect to fraud and other unlawful or corrupt practices.
- c) All provisions of 35 Ill. Adm. Code 662 with respect to access to facilities, records and audit of records.

14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C).

15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date. The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney

General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site.

18. USE OF AMERICAN IRON AND STEEL

The loan recipient will be required to comply with the "Use of American Iron and Steel" requirements as contained in Section 436 (a) – (f) of H.R. 3547, the "Consolidated Appropriations Act, 2014".

19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

- a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
- b) New Restrictions on Lobbying at 40 CFR, Part 34
- c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
- d) False Claims Act – Prompt referral to USEPA's Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
- e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)
- f) Section 504 of the Rehabilitation Act of 1973 - Prohibits exclusion and employment discrimination based on a disability.
- g) Title VI of the Civil Rights Acts of 1964 - Prohibits discrimination or exclusion based on race, color, or national origin.

21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

23. SIGNAGE REQUIREMENT

The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.

24. ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/20-1 et seq)

For loans with an estimated total project cost of \$500,000 or more, the loan recipient will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification whichever is less. Loan recipients will be permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20 (b). The loan recipient must ensure compliance for the life of the entire project, including the term of the loan and after the term ends, if applicable, and will be required to report on and certify its compliance.

- a. The loan recipient will shall submit to IEPA an IL Works Apprenticeship Initiative Budget Supplement form within 90 days of executing the loan agreement. The form is available at:
<https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>.
- b. Compliance includes submitting quarterly reporting of apprenticeship goals until the project is complete even if the project extends beyond the original term of the loan agreement. Quarterly reports must be submitted to the Agency within 20 days after a quarter ends. Quarterly reports shall be submitted using the reporting form available at the website listed in 24a. (above).
- c. All State contracts and grant agreements funding State contracts shall include a requirement that the contractor and subcontractor shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel.

ORDINANCE #639H
AN ORDINANCE REVISING THE
FY 2024 BUDGET ADOPTED BY
ORDINANCE 622H

WHEREAS, the City of Belvidere, Boone County, Illinois (the City) is a home rule municipality under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (the Illinois Constitution) and this Ordinance is adopted pursuant to that authority; and

WHEREAS, the City Council has determined that it is in the City's best interest to increase the salary of the Budget and Finance Officer in an effort to attract and retain qualified individuals; and

WHEREAS, the City Council specifically finds that there are sufficient funds and additional revenues available in the current fiscal year to amend the FY2024 Budget to increase the salary of the Budget and Finance Officer.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Belvidere as follows:

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

SECTION 2: Exhibit B of the FY 2024 Budget is amended to read as set forth in the attached Exhibit which is incorporated herein by this reference to effectuate an increase in the salary of the Budget and Finance Officer to an amount not to exceed \$106,000.00. The Mayor is authorized to increase the salary for the Budget and Finance Officer to \$106,000.00 or such lesser amount as he deems advisable, but not less than the salary set forth in the FY 2024 budget (\$86,872.00).

SECTION 3: The Budget and Finance Officer shall make such changes to the remainder of the FY2024 budget as necessary to account for the increase in benefit obligations necessitated by the increase in salary authorized in Section 1. The remainder of the FY2024 Budget adopted by Ordinance 622H remains in full force and effect and is unchanged.

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

Voting Aye: .
Voting Nay: .
Absent: .

APPROVED:

Mayor

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:
Approved:
Published:

EXHIBIT B

Non-Union FY24 Salary Schedule

	FY22	FY 23	FY 24	FY 24 Amended
Public Works Director	\$ 108,568.33	\$ 111,825.38	\$ 115,180.14	\$ 115,180.14
Assistant Public Works Director	N/A	\$ 80,000.00	\$ 76,000.00	\$ 76,000.00
Street/Water/Sewer Supt.	\$ 84,606.60	\$ 87,144.80	\$ 89,759.14	\$ 89,759.14
Budget & Finance Officer ***	\$ 80,000.00	\$ 82,400.00	\$ 86,872.00	\$ 106,000.00
Police Chief*	\$ 115,364.22	\$ 123,236.61	\$ 128,942.45	\$ 128,942.45
Deputy Chief**	\$ 108,834.42	\$ 116,261.05	\$ 120,506.96	\$ 120,506.96
Deputy Chief**	\$ 108,834.42	\$ 116,261.05	\$ 120,506.96	\$ 120,506.96
Police Admin. Assistant	\$ 54,891.07	\$ 56,537.80	\$ 58,233.93	\$ 58,233.93
Fire Chief	\$ 108,568.33	\$ 111,825.38	\$ 115,180.14	\$ 115,180.14
Deputy City Clerk	\$ 45,000.00	\$ 46,350.00	\$ 49,740.50	\$ 49,740.50
Assistant Clerk	\$ 32,619.60	\$ 36,828.86	\$ 39,933.73	\$ 39,933.73
Transcriptionist/Admin. Assistant	\$ 34,137.97	\$ 36,503.49	\$ 38,568.59	\$ 38,568.59
Det. Admin. Assistant	\$ 33,945.60	\$ 36,303.42	\$ 38,362.52	\$ 38,362.52
City Attorney	\$ 118,620.34	\$ 122,178.95	\$ 125,844.32	\$ 125,844.32
Building Director	\$ 76,560.57	\$ 78,857.38	\$ 81,223.10	\$ 81,223.10
Zoning and Code Enforcement	\$ 46,306.90	\$ 47,696.11	\$ 49,126.99	\$ 49,126.99
Community Development Admin. Assistant	\$ 35,756.17	\$ 34,924.38	\$ 37,972.11	\$ 37,972.11
Building Inspector PT	\$ 22,616.26	\$ 23,294.74	\$ 23,993.58	\$ 23,993.58
Fire Admin. Assistant	\$ 34,135.79	\$ 35,159.86	\$ 36,214.66	\$ 36,214.66
Community Development Planner/Event Planner	\$ 58,088.40	\$ 59,831.05	\$ 61,625.98	\$ 61,625.98
GIS Specialist PT	\$ 29,901.30	\$ 30,798.34	\$ 31,722.29	\$ 31,722.29
	\$ 1,337,356.29	\$ 1,474,218.65	\$ 1,525,510.11	\$ 1,544,638.09

* The Police Chief's salary shall be 7% over that of the Deputy Chiefs.

** The Deputy Chiefs' salaries shall be 5% over Sergeant pay plus maximum longevity, FTO, and flex pay

*** Effective upon adoption of this revised budget, the salary of the Budget and Finance Officer shall be an amount not to exceed \$106,000.

ORDINANCE #640H

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

- WHEREAS, The City of Belvidere is authorized to enter into annexation agreements for properties that are both contiguous and non-contiguous to the City of Belvidere; and
- WHEREAS, Donald K. Busch Sr. is the owner (the Current Owner(s)) of record with respect to certain territory that is legally described in the Annexation Agreement (the Territory) which is attached to this Ordinance (the Annexation Agreement) and which is currently contiguous to the City of Belvidere; and
- WHEREAS, Midwest Refrigerated Services, Inc. (MRS) is the contract purchaser of the Territory and the proposed developer of the Territory; and
- WHEREAS, the Current Owner(s) and MRS may be referred to herein, and in the Annexation Agreement, jointly as Owner(s) and will be bound by the terms of the Annexation Agreement together with all successors in interest of either MRS or any future owner of the Territory; and
- WHEREAS, the Owner(s) are ready, willing and able to enter into the Annexation Agreement and to perform its obligations as required under the Annexation Agreement and this Ordinance; and
- WHEREAS, the statutory procedures provided in Sections 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with; and
- WHEREAS, it is in the best interest of the City of Belvidere, Boone County, Illinois, that the City enter into an Annexation Agreement pertaining to the annexation of the Territory.
- NOW, THEREFORE, be it ordained by the City Council of the City of Belvidere, Boone County, Illinois, as follows:

- Section 1: The foregoing recitals are incorporated herein by this reference.
- Section 2: The Mayor is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement between the City of Belvidere and the Owner(s), a copy of which is attached hereto as Exhibit A and incorporated herein. The Clerk is directed to file and record this Ordinance, the Annexation Agreement, the Annexation Ordinance and the Certificate of Notice as required by statute.

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

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

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Ayes: .
Nays:
Absent:

Date Passed:
Date Approved:
Date Published:

ANNEXATION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Fees.

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

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

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

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

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

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

14. Maintenance:

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

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

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

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

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

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

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

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

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

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

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

If to Owner:

With a Copy to:

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

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

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

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

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

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

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

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

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

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

CITY:
City of Belvidere,
an Illinois Municipal Corporation

By: _____
Mayor Clinton Morris

ATTEST:

City Clerk

OWNERS:
Midwest Refrigerated Services Inc.

By: _____

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

Notary Public

OWNERS:

ALLIANCE DEVELOPMENT CORP.

By: _____

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

Notary Public

OWNERS:

Donald K. Busch Sr.

By: _____

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

Notary Public

EXHIBIT LIST

A) LEGAL DESCRIPTION

B) ANNEXATION PLAT

C) SITE PLAN

D) PRELIMINARY SEWER DESIGN PLAN

E) SEWER FEES

F) PRELIMINARY WATER DESIGN PLAN

G) WATER FEES

H) PRELIMINARY PLAT

I) OFF-SITE ROAD IMPROVEMENTS

J) EXACTION FEE SCHEDULE

K) ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT

L) PLANNED COMMUNITY DEVELOPMENT

EXHIBIT A

LEGAL DESCRIPTION

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

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

EXHIBIT B ANNEXATION PLAT

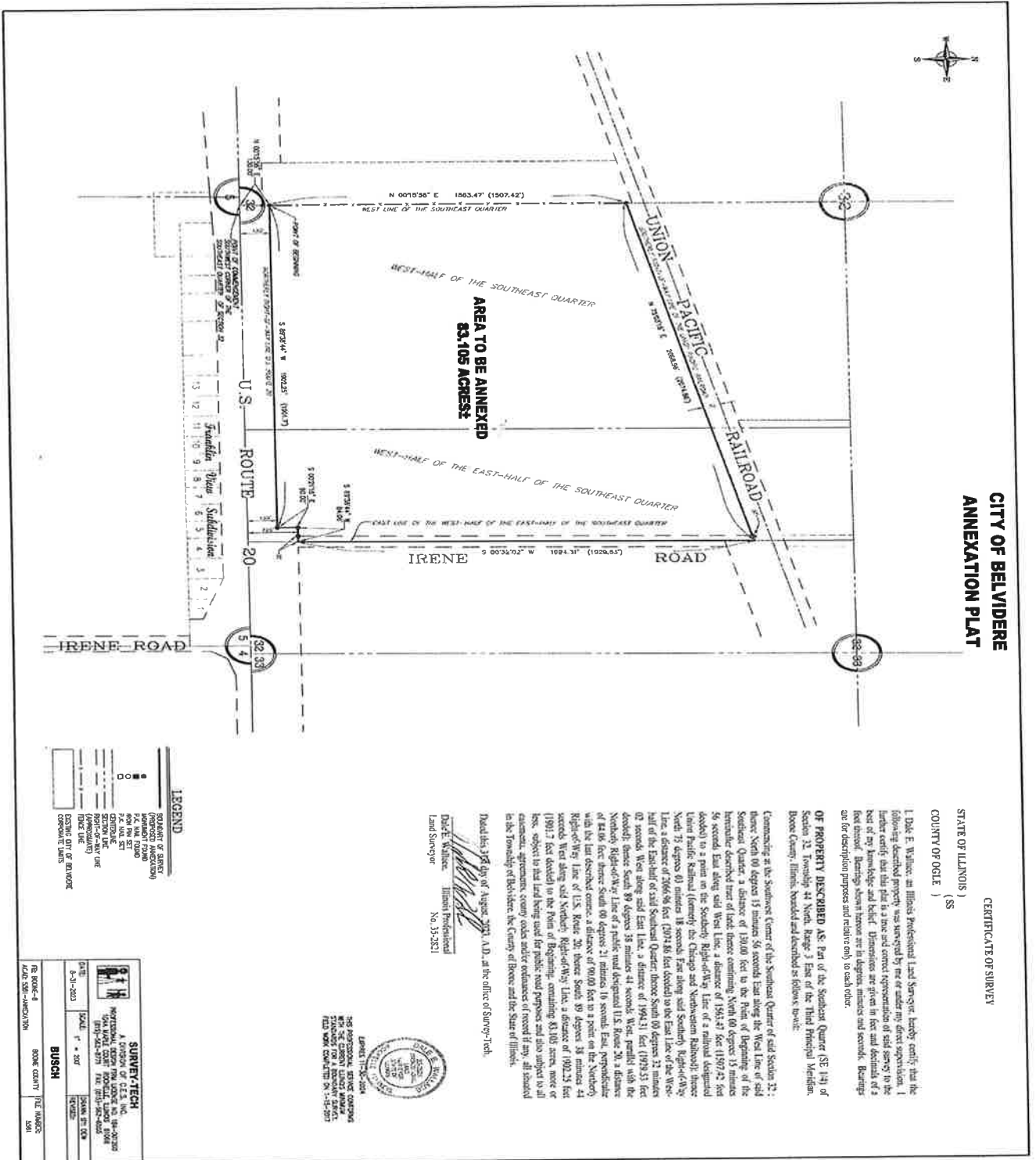


EXHIBIT C

SITE PLAN

NOT APPLICABLE

EXHIBIT D

PRELIMINARY SEWER PLAN

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

EXHIBIT E
SEWER FEES

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

EXHIBIT F

PRELIMINARY WATER DESIGN PLAN

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

EXHIBIT G

WATER FEES

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

EXHIBIT H
PRELIMINARY PLAT

NOT APPLICABLE

EXHIBIT I

OFFSITE IMPROVEMENTS

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

EXHIBIT J

EXACTION FEE SCHEDULE

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

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

- 12) Owner agrees to pay, upon annexation, any applicable recapture previously adopted by the City or as set forth in this Agreement.

