

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

October 2, 2023

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

(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 18, 2023; as presented.

(5) Public Hearing: Annexation Agreement relating to real property generally located west of Irene Road, North of U.S. Route 20 and South of the Union Pacific Railroad.

(6) Special Messages and Proclamations:

(A) Proclamation for Domestic Violence Awareness Month.

(B) Sister Cities Association of Belvidere receives 2023 IL Sister City of the Year Award.

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Approval of Minutes of Committee of the Whole – Public Safety, Finance & Personnel of September 25, 2023; as presented.

(9) Unfinished Business:

(A) Ord. #639H – 2nd Reading: An Ordinance Revising the FY 2024 Budget Adopted by Ordinance #622H.

(B) Ord. #640H – 2nd Reading: An Ordinance Authorizing the Execution of an Annexation Agreement Between the City of Belvidere and Midwest Refrigerated Services, Inc. and Alliance Development Corp.

(C) Ord. #641H – 2nd 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 – 2nd 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 – 2nd Reading: An Ordinance Authorizing the Sale of Certain Personal Property (City Vehicles).
- (F) Ord. #644H – 2nd 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 – 2nd Reading: An Ordinance Granting A Zoning District Change From RH, Rural Holding District to HI, Heavy Industrial District (1686 US Route 20).

(10) New Business:

- (A) Ord. #646H – 1st Reading: An Ordinance Authorizing the City of Belvidere Fire & Police Commission to Adopt New Rules Creating a Continuous Eligibility Register for Police Officer Candidates and other Pre-Hiring Rules.
- (B) Ord. #647H – 1st Reading: An Ordinance Authorizing the Sale of Certain Personal Property (2002 American LaFrance Fire Engine).
- (C) Ord. #648H – 1st Reading: An Ordinance Amending Section 74-215 of the City of Belvidere Municipal Code Relating to Outdoor Burning.
- (D) Res. #2023 – A Resolution Authorizing the Execution of An Amendment to An Intergovernmental Agreement with Boone County for the Provision of a Community Law Enforcement Officer Pursuant to the COSSAP Grant.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of September 25, 2023.

Motions of Public Safety – Chairman Matthew Fleury:

- (A) Motion to approve the street closure request from the Belvidere Fire Department for State Street at the north end of the bridge to Leonard Ct. on Sunday, October 8th, from 12:15p.m. to 4:15p.m. for the annual Fire Department Open House.
- (B) Motion to approve the street closure request from the Belvidere Area Chamber of Commerce for State Street from Lincoln Avenue to 1st Street, as well as Logan Avenue between State and Main Street and 1st Street from State to Garfield Avenue on Friday, December 1, 2023, between 3:00p.m. and 10:00p.m. for Hometown Christmas.

Motions of Finance & Personnel – Chairman Wendy Frank:

(C) Motion to consent to the appointment of Steve Pierce to the IDA Public Library Board of Trustees to fill a current vacancy on the Board which term will expire on July 1, 2025.

(11) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: September 18, 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 D. Snow.

Absent: R. Brereton M. Freeman, N. Mulhall and T. Porter.

Other staff members in attendance:

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

(2) Pledge of Allegiance:
Invocation: Mayor Morris.

(3) Public Comment:

(A) Mayor Morris reported the City of Belvidere's Fall Branch Pickup will begin
October 2, 2023.

(4) Approval of Minutes:

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

Motion by Ald. Albertini, 2nd by Ald. McGee to approve the minutes of the regular
meeting of the Belvidere City Council of September 5, 2023. Aye voice vote carried.
Motion carried.

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

Mayor Morris opened the public hearing at 6:05p.m. for the Community Development
Block Grant (CDBG) Project that was published in the Boone County Journal on August
31, 2023.

Public Works Director Brent Anderson stated the City of Belvidere is applying for an Economic Development Grant under the Community Development Block Grant (CDBG) Program for Direct Assistance to a participating business considering multi-state location options. CDBG funds will be used to equalize the cost factor variations between the sites. The tentative address of the industrial parcel is 1245 Irene Road and the grant request of \$1,000,000 will be used for the construction of on-site improvements including water service, sanitary sewer service, storm water detention/retention facilities, pavement and drainage infrastructure. The \$1,000,000 in grant funds will be leveraged by \$1,276,976.50 in Midwest Refrigerated Services, Inc. equity. The first phase of this potential development will construct a 300,000 to 350,000 square foot cold storage warehouse. Total estimated project investment in the first two years of this project is \$45,000,000 with an estimated 50 full-time jobs being created. Of the 50 full-time jobs, a minimum of 26 jobs will be low-to-moderate income persons. The proposed project will benefit the entire Belvidere community through job creation and increased real estate tax revenue. No persons are being displaced as a result of this project.

Mayor Morris asked if anyone present had any comments or questions. Ald. Snow commented that he and several of the Aldermen were contacted by a constituent who was concerned that the money for this project was not going to the whole city but only to the identified project.

Mayor Morris closed the Public Hearing at 6:09p.m.

(6) Special Messages and Proclamations:

(A) Report of Growth Dimensions by Executive Director Pam Lopez-Fettes.

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

Motion by Ald. Albertini, 2nd by Ald. McGee to approve the General & Special Fund Expenditures in the amount of \$5,274,268.36. Roll Call Vote: 6/0 in favor. Ayes: Albertini, Fleury, Frank, Gramkowski, McGee, and Snow. Nays: None. Motion carried.

Motion by Ald. Fleury, 2nd by Ald. Snow to approve the Water & Sewer Fund Expenditures in the amount of \$781,666.68. Ald. Frank commented on Well Repair expenditures. Roll Call Vote: 6/0 in favor. Ayes: Fleury, Frank, Gramkowski, McGee, Snow and Albertini. Nays: None. Motion carried.

