



City Council  
**COMMITTEE OF THE WHOLE**  
*City of Belvidere, Illinois*

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

**AGENDA**

June 10, 2024  
6:00 p.m.  
City Council Chambers  
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

A. Recognition of Police Officer Michelle Schwartz.

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

2. Building, Planning & Zoning, New Business:
  - A. Planning & Zoning Department – Update.
  - B. Special Use Extension Request for 1868 Crystal Parkway (Case 2023-13).
  - C. Special Use Extension Request for Casey’s General Store at 425 Beloit Road (Case 2021-09).
  - D. Reappointment of Carl Gnewuch to the Belvidere Planning and Zoning Commission.
  - E. Appointment of Natali Monaghan to the Belvidere Historic Preservation.
  - F. Reappointment of Dawn Brooks to the Belvidere Historic Preservation Commission.
  - G. Appointment of Lisa Kummerow to the Belvidere Historic Preservation Commission.
  - H. Appointment of David Kummerow to the Belvidere Historic Preservation Commission.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
  - A. Public Works Department – Update.
  - B. Ald. Natalie Mulhall Sewer Backup – 120 W. Boone Street.
  - C. Sanitary Sewer Manhole Lining.
  - D. Sanitary Sewer Main Lining.
  - E. Sanitary Sewer Service Lining.
  - F. WWTP – Facility Plan.
  - G. WWTP – SCADA System – Operations Software.
  - H. Genoa Road Improvement Project – Preliminary Engineering.
  - I. MFT Overlays – Bid Tabulation.
  - J. 2024 MFT Thermoplastic Pavement Striping Bid Tabulation.
5. Other:
  - A. Belvidere Park District Glenn Green Annexation.
6. Adjournment:

## **MEMO**

**DATE:** June 5, 2024  
**TO:** City Council  
**FROM:** Gina DelRose, Community Development Planner  
**RE:** Extension request for Case 2023-13

Zachary Heidner is requesting a one-year extension for his indoor commercial entertainment special use (Ordinance 628H). This special use will allow for a bar and video gaming establishment to operate at 1868 Crystal Parkway.

**Requested Motion:** Motion to approve a one-year extension to the special use granted per Ordinance 628H at 1868 Crystal Parkway.



Friday, May 24, 2024

**Via Email**

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

**Re: Special Use – Case 2023-13; 1868 Crystal Parkway (“Special Use”)**

Dear Ms. DelRose,

May's Belvidere, LLC respectfully requests an extension to its Special Use. Construction at this location was delayed because of the ongoing construction on the adjacent project and proposed modifications to the May's design and branding.

Please contact me with any questions.

Sincerely,



Zachary T. Heidner, Manager

## **MEMO**

**DATE:** June 5, 2024  
**TO:** City Council  
**FROM:** Gina DelRose, Community Development Planner  
**RE:** Extension request for Case 2021-09

Casey's Retail Company is requesting a one-year extension for their indoor commercial entertainment special use (Ordinance 536H). This special use will allow for alcohol sales and video gaming inside the Casey's General Store at 425 Beloit Road.

**Requested Motion:** Motion to approve a one-year extension to the special use granted per Ordinance 536H at 425 Beloit Road.



May 8, 2024

City of Belvidere  
Attn: Gina DelRose  
401 Whitney Blvd., Ste. 300  
Belvidere, IL 61008

Dear Ms. DelRose:

Casey's #3598, located at 425 Beloit Road, is on the pending list for a video gaming license with the Illinois Gaming Board (IGB). It is hopeful that this location will be inspected and licensed by the IGB before the end of 2024. Casey's Retail Company would like this letter to serve as our request to extend our Special Use request (Case 2021-09) until June 7, 2025.

If there are questions regarding this request, please contact me at (515) 446-6404 or e-mail [jessica.fisher@caseys.com](mailto:jessica.fisher@caseys.com).

Sincerely,

Jessica Fisher-Comstock, Paralegal  
Casey's Legal/Licensing Department

## **MEMO**

**DATE:** June 5, 2024  
**TO:** City Council and Clerk  
**FROM:** Mayor Clinton Morris  
**RE:** Reappointment of Carl Gnewuch

The Belvidere Planning and Zoning Commission is comprised of seven (7) members, each serving a five-year term. Carl Gnewuch is serving a term that expires in May and has agreed to serve another five-year term (ending 2029). He has a long history of serving the community through various roles.

**Requested Motion:** Motion to consent to and approve the appointment of Mr. Carl Gnewuch to the Belvidere Planning and Zoning Commission for a five-year term, ending in May 2029.

Dear Mayor Morris

4/9/24

I am interested in serving another  
term on the Planning and Zoning Commission.

Thank you for your consideration.

Carl Gnewuch

Carl Gnewuch



## MEMO

**DATE:** June 5, 2024  
**TO:** City Council and Clerk  
**FROM:** Mayor Clinton Morris  
**RE:** Appointment of Natali Monaghan

The Belvidere Historic Preservation Commission is comprised of seven (7) members, each serving a 3-year term. Natali Monaghan is requesting to fill the vacant seat with a term ending on April 30, 2027. Mrs. Monaghan has experience with researching historical documents and organizing events and fundraisers.

**Requested Motion:** Motion to consent to and approve the appointment of Mrs. Natali Monaghan to the Belvidere Historic Preservation Commission for a three-year term, ending in April 30, 2027.

Natali Monaghan

March 27, 2024

To whom it may concern,

Since beginning my work at the Boone County Museum of History, I have become enthralled with every aspect of local history including the architecture of Belvidere's historic downtown and of local residences. I have spent three years at the museum in various roles including my current role as Executive Director. In this experience, I believe I have valuable skills to offer the Historic Preservation Commission in order to preserve and promote the architectural history of this city.

As a lifetime citizen of Boone County, I have a very special interest in the historical value of this county's largest city. It directly affects me not only in my career, but also personally. I would love to be a part of maintaining the historical integrity of my community. I would love to be considered to be a member of the Belvidere Historic Preservation Commission and in turn, be a more involved citizen. Thank you.

Sincerely, Natali Monaghan

## MEMO

**DATE:** June 5, 2024  
**TO:** City Council and Clerk  
**FROM:** Mayor Clinton Morris  
**RE:** Re-appointment of Dawn Brooks

The Belvidere Historic Preservation Commission is comprised of seven (7) members, each serving a 3-year term. Dawn Brooks is requesting to be reappointed for another term ending on April 30, 2027. Dawn Brooks has experience with organizing events and fundraisers and researching information for the Commission.

**Requested Motion:** Motion to consent to and approve the appointment of Mrs. Dawn Brooks to the Belvidere Historic Preservation Commission for a three-year term, ending in April 30, 2027.

## Gina Delrose

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**From:** Dawn  
**Sent:** Thursday, April 11, 2024 8:50 PM  
**To:** Gina Delrose  
**Subject:** Historic Preservation Commission

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

To whom it may concern,

I would like to serve another term on the Historic Preservation Commission.

Thank you for your consideration,  
Dawn Brooks

## MEMO

**DATE:** June 5, 2024  
**TO:** City Council and Clerk  
**FROM:** Mayor Clinton Morris  
**RE:** Appointment of Lisa Kummerow

The Belvidere Historic Preservation Commission is comprised of seven (7) members, each serving a 3-year term. Lisa Kummerow is requesting to be appointed for the vacant term ending April 30, 2025. Lisa Kummerow previously served on the Commission and has experience hosting events and fundraisers and maintaining a landmarked residence.

**Requested Motion:** Motion to consent to and approve the appointment of Ms. Lisa Kummerow to the Belvidere Historic Preservation Commission for the vacated three-year term, ending in April 30, 2025.