EXHIBIT K

MODIFICATIONS TO STANDARD AGREEMENT

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

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

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

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

6) The City agrees to waive the following fees:

- a) Annexation Fee: Section 15-10 of the City of Belvidere Municipal Code (\$400.00).
 - b) Zoning Change Fee: Appendix A City of Belvidere Municipal Code (Appendix A) (\$700.00 + \$75.00 per acre or part thereof) but only for the rezoning of the entire Property from Rural Holding to Heavy Industrial.
 - c) Other zoning fees directly relating to development of the Property, if any, including Special Use Fees (Appendix A), Planned Unit Development Fees (Appendix A), and variations (Appendix A), but only for the first Planned Unit Development approved.
- 7) Owner's shall not be required to make the \$5,000.00 deposit referenced in Section 11 of the Agreement.
- 8) Owner(s) shall not be required to install sidewalks (mandated by sections 151.65(a) and 151(e)(2) of the City Code) as a part of any industrial development on the Property.
- 9) All development on the Property shall only occur pursuant to a Planned Unit Development approved by the City. The City agrees to approve a Planned Unit Development with deviations from the City of Belvidere Zoning Code as set forth in Exhibit L below. No development or construction shall occur upon the Property until such time as the parties enter into a development agreement governing development of the Property.

City: City of Belvidere,
an Illinois Municipal Corporation

by: _____
Mayor

ATTEST:

City Clerk

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

By: _____

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

Notary Public

OWNERS:

ALLIANCE DEVELOPMENT CORP.

By: _____

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

Notary Public

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

EXHIBIT L

PLANNED COMMUNITY DEVELOPMENT

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

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

ORDINANCE #641H
AN ORDINANCE ANNEXING CERTAIN TERRITORY
LYING NORTH OF US ROUTE 20, WEST OF IRENE ROAD
AND SOUTH OF THE UNION PACIFIC RAIL ROAD
TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Ayes:

Nays:

Absent:

Date Passed:

Date Approved:

Date Published:

Prepared By / Return To:

Michael S. Drella

City Attorney

City of Belvidere

401 Whitney Blvd

Belvidere, Illinois 61008

EXHIBIT A

CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
(SS
COUNTY OF OGLE)

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

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

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

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

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

CITY OF BELVIDERE ANNEXATION PLAT

CERTIFICATE OF SURVEY

STATE OF ILLINOIS)
COUNTY OF OGLE) (SS)

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

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

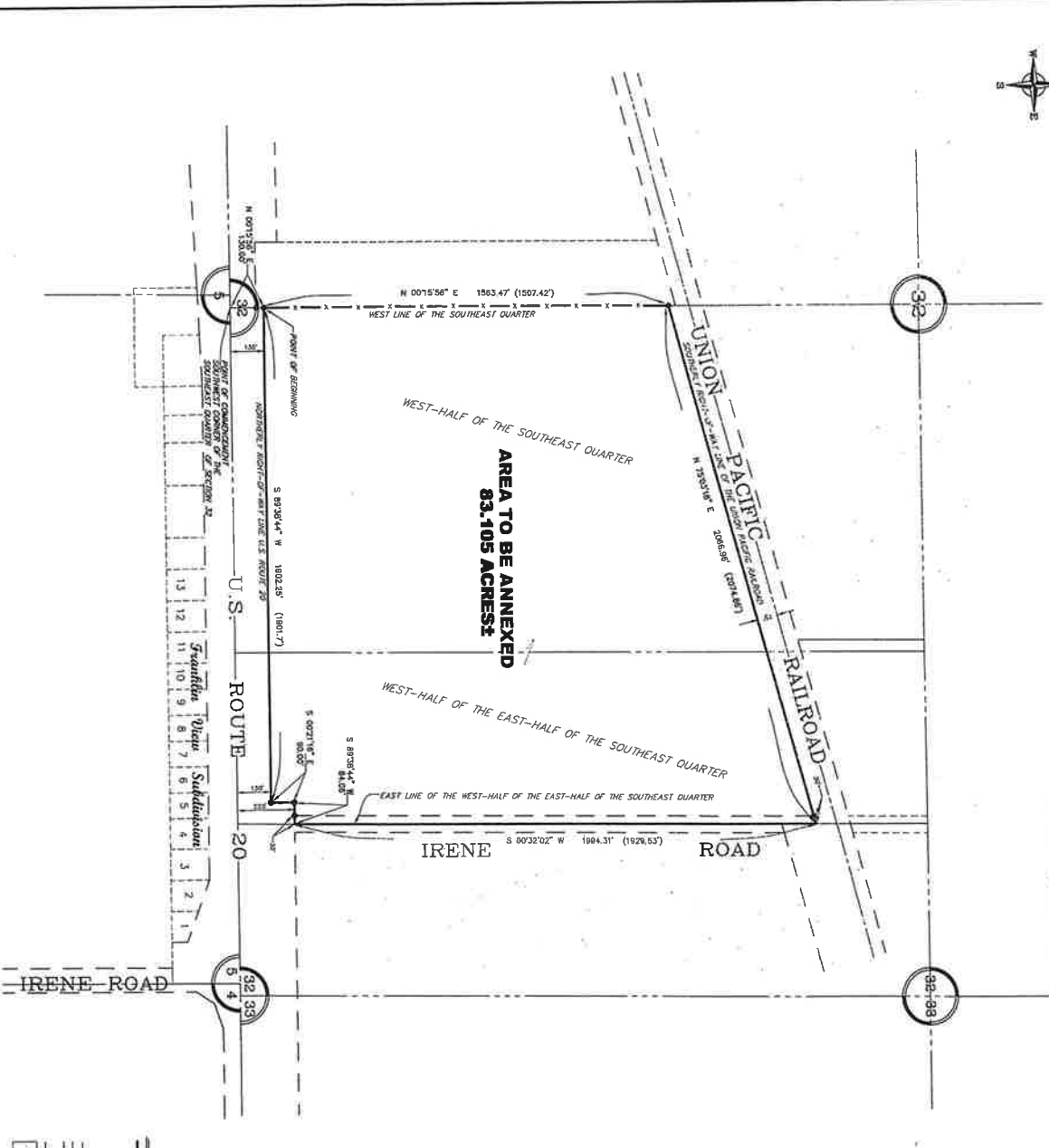
Commencing at the Southwest Corner of the Southeast Quarter of said Section 32; thence North 00 degrees 15 minutes 56 seconds East along the West Line of said Southeast Quarter, a distance of 1301.00 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing North 00 degrees 15 minutes 56 seconds East along said West Line, a distance of 1363.47 feet (1307.42 feet decided) to a point on the Southern Right-of-Way Line of a railroad designated Union Pacific Railroad (formerly the Chicago and Northwestern Railroad), thence North 75 degrees 03 minutes 18 seconds East along said Southern Right-of-Way Line, a distance of 2066.96 feet (2074.86 feet decided) to the East Line of the West-half of the East-half of said Southeast Quarter; thence South 00 degrees 32 minutes 02 seconds West along said East Line, a distance of 1929.31 feet (1929.53 feet decided); thence South 89 degrees 38 minutes 44 seconds West, parallel with the Northern Right-of-Way Line of a public road designated U.S. Route 20, a distance of 84.06 feet; thence South 00 degrees 21 minutes 16 seconds East, perpendicular with the last described course, a distance of 90.00 feet to a point on the Northern Right-of-Way Line of U.S. Route 20; thence South 89 degrees 38 minutes 44 seconds West along said Northern Right-of-Way Line, a distance of 1902.25 feet (1901.7 feet decided) to the Point of Beginning, containing 83.105 acres, more or less, subject to that land being used for public road purposes and also subject to all easements, agreements, county codes and/or ordinances of record if any, all situated in the Township of Belvidere, the County of Boone and the State of Illinois.

Dated this 28th day of August, 2021, A.D., at the office of Surveyor-Tech.

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



THIS PROFESSIONAL SERVICE CONFORMS WITH THE CURRENT ILLINOIS SURVEYING AND MAPPING ACT AND ALL APPLICABLE RULES AND REGULATIONS. FIELD WORK COMPLETED ON 1-15-2017



LEGEND

	BOUNDARY OF SURVEY
	BOUNDARY OF SECTION
	MONUMENT FOUND
	IRON PIN SET
	P.C. NAIL SET
	SECTION LINE
	RIGHT-OF-WAY LINE
	FENCE LINE
	EXISTING CITY OF BELVIDERE CORPORATE LIMITS

SURVEY-TECH	
A DIVISION OF C.E.S., INC.	
1514 WALK COAST ROAD, BOONE COUNTY, ILLINOIS 62008	
(618)-562-9771 FAX (618)-562-6000	
DATE: 8-31-2023	DRAWN BY: DEW
SCALE: 1" = 200'	REVISIONS:
PROJECT: RB, BOONE - B	FILE NUMBER: BOONE COUNTY 5581
BUSCH	

ORDINANCE #642H
 AN ORDINANCE AMENDING SECTION 110-91, STOP STREETS,
 OF THE CITY OF BELVIDERE MUNICIPAL CODE
 TO ADD WEST 5th STREET AT 5th AVENUE
 AS A ONE-WAY STOP

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Belvidere as follows:

SECTION 1: Section 110-91, Stop Streets, of the City of Belvidere Municipal Code is hereby amended to add the intersection of West 5th Street. and 5th Ave. as a one-way stop intersection on West 5th St. as follows:

West 5 th St.	5th Ave.	1 Way Stop on West 5 th St. at 5 th Ave.	
--------------------------	----------	--	--

SECTION 2: The Official Traffic Regulation Map shall be amended in conformance with this Ordinance.

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 in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye: .
 Voting Nay: .
 Absent: .

APPROVED:

Mayor Clinton Morris

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed:
Approved:
Published:

ORDINANCE #643H

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

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

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

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

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

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

SECTION 2: The Mayor, or his designee, is authorized and directed to sell the Vehicles identified in Exhibit A by any means authorized by State Statute, including but not limited to an internet auction site, other auction methods, trade in for new vehicles or by any other commercially reasonable method.

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

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

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

Ayes: .

Nays: .

Absent: .

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: City Clerk Sarah Turnipseed

Passed:
Approved:
Published:

EXHIBIT A

1991 Dodge Dakota	Vin.	1BtFL23X8MS334860
2000 GMC 2500	Vin.	1GTGC24R4FY484788
2000 Ford Taurus	Vin.	1FAPP5320YG253652
2004 Ford Taurus	Vin.	1FAPP55VX4A124345
2001 Chevy Tahoe	Vin.	1GNEK13V11J278700
2002 Dodge Neon	Vin.	1B3ES26C82D548158
200401964 Baker Forklift		

ORDINANCE NO. 644H

**AN ORDINANCE GRANTING A SPECIAL USE
TO ALLOW ROOF, ABOVE PEAK SIGN
WITHIN THE GB, GENERAL BUSINESS DISTRICT
(1910 North State Street)**

WHEREAS, The City of Belvidere has adopted Chapter 150, Zoning Ordinance in accordance with the provisions of Illinois Compiled Statutes to regulate the use of land and to specify the minimum requirements for improvements on land in the City of Belvidere; and

WHEREAS, Special Uses are certain municipal or private uses that due to their physical or operational characteristics may pose a threat to the value, use and enjoyment of adjoining property; are reviewed on a case by case basis; and are permitted only by permission of the Belvidere City Council; and,

WHEREAS, The applicant, Daniel Castro Small, 1910 North State Street, Belvidere, IL 61008 on behalf of the property owner, Panama Enterprises, Inc. is requesting a special use to permit a Roof, above peak sign; and.

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the City of Belvidere Planning and Zoning Commission held a public hearing on September 12, 2023 concerning the proposed Special Use; and,

WHEREAS, the City of Belvidere Planning and Zoning Commission having examined the application and having considered the evidence, both oral and documentary and being fully advised about the premises did make findings of fact and a recommendation; and,

WHEREAS, the corporate authorities of the City considered the findings of fact and concur with the recommendation of the Planning and Zoning Commission,

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. That a Special Use in the GB, General Business District for Roof, above peak sign on the property depicted in Attachment A and legally described as:

A part of Section 22, Township 44 North, Range 3 East of the Third Principal Meridian described as follows: Beginning at the point of intersection of the section line between Section 22 and 23 and the center line of a public highway known as U.S. Route 20, which point is also a point of the Northerly extension of the center line of a public highway known as Sunset Avenue; thence Southwesterly along the said extension of the center line of Sunset Avenue a

distance of 60.08 feet to a point which is the point of beginning of the property herein described; thence continuing Southwesterly along the center line of said Sunset Avenue a distance of 131.17 feet; thence Northwesterly at an angle of 87 degrees-02' measured counter clockwise from the last described course (parallel with the Southerly right-of-way line of said U.S. Route 20) a distance of 189.83 feet; thence Northeasterly at right angles to the last described course a distance of 131.0 feet to a point on the Southerly right-of-way line of said U.S. Route 20; thence Southeasterly along the said Southerly right-of-way line and the Southeasterly extension of said right-of-way line a distance of 183.04 feet to the point of beginning, (EXCEPTING THEREFROM: Premises deed to People of the State of Illinois recorded April 4, 1984, as Document No. 84-860); situated in the City of Belvidere, County of Boone and State of Illinois. PIN: 05-22-476-009.