(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.

Belvidere City Council
September 18, 2023

- (C) Monthly Report of Community Development Department/Planning Department for August 2023.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial 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.

Let the record show these reports were placed on file.

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

Motion by Ald. Snow, 2nd by Ald. Albertini to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of September 11, 2023. Aye voice vote carried. Motion carried.

(9) Unfinished Business:

- (A) Ord. #637H – 2nd Reading: An Ordinance Amending the Investment Policy of the City of Belvidere, Illinois.

Motion by Ald. Snow, 2nd by Ald. McGee to pass Ord. #637H. Roll Call Vote: 6/0 in favor. Ayes: Frank, Gramkowski, McGee, Snow, Albertini and Fleury. Nays: None. Motion carried.

- (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.

Motion by Ald. Albertini, 2nd by Ald. Frank to pass Ord. #638H. Roll Call Vote: 6/0 in favor. Ayes: Gramkowski, McGee, Snow, Albertini, Fleury and Frank. Nays: None. Motion carried.

(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).

Let the record show that Ordinances #639H, #640H, #641H, #642H, #643H, #644H and #645H were placed on file for first reading.

- (H) Res. #2023-22 – A Resolution for the City of Belvidere to apply to the State of Illinois for a Community Development

Motion by Ald. Snow, 2nd by Ald. Fleury to adopt Res. #2023-22. Roll Call Vote: 6/0 in favor. Ayes: McGee, Snow, Albertini, Fleury, Frank and Gramkowski. Nays: None. Motion carried.

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

- (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. Roll Call Vote: 6/0 in favor. Ayes: Snow, Albertini, Fleury, Frank, Gramkowski and McGee. Nays: None.
- (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. Roll Call Vote: 6/0 in favor. Ayes: Albertini, Fleury, Frank, Gramkowski, McGee and Snow. Nays: None. Motion carried.
- (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. Roll Call Vote: 6/0 in favor. Ayes: Fleury, Frank, Gramkowski, McGee, Snow and Albertini. Nays: None. Motion carried.

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(11) Adjournment:

Motion by Ald. Snow, 2nd by Ald. Frank to adjourn meeting at 6:26p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

COUNTY OF BOONE
STATE OF ILLINOIS

CERTIFICATE OF PUBLICATION

David C. Larson being first duly sworn on his oath deposes and says that the BOONE COUNTY JOURNAL is a secular newspaper of general circulation published in the city of Belvidere, in the County of Boone and State of Illinois and printed elsewhere and that said newspaper has been so published and printed and of general circulation in said city and county for more than one year continuously last past.

Affiant further says that said newspaper is published by The Boone County Journal.

Affiant further says that he is empowered by said company, as proprietor, to make and execute Certificates of Publication as to and concerning notices and publications appearing or published in said newspaper required by law to be published or certified.

Affiant newspaper further says and certifies that the public notice in the matter of the printed copy is attached to this certificate is true and correct copy, was duly published which in ONE issue of said Boone County Journal beginning on September 14, 2023 in conformity to the statute in such case made.



David C. Larson, Publisher
The Boone County Journal

Dated: September 14, 2023

**NOTICE OF PUBLIC HEARING
ON ANNEXATION AGREEMENT
BELVIDERE CITY COUNCIL
BELVIDERE, ILLINOIS**

On, October 2, 2023 at 6:00 P.M., a public hearing will be held by the Mayor and City Council of the City of Belvidere, in the City Council Chambers, 401 Whitney Boulevard, Belvidere, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing an Annexation Agreement relating to real property generally located west of Irene Road, North of U.S. Route 20 and South of the Union Pacific Railroad and legally described as follows:

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 dedeed) 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 dedeed) 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 dedeed); 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 dedeed) 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.

The proposed Annexation Agreement is available for review in the City Clerk's office 401 Whitney Blvd. Belvidere Illinois.
By order of the Corporate Authorities of the City of Belvidere, Boone County, Illinois.
Dated: September 8, 2023 Sarah Turnipseed, City Clerk
Published in *The Boone County Journal* Sept 14, 2023



Proclamation

In the City of Belvidere, in recognition of the important work done by survivors, domestic violence programs and victim service providers, I urge all citizens to actively participate in the scheduled activities and programs sponsored by the Family Violence Coordinating Council and other community organizations to work toward the elimination of all forms of domestic violence.

WHEREAS, across the U.S. and its territories, more than 10 million adults experience domestic violence annually. On a typical day, domestic violence hotlines nationwide receive over 19,000 calls;

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world, and

WHEREAS, domestic violence crosses all socioeconomic lines including but not limited to race, ethnicity, gender, age, education, employment and marital status; and

WHEREAS, in the State of Illinois approximately 3,227 domestic violence victims are served in one day including seeking assistance in emergency shelters, transitional housing, counseling, legal advocacy and support groups; and

WHEREAS, in the year 2022, the Boone County Sheriff's Department and the Belvidere Police Department received approximately 725 calls for domestic related incidents. In addition, over 276 Emergency Orders of Protection were requested in Boone County; and

WHEREAS, the City of Belvidere joins with others across Illinois and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated in Boone County;

NOW, THEREFORE, I, Clinton Morris, Mayor of the City of Belvidere, hereby do proclaim October 2023 as

“Domestic Violence Awareness Month”

Clinton Morris
Mayor of Belvidere

Minutes
Committee of the Whole
Public Safety and Finance and Personnel
September 25, 2023
6:00 p.m.

Date: September 25, 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, S. Gramkowski and N. Mulhall.

