

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

August 5, 2024

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 July 15, 2024; as presented.

(5) Public Hearing:

(A) Annexation Agreement relating to real property generally located East of Irene Road and South of Hawkey Drive.

(6) Special Messages and Proclamations:

(A) Proclamation Recognizing Jere Ottman.

(B) Proclamation Recognizing Paul Condon.

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Approval of Minutes of the regular Committee of the Whole – Public Safety and Finance and Personnel of July 22, 2024; as presented.

(9) Unfinished Business:

(A) Ord. #686H – 2nd Reading: An Ordinance Authorizing the Execution of an Annexation Agreement Between the City of Belvidere and Tanner Industries Inc.

(B) Ord. #687H – 2nd Reading: An Ordinance Annexing Certain Territory Lying South of Hawkey Drive, and East of Irene Road to the City of Belvidere, Boone County, Illinois.

- (C) Ord. #688H – 2nd Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to PI, Planned Industrial District (2193 and 2211 Hawkey Drive).
- (D) Ord. #689H – 2nd Reading: An Ordinance Amending Section 110-198 of the City of Belvidere Municipal Code (15-Minute Parking Stall – 522 S. State Street).
- (E) Ord. #690H – 2nd Reading: An Ordinance Amending Section 114-411 and Section 114-412 of the Belvidere Municipal Code Pertaining to Pretreatment Local Limits.

(10) New Business:

- (A) Ord. #691H – 1st Reading: An Ordinance Amending Section 114-231 and Appendix A of the Belvidere Municipal Code to Modify Water and Sewer Rates.
- (B) Res. #2024-11 – A Resolution Releasing Certain Executive Session Minutes Pursuant to 5ILCS 120/1 Et. Seq.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of July 22, 2024.

Motions of Public Safety – Chairman Matt Fleury:

- (A) Motion to accept a donation of \$50.00, check #1533 from the Boone Retired Teachers for the purchase of supplies/equipment for our K9 Unit.
- (B) Motion to approve authorization for the Mayor to execute the Intergovernmental Agreement between the Illinois Department of Healthcare and Family Services and the City of Belvidere for supplemental ambulance rates.

Motions of Finance & Personnel – Chairman Wendy Frank:

- (C) Motion to consent to the appointment of Maegen English to the Board of Library Trustees of the City of Belvidere to fill the remaining term created by the resignation of James Lee with a term expiring July 1, 2026.

(11) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: July 15, 2024

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, R. Brereton, M. Fleury, S. Gramkowski, M. McGee,
N. Mulhall and D. Snow.

Absent: W. Frank, M. Freeman and C. Stevens.

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:

1. Lloyd Roberts spoke regarding garbage service.
2. Gary Woods spoke regarding garbage service.
3. Stacie Nance spoke regarding concern with unkept lawn at 932 W. 5th Street.
4. Ald. Dan Snow spoke regarding garbage service.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
July 1, 2024; as presented.

Motion by Ald. McGee, 2nd by Ald. Mulhall to approve the minutes of the regular
meeting of the Belvidere City Council of July 1, 2024. Aye voice vote carried. Motion
carried.

Belvidere City Council
July 15, 2024

(5) Public Hearing: None.

(6) Special Messages and Proclamations: None.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$2,722,447.76
Water & Sewer Fund Expenditures: \$ 844,970.93

Motion by Ald. McGee, 2nd by Ald. Mulhall to approve the General & Special Fund Expenditures in the amount of \$2,722,447.76. Roll Call Vote: 7/0 in favor. Ayes: Albertini, Brereton, Fleury, Gramkowski, McGee, Mulhall, and Snow. Nays: None. Motion carried.

Motion by Ald. Snow, 2nd by Ald. Fleury to approve the Water & Sewer Fund Expenditures in the amount of \$844,970.93. Roll Call Vote: 7/0 in favor. Ayes: Brereton, Fleury, Gramkowski, McGee, Mulhall, 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 June 2024.
- (B) Monthly Report of Belvidere Fire Department Overtime Pay for June 2024.
- (C) Monthly Report of Community Development Department/Planning Department for June 2024.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for June 2024.
- (E) Monthly General Fund Report for June 2024.
- (F) Monthly Water/Sewer Fund Report June 2024.
- (G) Monthly CD Investments for June 2024.
- (H) Minutes of Planning and Zoning Commission June 11, 2024.

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 July 8, 2024.

Motion by Ald. Snow, 2nd by Ald. Fleury to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of July 8, 2024. Motion by Ald. Snow, 2nd by Ald. Brereton to amend minutes to include Ald. Snow requested garbage service be placed on the next Committee of the Whole Agenda and Mayor Morris approved request. Roll Call Vote on Amend: 7/0 in favor. Ayes: Fleury, Gramkowski, McGee, Mulhall, Snow, Albertini and Brereton. Nays: None. Motion to amend carried. Roll Call Vote on original motion as amended: 7/0 in favor. Ayes: Gramkowski, McGee, Mulhall, Snow, Albertini, Brereton and Fleury. Nays: None. Motion carried.

Belvidere City Council
July 15, 2024

(9) Unfinished Business:

- (A) Ord. #685H – 2nd Reading: An Ordinance Adding Certain Territory to Ward 1 of the City of Belvidere.

Motion by Ald. Snow, 2nd by Ald. Albertini to pass Ord. #685H. Roll Call Vote: 7/0 in favor. Ayes: McGee, Mulhall, Snow, Albertini, Brereton, Fleury and Gramkowski. Nays: None. Motion carried.