Is hereby approved, subject to the following conditions:

1. Substantial compliance with the sign elevation submitted. (Attachment B)
2. Building plans including any structural changes such as electric, HVAC and plumbing that show the building's ability to safely mount the vehicle/sign onto the roof will need to be submitted by a licensed design professional for review and approval.

Section 3. That the premises shall be used in accordance with and subject to the applicable provisions of the Zoning Ordinance of the City of Belvidere and shall not be used except as may otherwise be expressly authorized by the applicable law and the special use.

Section 4. That acceptance of any of the benefits of this Special Use shall be deemed acceptance of all the terms and conditions set forth herein.

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

Section 6. 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 7. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the City Council of the City of Belvidere this ____ day of _____, 2023.

APPROVED by the Mayor of the City of Belvidere this ____ day of _____, 2023.

Clinton Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____ Nays: _____ Absent: _____

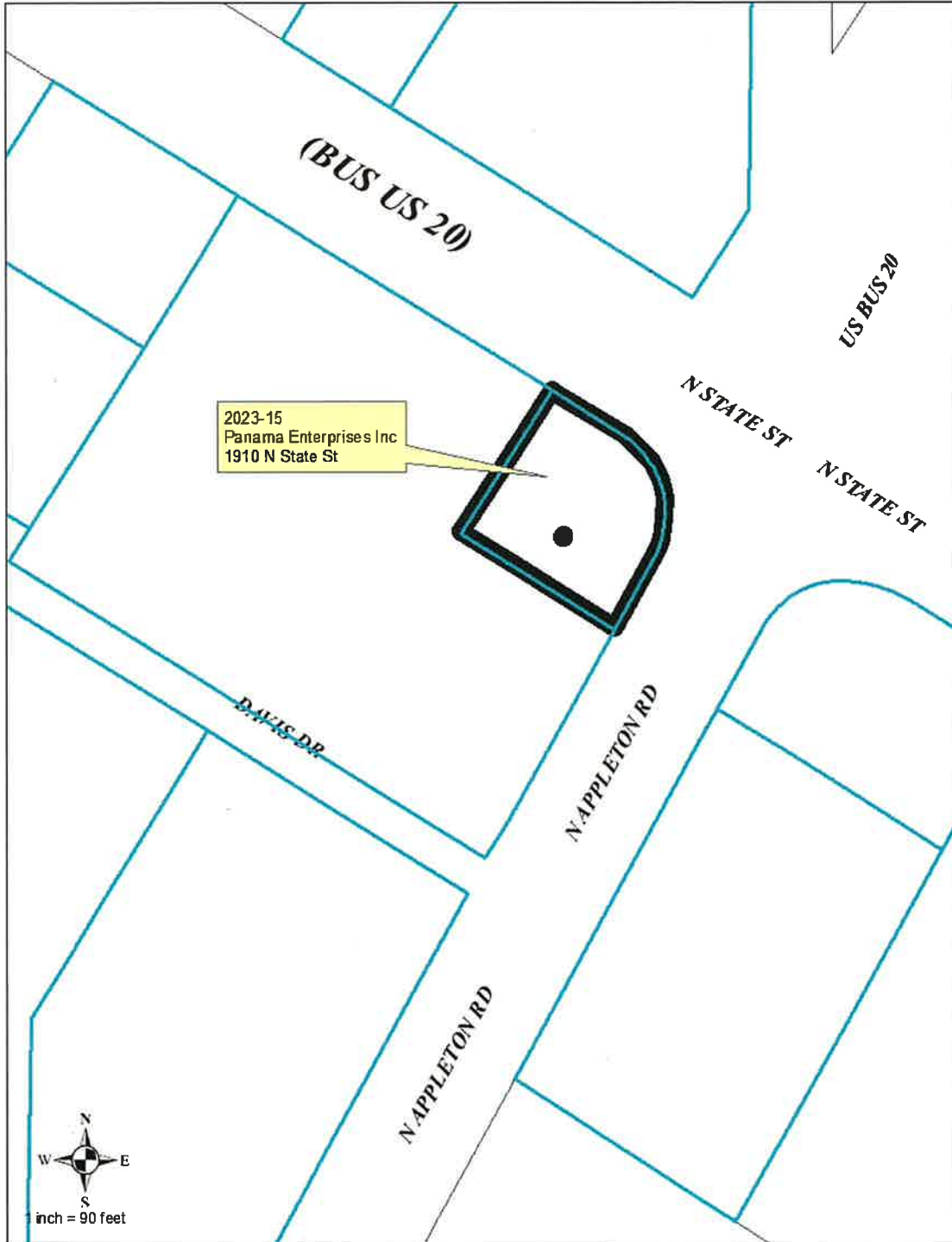
City Council Members Voting Aye: ___

City Council Members Voting Nay: ___

Date Published:

Sponsor: _____

ATTACHMENT A



ATTACHMENT B



MEMO

DATE: September 13, 2023
TO: Mayor and Members of the City Council
FROM: City of Belvidere Planning and Zoning Commission
SUBJECT: Recommendation for Case: 2023-15; Panama Enterprises Inc., 1910 N. State St

REQUEST AND LOCATION:

The applicant, Daniel Castro Small, 1910 North State Street, Belvidere, IL 61008 on behalf of the property owner, Panama Enterprises, Inc. is requesting a special use to permit a Roof, above peak sign. Specifically, a car, being utilized as a sign, mounted to the roof of the building at 1910 North State Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(5)(C)(2) Roof, above peak sign, Table 150.1007(C)(1) Permitted Building and Freestanding Sign by Type and Zoning District and 150.904 Special use Review and Approval Procedures) in the GB, General Business District. The subject property is irregular in shape, approximately 0.5 acres (PIN: 05-22-476-009) and developed with a 2,200 square-foot building and parking area.

RECOMMENDATION:

The planning and zoning commission recommended the **approval** of case number **2023-15** for a special use to permit a Roof, above peak sign at 1910 N. State Street subject to the following conditions:

1. Substantial compliance with the sign elevation submitted.
2. Building plans including any structural changes such as electric, HVAC and plumbing that show the building's ability to safely mount the vehicle/sign onto the roof will need to be submitted by a licensed design professional for review and approval.

Motion to approve case 2023-15; Roof, above peak sign at 1910 N. State Street subject to the conditions failed with a (3-1) roll call vote. Cantrell voted no.

Carl Gnewuch, Vice Chairman
Belvidere Planning and Zoning Commission

MEMO

DATE: September 13, 2023
TO: Mayor and Members of the City Council
FROM: City of Belvidere Planning and Zoning Commission
SUBJECT: Findings of Fact for Case: 2023-15; Panama Enterprises, Inc., 1910 N. State St.

REQUEST AND LOCATION:

The applicant, Daniel Castro Small, 1910 North State Street, Belvidere, IL 61008 on behalf of the property owner, Panama Enterprises, Inc. is requesting a special use to permit a Roof, above peak sign. Specifically, a car, being utilized as a sign, mounted to the roof of the building at 1910 North State Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(5)(C)(2) Roof, above peak sign, Table 150.1007(C)(1) Permitted Building and Freestanding Sign by Type and Zoning District and 150.904 Special use Review and Approval Procedures) in the GB, General Business District. The subject property is irregular in shape, approximately 0.5 acres (PIN: 05-22-476-009) and developed with a 2,200 square-foot building and parking area.

FINDINGS OF FACT:

Per Section 150.904 (G) of the City of Belvidere Zoning Ordinance, the criteria for granting a Special Use Permit are as follows:

- A. Findings: The establishment, maintenance, or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

Signage can impact the community if it distracts passing motorists, is not installed safely or encroaches into easements and public utilities. The proposed roof-mounted sign, a Nissan Altima may be unique for Belvidere but does not block any lines of sight or create a lighting situation that can be distracting. It is also set back far enough away to not interfere with the overhead utility poles.

- B. Findings: The proposed special use, both its general use independent of its location and in its specific location, will not be in harmony with the purposes, goals, objectives, policies, and standards of the City of Belvidere Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to Notice of Public Hearing by the City.**

The Comprehensive Plan designates the subject property as General Business; this use encourages indoor commercial, office, institutional, and controlled outdoor display land uses, with moderate landscaping and signage. Although utilizing a car as signage for an automobile related business ensures that the sign reflects the business, it is not moderate compared to other signage in Belvidere.

- C. Findings: The special use will not in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters**

affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to Notice of Public Hearing by the City or governmental agency having jurisdiction to guide development.

The intersection already emphasizes automobile related land uses. Due to the scale of the building, having a roof-mounted sign of this size will not create any negative impacts on neighboring properties and other than the attention it could generate at first, traffic is not expected to be impacted.

- D. **Findings:** The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property, and does maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

The property to the south and west is currently for sale. Due to the scale of the roof-mounted sign it is not expected to impede the continued use of the adjacent property or infringe on any potential redevelopment.

Two large automobile dealerships, two gas stations, an automobile rental business, an automobile parts store and several drive-through restaurants are located nearby. Vehicles are plentiful in the area. Having one that is smaller than permitted (in terms of signage) mounted on a roof is not expected to deflect from the development potential of the area.

- E. **Findings:** The proposed special use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvement facilities, utilities or services provided by public agencies servicing the subject property.

The subject property is already developed with a commercial building that is served with municipal utilities.

- F. **Findings:** The potential public benefits of the proposed special use does outweigh any and all potential adverse impacts of the proposed special use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Having visible signage is very desirable for businesses. Due to the scale of the building, the location of the property and size of the sign potential negative impacts are minimal. Conditions of approval will ensure that the sign is installed in a safe manner.

The motion to adopt the Findings of Fact as presented by staff for case 2023-15 for a special use for Roof, above peak sign at 1910 N. State Street failed with a (3-1) roll call vote. Cantrell voted no.

Carl Gnewuch, Chairman
Belvidere Planning and Zoning Commission

CITY OF BELVIDERE

Community Development



BUILDING DEPARTMENT

PLANNING DEPARTMENT

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

September 5, 2023

ADVISORY REPORT

CASE NO: 2023-15

APPLICANT: Panama Enterprises, 1910 North State Street

REQUEST AND LOCATION:

The applicant, Daniel Castro Small, 1910 North State Street, Belvidere, IL 61008 on behalf of the property owner, Panama Enterprises, Inc. is requesting a special use to permit a Roof, above peak sign. Specifically, a car, being utilized as a sign, mounted to the roof of the building at 1910 North State Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(5)(C)(2) Roof, above peak sign, Table 150.1007(C)(1) Permitted Building and Freestanding Sign by Type and Zoning District and 150.904 Special use Review and Approval Procedures) in the GB, General Business District. The subject property is irregular in shape, approximately 0.5 acres (PIN: 05-22-476-009) and developed with a 2,200 square-foot building and parking area.

EXISTING LAND USE:

Subject property: Panama Taxi and Limousine

Adjacent Property

North: Mobil gas station

South and West: Dodge Lanes bowling alley

East: Hamblock Ford

CURRENT ZONING:

Subject property: GB, General Business District

All Adjacent Property: GB, General Business District

COMPREHENSIVE PLAN:

Subject property: General Business

All Adjacent Property: General Business

BACKGROUND:

The 2,200 square-foot building has previously been used for motorcycle sales, automobile detailing, a pawn store and a resale store. It is now occupied by Panama Taxi and Limousine Services. The paved area is used for both employee and fleet vehicle parking. In 2022, façade renovations were completed on the building and an expansion was contemplated.

Due to overhead garage doors and large display windows, mountable wall space for signage is limited. The property is also developed in manner that significantly reduces the ability to have a

2023-15; Panama Enterprises, 1910 North State Street

freestanding signage. The applicant is requesting the ability to mount the shell of a 2003 Nissan Altima onto the roof of the building in order to be used as signage. The approximate 5'x16.5' car complies with the 160 square feet of allowable signage on the building. Only the roof-top location requires zoning relief.

TREND OF DEVELOPMENT:

The subject property is located at the corner of North State Street and Appleton Road/Bypass 20. Established businesses at the intersection are primarily automobile related and many have recently been or are in the process of being renovated.

FINDINGS OF FACT:

Per Section 150.904 (G) of the City of Belvidere Zoning Ordinance, the criteria for granting a Special Use Permit are as follows:

- A. **Findings: The establishment, maintenance, or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.**

Signage can impact the community if it distracts passing motorists, is not installed safely or encroaches into easements and public utilities. The proposed roof-mounted sign, a Nissan Altima may be unique for Belvidere but does not block any lines of sight or create a lighting situation that can be distracting. It is also set back far enough away to not interfere with the overhead utility poles.

- B. **Findings: The proposed special use, both its general use independent of its location and in its specific location, will not be in harmony with the purposes, goals, objectives, policies, and standards of the City of Belvidere Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to Notice of Public Hearing by the City.**

The Comprehensive Plan designates the subject property as General Business; this use encourages indoor commercial, office, institutional, and controlled outdoor display land uses, with moderate landscaping and signage. Although utilizing a car as signage for an automobile related business ensures that the sign reflects the business, it is not moderate compared to other signage in Belvidere.