Absent: R. Brereton, M. Freeman, M. McGee, 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 Chief Shawn Schadle, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

Public Comment: Mayor Morris reminded City Council of Belvidere Area Chamber of Commerce’s upcoming annual dinner on October 5, 2023.

Mayor Morris reported on the ribbon cutting and grand opening that took place today for Dairy Queen.

Public Forum: None.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

(A) Police Department – Update.

Police Chief Shane Woody presented an update.

(B) Police Department – Fire & Police Commission New Rules.

Motion by Ald. Fleury, 2nd by Ald. Albertini to forward to City Council an Ordinance Authorizing the City of Belvidere Fire and Police Commission to Adopt New Rules Creating a Continuous Eligibility Roster and Other Pre-Hiring Rules as discussed at the Committee of the Whole Meeting of September 25, 2023. Discussion took place concerning proposed rules versus current rules. Aye voice vote carried. Motion carried.

(C) Fire Department – Update.

Fire Chief Shawn Schadle presented an update. Discussion took place.

(D) Fire Department – Closure of State Street Request.

Motion by Ald. Frank, 2nd by Ald. Albertini to approve the street closure request from the Belvidere Fire Department for State Street at the north end of the bridge to Leonard Ct. on Sunday, October 8th, from 12:15p.m. to 4:15p.m. for the annual Fire Department Open House. Aye voice vote carried. Motion carried.

(E) Fire Department – Sale of 2002 American LaFrance.

Motion by Ald. Mulhall, 2nd by Ald. Albertini to authorize the sale of the 2002 American LaFrance by any legal means. Discussion took place on value of fire engine. Aye voice vote carried. Motion carried.

(F) Fire Department – Memorandum of Understanding for Pool/Acquired Structure Training.

Discussion took place concerning insurance issues. No action taken.

(G) Fire Department – Opening Burning.

Motion by Ald. Fleury, 2nd by Ald. Gramkowski to amend Section 74-215(b)(2) and (b)(3) to require that all fires be supervised by an adult, to amend section 74-215(b) to add a new subsection (7) allowing the fire department to extinguish nuisance fires or fires which violate the City Code and amend 74-215(c) to prohibit outdoor burning within twenty-five feet (25') of any structure or ten feet (10') of any lot line and an ABC type fire extinguisher, charged garden hose, or other method of fire control must be readily available. Discussion took place concerning amendment. Aye voice vote carried. Motion carried.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Finance Department – Update.

Budget and Finance Officer Shannon Hansen presented an update.

(B) Amendment – IGA for Community Law Enforcement Officer (CLEO).

Motion by Ald. Fleury, 2nd by Ald. Albertini to approve amending the Intergovernmental Agreement for a Community Law Enforcement Officer between the County of Boone, the City of Belvidere and the Boone County Health Department. Discussion took place concerning grant and expenses. Aye voice vote carried. Motion carried.

5. Other:

(A) Hometown Christmas Event – Street Closure.

Motion by Ald. Frank, 2nd by Ald. Mulhall to approve the street closure request from the Belvidere Area Chamber of Commerce for State Street from Lincoln Avenue to 1st Street, as well as Logan Avenue between State and Main Street and 1st Street from State to Garfield Avenue on Friday, December 1, 2023, between 3:00pm and 10:00pm. For Hometown Christmas. Aye voice vote carried. Motion carried.

(B) Appointment of Steve Pierce to the IDA Public Library Board of Trustees.

Motion by Ald. Frank, 2nd by Ald. Albertini to consent to the appointment of Steve Pierce to the IDA Public Library Board of Trustees to fill a current vacancy on the Board which term will expire on July 1, 2025. Aye voice vote carried. Motion carried.

6. Adjournment:

Motion by Ald. Frank, 2nd by Ald. Albertini to adjourn meeting at 6:51p.m. Aye voice carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk

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, MIDWEST REFRIGERATED SERVICES, INC.
AND ALLIANCE DEVELOPMENT CORP.

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, Alliance Development Corp. 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 an affiliated company of the Current Owner(s) of the Territory and the proposed developer / end user 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). Collectively MRS and Alliance 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