May 16, 2024

Mayor Clint Morris  
City Of Belvidere  
401 Whitney Boulevard  
Belvidere, IL 61008

Mayor Morris,


I am writing this letter to be considered for appointment on the Historic Preservation Commission. My husband David and I were active and on the board of the Commission for several years beginning 2013 to 2021. We left the Commission due to health concerns. Now that those conditions have been dealt with, I would like to submit my name for consideration to the Commission.

As you know, David and I live in the Arthur Wesley Swift House at 127 W Locust Street which has been a local City Landmark Home since 2013 and has hosted numerous city and fundraising events.

Having gone through major restoration with our home faithful to the style and construction of the era, my knowledge with historic homes and their preservation will be shared to benefit the Commission. We have hosted several seminars on stained glass, vintage fixtures, and sources for true period restoration products to other landmark homeowners in the city to aid in their renovations.

Thank you for your consideration.

With Regards



Lisa Kummerow

## **MEMO**

**DATE:** June 5, 2024  
**TO:** City Council and Clerk  
**FROM:** Mayor Clinton Morris  
**RE:** Appointment of David Kummerow

The Belvidere Historic Preservation Commission is comprised of seven (7) members, each serving a 3-year term. David Kummerow is requesting to be appointed for a term ending on April 30, 2027. David Kummerow has experience with restoring antiques and maintaining a landmarked residence.

**Requested Motion:** Motion to consent to and approve the appointment of Mr. David Kummerow to the Belvidere Historic Preservation Commission for a three-year term, ending in April 30, 2027.

April 15,2024

Mayor Clint Morris  
City Of Belvidere  
401 Whitney Boulevard  
Belvidere, IL 61008

Mayor Morris,

I would like to ask you to consider appointing me to any of the available seats on the Historic Preservation Commission. As you may recall, I was active on the Commission for years developing many projects to benefit the Historical Homes in Belvidere. I also have a Landmark Historical home, The Swift House, 127 W Locust Street that has hosted many community functions.

I am currently in my 14th year on the Board of the "Parks and Conservation Foundation" which is the holding body of property involved with both the Conservation District and the Park District.

My Landmark Home was damaged by the tornado of 2023 and is scheduled for a new roof gutter and painting this year which will return the home to the luster as seen on the cover page of the Historic Preservation Brochure.

Please feel free to request my appearance at City Hall or any location of your choice if you want to discuss my thoughts on the future of the Belvidere Historic Preservation Commission

Respectively submitted.

David Kummerow



# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/5/2024  
**Re:** Sanitary Sewer Manhole Lining

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We have ten brick sanitary sewer manholes that can be repaired by lining instead of having to be completely rebuilt. We have received the following proposals to line the manholes:

- |   |             |
|---|-------------|
| 1. Advanced Rehabilitation Technology<br>525 Winzeler Drive<br>Bryan, Ohio 43506    | \$41,237.75 |
| 2. Summit Infrastructure<br>607 Debruin Road<br>Combined Locks, WI 54113            | \$48,677.00 |
| 3. Midwest Infrastructure Coatings<br>10007 Marina Road<br>Jefferson City, MO 65101 | \$49,800.00 |

I would recommend approval of the proposal from Advanced Rehabilitation Technology, to complete the lining of ten sanitary sewer manholes at a cost of \$41,237.75. This work will be paid for from sewer depreciation line item #61-1790.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/4/2024  
**Re:** Sanitary Sewer Main Lining

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We have sections of 8" sanitary sewer main lines, totaling 470 lineal feet, that need to be repaired. Due to the depth and location of these lines, it will be more economical to have them lined than replaced. We have received the following proposals to line the main:

- |  |             |
|--|-------------|
| 1. Innovative Underground<br>217 W John St<br>Plano, IL 60545                    | \$39,950.00 |
| 2. Visu-Sewer<br>9014 S Thomas Avenue<br>Bridgeview, IL 60455                    | \$40,735.00 |
| 3. American Trenchless Technologies<br>17750 Somonauk Road<br>Cortland, IL 60112 | \$48,310.00 |

I would recommend approval of the proposal from Innovative Underground, to complete the lining of 470 lineal feet of 8" sanitary sewer main for a total cost of \$39,950.00. This work will be paid for from sewer depreciation line item #61-1790.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/4/2024  
**Re:** Sanitary Sewer Service Lining

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We have two 6" sanitary sewer service lines from the sidewalk cleanout to the sanitary main that need to be repaired. Due to the depth of each of these lines, it will be more economical to have them lined than replaced. We have received the following proposals to line the services:

- |  |                 |             |
|--|-----------------|-------------|
| 1. Innovative Underground<br>217 W John St<br>Plano, IL 60545                    | 55 LF of Lining | \$13,750.00 |
| 2. American Trenchless Technologies<br>17750 Somonauk Road<br>Cortland, IL 60112 | 55 LF of Lining | \$14,466.00 |

I would recommend approval of the proposal from Innovative Underground, to complete the lining of two sanitary sewer services for a total of 55 lineal feet at a cost of \$13,750.00. This work will be paid for from sewer collection line item #61-5-830-6000.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/4/2024  
**Re:** WWTP – Facility Plan

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An updated Facility Planning Report for capital improvements at the WWTP is required in order to be eligible for the Water Pollution Control Loan Program administered by the IEPA. In addition, the updated Facility Planning Report will satisfy Special Condition 22 of our NPDES Permit to extend the effluent phosphorus compliance date to December 31, 2035. Attached to this memo is a proposal from Baxter & Woodman to complete this work.

I would recommend approval of the engineering services work order from Baxter & Woodman, in an amount not-to-exceed \$46,000.00, to complete the WWTP Facility Planning Report. This work will be paid for from the Sewer Department Depreciation Line Item #61-1790.

**CITY OF BELVIDERE, ILLINOIS  
FACILITY PLANNING REPORT  
ENGINEERING SERVICES  
WORK ORDER**

**ENGINEERS' PROJECT No. 2400281.00**

**Project Description:**


Facility Planning Report for capital improvements at the City's Wastewater Treatment Plant to be eligible for funding by the Water Pollution Control Loan Program (WPCLP) administered by the Illinois Environmental Protection Agency (IEPA). This project is only meant to satisfy Special Condition 22 and extend the effluent phosphorus compliance date to December 31, 2035. The Project is more specifically described in Attachment A of this Work Order.

**Engineering Services:**

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

**Compensation:**

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated September 22, 2009. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, which in total will not exceed \$46,000.

Submitted by: <b>Baxter &amp; Woodman, Inc.</b>	Approved by: <b>City of Belvidere, Illinois</b>
By: 	By: _____
Title: <u>Associate Vice President</u>	Title: _____
Date: <u>February 22, 2023</u>	Date: _____

Additional Comments and Conditions: None

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## Project Description

Facility Planning Report for capital improvements at the City's Wastewater Treatment Plant to be eligible for funding by the Water Pollution Control Loan Program (WPCLP) administered by the Illinois Environmental Protection Agency (IEPA). This project is only meant to satisfy Special Condition 22 and extend the effluent phosphorus compliance date to December 31, 2035.

## Scope of Services

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

### 1. PROJECT COORDINATION AND DATA COLLECTION

#### 1.1. PROJECT MANAGEMENT

- A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.
- B. Coordinate with OWNER and project team to ensure the goals of the project are achieved.
- C. Prepare and submit monthly invoices, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

#### 1.2. PROJECT MEETINGS

- A. The following meetings are anticipated for this project:
  - 1. Meetings with OWNER (4 total)
    - a) Kickoff Meeting
    - b) Alternate Review Meeting
    - c) Draft Facility Plan Review Meeting
    - d) Final Facility Plan Review Meeting

#### 1.3. COLLECT EXISTING DATA

- A. Obtain, review, and evaluate the following information provided by the OWNER for use in design:
  - 1. Utility Atlases
  - 2. Previous Reports Completed by Baxter & Woodman: 2018 Facility Plan, Phosphorus Feasibility Report, and Fiscal Sustainability Plan.
  - 3. Discharge Monitoring Reports (DMRs)
  - 4. Operating Reports

5. Laboratory Data
6. Existing Basis of Design
7. Condition assessment reports
8. Operator analysis/insight
9. Create lists of missing or conflicting data.