- C. **Findings: The special use will not in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to Notice of Public Hearing by the City or governmental agency having jurisdiction to guide development.**

The intersection already emphasizes automobile related land uses. Due to the scale of the building, having a roof-mounted sign of this size will not create any negative impacts on neighboring properties and other than the attention it could generate at first, traffic is not expected to be impacted.

- D. **Findings:** The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property, and does maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

The property to the south and west is currently for sale. Due to the scale of the roof-mounted sign it is not expected to impede the continued use of the adjacent property or infringe on any potential redevelopment.

Two large automobile dealerships, two gas stations, an automobile rental business, an automobile parts store and several drive-through restaurants are located nearby. Vehicles are plentiful in the area. Having one that is smaller than permitted (in terms of signage) mounted on a roof is not expected to deflect from the development potential of the area.

- E. **Findings:** The proposed special use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvement facilities, utilities or services provided by public agencies servicing the subject property.

The subject property is already developed with a commercial building that is served with municipal utilities.

- F. **Findings:** The potential public benefits of the proposed special use does outweigh any and all potential adverse impacts of the proposed special use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

Having visible signage is very desirable for businesses. Due to the scale of the building, the location of the property and size of the sign potential negative impacts are minimal. Conditions of approval will ensure that the sign is installed in a safe manner.

SUMMARY OF FINDINGS:

Signage can impact the community if it distracts passing motorists, is not installed safely or encroaches into easements and public utilities. The proposed roof-mounted sign, a Nissan Altima may be unique for Belvidere but does not block any lines of sight or create a lighting situation that can be distracting. It is also set back far enough away to not interfere with the overhead utility poles.

Two large automobile dealerships, two gas stations, an automobile rental business, an automobile parts store and several drive-through restaurants are located nearby. Vehicles are plentiful in the area. Having one that is smaller than permitted (in terms of signage) mounted on a roof is not expected to deflect from the development potential of the area.

Having visible signage is very desirable for businesses. Due to the scale of the building, the location of the property and size of the sign potential negative impacts are minimal. Conditions of approval will ensure that the sign is installed in a safe manner.

2023-15; Panama Enterprises, 1910 North State Street

RECOMMENDATION:

The planning staff recommends the **approval** of case number **2023-15** for a special use for an above peak roof sign at 1910 North State Street subject to the following conditions.

1. Substantial compliance with the sign elevation submitted.
2. Building plans including any structural changes such as electric, HVAC and plumbing that show the building's ability to safely mount the vehicle/sign onto the roof will need to be submitted by a licensed design professional for review and approval.

Submitted by:



Gina DelRose
Community Development Planner

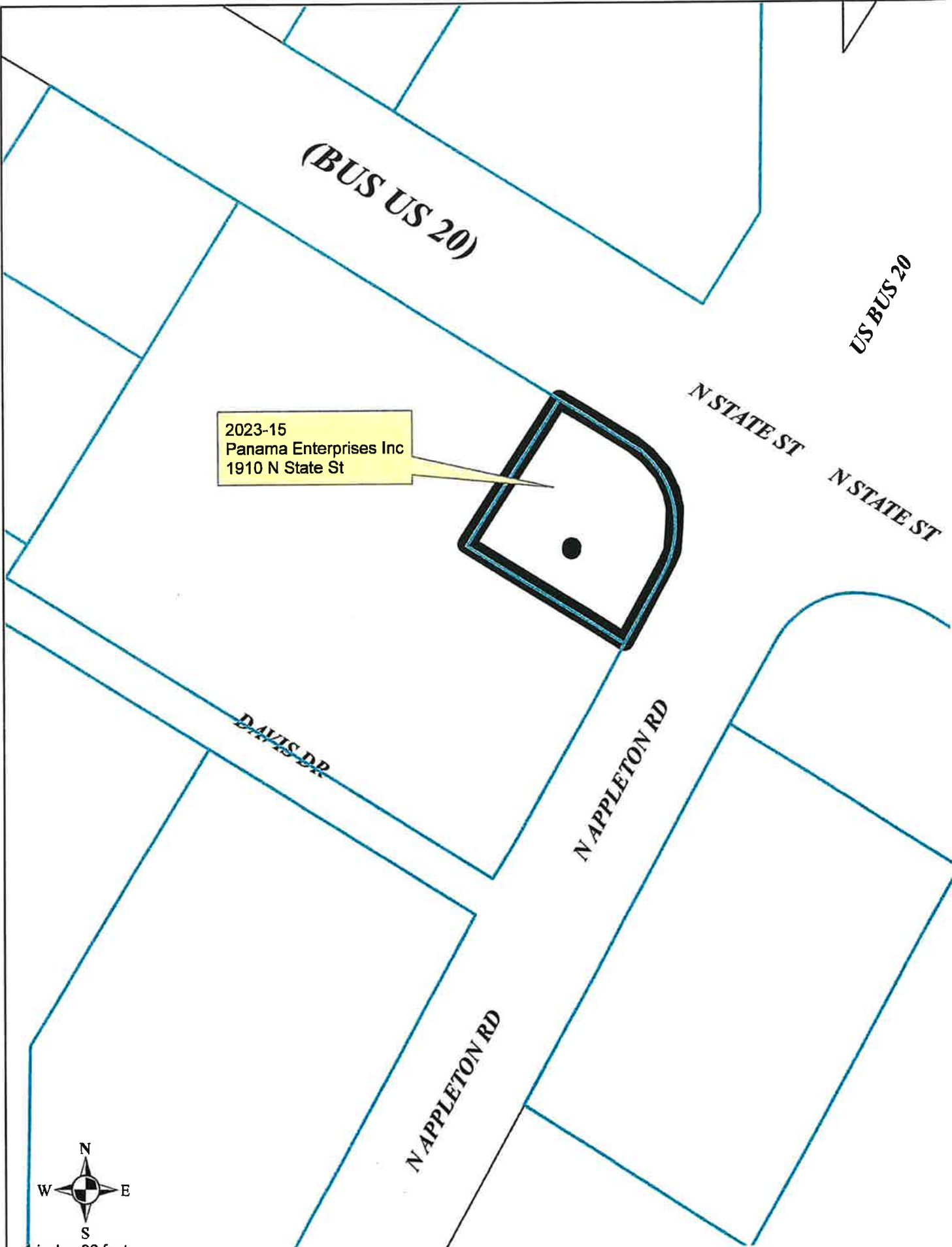
Review and Recommendation by the Planning and Zoning Commission. The Planning and Zoning Commission shall review the application, adopt findings of fact, and make a recommendation to the City Council.

Review and Action by the City Council. The City Council shall consider the Planning and Zoning Commission's recommendation regarding the proposed special use. The City Council may approve or deny the special use as originally proposed, may approve the proposed special use with modifications or may remand the matter back to the Planning and Zoning Commission for further discussion or hearing. The City Council's approval of the requested special use shall be considered the approval of a unique request, and shall not be construed as precedent for any other proposed special use.

2023-15; Panama Enterprises, 1910 North State Street

ATTACHMENTS

1. Location Map by Planning Staff.
2. Aerial Photo with by Planning Staff.
3. Narrative submitted by Applicant.
4. Sign elevation submitted by Applicant.
5. Letter submitted by the Boone County Health Department, Alisen O'Hearn, August 16, 2023.
6. Memo submitted by the Belvidere Building Department, Kip Countryman, August 17, 2023.
7. E-mail submitted by the Belvidere Fire Department, Matthew Wittig, August 22, 2023.



2023-15
Panama Enterprises Inc
1910 N State St





2023-15
Panama Enterprises Inc
1910 N State St

1940

DAVIS DR
W
S
1 in = 250 ft

Regarding: Panama Enterprises
1910 N. State St.
Belvidere, IL 61008

What we would like to do:

We propose to secure a "shell" (No Engine, No Transmission, No glass/window, No interior) of a 2003 Nissan Altima car on the roof as the business "marquee" sign for Panama Enterprises.

Car Specs:

The weight of the car is approximately 2,000 - 2,500 pounds.

Car size is 62' x 196" - it is 55" tall.

Roof Specs:

The roof is 80' long (State Street Side) x 34' wide (Genoa/Appleton Side)

The height is 16'4" from concrete ground to top of parapet wall (parapet wall is 1'10")

14'5" is the height to field of roofing from concrete ground

5.2" Roofing material

12'3" from ground to bottom of steel support beam rafters

14'3" from ground to top of steel beam support rafters

2' Steel support beams

Securing:

We would like to weld (4) 4" solid steel piers to the existing steel corrugated deck to protrude thru the roof to approx 2' above the base of the roof then weld the frame of the car directly to these steel piers.

Please see drawing, "mock" photo showing the car on the roof, and all the photos showing support beams, flat roofing, etc.

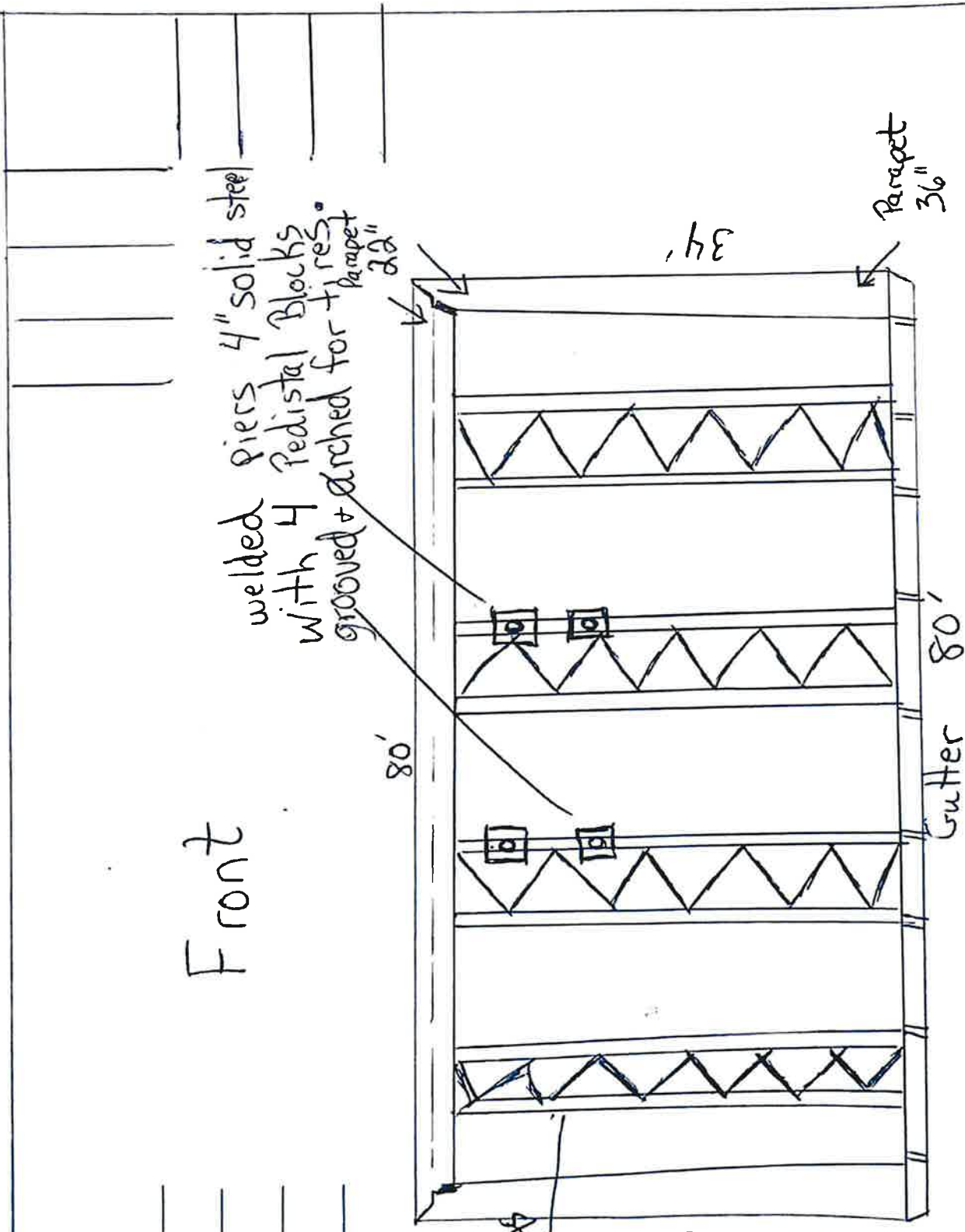


STATE ST

Genoa Rd

Front

Rear



welded piers 4" solid steel
with 4 Pedestal Blocks
grooved + arched for tires.

Supports for trusses
Pier for trusses

34'

Parapet 36"

80'

Gutter 80'

34'



Public Health
Prevent. Promote. Protect.

Boone County Health Department

1204 Logan Avenue, Belvidere, Illinois 61008
Main Office 815.544.2951 Clinic 815.544.9730 Fax 815.544.2050
www.boonehealth.org

The mission of the Boone County Health Department is to serve our community by preventing the spread of disease, promoting equitable wellness & protecting the public's health.

August 16, 2023

City of Belvidere
Community Development
Gina DelRose
401 Whitney Blvd Suite 300
Belvidere, IL 61008

Email: gdelrose@ci.belvidere.il.us

Re: Case: 2023-15; Panama Enterprises, 1910 North State Street

Dear City of Belvidere,

We are in receipt of a special use to permit a Roof, above peak sign. Specifically, a car, being utilized as a sign, mounted to the roof of the building at 1910 North State Street, Belvidere, IL 61008. PIN: 05-22-476-009.