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

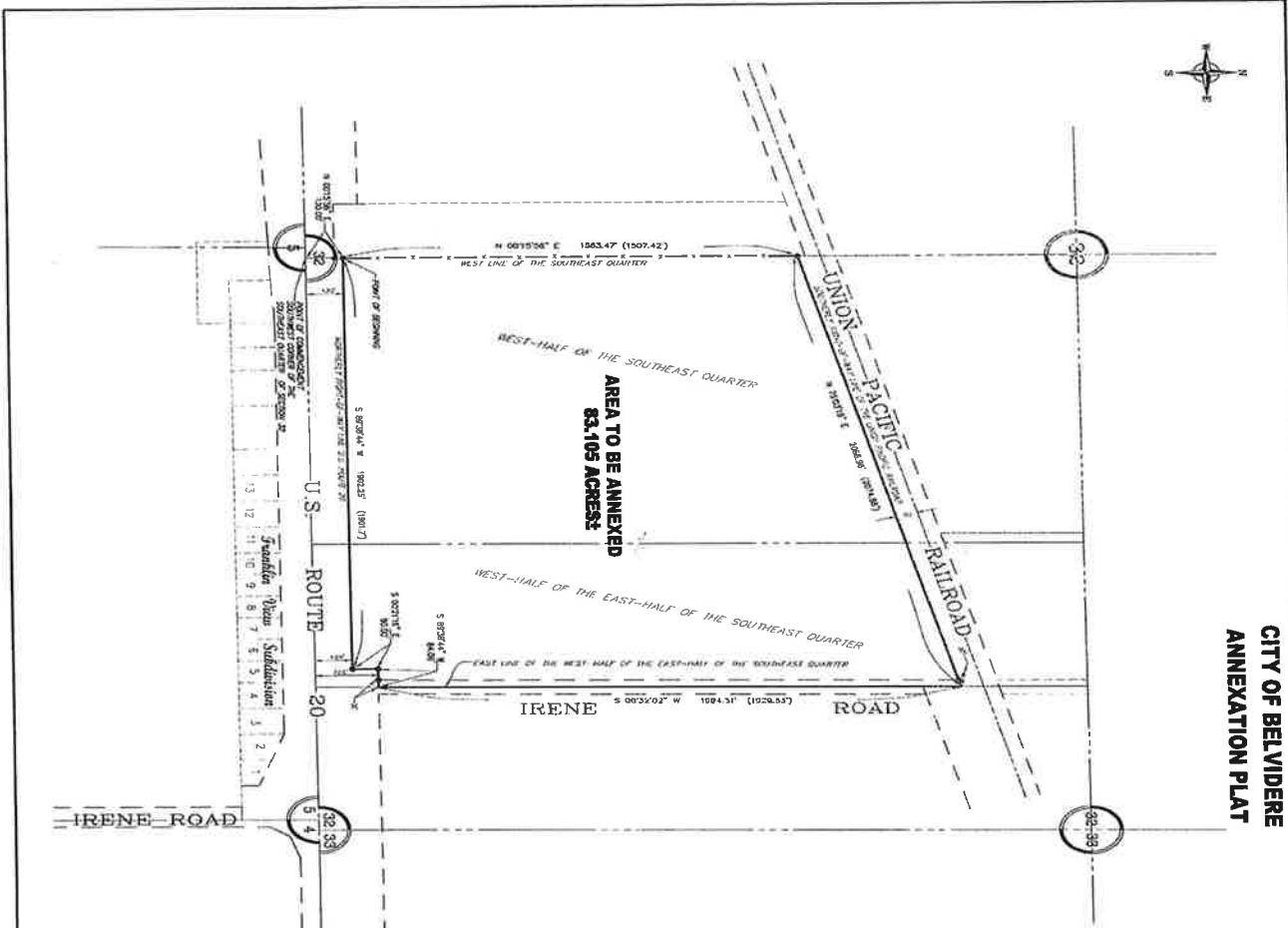
LEGAL DESCRIPTION

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

CITY OF BELVIDERE ANNEXATION PLAT



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 herein are in degrees, minutes and seconds. Bearings are for descriptive purposes and relative only to each other.

OF PROPERTY DESCRIBED AS: Part of the Southeast Quarter (SE 1/4) of Section 12, Township 44 North, Range 2 East of the Third Principal Meridian, Boone County, Illinois, bounded and described as follows: to-wit:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 22; thence North 09 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 1585.47 feet (1585.42 feet doaded) 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 00 minutes 18 seconds East along said Southern Right-of-Way Line, a distance of 2365.96 feet (2374.82 feet doaded) to the East Line of the West-half of the East-half of said Southeast Quarter; thence South 09 degrees 32 minutes 07 seconds West along said East Line, a distance of 1994.31 feet (1929.57 feet doaded) to a point on a public road designated U.S. Route 20; a distance of 424.00 feet thence South 09 degrees 31 minutes 16 seconds East, perpendicular to said U.S. Route 20, thence South 89 degrees 38 minutes 44 seconds West along said U.S. Route 20, thence South 89 degrees 38 minutes 44 seconds West along said U.S. Route 20, a distance of 910.00 feet to a point on the Northern Right-of-Way Line of the Chicago and Northwestern Railroad, containing 81.100 acres, more or less, subject to said land being used for public road purposes and also subject to all easements, agreements, covenants and other encumbrances recorded of record in all books of public records in the County of Boone and the State of Illinois.

Dated this 27th day of August 2023, A.D., at the office of Surveyor, to-wit:

Dale E. Wallace, Illinois Professional Land Surveyor No. 353821



THE ABOVE PROPERTY IS TO BE CONVEYED WITH THE CURRENT ILLINOIS ANNUAL STATEMENTS FOR A RESUBDIVISION SURVEY FIELD WORK COMPLETED ON 11-27-2021

LEGEND

- BOUNDARY OF SURVEY
- BOUNDARY OF ADJACENT PROPERTY
- BOUNDARY OF PUBLIC ROAD
- BOUNDARY OF RAILROAD
- BOUNDARY OF SECTION
- BOUNDARY OF QUARTER
- BOUNDARY OF TOWNSHIP
- BOUNDARY OF RANGE
- BOUNDARY OF COUNTY
- BOUNDARY OF STATE
- BOUNDARY OF FEDERAL LAND
- BOUNDARY OF PRIVATE LAND
- BOUNDARY OF UNDEVELOPED LAND
- BOUNDARY OF OPEN SPACE
- BOUNDARY OF WETLANDS
- BOUNDARY OF OTHER

SURVEY-TECH	
A DIVISION OF C.L.S., INC.	
PROFESSIONAL SURVEYING	
344 W. VAN DYKE ROAD, ROCKFORD, ILLINOIS 61101	
TEL: (815) 998-4444 FAX: (815) 998-4444	
DATE: 8-21-2023	
SCALE: 1" = 400'	
BUSCH	
FR BOOK: 4	BOOK COUNTY
DATE: 08/28/2023	TEL NUMBER: 681

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:

Midwest Refrigerated Services Inc.

By: _____

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

Notary Public

OWNERS:

ALLIANCE DEVELOPMENT CORP.
(Being the owners of the property
and currently fifty one percent of the
electors.)