#### 1.4. SITE VISITS FOR DESIGNERS

- A. Conduct site visits to familiarize the designer(s) with the sites, clarify any discrepancies on the Drawings.
- B. Visually examine existing treatment units and equipment as to their general condition and suitability for continued use or modification for reuse. Interview OWNER operations and maintenance staff to obtain a history of maintenance activities and known equipment maintenance problems.

## 2. ENGINEERING ANALYSIS

### 2.1. ALTERNATIVES ANALYSIS

- A. Develop design criteria to clearly identify the goal(s) of the proposed improvements.
- B. Develop a biological process alternative to address the identified project needs. Concept plans will be prepared for the alternative evaluated.
- C. Prepare preliminary cost estimate of the alternative.

### 2.2. WASTEWATER FACILITIES PLANNING

- A. HISTORY AND DATA REVIEW – Review previously conducted studies, drawings and records provided by the Owner.
- B. ASSESS EXISTING CONDITIONS
  1. Document condition of existing treatment units, equipment, and structures as determined during Site Visit. Determine existing population equivalents (PEs) and wastewater contribution flow and pollutant loads.
  2. Review and determine existing facility capacities.
  3. The baseline will consider and include the following:
    - a) Screening and Grit Removal
    - b) Primary Clarifiers
    - c) Biological Process
    - d) Secondary Clarifiers
    - e) Disk Filters
    - f) Primary Sludge Pumping
    - g) RAS/WAS Pumping
    - h) Sludge Thickening
    - i) Anaerobic Digesters
    - j) Sludge Dewatering
    - k) System Layout

### C. ASSESS FUTURE CONDITIONS

1. Obtain wastewater flows and pollutant loads from the OWNER and assess how wastewater characteristics will impact the existing conditions. Identify probable future NPDES permit conditions. Provide a focused effort to address the future effluent phosphorus limit.
2. Identify future forecasted effluent limits. Determine the new treatment processes and modifications necessary to meet forecasted nutrient effluent limits.
3. Modify the Basis of Design of the plant based on the treatment process alternative to evaluate, and optimize process performance for nutrient removal.
4. The baseline will consider and include the following:
  - a) Screening and Grit Removal
  - b) Primary Clarifiers
  - c) Biological Process
  - d) Secondary Clarifiers
  - e) Disk Filters
  - f) Primary Sludge Pumping
  - g) RAS/WAS Pumping
  - h) Sludge Thickening
  - i) Anaerobic Digesters
  - j) Sludge Dewatering
  - k) System Layout

D. BASIS OF DESIGN – Develop a Basis of Design that takes into account the current conditions and loading using standards and design criteria from the Illinois Recommended Standards for Sewage Works.

E. DEVELOP AND EVALUATE ALTERNATIVES – Identify alternative solutions to provide sufficient capacity to treat the wastewater flows and loads for the next 20 years, to correct deficiencies at the existing wastewater treatment plant, and address potential future NDPEs Permit effluent limits.

F. OPINION OF PROBABLE COST – Prepare an opinion of the probable total project cost including construction, engineering services, contingencies, and, on the basis of information furnished by the Owner, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.

2.3. FINAL REPORT – Prepare a Final Report describing our findings and recommendations. Document assumptions and methodologies, along with potential funding opportunities, as applicable. Prepare exhibits to showing the location of the alternative process improvements.

### 3. ENVIRONMENTAL PERMITTING

3.1. AGENCY SUBMITTALS – This Facility Plan is intended to meet requirements for Agency Submittals, such as the IEPA SRF Loan Program submittal requirements. Submit Facility



Planning Report to IEPA to satisfy Special Condition 22 of the NPDES Permit. Special Condition 22 states that if the Permittee develops a written plan, preliminary engineering report or facility plan to later than January 1, 2025, to rebuilding or replace the secondary treatment process(es) of the treatment facility, the Limit shall be met by December 31, 2035.

**Schedule**

Receive signed agreement	3/2024
Conduct Kick Off Meeting with the Owner	4/2024
Alternative and Options Review Meeting	6/2024
Submit draft report to Owner for review	8/2024
Draft Facility Plan Report Review Meeting	9/2024
Final Facility Plan Report Review Meeting	10/2024
Receive Owner comments	11/2024
Incorporate Owner comments – Submit to IEPA	11/2024
NPDES Permit Special Condition No. 22 Deadline	1/1/2025

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/4/2024  
**Re:** WWTP SCADA System – Operations Software

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The WWTP continues to implement SCADA (Supervisory Control And Data Acquisition System) to monitor plant operations. The current budget includes \$100,000 for additional SCADA work. Attached to this memo is a proposal from Aquatics Informatics for a Rio Water Operations and Compliance Software program to store, monitor and analyze the data now being collected. The annual cost of the software is \$5,600.00. Installation and Start-up cost is \$11,060.00.

I would recommend approval of the proposal from Aquatics Informatics, Inc., in the amount of \$16,660.00, for the purchase and installation of Rio Water Operations and Compliance Software for the WWTP SCADA System. This work will be paid for from Sanitary Sewer Connection Fees.

## Wastewater Plant

### Rio Water Operations & Compliance Software

We at the wastewater treatment plant have been trying to find a solution to the way we use data that is collected in house as well as outside laboratory sampling. What does this mean? Everyday we are conducting a multitude of tests that are collected from samples within the operations of the wastewater plant. These samples and tests that we run on a daily basis provide an insight to the operations and functions of our processes from day to day. The samples that are collected and tested are also used for our NPDES, process control, Biosolids, and SIU's (significant industrial users) as required by the IEPA as well as the USEPA. We also send samples out to an outside laboratory to test parameters that we don't test in house. This leads into the archaic and chaotic way we input, read, find, and generate reports based on these sample results. We have recently made a huge step with the implementation of SCADA (Supervisory Control and Data Acquisition) which allows us to monitor, track, trend, and diagnose what is going on within the plant. Problem is this is only a piece of the operation. The Rio Operations software will allow us to bring data in from SCADA, the in-house laboratory, the outside laboratory, countless sheets placed around the plant (used to track equipment not in SCADA), and put them in one consolidated place that is easy to find and search. Currently we are using Excel spreadsheets that are severely limited in how they are tied together each month. This means inputting results and numbers multiple times across multiple sheets in different folders hoping that it gets everywhere it needs to be. This program will allow all the operators here to log into their phones, tablets, and computers to:

1. Input test results as soon as they are tested
2. Log hours on equipment
3. Log pumping/gallons totals
4. Make notes for items that need to be addressed or repaired during walk throughs
5. Take meter readings from SIU's
6. Calculation of chemical usages

The digital entry, and organizational benefits that this program will provide will greatly improve the way we handle, generate, and utilize the 100's of data points we process and manage daily.