At this time, the Boone County Health Department has no comment.

If you have any questions or concerns, please contact us at (815) 544-2951 ext. 2 or at info@boonehealth.org.

Sincerely,

Alisen O'Hearn, LEHP/REHS
Environmental Center Supervisor
Boone County Health Department

AT

CITY OF BELVIDERE

Community Development



BUILDING DEPARTMENT

PLANNING DEPARTMENT

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

DATE: 8/17/2023

TO: Gina DelRose Community Development Planner

RE: 1910 N State St

Gina,

Building plans will need to be submitted by a licensed design professional that include any structural changes including but not limited to Electric, HVAC and Plumbing will need to be reviewed and approved before any construction permits will be issued.

Thank you

Kip Countryman

Director of Building

City of Belvidere Community Development

815-547-7177

Kcountryman@ci.belvidere.il.us

Gina Delrose

From: Matthew Wittig <mwittig@belviderefire.com>
Sent: Tuesday, August 22, 2023 12:32 PM
To: Gina Delrose
Subject: Re: request for comments

This message originated from an **External Source**. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Gina

Inspector Beck and I have reviewed the notice of public hearing for Panama Enterprises. The only concerns we would have is the integrity of the existing structure of the building that the vehicle support structure is going to be added to. We do not see any additional issues from a fire inspector view.

Any questions please let me know.

On Mon, Aug 21, 2023 at 9:45 AM Gina Delrose <gdelrose@belvidereil.gov> wrote:

Hi Matt!

Whenever there is a temporary use (like a carnival), variance (something to close to the lot line), special use (businesses that could create problems), planned development (someone created their own zoning codes), rezoning (changing from one category to another) subdivisions (platting new lots and roads) and text amendment (changing the language of the subdivision or zoning codes) I send out a request for comments to get the fire department's input.

Attached are the three cases for this month.

Please let me know if you have any questions.

Gina DelRose

Community Development Planner

City of Belvidere

401 Whitney Boulevard, 61008

(o) 815-547-7177

ORDINANCE #645H

**AN ORDINANCE GRANTING A ZONING DISTRICT CHANGE
FROM RH, RURAL HOLDING DISTRICT
TO HI, HEAVY INDUSTRIAL DISTRICT
(1686 US Route 20)**

WHEREAS, a written application has been made by the applicant, Alliance Development Corp, 1510 N. Country Club Parkway, PO Box 1015, Elkhorn, WI 53121 on behalf of the property owner, Donald Busch, 6677 Logan Avenue, Belvidere, IL 61008 to obtain a zoning district change from RH, Rural Holding District to HI, Heavy Industrial District pursuant to applicable provisions of the Zoning Ordinance (Chapter 150 of the Belvidere Municipal Code) of the City of Belvidere, Illinois; and,

WHEREAS, the application for a zoning district change was published in a newspaper of general circulation that is distributed within the City of Belvidere in accordance to Illinois State Statutes; and,

WHEREAS, after due notice the Planning and Zoning Commission held a public hearing on September 12, 2023 to consider the zoning map amendment and has transmitted its findings of fact and recommendation on the matter to the City Council; and,

WHEREAS, the City Council has considered the Planning and Zoning Commission's findings of fact and recommendation.

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

Section 1. The zoning for the following property legally described as:

Part of the Southeast quarter of Section 32, Township 44 North, Range 3 East of the third principal Meridian, Boone County, Illinois, bounded and described as follows: Commencing at the Southwest corner of the Southeast quarter of said section 32; thence North 00 degrees 15 minutes 56 seconds East along the West line of said Southeast quarter, a distance of 130.00 feet to the point of beginning of the hereinafter described tract of land; thence continuing North 00 degrees 15 minutes 56 seconds East along said West line, a distance of 1563.47 feet (1507.42 feet deeded) to a point on the Southerly right-of-way line of a railroad designated Union Pacific Railroad (formerly the Chicago and Northwestern Railroad); thence North 75 degrees 03 minutes 18 seconds East along said Southerly right-of-way line. A distance of 2066.96 feet (2074.86 feet deeded) to the East Line of the West-half of the East-half of said Southeast quarter; thence South 00 degrees 32 minutes 02 seconds West along said East line a distance of 1994.31 feet (1929.53 feet deeded); thence South 89 degrees 38 minutes 44 seconds West. Parallel with the Northerly right-of-way line of a public road designated U.S. Route 20, a distance of 84.06 feet; thence South 00 degrees 21 minutes 16 seconds East, perpendicular with the last described course, a distance of 90.00 feet to a point on the Northerly right-of-way line of U.S. Route 20; thence South 89 degrees 38 minutes 44 seconds West along said Northerly right-a-way line, a distance of 1902.25 feet (1901.7 feet deeded) to the point of beginning. All situated in the County of Boone and the State of Illinois. PIN: 05-32-400-007.

is changed and amended from RH, Rural Holding District to the HI, Heavy Industrial District; the Belvidere Official Zoning Map shall be modified to reflect this zoning amendment.

A location map identifying the subject property is herein attached and made a part of this Ordinance (attachment A).

Section 2. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the pamphlet form as provided by law.

PASSED by the City Council of the City of Belvidere this _____ day of _____ 2023.

APPROVED by the Mayor of the City of Belvidere this _____ day of _____ 2023.

Clinton Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____

Nays: _____

Absent: _____

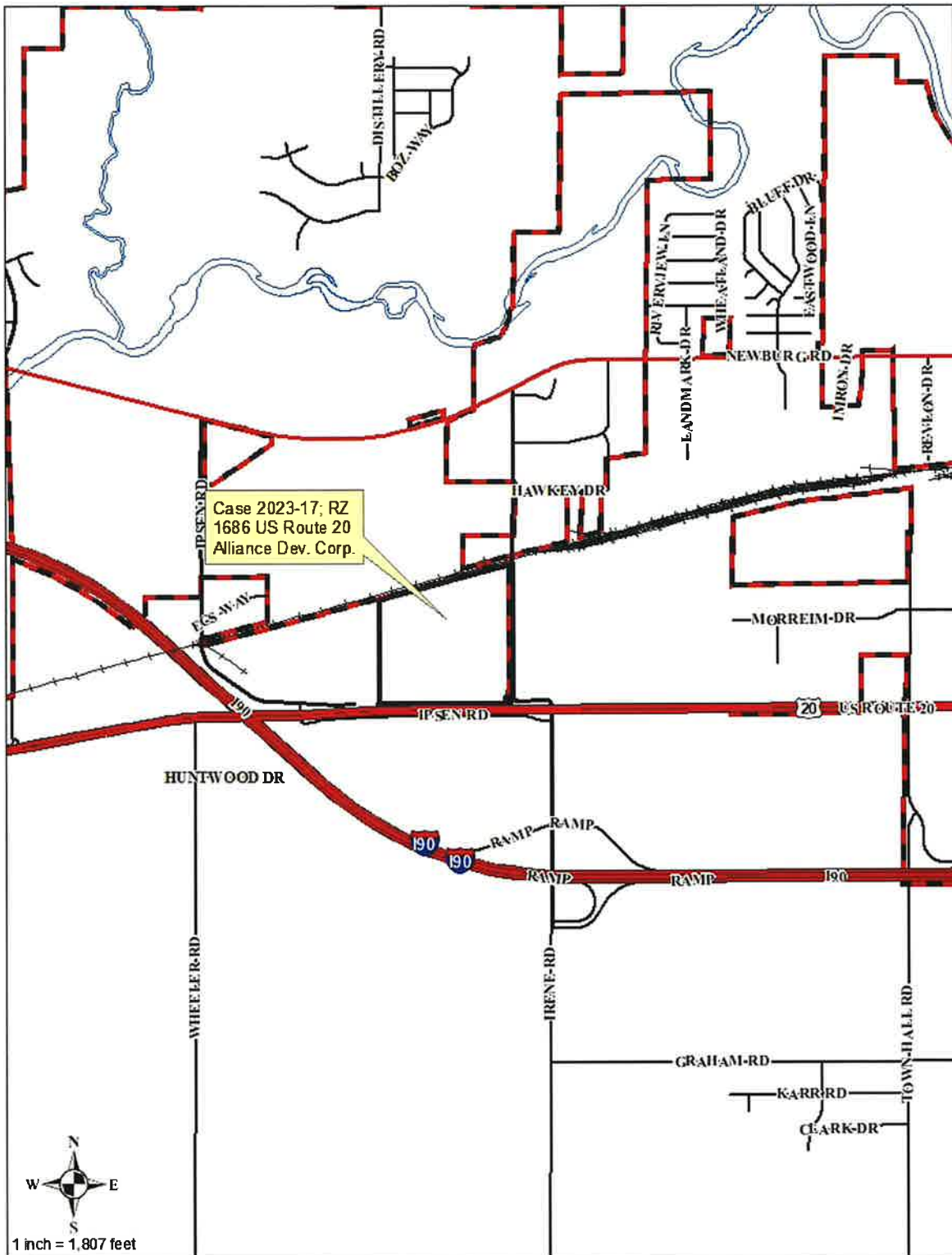
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



MEMO

DATE: September 13, 2023

TO: Mayor and Members of the City Council

FROM: City of Belvidere Planning and Zoning Commission

SUBJECT: Recommendation for Case 2023-17; Alliance Development Corp., 1686 US Route 20 (MA)

REQUEST AND LOCATION:

The applicant, Alliance Development Corp, 1510 N. Country Club Parkway, PO Box 1015, Elkhorn, WI 53121 on behalf of the property owner, Donald Busch, 6677 Logan Avenue, Belvidere, IL 61008 is requesting a map amendment (rezoning) on approximately 86 acres commonly known as 1686 US Route 20, Belvidere, IL 61008 from RH, Rural Holding District (pending annexation) to HI, Heavy Industrial District pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. The subject property has historically been used for row crop production and is a farmstead. PIN: 05-32-400-007.

RECOMMENDATION:

The Planning and Zoning Commission recommended the approval of case number 2023-17, Alliance Development Corp., 1686 US Route 20; the motion passed with a (4-0) roll call vote.

Carl Gnewuch, Chairman
Belvidere Planning and Zoning Commission

CITY OF BELVIDERE

Community Development



BUILDING DEPARTMENT

PLANNING DEPARTMENT

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

September 6, 2023

ADVISORY REPORT

CASE NO: 2023-17

APPLICANT: Alliance Development Corp., 1686 US Route 20

REQUEST AND LOCATION:

The applicant, Alliance Development Corp, 1510 N. Country Club Parkway, PO Box 1015, Elkhorn, WI 53121 on behalf of the property owner, Donald Busch, 6677 Logan Avenue, Belvidere, IL 61008 is requesting a map amendment (rezoning) on approximately 86 acres commonly known as 1686 US Route 20, Belvidere, IL 61008 from RH, Rural Holding District (pending annexation) to HI, Heavy Industrial District pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. The subject property has historically been used for row crop production and is a farmstead. PIN: 05-32-400-007.

BACKGROUND:

The applicant has petitioned for annexation into the City of Belvidere. According to the City of Belvidere Zoning Ordinance, all property annexed into the City is zoned RH, Rural Holding District until properly rezoned by ordinance. In conjunction with the petition of annexation for the subject property, the applicant has petitioned for a rezoning of approximately 86 acres to heavy industrial. Upon annexation allowing for the extension of public utilities and the completed realignment of Irene Road, the property will be able to accommodate industrial development.

Kelly Farms Subdivision which abuts the east side of the property and was the catalyst for the Irene Road realignment was annexed into the City in 2022 and began development of the General Mills distribution center shortly afterwards. There is still one heavy industrial lot and one general business lot within the subdivision that is available for development.

The Boone County Soil and Water Conservation District's NRI Report 1734 provided a unfavorable opinion of the change of zoning for the subject property due to a high land evaluation score. This is not uncommon due to the high quality of Boone County farmland. The Boone County Soil and Water Conservation District notes that if there is future development, attention should be paid to soil compaction and erosion, groundwater and habitat providing native landscaping.

FINDINGS OF FACT:

Per Section 150.903 (D) of the City of Belvidere Zoning Ordinance, the criteria for granting an Amendment of the Official Zoning Map are as follows:

A. Existing uses and intensities of property within the general area of the property in question.

Findings:

Subject property: Row Crop Production

North: Railroad and dredging quarry

South: US Route 20 and single-family residential.

West: CAI Custom Alloys, Inc.

East: Row Crop Production and General Mills distribution center.

The subject property is bounded by the railroad to the north, Kelly Farms Subdivision to the east, isolated single-family residential to the south and established county industrial development to the west. North of the railroad are older industrial developments and a dredging quarry. Even though there is row crop production occurring to the east and nearby to the west, all the properties are zoned a mix of industrial and commercial in anticipation of redevelopment as such in the future.

B. The zoning classification of property within the general area of the property in question.

Findings:

Subject property: RH, Rural Holding District

North: PI, Planned Industrial District

South: R-1, Single Family Residential District (County)

West: I-1, Light Industrial District (County)

East: GB, General Business District and HI, Heavy Industrial District

The heavy industrial zoning allows for office, indoor and outdoor storage or wholesaling, distribution centers, light industrial and heavy industrial land uses. Land uses that are more intense such as junkyards, freight terminals and extraction uses are permitted by special use approval.