By: _____

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

Notary Public

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

EXHIBIT L

PLANNED COMMUNITY DEVELOPMENT

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

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

ORDINANCE #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

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:.

EXHIBIT A

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

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: _____

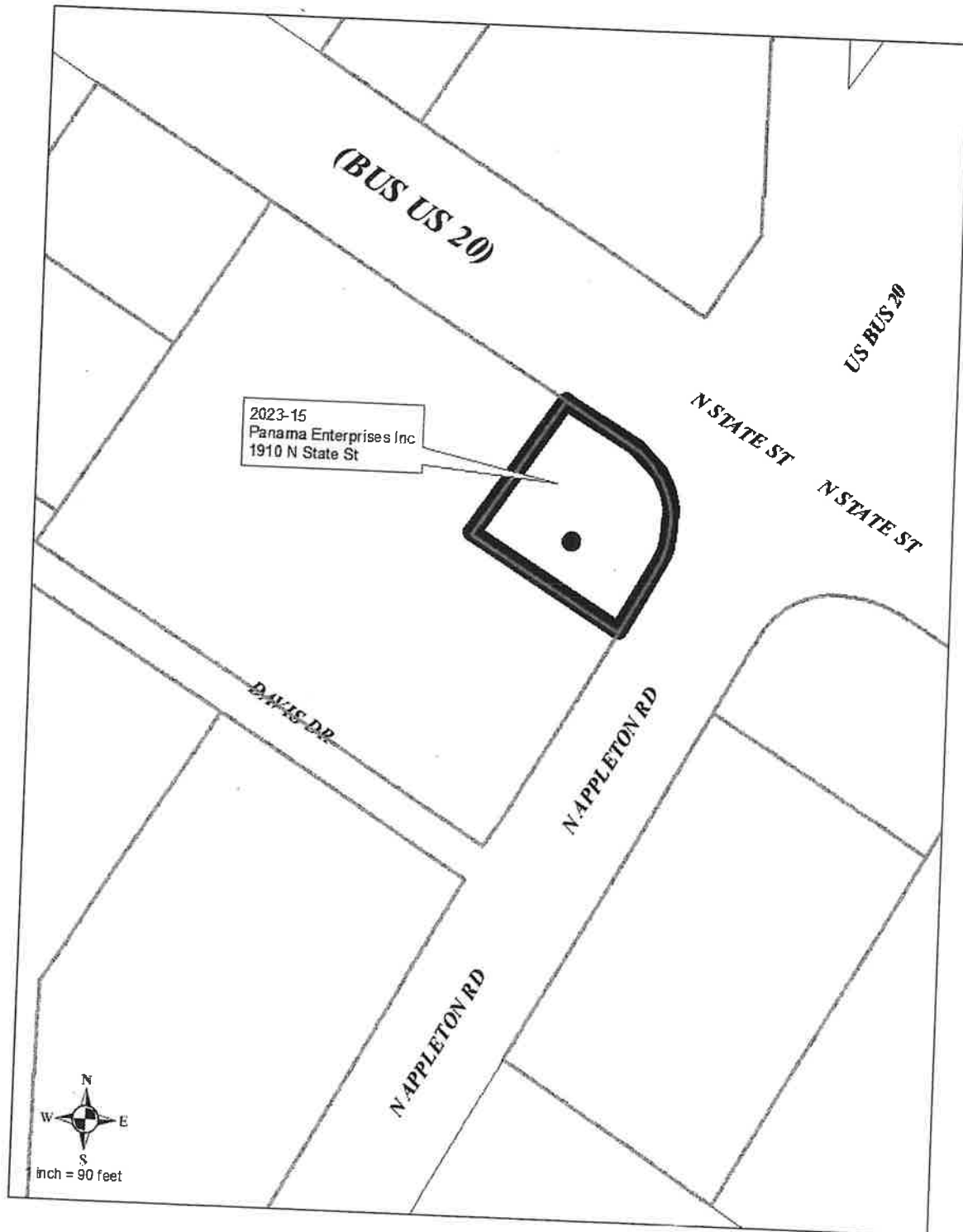
City Council Members Voting Aye: _____

City Council Members Voting Nay: _____

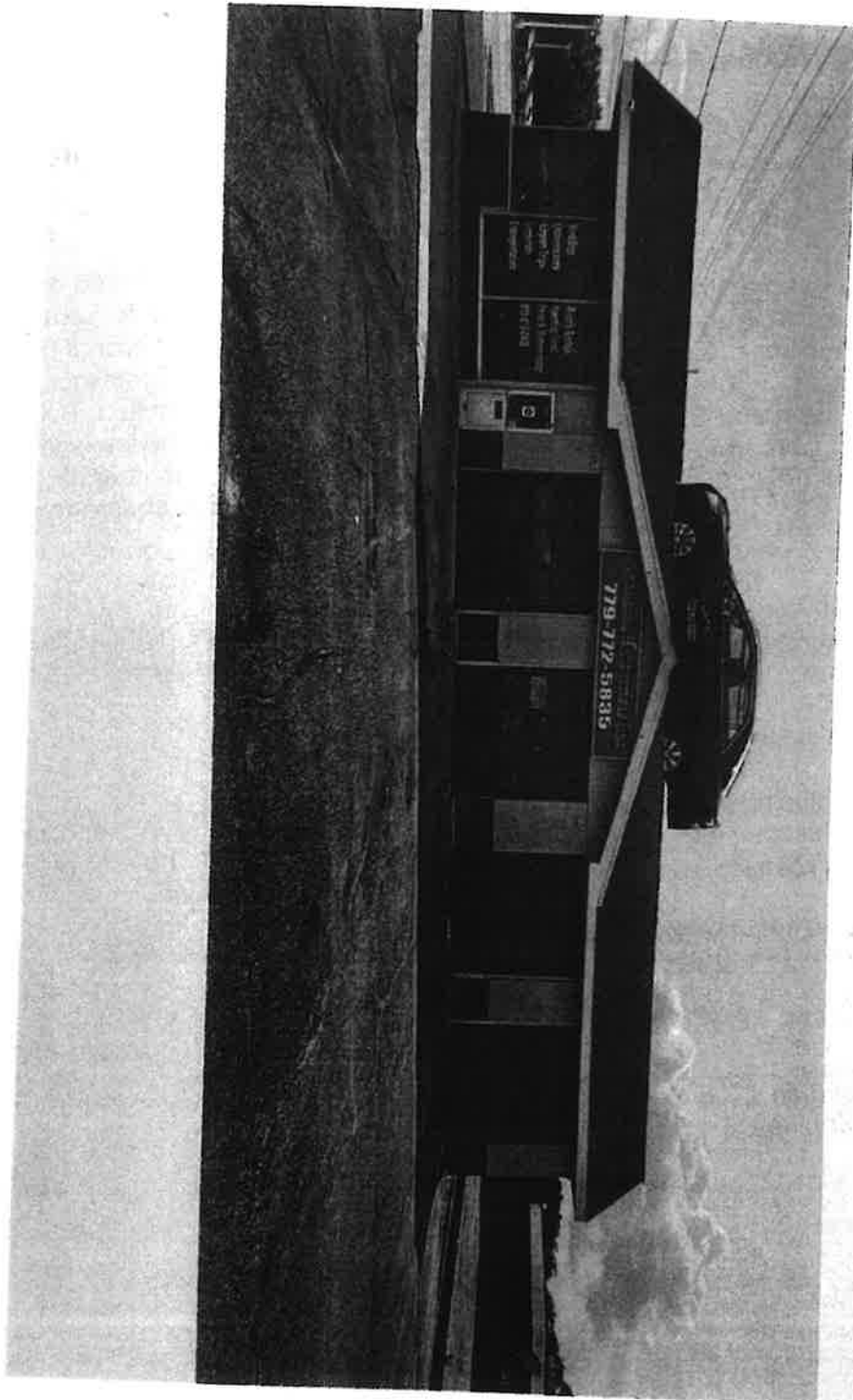
Date Published: _____

Sponsor: _____

ATTACHMENT A



ATTACHMENT B



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: _____

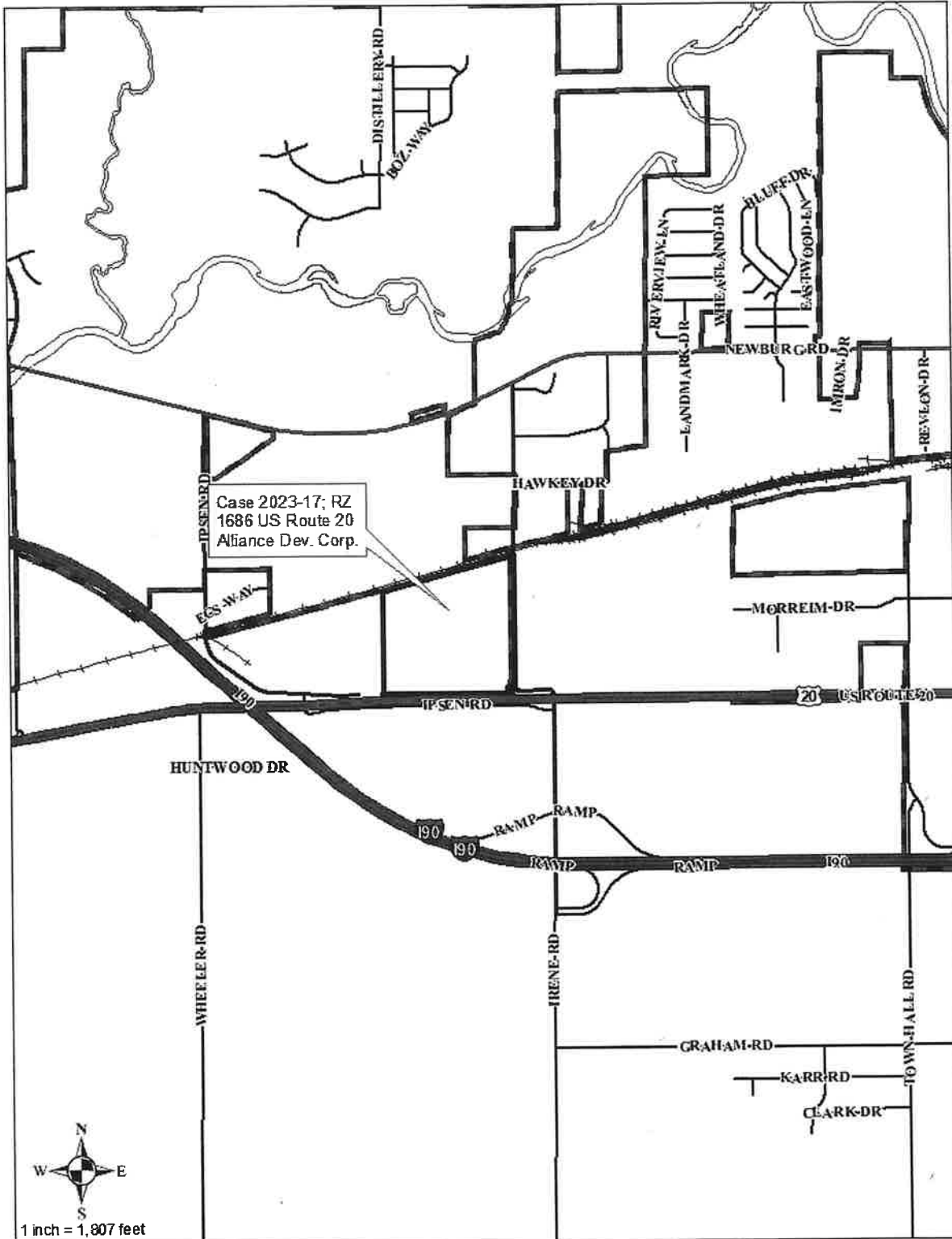
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