(10) New Business:

- (A) Ord. #686H – 1st Reading: An Ordinance Authorizing the Execution of an Annexation Agreement Between the City of Belvidere and Tanner Industries Inc.
- (B) Ord. #687H – 1st Reading: An Ordinance Annexing Certain Territory Lying South of Hawkey Drive, and East of Irene Road to the City of Belvidere, Boone County, Illinois.
- (C) Ord. #688H – 1st Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to PI, Planned Industrial District (2193 and 2211 Hawkey Drive).
- (D) Ord. #689H – 1st Reading: An Ordinance Amending Section 110-198 of the City of Belvidere Municipal Code (15-Minute Parking Stall – 522 S. State Street).
- (E) Ord. #690H – 1st Reading: An Ordinance Amending Section 114-411 and Section 114-412 of the Belvidere Municipal Code Pertaining to Pretreatment Local Limits.

Let the record show Ordinance #686H, #687H, #688H, #689H and #690H were placed on file for first reading.

- (F) Res. #2024-10 – A Resolution Accepting Revisions to the Pretreatment Local Limits.

Motion by Ald. Mulhall, 2nd by Ald. Snow to adopt Res. #2024-10. Roll Call Vote: 7/0 in favor. Ayes: Mulhall, Snow, Albertini, Brereton, Fleury, Gramkowski and McGee. Nays: None. Motion carried.

Belvidere City Council
July 15, 2024

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of July 8, 2024.

- (A) Motion to allocated amount of \$24,249.00 for the Downtown Façade Improvement Grant as proposed in memo dated June 26, 2024, from Community Development Planner Gina DelRose. Roll Call Vote: 7/0 in favor. Ayes: Snow, Albertini, Brereton, Fleury, Gramkowski, McGee and Mulhall. Nays: None. Motion carried.
- (B) Motion to approve the proposal from CES, Inc. in the amount of \$35,000.00, to complete the engineering for the Manhole Adjustment Project. This work will be paid for from Line Item #41-5-110-8020. Roll Call Vote: 7/0 in favor. Ayes: Albertini, Brereton, Fleury, Gramkowski, McGee, Mulhall and Snow. Nays: None. Motion carried.
- (C) Motion to approve the proposal from Great Lakes Urban Forestry, in the amount of \$69,600.00 to complete the Tree Inventory, Canopy Assessment and Urban Forestry Management Plan for the City. This work will be paid for from grant funds. Roll Call Vote: 7/0 in favor. Ayes: Brereton, Fleury, Gramkowski, McGee, Mulhall, Snow and Albertini. Nays: None. Motion carried.
- (D) Motion to approve the use of \$1 million of ARPA funds in FY25 for costs associated with the replacement of two sludge heaters at the Wastewater Treatment Plant. Roll Call Vote: 7/0 in favor. Ayes: Fleury, Gramkowski, McGee, Mulhall, Snow, Albertini and Brereton. Nays: None. Motion carried.
- (E) Motion to approve the proposal from Baxter & Woodman, in the amount of \$158,000.00 for engineering design and construction services to complete the sludge heaters replacement at the WWTP. This work will be paid for from sewer depreciation line item #61-1790. Roll Call Vote: 7/0 in favor. Ayes: Gramkowski, McGee, Mulhall, Snow, Albertini, Brereton and Fleury. Nays: None. Motion carried.
- (F) Motion to close North Main Street from Perry Street to Menomonie Street from 5:30p.m. to 8:30p.m. for National Night Out on August 6, 2024. Roll Call Vote: 7/0 in favor. Ayes: McGee, Mulhall, Snow, Albertini, Brereton, Fleury and Gramkowski. Nays: None. Motion carried.
- (G) Motion to accept the donation of \$528.00 from Meyer’s Kennel Inc. and the donation of \$100.00 from Midland States Bank to be used, as requested, for the purchase of supplies/equipment for our K9 Unit. Roll Call Vote: 7/0 in favor. Ayes: Mulhall, Snow, Albertini, Brereton, Fleury, Gramkowski and McGee. Nays: None. Motion carried.

Belvidere City Council
July 15, 2024

(11) Adjournment:

Motion by Ald. Albertini, 2nd by Ald. McGee to adjourn meeting at 6:54p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

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

On, August 5, 2024 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 East of Irene Road and South of Hawkey Drive and legally described as follows:

PROPERTY ADDRESS: 2211 & 2193 Hawkey Drive, Belvidere

TAX CODE NO.: 05-33-100-024 and 05-32-200-033

The East 132 feet of lot 12 of Belford Industrial Park, as Subdivision in part of the East Half (1/2) of Section 32 and the West Half (1/2) of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois as recorded on April 10, 1974 in Book 12 of Plats on Page 30 and 31 as Document No. 74-738 in the Boone County Recorder's Office AND the West 135 feet of Lot 14 of the replat of Lot 14 of Belford Industrial Park, a Subdivision in part of the East Half (1/2) of Section 32 and West Half (1/2) of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois as recorded December 23, 1974 as Document No. 74-2773 in the Boone County Recorder's Office, the above described property contains 2.023 acres, more or less, 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 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: July 9, 2024 Sarah Turnipseed, City Clerk