Although the adjacent county property is zoned light industrial, the county's permitted light industrial land uses are similar to those permitted in the city's heavy industrial district.

C. The suitability of the property in question for the uses permitted under the existing zoning classification.

Findings: The property is suitable for the existing zoning classification in its current state with the existing improvements located on the subject property.

The existing use on the subject property is suitable for the Rural Holding District. However, the location of the property and nearby infrastructure lends itself to industrial development. By rezoning the subject property to a more appropriate district, when improvements are made, the site will be more compatible with the surrounding area.

D. The trend of development, if any, in the general area of the property in question, including changes (such as the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), if any, that may have taken place since the day the property in question was placed in its present zoning

classification and that make the property more appropriate for a different zoning district.

The subject property was placed into the default Rural Holding District zoning classification upon approval of an annexation with the city, however, the anticipated improvements and land uses as noted in the annexation agreement are at a greater intensity than the "rural community character" that the Rural Holding District encourages. The proximity of the railroad, Grant Highway and the Irene Road interchange encourages the trend of commercial and industrial development in the area.

E. Whether the proposed amendment is consistent with the plans and policies of the Comprehensive Plan adopted by the City

Findings: The proposed rezoning is somewhat consistent with the plans and policies of the Comprehensive Plan adopted by the City.

The subject property is designated as a mix of "Planned Industrial" and "Planned Mixed Use-4" by the City of Belvidere Comprehensive Plan, adopted July 15, 1999. The Planned Industrial map category encourages high-quality indoor manufacturing, assembly and storage uses with generous landscaping and signage while the Planned Mixed Use-4 category encourages intensive mixed uses near a transit center with buildings four to six stories tall with offices, services, retail or upper floor residential uses.

The applicant wishes to rezone to heavy industrial to better accommodate the trend of industrial development in the area. With the diminished possibility of commuter rail locating in the area, the City is reviewing their Comprehensive Plan regarding the current transit orientated development designations.

F. Whether the proposed Official Zoning Map amendment furthers the purposes of the Zoning Ordinance and the applicable rules and regulations of the State of Illinois and the Federal Emergency Management Agency (FEMA).

Findings: The proposed Official Zoning Map amendment will further the purposes of this Chapter and the applicable rules and regulations of the State of Illinois and the Federal Emergency Management Agency (FEMA).

The subject property is currently in row crop production and is a farmstead in accord with Boone County regulations. The rezoning will help bring the property in line with the City of Belvidere's regulations. All future development will be required to adhere to all applicable codes and ordinances in addition to advised recommendations for development that may be provided by agencies at a later date.

G. Whether a mistake was made in mapping on the Official Zoning Map or if an area is developing in a manner and purpose different from that for which it is mapped.

Findings: Properties are automatically zoned Rural Holding District upon annexation. This zoning district acts as a holding place until the property can be properly rezoned to an industrial, commercial or residential district.

SUMMARY:

The planning staff believes that the proposed rezoning for the subject site is not more intense than the other developed uses or anticipated uses in the general area. The development of the subject property continues the industrial corridor along US Route 20, south of the railroad tracks and near the Irene Road interchange that has been very active recently.

The Heavy Industrial District requirements will regulate lot coverage, landscaping and aesthetics of new construction. These regulations will lessen any negative impacts the rezoning may cause to the area.

RECOMMENDATION:

The Planning staff recommends the approval of case number 2023-17 to rezone approximately 86 acres northwest of Irene Road and US Route 20 from RH, Rural Holding District (pending annexation) to HI, Heavy Industrial District

Submitted by:



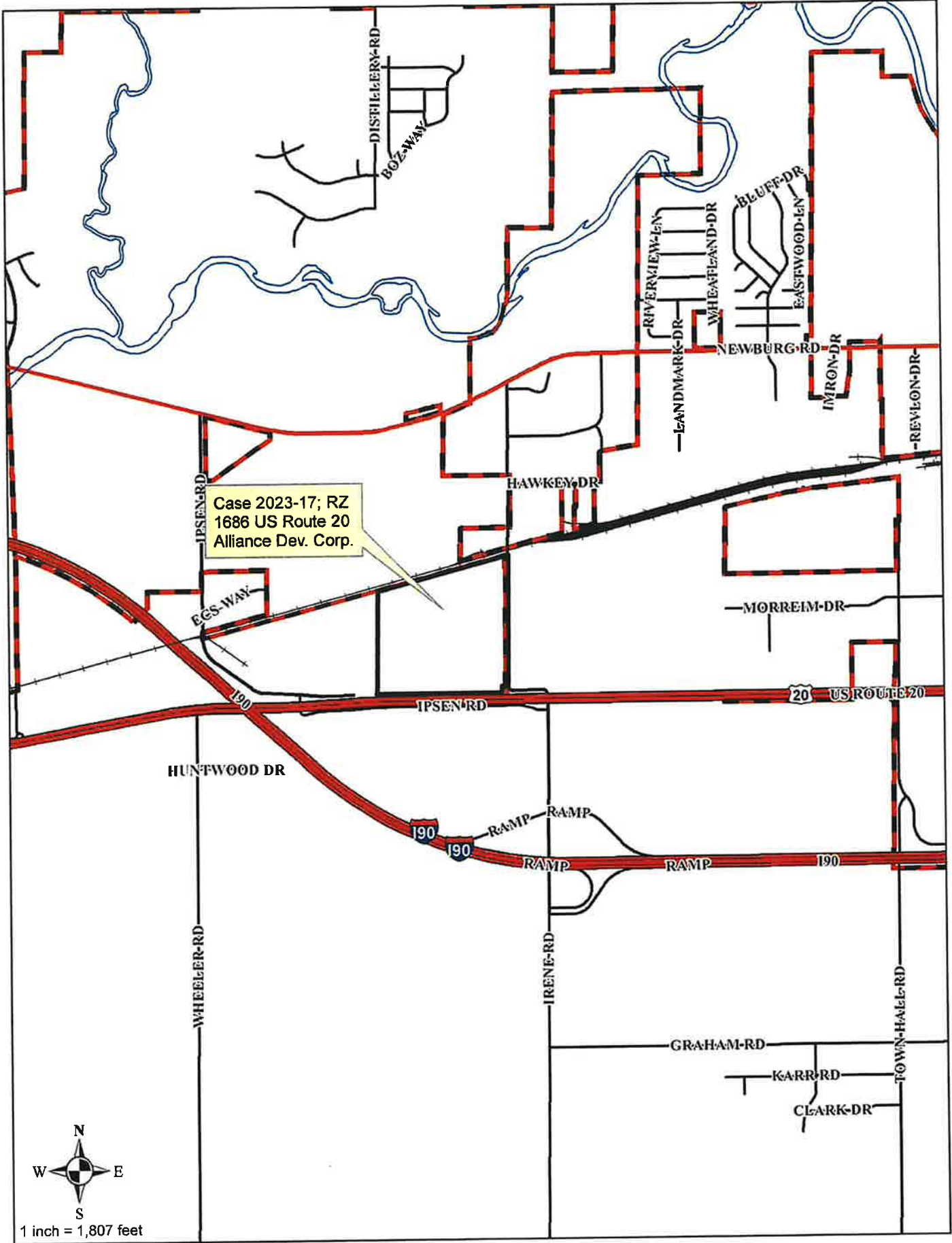
Gina DelRose, Community Development Planner

PLANNING AND ZONING COMMISSION/CITY COUNCIL ACTION

The Planning and Zoning Commission shall make and forward findings of fact as to the whether the proposed map amendment furthers the purposes of the Zoning Ordinances and make a recommendation to the City Council. The City Council shall review the findings and recommendation and may accept or reject the findings and recommendation of the Planning and Zoning Commission in whole or in part; or the City Council may refer the matter back to the Planning and Zoning Commission for further consideration. Any approval shall be considered the approval of a unique request and not be construed as precedent for any other proposed map amendment.

ATTACHMENTS

1. Location Map by Planning Staff.
2. Aerial photo by Planning Staff.
3. Zoning Maps by Planning Staff.
4. Letter from the Boone County Health Department, Alisen O'Hearn, August 17, 2023
5. NRI Report 1734 opinion, executive summary and comments submitted by Teagan Duffy, Boone County Soil and Water Conservation District dated September 6, 2023.



Case 2023-17; RZ
1686 US Route 20
Alliance Dev. Corp.



1 inch = 1,807 feet



Case 2023-17; RZ
1686 US Route 20
Alliance Dev. Corp.