Thank you,




Nick Steiner

Lead Operator

City of Belvidere Wastewater Treatment Plant



# AQUATIC Informatics


 AQUARIUS

 SEDARU

 AQUATIC COMPLIANCE PLATFORM

 TOKAY

 AQUATIC COMPLIANCE & OPERATIONS

 WIMS

 LINKO

 WATERTRAX

**Quote 00018268**

**Details:**

Created On: 10 May 2024  
Expires On: 28 Jun 2024

**Prepared For:**

Nick Steiner  
8155446622  
nsteiner@belvidereil.gov

City of Belvidere  
2001 Newburg Rd.  
Belvidere, Illinois 61008  
United States

**Submitted By:**

Jason Jones  
(608) 381-2033  
jason.jones@aquaticinformatics.com



- AQUARIUS
- SEDARU
- AQUATIC COMPLIANCE PLATFORM
- TOKAY
- AQUATIC COMPLIANCE & OPERATIONS
- WIMS
- LINKO
- WATERTRAX

## Quote Summary

Product	Sales Price	Term	Qty	Total Price
<b>WIMS-RIO-E-MGD</b> <b>WIMS Essentials (MGD-Based)</b> <i>WIMS Essentials software subscription for water or wastewater treatment plants based on Million Gallons per Day (MGD). Subscription includes WIMS Rio with unlimited users, access to mobile application, and standard product features including dashboards, reporting, and dynamic spreadsheets. Price is based on total MGD of all treatment plants.</i>	\$1,200.00	12 mos	3.0	\$3,600.00
<b>WIMS-IMPRT-SCADA</b> <b>WIMS Interface - SCADA</b> <i>SCADA import subscription for the WIMS Platform. Price for a single standard SCADA-interface, for a single system/operation with automatic data ingestion.</i>	\$2,000.00	12 mos	1.0	\$2,000.00
<b>RIO-GS-S/M</b> <b>Rio Guided Implementation Service (Small/Medium)</b> <i>The Customer will be provided up to six (6) weekly guided implementation sessions essential to the operation of Rio.</i>  <i>These sessions range from approximately 1-2 hours and are joint implementation/system configuration training sessions, which include analysis of the customers' requirements, demonstrations of the required configuration (so that the complete configuration can be undertaken by the customer) and review of the customer completed implementation as required. The customer is required to complete their configuration of the SW between each session so that the next week's session may progress. On average it is expected that the customer will commit to approximately 1-2 hours per week outside of the guided implementation sessions to complete their work. Additional effort from the customer may be required depending on the complexity of the customer's operations and the current state of the customers' data.</i>	\$5,152.00		1.0	\$5,152.00





## Order Details

To proceed with a purchase, please sign this quote (preferably via DocuSign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to [jason.jones@aquaticinformatics.com](mailto:jason.jones@aquaticinformatics.com) and please reference quote **00018268**.

Jason Jones  
(608) 381-2033  
[jason.jones@aquaticinformatics.com](mailto:jason.jones@aquaticinformatics.com)

Aquatic Informatics Inc.  
5600 Lindbergh Dr  
Loveland, CO 80538  
FEIN: 47-2917533

## Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at <https://aquaticinformatics.com/terms-conditions/>) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 5600 Lindbergh Dr, Loveland, CO 80538 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software, Except WIMS:

- SaaS: Services Offering and Service Level Agreement  
<https://aquaticinformatics.com/saas-service-offering/>
- On-Premise: Software License Agreement  
<https://aquaticinformatics.com/on-premise-software/>

WIMS Software Only:

- SaaS: WIMS Online Services Offering and Service Level Agreement  
<https://aquaticinformatics.com/wims-online-saas/>
- On-Premise: WIMS On-Premise Software License Agreement  
<https://aquaticinformatics.com/wims-on-premise/>



- AQUARIUS
- AQUATIC COMPLIANCE PLATFORM
- AQUATIC COMPLIANCE & OPERATIONS
- LINKO
- SEDARU
- TOKAY
- WIMS
- WATERTRAX

**Electronic Acceptance**

Expiration Date: Must be signed by 28 Jun 2024

**Subscriber:** City of Belvidere

**Subscriber Signature:** Per:

Name: Nick Steiner

Title:

Date:

**Subscriber Details:** Phone: 8155446622  
Email: nsteiner@belvidereil.gov

Company: City of Belvidere  
2001 Newburg Rd.  
Belvidere, Illinois 61008  
United States

**Provider:** Aquatic Informatics

**Provider Signature:** Per:

Name:

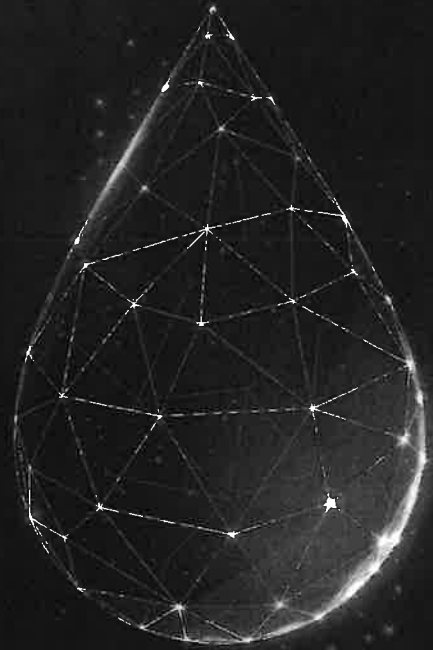
Title:

Date:





# RIO



## The Home for Your Operations Data

Organize ALL data sources, from lab, process, and field, into one secure location—simplifying data sharing & analysis, and protecting data integrity.

RIO is an affordable, cloud-based data management solution. Now, instead of drowning in data, you can aggregate data from all your sources—field, process, lab, and more—and start analyzing graphs and performing calculations. The result is improved operations and reduced compliance risk.

- Improve operations to save time, money, and energy.
- Visualize your data thru graphs and dashboards.
- Produce your regulatory reports directly from your secure data.

You're already collecting data. Access your data anywhere, anytime, on any device, with a more effective data management solution.

Date	Ammonia Reactor (Set) ALKES (mg/L)	Ammonia Reactor (Set) DO (mg/L)	Ammonia Reactor (Set) ALKES (mg/L)	Ammonia Reactor (Set) DO (mg/L)	Ammonia Reactor (Set) pH (ppm)	Ammonia Reactor (Set) pH Ratio (Data)
5/17/2021	3520	8.3	3500	8.3	0.0008	0.0008
5/22/2021	3520	8.3	3500	8.3	0.0008	0.0008
5/27/2021	3520	8.3	3500	8.3	0.0008	0.0008
5/31/2021	3755	9.9	3768	9.9	0.001	0.001
5/31/2021	3520	8.4	3521	8.3	0.1126	0.0021
5/31/2021	3524	8.3	3424	8.3	0.001	0.001
5/27/2021	3375	8.1	3375	8.1	0.0002	0.0002
5/18/2021	3144	8.3	3020	8.1	0.1265	0.1065
5/19/2021	2117	8.0	2144	8.0	0.0047	0.0047
5/19/2021	2505	8.0	2505	8.0	0.0044	0.0044
5/11/2021	3885	12.2	2855	12.2	0.002	0.002
5/12/2021	3745	12.1	3745	12.1	0.0005	0.0005
5/12/2021	3751	12.1	3751	12.1	0.0004	0.0004
5/12/2021	3887	12.9	3887	12.9	0.0007	0.0007

Enter data in the mobile app and the data is auto synced to the Cloud for review and reporting.



**AQUATIC**  
Informatics



## Improve operations to save time, money, and energy.

- Easily identify cost reduction opportunities by comparing data throughout your operation.
- Access to automated import from SCADA/Historians and Lab sources.
- Purpose-built calculation engine handles operations (F/M, SRT, CT) and compliance calculations (weekly averages, log removals) including handling of data qualifiers.
- Configure graphs for trend and cause-and-effect analysis.
- Historical records are safely stored and always available.
- Produce regulatory and compliance reports.
- Operations reports clearly communicate to operators, management, and engineers.
- Enter data from the field through your smart device via the Web or Mobile App.