Official Certificate of Publication State of Illinois

County of Boone

City/Village of Belvidere

Rock Valley Publishing, LLC, certifies that it is the publisher of the Belvidere Republican; that such paper is a secular newspaper of general circulation in said county, has been continuously published for more than fifty (50) weeks prior to the first publication of the attached notice; that it is printed and published in the village/city, county and state aforesaid and is a newspaper as defined by 715 ILCS 5/5. It hereby further certifies that a notice, of which the attached notice is a true copy, has been legally published in said newspaper 1 time(s) for 1 consecutive week(s); that the first publication was on the 18th day of July, 2024; the last publication was on the 18th day of July, 2024. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1

Signed Amy Naber

By Amy Naber, for Rock Valley Publishing, LLC

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

On August 5, 2024 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 East of Irena Road and South of Hawkey Drive and legally described as follows:

PROPERTY ADDRESS:
2211 & 2193 Hawkey Drive, Belvidere

TAX CODE NO.: 05-33-100-024 and 05-32-200-033

The East 132 feet of lot 12 of Belford Industrial Park, as Subdivision in part of the East Half (1/2) of Section 32 and the West Half (1/2) of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois as recorded on April 10, 1974 in Book 12 of Plats on Page 30 and 31 as Document No. 74-738 in the Boone County Recorder's Office AND the West 135 feet of Lot 14 of the replat of Lot 14 of Belford Industrial Park, a Subdivision in part of the East Half (1/2) of Section 32 and West Half (1/2) of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois as recorded December 23, 1974 as Document No. 74-3773 in the Boone County Recorder's Office, the above described property contains 2.023 acres, more or less, subject to all easements, encumbrances, county codes and/or ordinances of record, if any, all situated in the Township of Belvidere, the County of Boone and 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: July 9, 2024
Sarah Turnipseed,
City Clerk

(Published in the
Belvidere Republican
July 18, 2024)



Proclamation

WHEREAS, teachers often do not receive the recognition they deserve for dedicating their lives to the children of our community; and

WHEREAS, Jere Ottman spent 46 years teaching physical education that enabled students to take ownership of a lifetime of health and wellness.

WHEREAS, Jere Ottman taught physical education to K-6 at Lincoln Elementary School from 1967-2006; and

WHEREAS, Jere Ottman was an Adjunct Professor in Physical Education at Rockford College, Rockford, Illinois from 2006-2013.

WHEREAS, Jere Ottman coached many sports over his career: Belvidere High School Head Tennis Coach and Assistant Sophomore Basketball Coach and Belvidere Junior High School Assistant Track Coach.

WHEREAS, Jere Ottman taught tennis classes at the Belvidere Park District for over 35 summers and taught several years of pickleball.

WHEREAS, Jere Ottman accomplished great things during his career by designing the new gym facility, organized fundraisers for an outdoor fitness center and equipment and ran annual track meets and the spring running program at Lincoln Elementary School; and

WHEREAS, teachers spend countless hours preparing curriculum, evaluating progress, counseling and coaching students and performing community services; and

NOW, THEREFORE, I, Clinton Morris, Mayor of Belvidere, do hereby recognize Jere Ottman for his dedication and caring for the youth, his passionate leadership towards providing quality physical education for all children making the Belvidere Community a better place to live and issue this proclamation along with a Key to the City of Belvidere.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Belvidere to be affixed this 5th day of August, 2024.

Clinton Morris, Mayor
City of Belvidere





Proclamation

WHEREAS, teachers often do not receive the recognition they deserve for dedicating their lives to the children of our community; and

WHEREAS, Paul Condon spent 34 years teaching physical education that enabled students to take ownership of a lifetime of health and wellness.

WHEREAS, Paul Condon taught physical education to 1st- 6th graders at Perry Elementary School from 1969 to 1997; and

WHEREAS, Paul Condon taught physical education to 7th graders at Belvidere Junior High School from 1997 to 2002; and

WHEREAS, Paul Condon taught physical education to 6th, 7th and 8th graders at Belvidere Central Middle School from 2002 to 2003; and

WHEREAS, Paul Condon coached many sports over his career: Belvidere Jr. High School Track and Field, Belvidere Central Middle School Cross Country, Belvidere High School Girls Track and Field and Belvidere High School Assistant Coach for Girls and Boys Cross Country.

WHEREAS, Paul Condon also coached many programs outside the school district: YMCA and Belvidere Park District summer track and field for many years; Belvidere Park District Tee Ball, Bantam Ball and an Outdoor Adventures Class.

WHEREAS, teachers spend countless hours preparing curriculum, evaluating progress, counseling and coaching students and performing community services; and

NOW, THEREFORE, I, Clinton Morris, Mayor of Belvidere, do hereby recognize Paul Condon for his dedication and caring for the youth, his passionate leadership towards providing quality physical education for all children making the Belvidere Community a better place to live and issue this proclamation along with a Key to the City of Belvidere.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Belvidere to be affixed this 5th day of August, 2024.

Clinton Morris, Mayor
City of Belvidere



Minutes
Committee of the Whole
Public Safety and Finance and Personnel
July 22, 2024
6:00 p.m.

Date: July 22, 2024

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

Call to Order – Mayor Clinton Morris:

Roll Call:

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

Absent: None.

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.

Mayor Morris with City Council Consent moved Public Forum first on the Agenda.

Public Forum:

Police Chief Eric Barden with the Illinois Association of Chiefs of Police along with Police Chief Woody recognized and presented Valor awards to Officer Danielak, Officer McDermott, Officer Weiland, Officer Reese, Officer Ellingson, Officer Garcia and Officer Rackley for their response to the tornado on March 31, 2023.