HAWKEY DR

IPSEN RD

20

US ROUTE 20

IPSEN RD

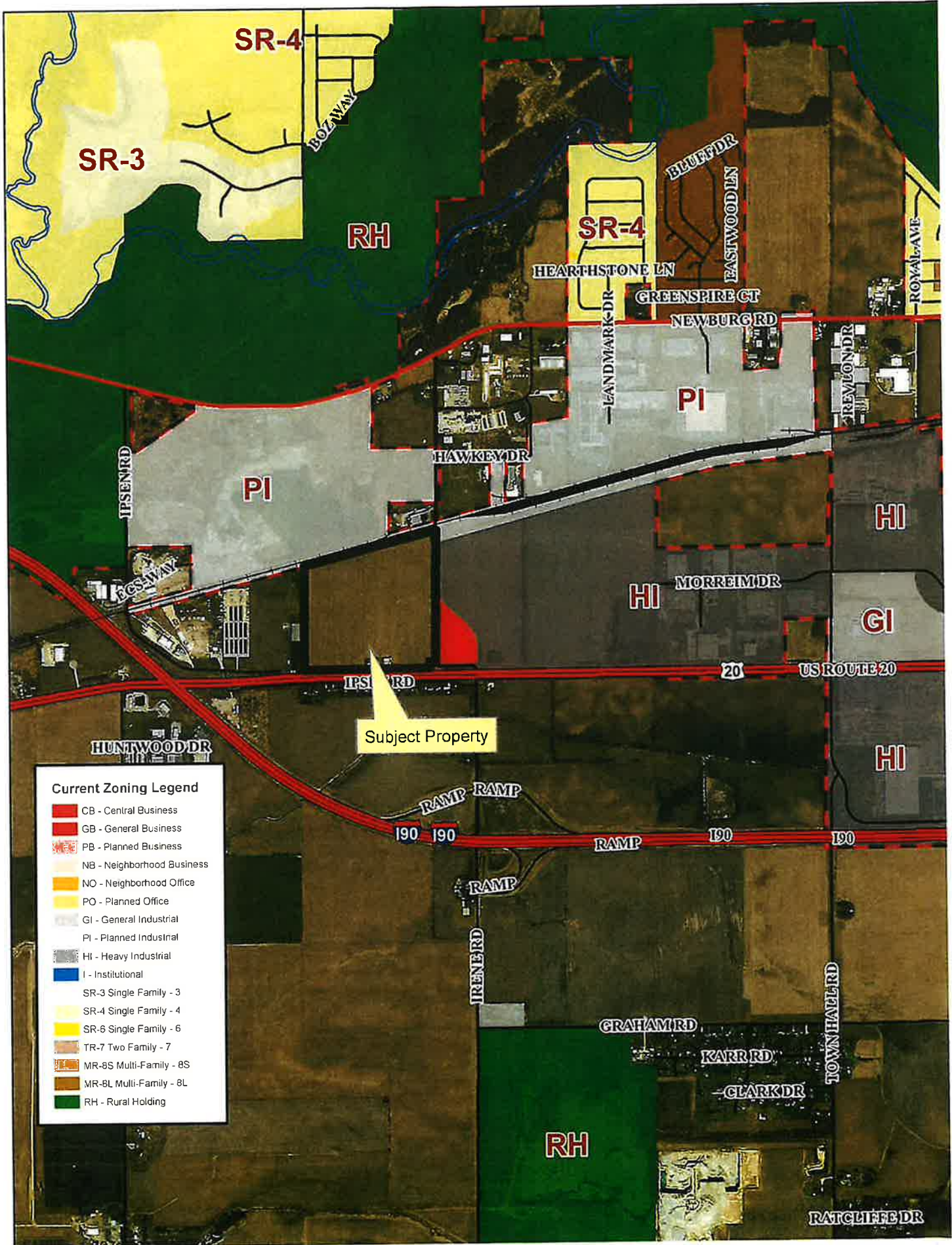
IRENE RD

RAMP

RAMP

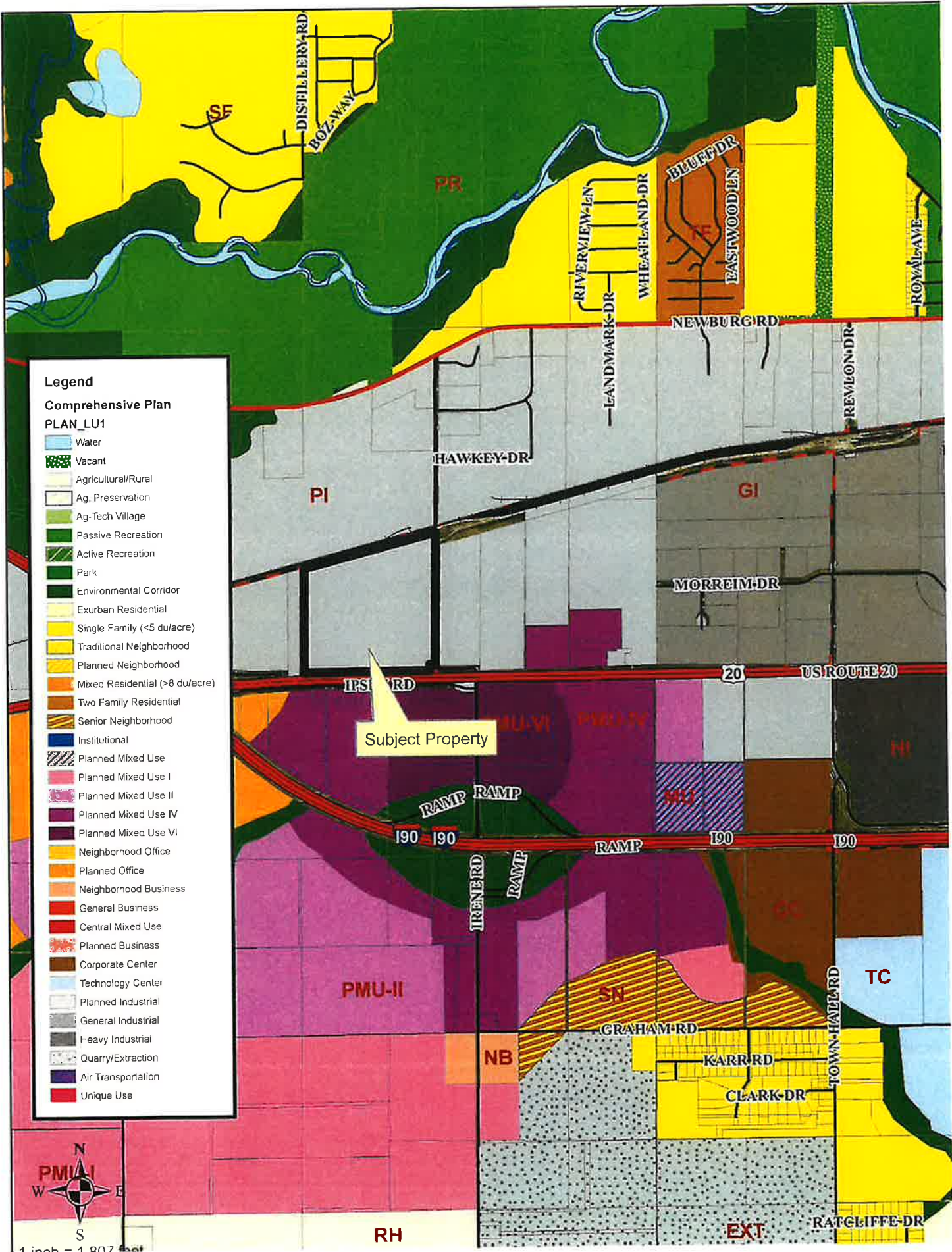


1 inch = 542 feet



Current Zoning Legend

■	CB - Central Business
■	GB - General Business
■	PB - Planned Business
■	NB - Neighborhood Business
■	NO - Neighborhood Office
■	PO - Planned Office
■	GI - General Industrial
■	PI - Planned Industrial
■	HI - Heavy Industrial
■	I - Institutional
■	SR-3 Single Family - 3
■	SR-4 Single Family - 4
■	SR-6 Single Family - 6
■	TR-7 Two Family - 7
■	MR-8S Multi-Family - 8S
■	MR-8L Multi-Family - 8L
■	RH - Rural Holding



- Legend**
- Comprehensive Plan**
PLAN_LU1
- Water
 - Vacant
 - Agricultural/Rural
 - Ag. Preservation
 - Ag-Tech Village
 - Passive Recreation
 - Active Recreation
 - Park
 - Environmental Corridor
 - Exurban Residential
 - Single Family (<5 du/acre)
 - Traditional Neighborhood
 - Planned Neighborhood
 - Mixed Residential (>8 du/acre)
 - Two Family Residential
 - Senior Neighborhood
 - Institutional
 - Planned Mixed Use
 - Planned Mixed Use I
 - Planned Mixed Use II
 - Planned Mixed Use IV
 - Planned Mixed Use VI
 - Neighborhood Office
 - Planned Office
 - Neighborhood Business
 - General Business
 - Central Mixed Use
 - Planned Business
 - Corporate Center
 - Technology Center
 - Planned Industrial
 - General Industrial
 - Heavy Industrial
 - Quarry/Extraction
 - Air Transportation
 - Unique Use



Subject Property

RAMP RAMP
I90 I90
IRENE RD RAMP

PI

HAWKEY-DR

GI

MORREIM-DR

IPS RD

20

US ROUTE 20

I90

I90

RAMP

I90

I90

PMU-II

NB

GRAHAM RD

KARR RD

CLARK DR

TOWN-HALL RD

TC

RH

EXT

RATCLIFFE-DR

SE

DISTILLERY RD
BOZ-WAY

PR

RIVERVIEW-LN
WHEATLAND-DR

BLUFF DR
EASTWOOD LN

NEWBURG RD

ROYAL AVE

REVLON DR



Public Health
Prevent. Promote. Protect.

Boone County Health Department

1204 Logan Avenue, Belvidere, Illinois 61008
Main Office 815.544.2951 Clinic 815.544.9730 Fax 815.544.2050
www.boonehealth.org

The mission of the Boone County Health Department is to serve our community by preventing the spread of disease, promoting equitable wellness & protecting the public's health.

August 17, 2023

City of Belvidere
Community Development
Gina DelRose
401 Whitney Blvd Suite 300
Belvidere, IL 61008

Email: GDelRose@BelvidereIL.gov

Re: Case: 2023-17: Alliance Development Corp. Rural Holding to Heavy Industrial, 1868 US Route 20

Dear City of Belvidere,

We are in receipt of a map amendment (rezoning) on approximately 86 acres commonly known as 1686 US Route 20, Belvidere, IL 61008 from RH, Rural Holding District (pending annexation) to HI, Heavy Industrial District pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. PIN: 05-32-400-007

The applicant would need to complete and submit a plan review for the well and/or septic, to the Boone County Health Department. This review will ensure plan meets well and/or septic setbacks. There is a \$95.00 fee for the plan review. When it is approved, the approval will be submitted to the City of Belvidere Community Development Department

If prepared or temperature-controlled foods are served, prior to operation of the establishment a to-scale plan and a food application must be submitted to the Boone County Health Department for review. The plan review fee would be determined when menu information is submitted. Below is the county code explaining this further.

Sec. 30-35. Submission and review of plans; permits.

- (a) *Generally*, whenever a food service establishment or retail food store is constructed or extensively remodeled and whenever an existing structure is converted to use as a food service establishment, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling, or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, construction materials of work areas, and the type and model of proposed fixed equipment and facilities.
- (b) *Permit required*. Any business or organization desiring to operate as a food service establishment or retail food establishment must have a current food service permit.

- (c) *Plans, inspection and approval.* Before issuing a food service permit to a new
- (d) establishment, plans must be submitted to and approved by the health authority. Plans submitted for review must be accompanied by the appropriate plan review fee as listed in section 38-31.

RE: Case: 2023-17: Alliance Development Corp. Rural Holding to Heavy Industrial, 1868 US Route 20

Date: August 17, 2023

Page: 2 of 3

Food establishment classifications. All food service establishments or retail food establishments shall be categorized according to their type of operation, size of operation, and risk category of the food prepared and/or served and shall obtain a permit for the class of operation as hereinafter defined. The listing of various types of operation is not intended to be all inclusive, but typical and not limited to those mentioned. If a food establishment is not specifically listed, it shall be classified according to the class to which it most closely resembles.

- (1) *Category I High Risk Facility:* is a food establishment that presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks and/or type of population served by the facility. The following criteria shall be used to classify facilities as Category I High Risk facilities:
 - a. whenever cooling of potentially hazardous foods occurs as part of the food handling operations at the facility;
 - b. when potentially hazardous foods are prepared hot or cold and held hot or cold for more than 12 hours before serving;
 - c. if potentially hazardous foods which have been previously cooked and cooled must be reheated;
 - d. when potentially hazardous foods are prepared for off-premises service for which time-temperature requirements during transportation, holding and service are relevant;
 - e. whenever complex preparation of foods, or extensive handling of raw ingredients with hand contact for ready to eat foods, occurs as a part of the food handling operations at the facility;
 - f. if vacuum packaging and/or other forms of reduced oxygen packaging are performed at the retail level; or
 - g. whenever serving immunocompromised individuals, where these individuals compromise the majority of the consuming population.
- (2) *Category I High Risk Multi-Department Facility:* is a food establishment that presents a high relative risk of causing foodborne illness based on the large number of food handling operations typically implicated in foodborne outbreaks. These facilities have the same criteria as Category I High Risk facilities, and have 3 or more departments within their facilities which need inspection including but not limited to main grocery, bakery, deli, meat and seafood departments.

RE: Case: 2023-17: Alliance Development Corp. Rural Holding to Heavy Industrial, 1868 US Route 20

Date: August 17, 2023

Page: 3 of 3

(3) *Category II Medium Risk Facility*: is a food establishment that presents a medium risk of causing foodborne illness based upon a few food handling operations typically implicated in foodborne illness outbreaks. The following criteria shall be used to classify facilities as Category II Medium Risk facilities:

- a. if hot or cold foods are not maintained at that temperature for more than 12 hours and are restricted to same day service;
- b. if preparing foods for service from raw ingredients uses only minimal assembly; and
- c. foods served at an establishment that require complex preparation (whether canned, frozen, or fresh prepared) are obtained from an approved food processing plant, (high risk) food service establishments or retail food stores.

(4) *Category III Low Risk Facility*: is a food establishment that presents a low relative risk of causing foodborne illness based on few or no food handling operations typically implicated in foodborne illness outbreaks. The following criteria shall be used to classify facilities as Category III Low Risk facilities:

- a. only prepackaged foods are available or served in the facility, and any potentially hazardous foods available are commercially pre-packaged in an approved food processing plant;
- b. only limited preparation of non-potentially hazardous foods and beverages, such as snack foods and carbonated beverages occurs at the facility; or
- c. only beverages (alcoholic and non-alcoholic) are served at the facility.

If you have any questions or concerns, please contact us at (815) 544-2951 ext. 2 or at info@boonehealth.org.

Sincerely,



Alisen O'Hearn, LEHP/REHS
Environmental Center Supervisor
Boone County Health Department

AT

Opinion of the Boone County SWCD Board

Alliance Development Corp. (Michel Pokel) has submitted a request for a Natural Resource Information Report as part of an application for a zoning change from Rural Holding to Heavy Industrial. This parcel involves approximately 85.57 acres, located in section 32 of township 44N in range 3E. The parcel identification numbers are 05-32-400-007.

The Boone County Soil & Water Conservation District Board has a

- Favorable
- Unfavorable
- Other: _____

opinion of the proposed land use change. The Board concerns are stated below. More detailed information is presented throughout the various sections of this document.

Signature of Board Chairman:

Michael A. Frank on 9-6-2023

Board Concerns:

The board has an unfavorable opinion due to the permanent displacement of prime farmland that is necessary for the implementation of this project. Please see additional recommendations in the Boone County SWCD comments section of this report.

EXECUTIVE SUMMARY NRI REPORT #1734

The Boone County Soil and Water Conservation District (SWCD) has completed this Natural Resource Information (NRI) Report #1734 in response to a request for a zoning change from Rural Holding to Heavy Industrial. The project involves approximately 85.57 acres, located at PIN: 05-32-400-007. The site is located in Belvidere Township of Boone Co., State of Illinois.

The surrounding land use is agricultural and industrial.

The purpose of the Natural Resources Information Report is to serve as a tool for determining appropriate land uses and the effect of particular land uses on the integrity of the natural resources present on or in the vicinity of the parcel.

According to the USDA Natural Resources Conservation Service Boone County Soil Survey, the site has the following soils:

Soil Type	Name	# of Acres	% of Total Acres	Land Evaluation
379A	Dakota loam, 0 to 2 percent slopes	83.6	100%	82

Land Evaluation - Land Evaluation encompasses information regarding soils found on the site and their suitability for agricultural purposes. For purposes of the Land Evaluation portion of the LESA system, each soil is assigned a relative value number from 0 to 100, a 0 being the worst for crop production, 100 the best.

Land Evaluation Score: 82

Farmland Classification: Prime agricultural soils are an important resource to Winnebago County. Some of the most productive soils in the United States occur locally. Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops.

- All areas are prime farmland: 100.0%

Hydric Soils: Hydric soils by definition have seasonal high water at or near the soil surface and/or have potential flooding or ponding problems. All hydric soils range from poorly suited to unsuitable for building.

- Not Hydric: 100.0%

Erosion and Sediment Control: Erosion is the wearing away of the soil by water, wind, and other forces. Soil erosion threatens the Nation's soil productivity and contributes the most pollutants in our waterways. Water causes about two thirds of erosion on agricultural land. Four properties, mainly, determine a soil's erodibility: Texture, Slope, Structure and Organic Matter Content.

- Slight: 100.0%

Shallow Excavation: Shallow excavations are trenches or holes dug to a maximum depth of 5 or 6 feet for graves, utility lines, open ditches, or other purposes. The ratings are based on the soil properties that influence the ease of digging and the resistance to sloughing. Depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, the amount of large stones, and dense layers influence the ease of digging, filling, and compacting. Depth to the seasonal high water table, flooding, and ponding may restrict the period when excavations can be made. Slope influences the ease of using machinery. Soil texture, depth to the water table, and linear extensibility (shrink-swell potential) influence the resistance to sloughing.