## Implementation Services

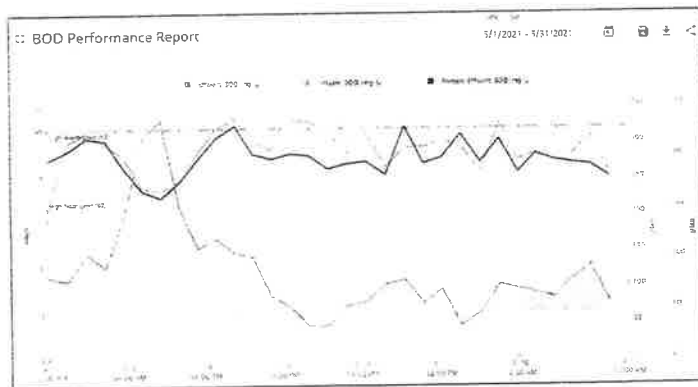
Guided Implementation service provides the confidence that your solution is set up and configured properly at go-live.

Working with you, we:

- Establish a data management plan on where data comes from, who enters and reviews, and identification of reports and dashboards.
- Coach on setup and data organization, reporting, and calculation validation.
- Provide online access to education content provides training and support resources, ensuring your immediate and ongoing success.
- Offer Optional Services available for complex setup, reporting and training needs.

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Ad-hoc charting at your fingertips. Choose your parameters from a list and the graph is auto created. Unlike spreadsheets, anyone in your organization will be able to create meaningful charts with a couple of clicks. End the data silos where only a couple of people can use the data.



## Powerful reporting solution for your operations & regulatory reports

Produce your regulatory reports directly from your secure data. Build configurable reports that users can easily customize using standard business tools like Excel.

Code	PARAMETER	Monitoring Location	Season	Param NDDI	QUANTITY OR LOADING		
					Quantity 1	Value 1	Qualifier 2
00011	Temperature	2-Effluent Gross	0				
00181	NO2	1-Effluent Gross	0		147.2		238.2
00100	Oxygen, Dissolved	1-Effluent Gross	0				
00400	pH	2-Effluent Gross	0				
00520	TSS	1-Effluent Gross	0		113.4		10A.9
00580	TSS	2-Effluent Storage	0				
00545	Sectrable Solids	1-Effluent	0				
00615	Nitrite NO2	1-Effluent	0				
00625	Total Kjeldahl Nitrogen	1-Effluent	0				
00652	Phosphorus	1-Effluent	0				

Year	Value	Qualifier	Value
4/1/2011	201	00	12
4/1/2012	298	00	8
4/1/2013	312	00	18
4/1/2014	302	00	13
4/1/2015	378	00	11
1/6/2016	320	00	10
4/1/2017	384	00	20
4/1/2018	417	00	15

Value	Qualifier	Value
286	00	20
201	00	20
30%	00	93%

# The Home for Your Operations Data



**AQUATIC**  
Informatics

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/5/2024  
**Re:** Genoa Road Improvement Project – Preliminary Engineering

---

The City has received a Rebuild Illinois Bond Fund Grant in the amount of \$150,000 for Genoa Road Improvements. Those improvements were identified in the completed lane study in accordance with the intergovernmental agreement with the County for the jurisdictional transfer of Genoa Road from U.S. Route 20 to the I-90 Tollway.

Attached to this memo is a proposal from CES, Inc, in the amount of \$8,050.00 to complete the preliminary engineering for the Genoa Road Improvements including pavement overlay, striping, roadway lighting, sidewalks and construction cost estimate. The preliminary engineering will be used to complete the application for the state grant.

I would recommend approval of the proposal from CES, Inc, in the amount of \$8,050.00, to complete the preliminary engineering for the Genoa Road Improvement Project. This work will be split with the County and the City's share of \$4,025.00 will be paid from Line Item #01-5-360-6140.



C.E.S. Inc. – Main Office  
700 West Locust Street  
Belvidere, Illinois 61008  
Phone: (815) 547-8435  
Fax: (815) 544-0421

C.E.S. dba Survey-Tech  
104 A Maple Court  
Rochelle, IL 61068  
Phone: (815) 562-8771  
Fax: (815) 562-6555

[Kevin.Bunge@Civilideas.com](mailto:Kevin.Bunge@Civilideas.com)

## WORK AUTHORIZATION

**Date:** May 29, 2024

**Subject:** Preliminary Study for sidewalk on west side of Genoa Road

**Requested by:** City of Belvidere – Brent Anderson

**Prepare preliminary design sketches, including:**

- Topography of the area illustrated on the included exhibit;
- Drafting of an "Existing Conditions page with topo (and ROW per available mapping and plats);
- Drafting of a preliminary alignment of a potential sidewalk in subject area;
- Preliminary scope of overlay limits of existing roadway;
- 3-4 typical cross sections illustrating the work needed to accommodate the sidewalk;
- Preliminary layout of street light spacing, ped signals, and crosswalks;
- Preliminary opinion of probable cost

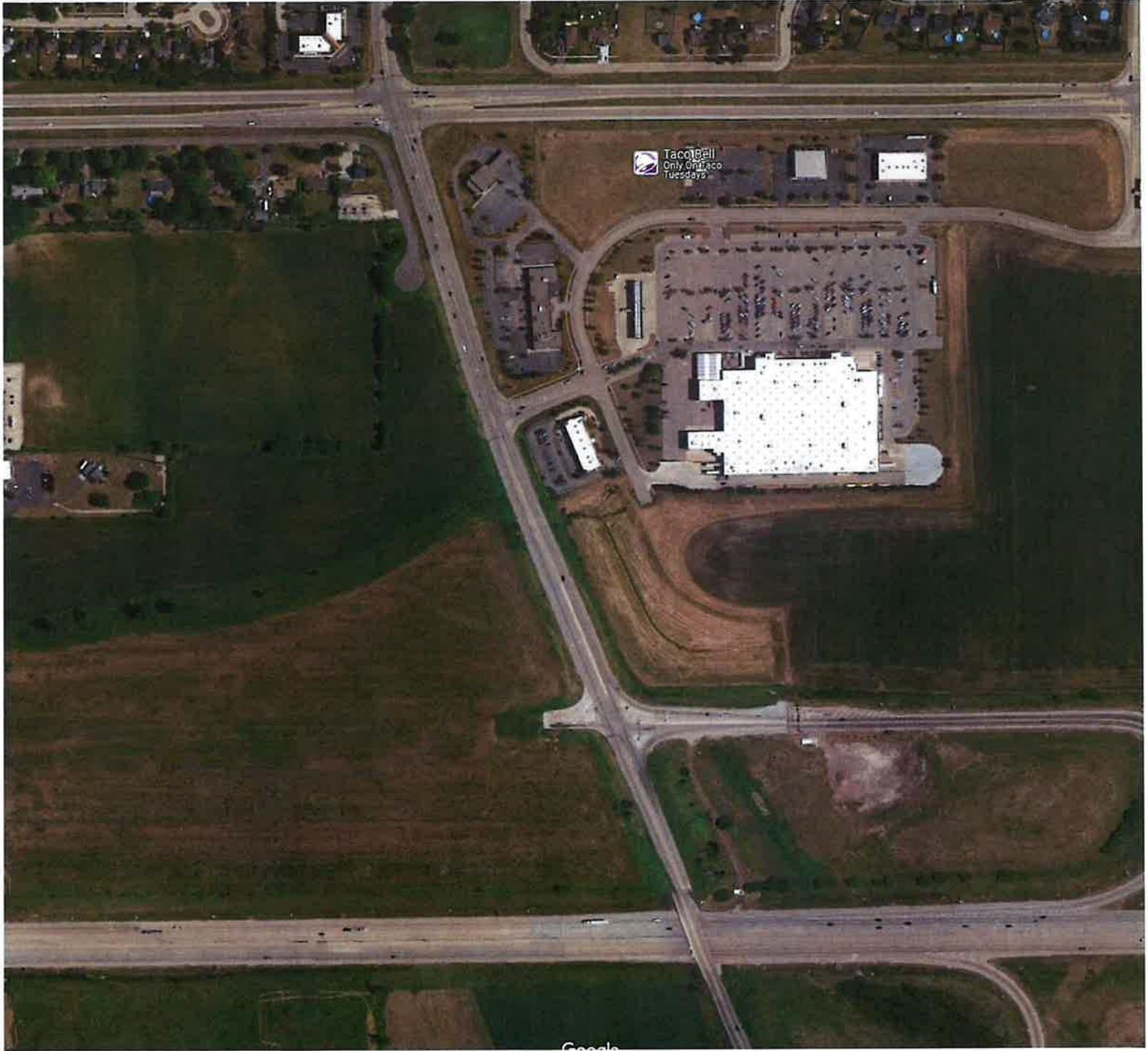
Not included in the quoted fees:

- Final Engineering; Boundary or ROW or property surveys; Traffic Study or IDS; Permit applications;
- Revisions due to changes in the scope or limits of project after our work has commenced; Application fees to any agency; Soil Borings; Wetland or Historical studies; Construction Phase services.

**Fees:** Lump sum of \$ 8,050

Approval of Quote and Authorization to proceed (Owner/Client)	Date
Printed Name (Owner/Client)	Title
City of Belvidere	
Organization (Owner/Client)	

Please deliver, mail, e-mail, or fax completed Work Authorization to C.E.S. Inc. at  
[Kevin.Bunge@civilideas.com](mailto:Kevin.Bunge@civilideas.com)



Taco Bell  
Only on Taco  
Tuesdays

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/4/2024  
**Re:** MFT Overlays – Bid Tabulation

---

The following bids were opened today for the 2024 MFT Street Overlay Program:

- |   |              |
|---|--------------|
| 1. Rock Road Companies<br>P.O. Box 1779<br>Janesville, WI 53547       | \$514,757.55 |
| 2. Curran Contracting<br>286 Memorial Court<br>Crystal Lake, IL 60014 | \$525,752.95 |

The engineer's estimate for this work was \$599,038.00.

I would recommend approval of the low bid from Rock Road Companies, in the amount of \$514,757.55, for the 2024 MFT Street Overlay Program, subject to IDOT approval. This work will be paid for from MFT Funds.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 6/4/2024  
**Re:** 2024 MFT Thermoplastic Pavement Striping Bid Tabulation

---

The following bids were opened today for the 2024 MFT Thermoplastic Pavement Striping Contract:

- |  |             |
|--|-------------|
| 1. Countryman, Inc<br>1222 Buchanan Street<br>Rockford, IL 61101   | \$9,412.75  |
| 2. Precision Pavement Markings<br>P.O. Box 705<br>Elgin, IL 601215 | \$14,902.25 |

The estimate for this work was \$6,075.00

I would recommend approval of the low bid from Countryman, Inc, in the amount of \$9,412.75, for the 2024 MFT Thermoplastic Pavement Striping Project, subject to IDOT approval. This work will be paid for from MFT Funds.

# Memo

**To:** Mayor and City Council  
**From:** Mike Drella  
**CC:**  
**Date:** 6/6/2024  
**Re:** Belvidere Park District Glenn Green Annexation

---

As we have previously discussed, the City and the Belvidere Township Park District have discussed annexation of the Glenn Green Park at Distillery Road to the City of Belvidere. The annexation would close part of the gap that currently prevents annexation of the Deer Hills and Deer Woods subdivisions as well as the commercial property along Bus. 20. While it would not alone create the necessary contiguity, it brings us one significant step closer.

Attached is a proposed annexation agreement that the Park District will consider for approval on June 11, 2024. I recommend that the Committee of the Whole forward to City Council an ordinance approving the proposed annexation agreement as well as an ordinance annexing the Glenn Green park.

## **Recommended Motions:**

- 1) A motion to approve the annexation agreement between the City of Belvidere and the Belvidere Township Park District relating to the Glenn Green park located at Distillery Road and Bus. U.S. Route 20.
- 2) A motion to annex the territory consisting of the Glenn Green park located at Distillery Road and Bus. U.S. Route 20.

Please note that both will come back as separate ordinances. The annexation agreement will also require a public hearing.



## ANNEXATION AGREEMENT

This Agreement is made and entered into \_\_\_\_\_, \_\_\_\_\_,  
by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County, Illinois (The "City") and the Belvidere Township Park District (The "District" or "Owner").

### WITNESSETH:

Whereas, The District is the holder 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, the City desires that the District annex the Property to the City to facilitate the expansion of its boundaries and the annexation of additional territory that is also subject to an annexation agreement; and

Whereas, the District is willing to assist the City by annexing the Property to the City;  
and

Whereas, District 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 District has executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the City and has 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 District and a public hearing of the Mayor and City Council of the City of Belvidere was convened and properly conducted on \_\_\_\_\_, \_\_\_\_\_ to consider the petition for approval of this Annexation Agreement and said public hearing was held pursuant to notice as provided by statute; and

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

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

Whereas, the District desires that the retain the Rural Holding (RH) zoning, but may if the District so chooses, re-zone the Property in the future; 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

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 authorized, 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, the District and City agree that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. Further, the District 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 the District to extend and connect the Property to the City-operated sanitary sewer system according to design plan and specifications reasonably acceptable to the City. Prior to commencing construction, the District 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. The District shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. The City agrees to waive all City required permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy with respect to the District's future repairs, improvements and modifications with respect to the Property.

5. Water Service. The City will allow the District to extend and connect to the City-operated water main system to the Property according design plans and specifications reasonably acceptable to the City. Prior to commencing construction, the District 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. The District shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. The City agrees to waive all City required permit, inspection, tap-on,

connection, recapture, basin, and other fees as required by City ordinance, resolution or policy with respect to the District's improvements and modifications to the Property.

6. Plats of Subdivision. Except as otherwise set forth herein, the District 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 District 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 District further agrees that no lot lines in any 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. The District agrees that, unless provided otherwise herein, this Agreement shall not be considered as approval of any preliminary or final plat.

7. Drainage. If the District develops the Property, it 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.

8. Fees.

A. This section 8 is only applicable to a successor owner of the Property if the District transfers the Property to a new owner.

B. As a condition of this Agreement, Owner 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 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 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.

C. Owner, 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 .

9. Legal, Engineering, and Planning Costs. This section 9 is only applicable to a successor owner of the Property if the District transfers the Property to a new owner. Owner agrees to reimburse the City for reasonable attorneys' fees, planning consultants, engineering consultant's fees and costs and any other professional costs incurred by the City in connection

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

10. 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 District.

11. Indemnification: This section 11 is only applicable to a successor owner of the Property if the District transfers the Property to a new owner. The Parties agree that the Owner(s) shall indemnify, defend and hold the City harmless from any damages, claims, or causes of action which are in any way related to their activities in developing the Property, excepting those negligent or intentional acts of the City. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act. Further, Owner shall maintain comprehensive liability insurance, of types and amounts, reasonably acceptable to the City with an insurance carrier with a Bests rating of A or better. Owner shall cause the City to be named as an additional insured on such insurance policy at no cost to the City.

12. Maintenance:

A. This section 12 is only applicable to a successor owner of the Property if the District transfers the Property to a new owner.