Public Comment:

1. Linda Kuhl spoke regarding garbage service.
2. John Hemphill spoke regarding garbage service.
3. Gary Kamholtz spoke regarding garbage service.
4. Lloyd Roberts spoke regarding garbage service.
5. Ald. Dan Snow announced his resignation of Ward 2 Alderman effective July 31, 2024.

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 – Acceptance of Donation.

Motion by Ald. Fleury, 2nd by Ald. Snow to accept a donation of \$50.00, check #1533 from the Boone Retired Teachers for the purchase of supplies/equipment for our K9 Unit. Aye voice vote carried. Motion carried.

- (C) Fire Department – Update.

Fire Chief Shawn Schadle presented an update.

- (D) Fire Department – GEMT Intergovernmental Agreement.

Motion by Ald. Stevens, 2nd by Ald. Albertini to approve authorization for the Mayor to execute the Intergovernmental Agreement between the Illinois Department of Healthcare and Family Services and the City of Belvidere for supplemental ambulance rates. Discussion took place regarding ambulance deficit. Aye voice vote carried. Motion carried.

3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
 - (A) Finance Department – Update.

Budget and Finance Office Shannon Hansen presented an update.

5. Other:
 - (A) Appointment of Maegen English to the IDA Public Library Board of Trustees.

Motion by Ald. Gramkowski, 2nd by Ald. Stevens consenting to the appointment of Maegen English to the Board of Library Trustees of the City of Belvidere to fill the remaining term created by the resignation of James Lee with a term expiring July 1,

2026. Discussion took place regarding if application was submitted to the IDA Public Library Board. Aye voice vote carried. Motion carried.

(B) ARPA Funds – Ald. Albertini.

Motion by Ald. Albertini, 2nd by Ald. Mulhall to use the remaining ARPA Funds (\$21,356.69) to remodel the council chambers. Discussion took place regarding condition of furniture in council chambers and grant funds. Nay voice vote carried. Ayes: Albertini. Motion lost.

(C) Garbage Services – Ald. Snow.

Discussion took place regarding opt-out, contract and service with Rock River Disposal Services, Inc.

(D) Water & Sewer – Step 2 Rate Increase.

Motion by Ald. Stevens, 2nd by Ald. McGee to approve the second step increase to the water rate, in the amount of \$0.15/HCF, to be effective August 1, 2024. Discussion took place regarding water rate step increase. Roll Call Vote: 6/4 in favor. Ayes: Fleury, Frank, McGee, Mulhall, Snow and Stevens. Nays: Albertini, Brereton, Freeman and Gramkowski. Motion carried.

Motion by Ald. McGee, 2nd by Ald. Stevens to approve the second step increase to the sewer rate, in the amount of \$0.20/HCF, to be effective September 1, 2024. Discussion took place regarding sewer rate step increase. Roll Call Vote: 6/4 in favor. Ayes: Frank, McGee, Mulhall, Snow, Stevens and Fleury. Nays: Brereton, Freeman, Gramkowski and Albertini. Nays: None. Motion carried.

(E) Executive Session to Review Executive Session Minutes pursuant to 2(c)(21) of the Open Meetings Act.

Motion by Ald. Snow, 2nd by Ald. Mulhall to go into Executive Session at 8:00p.m. to Review Executive Session Minutes pursuant to 2(c)(21) of the Open Meetings Act. Roll Call Vote: 10/0 in favor. Ayes: Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall, Snow, Stevens, Albertini and Brereton. Nays: None. Motion carried.

Motion by Ald. Frank, 2nd by Ald. McGee to move out of Executive Session at 8:10p.m. Roll Call Vote: 10/0 in favor. Ayes: Frank, Freeman, Gramkowski, McGee, Mulhall, Snow, Stevens, Albertini, Brereton and Fleury. Nays: None. Motion carried.

6. Adjournment:

Motion by Ald. Snow, 2nd by Ald. Gramkowski to adjourn meeting at 8:10p.m. Aye voice vote carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk

ORDINANCE #686H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT BETWEEN THE
CITY OF BELVIDERE AND
TANNER INDUSTRIES INC.

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, Tanner Industries Inc. is the owner (the Current Owner) 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, the Owner is 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 July, 2024

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 July 03, 2024,

by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County, Illinois (The "City") and Tanner Industries Inc. (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, the Property has already been developed and improved as industrial property and the Owner intends to continue using the Property for industrial purposes; 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 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 Planned 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 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 upon execution of this Agreement, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions of this Agreement.
3. City Zoning, Upon execution of this Annexation Agreement, pursuant to 65 ILCS 5/11-15.1-2.1, the Property will be automatically zoned Rural Holding (RH). Upon execution of this Annexation Agreement the City and Owner shall cause the Property to be re-zoned to the City's Planned Industrial District. Further, Owner agrees that the following conditions and covenants shall apply to the Property and shall be made a part of all final plats and run with the land:
 - A. No sexually oriented business will operate on the Property, including but not limited to, adult arcades, bookstores, video stores, cabaret, motels, motions picture theaters, theaters, etc.

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

4. Sanitary Sewer Service. The City will allow Owner to extend and connect to the City-operated sanitary sewer system according to the preliminary design plan and specifications shown on the attached Exhibit D which is incorporated herein. Prior to commencing construction, Owner 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 shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, Owner 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 further agrees that, prior to connection to the City's sanitary sewer system, Owner shall cause the Property to be disconnected from the any sanitary district having jurisdiction. The City shall not be obligated to allow connection to its system 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 the City. The connection fees, as of the date of this Agreement, are shown on the attached Exhibit G, but may be amended time to time by the City. Owner(s) shall do all steps necessary to disconnect the Property from any other unit of local government providing water service.