- Somewhat Limited: 100.0%

Soil Features:

Depth to Any Soil Restrictive Layer: A restrictive layer is a nearly continuous layer that has one or more physical, chemical, or thermal properties that significantly impedes the movement of water and air through the soil or that restricts roots or otherwise provides an unfavorable root environment.

- >200 cm: 100%

Frost Action: Potential for frost action is the likelihood of upward or lateral expansion of the soil caused by the formation of segregated ice lenses (frost heave) and the subsequent collapse of the soil and loss of strength on thawing. Frost action occurs when moisture moves into the freezing zone of the soil. Temperature, texture, density, saturated hydraulic conductivity (Ksat), content of organic matter, and depth to the water table are the most important factors considered in evaluating the potential for frost action. It is assumed that the soil is not insulated by vegetation or snow and is not artificially drained. Frost heave and low soil strength during thawing cause damage to pavements and other rigid structures. The potential of frost action is expressed as low, moderate, or high.

- Moderate: 100.0%

Risk of Corrosion - Steel: Risk of corrosion pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens uncoated steel. The rate of corrosion of uncoated steel is related to such factors as soil moisture, particle-size distribution, acidity and electrical conductivity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The steel in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the steel in installations that are entirely within one kind of soil or within one soil layer. The risk of corrosion is expressed as low, moderate, or high.

- High: 100.0%

Risk of Corrosion – Concrete: Risk of corrosion pertains to potential soil-induced electrochemical or chemical action that corrodes or weakens concrete. The rate of corrosion of concrete is based mainly on the sulfate and sodium content, texture, moisture content, and acidity of the soil. Special site examination and design may be needed if the combination of factors results in a severe hazard of corrosion. The concrete in installations that intersect soil boundaries or soil layers is more susceptible to corrosion than the concrete in installations that are entirely within one kind of soil or within one soil layer. . The risk of corrosion is expressed as low, moderate, or high.

- Low: 100.0%

Soil Susceptibility to Compaction: Soils are rated based on their susceptibility to compaction from the operation of ground-based equipment for planting, harvesting, and site preparation activities when soils are moist. Soil compaction is the process in which soil particles are pressed together more closely than in the original state. Typically, the soil must be moist to be compacted because the mineral grains must slide together. Compaction reduces the abundance mostly of large pores in the soil by damaging the structure of the soil. Compaction also increases the soil strength which can limit root penetration and growth. The ability of soil to hold water is adversely affected by compaction since the large pores hold water. The degree of compaction of a soil is measured by its bulk density, which is the mass per unit volume, generally expressed in grams per cubic centimeter.

Interpretation ratings are based on soil properties in the upper 12 inches of the profile. Factors considered are soil texture, soil organic matter content, soil structure, rock fragment content, and the existing bulk density. Definitions of the ratings: Low - The potential for compaction is insignificant. This soil is able to support standard equipment with minimal compaction. Medium - The potential for compaction is significant. High - The potential for compaction is significant.

- Low: 100.0%

Local Roads and Streets: Local roads and streets have an all-weather surface and carry automobile and light truck traffic all year. They have a subgrade of cut or fill soil material; a base of gravel, crushed rock, or soil material stabilized by lime or cement; and a surface of flexible material (asphalt), rigid material (concrete), or gravel with a binder. The ratings are based on the soil properties that affect the ease of excavation and grading and the traffic-supporting capacity. The properties that affect the ease of excavation and grading are depth to bedrock or a cemented pan, hardness of bedrock or a cemented pan, depth to a water table, ponding, flooding, the amount of large stones, and slope. The properties that affect the traffic-supporting capacity are soil strength (as inferred from the AASHTO group index number), subsidence, linear extensibility (shrink-swell potential), the potential for frost action, depth to a water table, and ponding. Rating class terms indicate the extent to which the soils are limited by all of the soil features that affect the specified use. "Not limited" indicates that the soil has features that are very favorable for the specified use. "Somewhat limited" indicates that the soil has features that are moderately favorable for the specified use. "Very limited" indicates that the soil has one or more features that are unfavorable for the specified use.

- Somewhat Limited: 100.0%

Erosion Hazard – Road/Trail: The ratings in this interpretation indicate the hazard of soil loss from unsurfaced roads and trails. The ratings are based on soil erosion factor K, slope, and content of rock fragments. The ratings are both verbal and numerical. The hazard is described as "slight," "moderate," or "severe." A rating of "slight" indicates that little or no erosion is likely; "moderate" indicates that some erosion is likely, that the roads or trails may require occasional maintenance, and that simple erosion-control measures are needed; and "severe" indicates that significant erosion is expected, that the roads or trails require frequent maintenance, and that costly erosion-control measures are needed.

- Slight: 100.0%

Water Features:

Hydrologic Soil Group: Based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms. The soils are assigned to four groups (A, B, C and D). Group A soils have high infiltration rates. Group B soils have a moderate infiltration rate when thoroughly wet. Group C soils have a slow infiltration rate when thoroughly wet. Group D soils have a very slow infiltration rate (high runoff potential) when thoroughly wet. If a soil is assigned to a dual hydrologic group (A/D B/D or C/D) the first letter is for drained areas and the second is for undrained ar

- B: 100.0%

Depth to Water Table- a saturated zone in the soil. It occurs during specified months. Estimates of the upper limit are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

- >200 cm: 100.0%

Ponding- Ponding is standing water in a closed depression. The water is removed only by deep percolation, transpiration, or evaporation or by a combination of these processes. Ponding frequency classes are based on the number of times that ponding occurs over a given period. Frequency is expressed as none, rare, occasional, and frequent.

- None: 100.0%

Flooding- the temporary inundation of an area caused by overflowing streams or by runoff from adjacent slopes

- None: 100.0%

Drainage Class: The frequency and duration of wet periods under conditions similar to those under which the soil formed. Seven classes of natural soil drainage are recognized-excessively drained, somewhat excessively drained, well drained, moderately well drained, somewhat poorly drained, poorly drained, and very poorly drained.

- Well Drained: 100.0%

Watershed Impacts: The PIQ is located in the Kishwaukee River Watershed. The PIQ is in the upper end of each watershed, and do not have any off-site contributory flow going through the area. Increased stormwater runoff from the site, and soil that erodes from the site, can degrade the water quality of the watershed and the downstream environment.

Biological Resources: The IL Department of Natural Resources Natural Resources Awareness Tool for applicators and other GIS maps in the office indicate twenty sensitive resources in the vicinity of the project. For a more detailed investigation, an EcoCAT Informational Request or Local Government Consultation Request report should be done.

Floodplain Review: FEMA's National Flood Hazard Layer shows there are no floodplains within the boundary of the proposed project area.

National Wetlands Inventory: According to the US Fish and Wildlife Service National Wetlands Inventory, there are no mapped wetlands within proposed project area.

Cultural Resource Review: There does not appear to have been a structure on the PIN number on based on the Plats of 1886 and 1905.

Geologic Information: This site has the Galena Group bedrock formation, which is predicted to be within 200-300 feet below the land surface.

Boone County SWCD Comments NRI REPORT #1734

Erosion Concerns

The proposed land use of this site is heavy industrial. It is currently cropland. Soil disturbance will occur as a result of developing the site, which is moderately sloping and susceptible to erosion. The area of disturbance will be greater than one acre, so an IEPA NPDES permit will be required; as well as any City/County Permit requirements.

Soil disturbance can create soil erosion which must be properly managed to prevent adverse environmental impacts. Erosion from construction sites is a leading cause of water quality problems in Illinois. Problems caused by this sediment include:

- Increased flooding – Sediment build-up lowers the flow capacity of channels causing more frequent flooding in areas that rarely or never flooded before
- Financial burden to taxpayers - Sediment that finds its way into streets, storm sewers, and ditches result in additional maintenance costs for local, state and federal governments
- Water quality impairment - Sediment laden runoff transfers nutrients and other pollutants to downstream lakes and rivers degrading aquatic habitats and increasing costs for water treatment.

Simple but effective controls include preserving existing trees and grass where possible, using silt fence to trap sediment on the down slope sides of the area of disturbance, using a gravel drive used by all vehicles to limit tracking of mud onto streets, cleaning up sediment carried off-site by vehicles or storms, installing curb inlet controls, using downspout extenders to prevent roof runoff from eroding exposed soil, locating soil piles away from any roads or waterways, and reseeding or sodding the site as soon as possible. The materials (silt fence, stakes, gravel entrance, inlet controls, and grass seed) are easy to find and relatively inexpensive.

The Illinois Urban Manual is a resource of practices used throughout the State and can be accessed at <http://www.aiswcd.org/iium/>. The concept of these practices can be carried over to good housekeeping measures after development occurs and buildings are occupied to prevent stormwater runoff from becoming contaminated.

Soil Compaction

Soil compaction occurs when soil particles are pressed together, reducing the pore space between them. This increases the weight of solids per unit volume of soil (bulk density). Soil compaction occurs in response to pressure (weight per unit area) exerted by field machinery or animals. Other factors affecting compaction include the composition (texture, organic matter, plus clay content and type), soil water content and the number of passes by equipment. The risk for compaction is greatest when soils are wet. A dry soil is much more resistant to compaction than a moist or wet soil.

Compaction restricts rooting depth, which reduces the uptake of water and nutrients by plants. It decreases pore size, increases the proportion of water-filled pore space at field

moisture, and decreases soil temperature. This affects the activity of soil organisms by decreasing the rate of decomposition of soil organic matter and subsequent release of nutrients. Compaction decreases infiltration and thus increases runoff and the hazard of water erosion.

Sandy loam, loam, and sandy clay loam soils compact more easily than silt, silt loam, silty clay loam, silty clay, or clay soils. Compaction may extend to 20 inches. Deep compaction affects smaller areas than shallow compaction, but it persists because shrinking and swelling and freezing and thawing affect it less.

The persistence of soil compaction is determined by the depth at which it occurs, the shrink-swell potential of the soil, and the climate. As the depth increases, the more persistent the condition. The type and percentage of clay determine the shrink-swell potential. The greater the shrink-swell potential and number of wet/dry cycles, the lower is the duration of compaction at a particular depth. Freeze/thaw cycles also help decrease near surface compaction.

Soil organic matter promotes aggregation of soil particles. This increases porosity and reduces bulk density (i.e., compaction). It also increases permeability and may increase plant available water. Addition of manure, compost, or other organic materials including newspaper, and woodchips, can improve soil structure, helping to resist compaction. Compaction can be reduced by reducing the number of trips across an area, working with or on the soils when dry, reducing pressure of equipment, and maintaining organic matter in the soil.

Stormwater Runoff

Developments have both direct and indirect impacts on water bodies and other valuable natural features. These impacts occur both during construction and after the development is complete. Some impacts result from the direct modification or destruction of streams, lakes, and wetlands. Other impacts occur primarily offsite due to changes in the quality and quantity of runoff from the development.

Stormwater runoff is generated from impervious surfaces, particularly roadways and parking lots. Most modern developments route runoff from impervious surfaces directly into storm sewers or paved channels which effectively convey the pollutants, without any opportunity for infiltration or filtering, into receiving water bodies. These pollutants include dirt, pesticides, fertilizers, road salt, oil, detergents and gasoline that can harm fish and wildlife populations, kill native vegetation, foul drinking water supplies, and make recreational areas unsafe and unpleasant.

Stormwater retention/detention should be required as part of the development of the parcel. Consider incorporating water quality BMP's in the landscape and design. These practices can also be accessed in the Illinois Urban Manual.

Surface and Groundwater Contamination from Heavy Equipment and Vehicle Traffic

There will be several vehicles moving on and stored on the site. Most of these vehicles are heavy duty pieces of equipment, with high capacity fuel tanks and large hydraulic oil reservoirs. Due to bedrock being at or near the soil surface, absorbents should be readily available in the event of a spill or leak to promptly contain hazards that would otherwise be environmentally harmful to groundwater recharge areas. Personnel should be properly trained to contain and clean up any spills. They should periodically check for indications of leaks or spills under or around vehicles and fix issues to prevent further contamination.

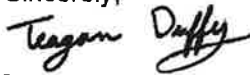
Properly label, store and dispose of all fluids and other hazardous chemicals to avoid environmental contamination. Keep storage containers off the ground to avoid stormwater contamination. Any fuel storage areas should be properly located away from high traffic areas; and have secondary containment.

Prevent stormwater from washing contaminants off the site in the event of a storm. Contaminants on impermeable surfaces (concrete, asphalt, rooftops, etc.) will wash off with rain and will eventually make its way into drainage ways which go directly to natural surface water areas (ditch, creek, river, etc.) without treatment. Avoid washing impermeable surfaces off with a hose, but rather use a broom and dispose of waste versus having contaminants wash off the site.

****Any acreage discrepancies are due to the acres included with Right of Ways****

Thank you for taking the SWCD's concerns under consideration. If you have any questions or comments about this report or its findings, please contact the Boone County Soil and Water Conservation District at (815) 544-3465 ext. 3

Sincerely,



Teagan Duffy
Resource Conservationist

CITY OF BELVIDERE
COUNCIL RESOLUTION OF SUPPORT

Resolution No. _____

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

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

NOW, THEREFORE, BE IT RESOLVED as follows:

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

Passed this 18th day of September, 2023

ATTEST: _____
City Clerk

Mayor