ORDINANCE #646H
AN ORDINANCE AUTHORIZING
THE CITY OF BELVIDERE FIRE AND POLICE COMMISSION
TO ADOPT NEW RULES CREATING A CONTINUOUS ELIGIBILITY REGISTER
FOR POLICE OFFICER CANDIDATES AND OTHER PRE-HIRING RULES

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

WHEREAS, the City of Belvidere Fire and Police Commission (F&PC), in accordance with Division 2.1 of Article 10 of the Illinois Municipal Code (the Act), is charged with appointing, disciplining and terminating all members of the City of Belvidere Police Department below the rank of Deputy Chief; and

WHEREAS, the F&PC is empowered by the Act to adopt rules and procedures pertaining to its governance and activities; and

WHEREAS, the Act provides for the creation of an eligibility register of qualified police officer candidates through a public, competitive and open examination process, which lists expire after two (2) years or until they are exhausted; and

WHEREAS, the City of Belvidere and the F&PC have found it increasingly difficult to attract sufficient numbers of qualified candidates to apply for the position of police officer resulting in rapid exhaustion of eligibility registers and needlessly increasing the costs to the City of Belvidere in maintaining a register of eligible police officer candidates; and

WHEREAS, the Corporate Authorities of the City of Belvidere find that creation of a continuous eligibility register by which individuals could be placed upon the register for up to two (2) years and providing for continuous testing potential would decrease the City of Belvidere's costs in maintaining an eligibility register while at the same time expanding the potential base of qualified police officer applicants and maintaining a public, competitive and open examination process; and

WHEREAS, the Corporate Authorities of the City of Belvidere further find that it is in the City's best interest to allow the F&PC to appoint a police officer from among the top three (3) candidates on the continuous eligibility roster as it will protect the interests of candidates who tested earlier in relation to those who test at a later date and will preserve the F&PC's ability to ensure that the candidate they view as the most qualified is appointed as a police officer.

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

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

SECTION 2: Notwithstanding anything to the contrary in the Act, or in any other statute of the State of Illinois, the F&PC is hereby empowered to adopt rules and procedures that it deems expedient:

a) Allowing for the creation of a continuous eligibility register for police officer candidates using a public, competitive and open examination process, by which a qualified candidate who successfully completes a written examination and a prescreening interview will be placed upon the eligibility register for a period not to exceed two (2) years.

b) Allowing the F&PC or its agents to charge and collect a reasonable fee from applicants.

c) The F&PC is authorized to adjust the time to claim preference points, provided for under the Act or the F&PC, to facilitate creation of the continuous eligibility roster.

d) Placement upon the eligibility register shall be determined by a ranked scoring of the written examination and prescreening interview plus any applied preference points.

SECTION 3: Notwithstanding anything to the contrary in the Act, or in any other statute of the State of Illinois, the F&PC is further authorized to adopt rules and procedures allowing the F&PC to appoint any candidate who is among the top three (3) candidates on the continuous eligibility roster to the position of police officer, subject to successful passing of all other requirements for appointment, including, but not limited to, physical agility, psychological and medical examination.

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:

ORDINANCE #647H

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY
(2002 American LaFrance Fire Engine)

WHEREAS, the City of Belvidere Fire Department is in possession of a used 2002 American LaFrance fire engine (VIN 4Z3AAABS13RK52947) (the Fire Engine) that is no longer functional, needed or useful; and

WHEREAS, the Fire Engine 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 Fire Engine is 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 Fire Engine by any means authorized by State Statute, including but not limited to an internet auction site, other auction methods, trade in for new vehicles, selling for scrap 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:

ORDINANCE #648H
AN ORDINANCE AMENDING SECTION 74-215
OF THE CITY OF BELVIDERE MUNICIPAL CODE
RELATING TO OUTDOOR BURNING

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

SECTION 1: Section 74-215 of the City of Belvidere Municipal Code is amended to read as set forth in the attached Exhibit A which is incorporated herein by this reference.

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.

SECTION 4: 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:

Sec. 74-215. Outdoor burning.