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

7. Construction. 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. No structure or building shall be constructed within a one-hundred-year flood plain without specific written consent of the City. Owner shall not subdivide or re-develop the Property in the future without the specific written consent of the City which consent shall not be unreasonably withheld. In the event of such a subdivision or re-development in the future, Owner agrees that the property will only be subdivided or re-developed as a part of a Planned Development (special use). Approval of this Agreement, or any site plan or other plat included or referenced herein, shall not be construed or interpreted as approval of either a preliminary plat or a final plat or of any planned unit development.

Owner shall construct and complete all public improvements required by this Agreement, those bonded and required by the City's subdivision control ordinance and any other public improvements, including but not limited to, sidewalks, streets and sewer and water mains, within eighteen (18) months of approval of any final plat of subdivision or planned development or if there is no subdivision or planned development, within such time as permitted by a relevant permit. At such time as Owner 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 Owners 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 thirty (30) days from the date of the inspection. If all public improvements are not completed within the time allowed, or the punch list items are not completed to the City's satisfaction within the time allowed, the City may deny any future permits for the Property or may revoke any existing permits until such time as the improvements are complete 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 surety and other remedies contained within this Agreement.

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

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

approved final plat. Prior to commencing construction, Owner shall submit final engineering plans for review and approval to the Department of Public Works and, if abutting a state road, to the Illinois Department of Transportation or any other government agency having jurisdiction and control over said road. Owner shall not commence construction until final engineering plans are approved by Public Works and all other applicable agencies.

10. Fees.

A. 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.

B. 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 .

11. Legal, Engineering, and Planning Costs. Owner agrees to pay the City's costs of enforcing this Agreement or any applicable zoning ordinance or other City ordinance or code with respect to the development of the Property, including but not limited to the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement.

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

13. Indemnification: The Parties agree that the Owner(s) shall indemnify, defend and hold the City, its officers, employees, and elected and appointed officials harmless from any damages, claims, or causes of action which are in any way related to their activities in developing or operating the Property. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act.

14. 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.

15. Remedies. Either party may enforce this Agreement by any action or proceeding at law or in equity, and may exercise any remedy at law or in equity. The parties agree that any action relating to this Agreement shall be brought in the Circuit Court for the 17th Judicial Circuit Boone County, Illinois and both parties submit to jurisdiction and venue in that Court. Notwithstanding the foregoing, before any failure of either party to this Agreement to perform its obligations under this agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty

(30) days of receipt of such notice. Notwithstanding the foregoing, if the Owner does not pay any fee or cost provided in this Agreement, the City may withhold the issuance of building permits until payment is received, or if the appropriate deposit is not deposited, withhold approval of any annexation, plat of subdivision, or special use until said deposit is delivered.

16. 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.

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

18. 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.

19. 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: John Long
Tanner Industries Inc.
735 Davisville Rd.
3rd Floor
Southampton, PA 18966

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.

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

21. 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.

22. 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. The term Owner's in this Agreement is deemed to include the existing Owner's at the time of execution as well as all future Owner's, successors, grantees, lessees and assigns. Owners agree to record this Agreement at the Boone County Records office immediately upon its execution.

23. 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.

24. 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.

25. 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, 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

ATTEST:

City Clerk

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

Tanner Industries LLC
By: _____
Its _____

Subscribed and Sworn to
before me this 3RD day.
of JULY, 2024.

Edward J. Colfer
Notary Public

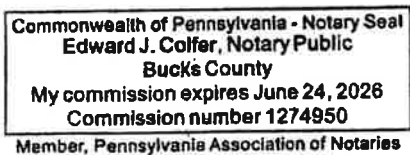


EXHIBIT LIST

- 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 ADDRESS: 2211 & 2193 Hawkey Drive, Belvidere