B. 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 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.

C. General Maintenance. Until the streets in any platted phase of the Property are dedicated to and accepted by the City, it shall be the responsibility of the Owner/Builder and/or Developer to regularly remove all rubbish, refuse, building materials, mud soil and other debris, from the streets, police and remove all construction debris blown offsite on adjoining property, and leave the streets in a clean state, free of any such refuse, building materials, mud, soil or other debris, at the end of construction activities on each day. All property and premises shall be maintained in a clean, safe and sanitary condition free of the accumulation of any debris, rubbish, discarded building materials and other items. Building materials to be used in the construction of a building may be stored upon the lot upon which the building is to be erected. However, the building materials shall only be stored in a safe, clean and orderly manner. The Owner/Builder and/or Developer shall place the entire property, including but not limited to any lot under construction, in a safe, clean and orderly manner at the end of each construction day. If, in the



City's discretion, the developer, owner and/or builder fails to comply with this Section, the City may withhold future building permits, anywhere in the City, for the entity holding title to the property which is not in compliance and/or the City may issue a stop work order upon the property in question until such time as this Section is complied with. The City may, in its sole discretion, remedy any 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.

13. Ordinances. The parties acknowledge that upon execution of this Annexation Agreement or upon annexation, the Property shall be subject to the ordinances and codes of the City of Belvidere. The City agrees that in no event shall such codes or ordinances be applied in a manner that prohibits the District from operating the Property for purposes authorized by State law and the District's own ordinances and regulations. Further, notwithstanding any City code or ordinance to the contrary, the District will not be required to pave any vehicle parking area or driveway nor be required to provide curb and gutter or lighting. If a successor owner of the Property seeks to operate or develop the Property, all of the City's codes shall be deemed to apply to such use, operation or development.

14. 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 17<sup>th</sup> Judicial Circuit Boone County, Illinois and both parties submit to jurisdiction and venue in that Court.

15. 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.

16. Costs, Expenses, and Fees. The City agrees to waive all 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.

17. 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.

18. 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.

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

20. 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.

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

22. 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.

23. 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.

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:**  
(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

**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**

Legal Description

Tract A

The North  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, excepting therefrom all that part lying northwesterly of the centerline of the Beaver Creek and further excepting therefrom the north 575.00 feet of the east 265.15 feet of said Southwest  $\frac{1}{4}$ . Subject to the rights of the public and the State of Illinois in and to those portions used, taken or dedicated for public road purposes. Situated in the County of Boone and the State of Illinois.

Dated this 5<sup>th</sup> day of January, 2007

Order No. 23026

**Legal Description**

**Tract B**

The north 575.00 feet of the east 265.15 feet of the North ½ of the Southwest ¼ of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian. Subject to the rights of the public and the State of Illinois in and to those portions used, taken or dedicated for public road purposes. Situated in the County of Boone and the State of Illinois.

Dated this 5<sup>th</sup> day of January, 2007

Order No. 23026



**EXHIBIT B**  
**ANNEXATION PLAT**

# Plat of Annexation



1 inch = 420 feet



**EXHIBIT C**

**SITE PLAN**

**NOT APPLICABLE**

**EXHIBIT D**  
**PRELIMINARY SEWER PLAN**  
NOT APPLICABLE

## **EXHIBIT E SEWER FEES**

Owner shall pay the Sewer Connection Fees, applicable recapture fees, and other fees of general applicability at the rate then in effect 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 current rates are attached for reference only. See Exhibit K waiving fees for the District.

**EXHIBIT F**  
**PRELIMINARY WATER DESIGN PLAN**  
**NOT APPLICABLE**

## **EXHIBIT G**

### **WATER FEES**

Owner shall pay the Water Connection Fees, applicable recapture fees, and other fees of general applicability at the rate then in effect 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 current rates are attached for reference only. See Exhibit K, waiving fees for the District.

**EXHIBIT H**

**PRELIMINARY PLAT**

NOT APPLICABLE



**EXHIBIT I**  
**OFFSITE IMPROVEMENTS**  
**NOT APPLICABLE**

## 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 fees contained in this Exhibit J, shall not apply to the District who is deemed exempt from such fees. The fees contained in this Exhibit J may be assessed against successor owners of the Property. 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.

- 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.

**CITY OF BELVIDERE  
PARK IMPACT FEE FORMULA**

6.25 Acres per 1,000 population  
0.00625 Acres Per Person

Land Value Per Acre            \$120,000.00

Housing Type:	People Per Unit	Acres Per Person	Acres Per unit	Value of Land	Fee
<b>Apartments</b>					
1 Bedroom	1.758	0.00625	0.010988	\$120,000.00	\$1,318.50
2 Bedroom	1.914	0.00625	0.011963	\$120,000.00	\$1,435.50
3 Bedroom	3.053	0.00625	0.019081	\$120,000.00	\$2,289.75
<b>Single Family Attached</b>					
1 Bedroom	1.193	0.00625	0.007456	\$120,000.00	\$894.75
2 Bedroom	1.990	0.00625	0.012438	\$120,000.00	\$1,492.50
3 Bedroom	2.392	0.00625	0.014950	\$120,000.00	\$1,794.00
4 Bedroom	3.145	0.00625	0.019656	\$120,000.00	\$2,358.75
<b>Single Family Detached</b>					
2 Bedroom	2.017	0.00625	0.012606	\$120,000.00	\$1,512.75
3 Bedroom	2.899	0.00625	0.018119	\$120,000.00	\$2,174.25
4 Bedroom	3.764	0.00625	0.023525	\$120,000.00	\$2,823.00
5 Bedroom	3.770	0.00625	0.023563	\$120,000.00	\$2,827.50

BELVIDERE SCHOOL DONATION FORMULA

	Acres/School	Max. Students	Acres/Student
Elementary School	16	600	0.026667
Junior High 7th & 8th	30	900	0.033
High School	70	1500	0.047

	Acres/School	\$/Acre	\$ per student
Elementary	0.026667	\$120,000.00	\$3,200.00
Junior High	0.033	\$120,000.00	\$4,000.00
High School	0.047	\$120,000.00	\$5,600.00

STUDENT RATIO/UNIT

	1 Bed. \$/Student	Apartment Student/Apt.	Fee
Elementary	\$3,200.00	0.002	\$6.40
Junior High	\$4,000.00	0.001	\$4.00
High School	\$5,600.00	0.001	\$5.60
TOTAL			\$16.00

	2 Bed Apartment		
Elementary	\$3,200.00	0.086	\$275.20
Junior High	\$4,000.00	0.042	\$168.00
High School	\$5,600.00	0.046	\$257.60
TOTAL			\$700.80

	3 Bed Apartment		
Elementary	\$3,200.00	0.234	\$748.80
Junior High	\$4,000.00	0.123	\$492.00
High School	\$5,600.00	0.118	\$660.80
TOTAL			\$1,901.60

	1 Bed S.F. Attached		
Elementary	\$3,200.00	0.014	\$44.80
Junior High	\$4,000.00	0.018	\$72.00
High School	\$5,600.00	0.024	\$134.40
TOTAL			\$251.20

	2 Bed S.F. Attached		
Elementary	\$3,200.00	0.088	\$281.60
Junior High	\$4,000.00	0.048	\$192.00
High School	\$5,600.00	0.038	\$212.80
TOTAL			\$686.40

	3 Bed S.F. Attached		
Elementary	\$3,200.00	0.234	\$748.80
Junior High	\$4,000.00	0.058	\$232.00
High School	\$5,600.00	0.059	\$330.40
TOTAL			\$1,311.20

	4 Bed. S.F. Attached		
Elementary	\$3,200.00	0.322	\$1,030.40
Junior High	\$4,000.00	0.154	\$616.00
High School	\$5,600.00	0.173	\$968.80
Total			\$2,615.20

	2 Bed S.F. Detached		
Elementary	\$3,200.00	0.136	\$435.20
Junior High	\$4,000.00	0.048	\$192.00
High School	\$5,600.00	0.020	\$112.00
			\$739.20

	3 Bed S.F. Detached		
Elementary	\$3,200.00	0.369	\$1,180.80
Junior High	\$4,000.00	0.173	\$692.00
High School	\$5,600.00	0.184	\$1,030.40
TOTAL			\$2,903.20

	4 Bed. S.F. Detached		
Elementary	\$1,673.33	0.530	\$886.86
Junior High	\$4,000.00	0.298	\$1,192.00
High School	\$5,600.00	0.360	\$2,016.00
TOTAL			\$4,094.86

	5 Bed. S.F. Detached		
Elementary	\$3,200.00	0.345	\$1,104.00
Junior High	\$4,000.00	0.248	\$992.00
High School	\$5,600.00	0.300	\$1,680.00
TOTAL			\$3,776.00

**CURRENT**

**POLICE FIRE PUBLIC WORKS  
ANNEXATION IMPACT FEES**

The following impact fees shall be assessed on a per dwelling unit (DU) basis in all Annexations resulting in the subdivision of land. Fees are based upon the cost of operating each department divided by total population and multiplied by the anticipated impact of the development.