- (a) No person or entity shall cause, suffer, allow or permit outdoor burning of refuse, trade waste, salvage waste, agricultural waste, yard waste (e.g., weeds, leaves, grass and brush) or other combustible material except as specifically allowed herein.
- (b) Permitted outdoor burning. The following forms of outdoor burning are allowed within the city:
 - (1) Outdoor burning in connection with the preparation of food which is performed within a grill or enclosed stove or fireplace.
 - (2) The burning of wood, suitable for an indoor fireplace (and specifically excluding yard waste, leaves, weeds, grass, refuse and any other waste product), in a commercially available outdoor fire pit or fireplace (hereinafter fire pit) where the burning area of the fire pit is suspended above ground level, the width or diameter of the burning area of the fire pit is not more than 30 inches and where the fire pit includes a permanent or removable cover designed to limit the dispersal of embers or ash. When feasible, the cover shall be used when the fire pit is in use. A fire permitted under this subsection shall, at all times, be immediately attended by a person of at least 18 years of age. Such person shall be in immediate proximity of the fire and may not leave the direct vicinity. Entering or remaining within any structure shall be prima facia evidence that the fire is unattended.
 - (3) Bonfires solely for the purposes of ceremonial occasions provided such fires are not unattended and have approval of the fire chief or his appointed designee. A fire permitted under this subsection shall, at all times, be immediately attended by a person of at least 18 years of age. Such person shall be in immediate proximity of the fire and may not leave the direct vicinity. Entering or remaining within any structure shall be prima facia evidence that the fire is unattended.
 - (4) Fires set for purpose of training public or private firefighting personnel, with the approval of the fire chief or his appointed designee.
 - (5) Fires set or required by a public officer for the abatement of nuisances and which are necessary in carrying out public health functions, with the approval of the fire chief or his appointed designee.
 - (6) Fires set or required by a public officer for the control of grasses and weeds.
 - (7) The Fire Department is authorized to order the extinction, or to extinguish, any fire under this provision in the event the Fire Department finds that the fire violates this section or that it constitutes an immediate nuisance to surrounding properties. A fire shall constitute a nuisance if it creates bothersome smoke or dangerous flames or sparks.
- (c) When outdoor burning is permitted as set forth above, it shall be unlawful to build or light any fire so close to any building or other structure as to endanger the building or structure, or on any street, or sidewalk pavement. No outdoor burning shall occur within twenty-five feet (25') of any structure or within ten feet (10') of any lot line. An ABC type fire extinguisher, charged garden hose, or other method of fire control must be readily available
- (d) Penalties. Any person or entity who sets or tends any fire violating this section and any person who owns or leases the real property upon which a fire violating this section is set shall each be liable for such violation. Any person or entity violating this section shall be fined in accordance with section 1-9 of this Code.

RESOLUTION # 2023-23
A RESOLUTION AUTHORIZING
THE EXECUTION OF AN AMENDMENT TO AN
INTERGOVERNMENTAL
AGREEMENT WITH BOONE COUNTY FOR THE PROVISION
OF A COMMUNITY LAW ENFORCEMENT OFFICER
PURSUANT TO THE COSSAP GRANT

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

- 1) The amendment to the 2021 Intergovernmental Agreement For a Community Law Enforcement Officer between the City of Belvidere, Boone County, and the Boone County Health Department, as set forth in the attached Exhibit A, is approved.
- 2) The Mayor is authorized to execute, and the Clerk to attest, the amendment to the 2021 Intergovernmental Agreement For a Community Law Enforcement Officer between the City of Belvidere, Boone County, and the Boone County Health Department as set forth in the attached Exhibit A.

Approved:

Mayor

Attest:

City Clerk

Ayes:

Nays:

Absent:

Approved:

AMENDED INTERGOVERNMENTAL AGREEMENT
FOR A COMMUNITY LAW ENFORCEMENT OFFICER BETWEEN THE
COUNTY OF BOONE, THE CITY OF BELVIDERE AND
THE BOONE COUNTY HEALTH DEPARTMENT

Whereas, the County of Boone (the County), and the City of Belvidere (the City) and the Boone County Health Department (the Department), entered into an intergovernmental agreement on or about March 10, 2021 to implement a Comprehensive Opioid, Stimulant and Substance Abuse Program (the COSSAP Program) (the Agreement); and

WHEREAS, the Agreement provided for the provision of a City of Belvidere police officer to be assigned to the COSSAP Program to facilitate referrals to the COSSAP Program from law enforcement and to further facilitate interaction with potential clients; and

WHEREAS, the Agreement provided for partial funding reimbursement to the City for the cost of the police officer assigned; and

WHEREAS, the parties to the Agreement wish to amend the Agreement to provide for further funding of the police officer assigned to the COSSAP Program as well as supervision of that officer.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County, the City and the Department agree as follows:

- 1) The foregoing recitals are incorporated herein by this reference.
- 2) Section 5 of the Agreement is amended to read as follows:

5. *Compensation:*

A. *The Department shall pay the City from funding available to the Behavioral Health Task Force an annual sum equal to the full salary plus full benefits of The Officer, including but not limited to, health and dental insurance, pension, and uniform allowance. The City shall provide a breakdown of such costs to the Department on or about May 1 of each calendar year. Payment shall be made by the Department in equal monthly installments, on the 15th of each month. In the event, a new patrol officer is assigned to the COSSAP Program as The Officer, the City will notify the Department of the new salary plus benefits and the Department shall begin compensating the City for the new amount commencing the subsequent 15th of the month.*

B. *The Officer may be assigned to work overtime if allowed under the terms of the COSSAP Grant (currently up to 20 hours per year) and subject to the approval of The supervising Deputy Chief of Police (The DC). The Department will reimburse the City for 100% of the cost of such overtime assignment with the next subsequent payment date a set forth above.*

C. *The Officer will be supervised by The DC. The Department shall pay the City an annual sum equal to the 12.5% of the full salary plus full benefits of The DC, including but not*

limited to, health and dental insurance, pension, and uniform allowance. The City shall provide a breakdown of such costs to the Department on or about May 1 of each calendar year. Payment shall be made by the Department in equal monthly installments, on the 15th of each month.

D. The Department shall have no obligation to pay the City for the service of The Officer or The DC when no Officer is assigned to the position and the compensation shall be prorated as such.

3) The remainder of the Agreement shall remain unchanged and is not affected by this Amendment.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the City and County have caused this Agreement to be executed.

CITY OF BELVIDERE

COUNTY OF BOONE

By: _____
Mayor

By: _____
Chair

Date: _____

Date: _____

Attest:

Attest: _____

By: _____

By: _____

BOONE COUNTY HEALTH DEPARTMENT

By: _____
Administrator

Date: _____

Attest:

By: _____