TAX CODE NO.: 05-33-100-024 and 05-32-200-033

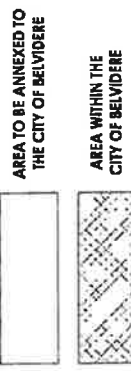
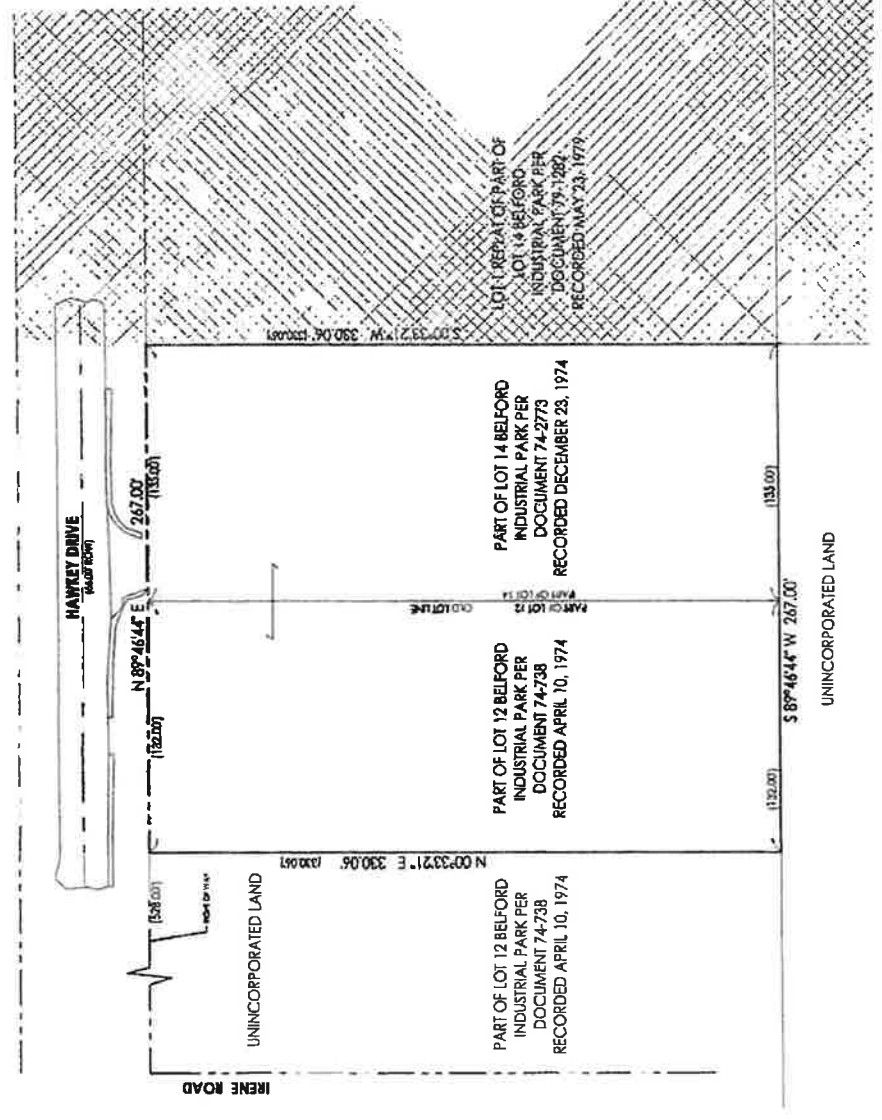
The East 132 feet of lot 12 of Belford Industrial Park, as Subdivision in part of the East Half (1/2) of Section 32 and the West Half (1/2) of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois as recorded on April 10, 1974 in Book 12 of Plats on Page 30 and 31 as Document No. 74-738 in the Boone County Recorder's Office AND the West 135 feet of Lot 14 of the replat of Lot 14 of Belford Industrial Park, a Subdivision in part of the East Half (1/2) of Section 32 and West Half (1/2) of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois as recorded December 23, 1974 as Document No. 74-2773 in the Boone County Recorder's Office, the above described property contains 2.023 acres, more or less, 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 State of Illinois.

EXHIBIT B
ANNEXATION PLAT

PLAT OF ANNEXATION

THE EAST 132 FEET OF LOT 12 OF BELFORD INDUSTRIAL PARK, A SUBDIVISION IN PART OF THE EAST HALF (1/2) OF SECTION 32 AND THE WEST HALF (1/2) OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS AS RECORDED ON APRIL 10, 1974 IN BOOK 12 OF PLATS ON PAGE 30 AND 31 AS DOCUMENT NO. 74-738 IN THE BOONE COUNTY RECORDER'S OFFICE AND THE WEST 135 FEET OF LOT 14 OF THE REPLAT OF LOT 14 OF BELFORD INDUSTRIAL PARK, A SUBDIVISION IN PART OF THE EAST HALF (1/2) OF SECTION 32 AND THE WEST HALF (1/2) OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS AS RECORDED DECEMBER 23, 1974 AS DOCUMENT NO. 74-2773 IN THE BOONE COUNTY RECORDER'S OFFICE, THE ABOVE DESCRIBED PROPERTY CONTAINS 2.023 ACRES, MORE OR LESS, 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 STATE OF ILLINOIS.

PIN: 05-33-100-024 & 05-32-200-033
 2211 & 2193 HAWKEY DRIVE, BELVIDERE, IL 61008
 AREA = 88,118 SQUARE FEET OR 2.023 ACRES MORE OR LESS



- NOTES:**
1. THIS PLAT IS INSTRUMENT NUMBERED BY THE STATE OF ILLINOIS.
 2. COMPLETE ALL OTHER WORK, INCLUDING ANY SURVEY, BEFORE ANY APPLICABLE LAW IS ENFORCED.
 3. NO CHANGES ARE TO BE MADE TO THE SCALE OR DIMENSIONS.
 4. THE PLAT OF THIS PROPERTY IS SUBJECT TO ALL APPLICABLE ORDINANCES OF THE CITY OF BELVIDERE.
 5. RECORDING AND COMPASSION TO THE RECORDS, INCLUDING THE RECORDS OF THE CITY OF BELVIDERE.
 6. LIST OF ALL EASEMENTS.

SURVEYOR CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF BOONE

FOR REVIEW
 I, ATTORNEY AT LAW, HAVE EXAMINED THE INSTRUMENTS AND RECORDS REFERRED TO IN THIS PLAT AND HAVE CONCLUDED THAT THE INSTRUMENTS AND RECORDS REFERRED TO IN THIS PLAT ARE CORRECT AND VALID AND THAT THE INSTRUMENTS AND RECORDS REFERRED TO IN THIS PLAT ARE SUBJECT TO ALL APPLICABLE ORDINANCES OF THE CITY OF BELVIDERE.