Fees shall be paid by the Owner, or his successor prior to approval of any final plat or no later than 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that these fees may be paid at the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current impact fee rate plus 10%.

POPULATION                    23532  
Persons per dwelling        2,932

**RESIDENTIAL DEVELOPMENT**

**I. POLICE**

General Operations        \$4,856,651.00  
Capital Funds                \$373,214.00  
Building Fund                \$750,000.00  
PSB Expenses                \$538,772.00  
sub total                      \$6,518,637.00

Total Expenditures /      Population = Cost Per Person  
\$6,518,637.00                23532      \$277.01

CPP x      PPD      **POLICE IMPACT FEE**  
                                 **\$812.20 per du**

**II FIRE**

General Operations        \$3,172,653.00  
Capital Funds                \$575,000.00  
Building Fund                \$2,000,000.00  
sub total                      \$5,747,653.00

Total Expenditures /      Population = Cost Per Person  
5,747,653.00                23,532.00      244.25

CPP X      PPD      **FIRE IMPACT FEE**  
                                 **\$716.14 per du**

**III PUBLIC WORKS**

General Operations        \$166,627.00  
Streets                        \$1,280,275.00  
Street Lighting                \$226,198.00  
MFT Expenditures            \$809,832.00  
Capital Funds                \$214,000.00  
sub total                      \$2,696,932.00

Total Expenditures /      Population = Cost Per Person  
\$2,696,932.00                \$23,532.00      \$114.61

CPP x      PPD      **PUBLIC WORKS IMPACT FEE**  
                                 **\$336.03 per due**

**TOTAL RESIDENTIAL IMPACT FEE**      **\$1,864.36** per du      plus 10% admin Fee if paid at Building permit

**COMMERCIAL DEVELOPMENT**

Commercial Development Impact Fees are assessed on a per unit basis (i.e., a commercial development with 5 individual stores will pay 5 impact fees. A commercial development in the form of a 4 unit strip mall all under one roof would pay 4 impact fees. For purposes of assessing Commercial Impact Fees, it is assumed that each unit will have the same impact as a single residential unit.

Fees shall be paid by the Owner, or his successor, prior to approval of any final plat or no later than 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that the the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current impact fee rate plus 10%.

I. POLICE                    \$812.20  
II. FIRE                      \$716.14  
III. PUBLIC WORKS        \$336.03

**TOTAL COMMERCIAL F** **\$1,864.36** per unit      plus 10% admin Fee if paid at Building permit

**CITY OF BELVIDERE  
CONSERVATION DISTRICT IMPACT FEES**

12 Acres per 1,000 population  
0.012 Acres Per Person

Land Value Per Acre                      \$20,700.00

Housing Type:	People Per Unit	Acres Per Person	Acres Per unit	Value of Land	Fee
<b>Apartments</b>					
1 Bedroom	1.758	0.012	0.021096	\$20,700.00	\$436.69
2 Bedroom	1.914	0.012	0.022968	\$20,700.00	\$475.44
3 Bedroom	3.053	0.012	0.036636	\$20,700.00	\$758.37
<b>Single Family Attached</b>					
1 Bedroom	1.193	0.012	0.014316	\$20,700.00	\$296.34
2 Bedroom	1.99	0.012	0.02388	\$20,700.00	\$494.32
3 Bedroom	2.392	0.012	0.028704	\$20,700.00	\$594.17
4 Bedroom	3.145	0.012	0.03774	\$20,700.00	\$781.22
<b>Single Family Detached</b>					
2 Bedroom	2.017	0.012	0.024204	\$20,700.00	\$501.02
3 Bedroom	2.899	0.012	0.034788	\$20,700.00	\$720.11
4 Bedroom	3.764	0.012	0.045168	\$20,700.00	\$934.98
5 Bedroom	3.77	0.012	0.04524	\$20,700.00	\$936.47

## **EXHIBIT K**

### **MODIFICATIONS TO STANDARD AGREEMENT**

1) As consideration for the District entering into this Annexation Agreement and annexing the Property, the City agrees to waive the following fees for the District only with respect to the annexed territory. The fees will not be waived for successors in interest to the Property:

a) All fees traditionally assessed by the City with respect to the Property for an annexation, including but not limited to, annexation fees (Belvidere Municipal Code 15-10), cost of public notices (Municipal Code 15-11), costs of recording (Belvidere Code 15-13), Annexation Impact Fees (Municipal Code 15-25).

b) Connection fees with respect to the Property, excluding direct costs (water meters etc.), imposed pursuant to Chapter 114 of the Belvidere Municipal Code for the connection to the City's water or sewer utilities so long as the connection is for the District's own use and not on behalf or for the benefit of a non-governmental person or entity. The City also agrees to waive connection fees, excluding direct costs (water meters etc.), imposed pursuant to Chapter 114 of the Belvidere Municipal code for the connection of potable water and sanitary sewer facilities to be located at Sunstrand Park (Newburg Road) so long as the connection is for the District's own use and not on behalf or for the benefit of a non-governmental person or entity.

c) Recapture fees due and owing the City of Belvidere for extension or expansion of the City's water or sewer utilities for the Property, so long as the action that would necessitate payment of a recapture fee is for the District's own use and not on behalf or for the benefit of a non-governmental person or entity.

d) Building permit fees for the construction of any structures by the District on the Property so long as the permit is for the District's own use and not on behalf or for the benefit of a non-governmental person or entity.

e) Zoning fees associated with an application by the District for a map amendment, variance, subdivision or planned unit development so long as the application is for the District's own use and not on behalf or for the benefit of a non-governmental person or entity.

2) The City and District agree that while the Property will be subject to the City's Municipal Code and ordinances, the Property will be exempt from any such Code or ordinance to the extent necessary for the District to engage in its lawful governmental functions. The District, but not successor owners of the Property, shall be specifically exempt from Articles, 6, 7, and 10 of the City's Zoning Code (Chapter 150).



- 3) The City agrees that it will participate with the District on a fifty percent basis in the construction of a handicap accessible multi use path at Bob's Park located in the City of Belvidere.
- 4) The City agrees to repair, the damaged, as of the date of this Agreement, existing potable water main and drinking fountain located at Bob's Park.
- 5) In the event Newburg Road is widened adjacent to Sunstrand Park, the City agrees that a right turn lane will be added at the entrance to Sunstrand Park if it is warranted by a traffic engineering study.
- 6) The City will cooperate with the District by installing, on behalf of the District, Guide Signs directing motorists to District facilities, within the City's right-of-way but only in conformance with applicable law and the Uniform Traffic Control Manual. The District shall be responsible for the cost of purchasing the Guide Signs.

City: City of Belvidere,  
an Illinois Municipal Corporation

by: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_\_ day.  
Of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT L**  
**PLANNED COMMUNITY DEVELOPMENT CONCEPT**

NOT APPLICABLE