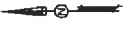
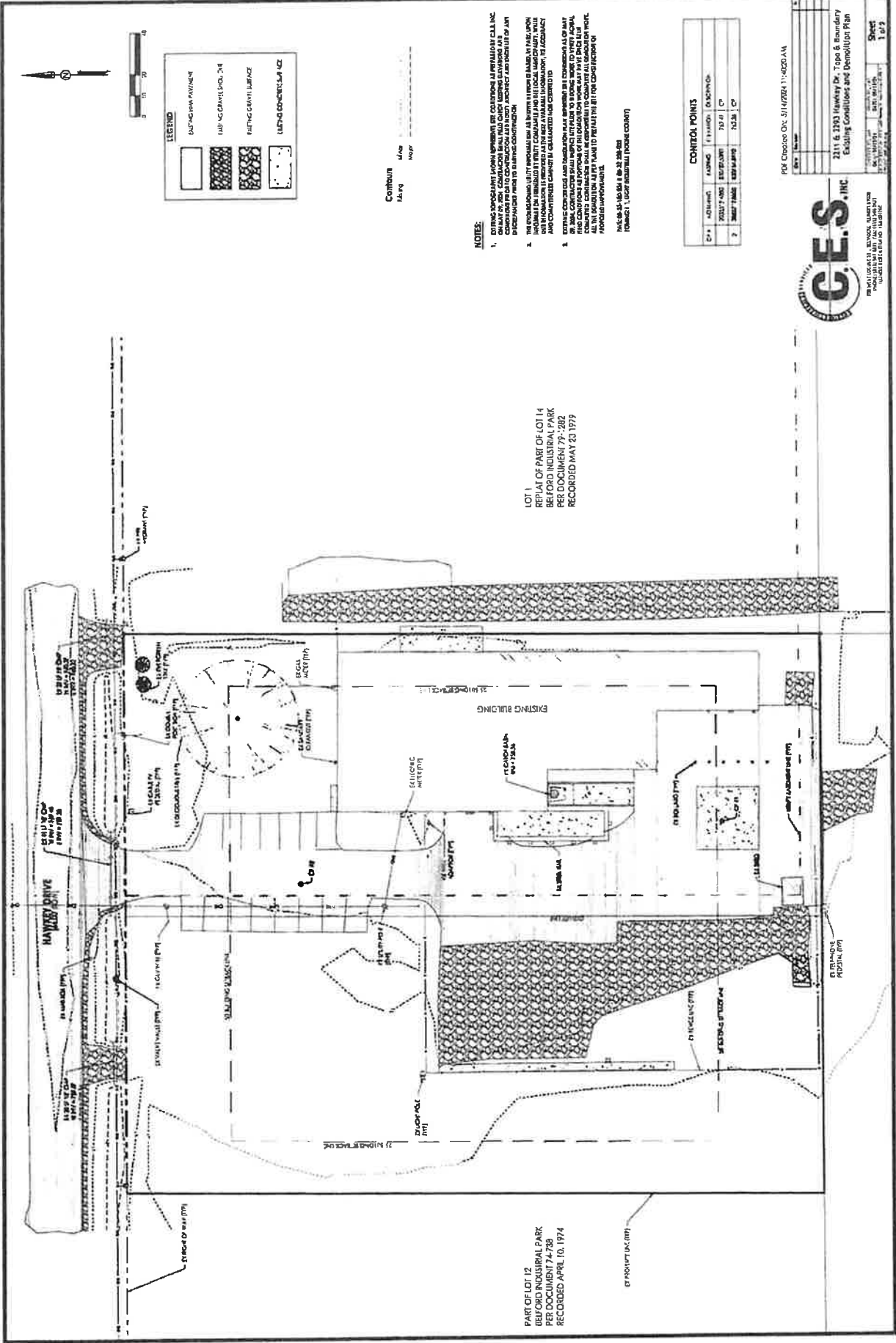
G.E.S. INC.
 100 WEST LOCUST ST., BELVIDERE, ILLINOIS 61008
 TEL: 815/336-1111 FAX: 815/336-1112

CLIENT: TANNER INDUSTRIES
 CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

DATE: 05-23-2024 DRAWN BY: JAS
 PROJECT NAME: 2211 & 2193 HAWKEY DRIVE BELVIDERE, ILLINOIS
 SHEET 1 of 1

EXHIBIT C

SITE PLAN



LEGEND

[Hatched pattern]	EXISTING DRIVEWAY SURFACE
[Hatched pattern]	EXISTING DRIVE SURFACE
[Hatched pattern]	EXISTING CONCRETE SLAB

Contour
1:50
1" = 50'

PART OF LOT 13
BELFORD INDUSTRIAL PARK
PER DOCUMENT 74-738
RECORDED APRIL 10, 1974

LOT 1
REPLAT OF PART OF LOT 14
BELFORD INDUSTRIAL PARK
PER DOCUMENT 77-282
RECORDED MAY 23, 1975

- NOTES:**
1. EXISTING BUILDING (SHOW NUMBER) OR CONTOUR AS INDICATED BY CALLING DIMENSION SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED BY ANY OTHER DIMENSION OR NOTE.
 2. THE PROPOSED DRIVEWAY SHALL BE MAINTAINED AS SHOWN UNLESS OTHERWISE INDICATED BY ANY OTHER DIMENSION OR NOTE.
 3. THE PROPOSED DRIVEWAY SHALL BE MAINTAINED AS SHOWN UNLESS OTHERWISE INDICATED BY ANY OTHER DIMENSION OR NOTE.
 4. THE PROPOSED DRIVEWAY SHALL BE MAINTAINED AS SHOWN UNLESS OTHERWISE INDICATED BY ANY OTHER DIMENSION OR NOTE.
 5. THE PROPOSED DRIVEWAY SHALL BE MAINTAINED AS SHOWN UNLESS OTHERWISE INDICATED BY ANY OTHER DIMENSION OR NOTE.

CONTROL POINTS

CP #	ADJUSTED ELEVATION	STATIONING	DESCRIPTION
1	79.71	STATION 1	TOP OF CURB
2	79.71	STATION 2	TOP OF CURB

FOR CHANCE OK: 5/14/2021 11:40:00 AM

GES, INC.
 2117 G. HAWLEY DR., TOPO & BOUNDARY
 EXISTING CONDITIONS AND DEMOLITION PLAN
 SHEET 1 OF 2

EXHIBIT D

PRELIMINARY SEWER PLAN

Owner(s) shall extend the City owned sanitary sewer main from its current terminus (located at the intersection of Indy Drive and Hawkey Drive) approximately 650 lineal feet to the far West side of the Property at Owner(s) cost pursuant to designs and engineering prepared by Owner(s) and approved by the City. Upon completion, and City acceptance, of the extended sanitary sewer main, the extended sanitary sewer main shall automatically be deemed dedicated to the City of Belvidere. Owner(s) agree to execute any documents necessary to effectuate the dedication.

EXHIBIT E SEWER FEES

Owner(s) shall pay the Sewer Connection Fees and other fees of general applicability at the rate then in effect at the time of the earlier to occur of annexation, issuance of a building permit lot or approval of any Plat of Subdivision or Planned Unit Development. All applicable recapture fees shall be paid immediately upon annexation.

EXHIBIT F
PRELIMINARY WATER DESIGN PLAN
NOT APPLICABLE

EXHIBIT G

WATER FEES

Owner(s) shall pay the Water Connection Fees, and other fees of general applicability at the rate then in effect at the time of the earlier to occur of issuance of a building permit or approval of any Plat of Subdivision or Planned Unit Development. All applicable recapture fees including, but not limited to those imposed by Ordinance 675H, shall be paid immediately upon annexation.

EXHIBIT I

OFFSITE IMPROVEMENTS

**OTHER THAN WATER AND SEWER EXTENSIONS, NOT APPLICABLE AS THE
SUBDIVISION IS ALREADY CONSTRUCTED.**

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 annexation. 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) Intentionally Blank
- 8) IDA Public Library: \$80.00 per lot (per unit in multi-family).
- 9) Storm Water Basin Fee: \$50.00
- 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
Apartments					
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
Single Family Attached					
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
Single Family Detached					
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

**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
Apartments					
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
Single Family Attached					
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
Single Family Detached					
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

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	\$4,858,851.00
Capital Funds	\$373,214.00
Building Fund	\$750,000.00
PSB Expenses	\$538,772.00
sub total	\$6,519,837.00
Total Expenditures /	Population = Cost Per Person
\$6,519,837.00	23532 \$277.01
CPP x PPD	POLICE IMPACT FEE
	\$812.20 per du

II FIRE

General Operations	\$3,172,853.00
Capital Funds	\$575,000.00
Building Fund	\$2,000,000.00
sub total	\$5,747,853.00
Total Expenditures /	Population = Cost Per Person
5,747,853.00	23,532.00 244.25
CPP X PPD	FIRE IMPACT FEE
	\$716.14 per du

III PUBLIC WORKS

General Operations	\$186,827.00
Streets	\$1,280,276.00
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
	\$338.03 per due

TOTAL RESIDENTIAL IMPACT FEE **\$1,864.38** 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 **\$1,864.38** per unit plus 10% admin Fee if paid at Building permit

BELVIDERE SCHOOL DONATION FORMULA

	Acres/School	Max. Students	Acres/Student
Elementary School	16	600	0.02667
Junior High 7th & 8th	30	900	0.033
High School	70	1500	0.047

	Acres/School	\$/Acre	\$ per student
Elementary	0.02667	\$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

Subscribed and Sworn to
before me this 3RD day.
of JULY, 2024.

Edward J. Colfer

Notary Public

Commonwealth of Pennsylvania - Notary Seal
Edward J. Colfer, Notary Public
Bucks County
My commission expires June 24, 2026
Commission number 1274950
Member, Pennsylvania Association of Notaries

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PLANNED DEVELOPMENT

Any future development of subdivision of the Property shall only occur pursuant to a Planned Development approved by the City.

ORDINANCE #687H

AN ORDINANCE ANNEXING CERTAIN TERRITORY
LYING SOUTH OF HAWKEY DRIVE, AND
EAST OF IRENE 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, no eligible electors reside in the Territory; and

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

WHEREAS, section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) authorize municipalities to annex contiguous territory upon the written petition signed by the owners of record and at least 51% of the electors residing in the territory; 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 Plat of Annexation attached hereto as Exhibit A, which is incorporated herein by this reference, is hereby annexed to the City of Belvidere, Boone County, Illinois.

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

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

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

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

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

Passed by the City Council of the City of Belvidere, Illinois this ___ day of August, 2024.

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

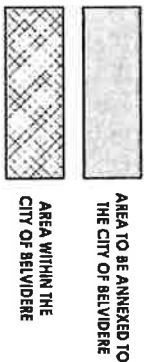
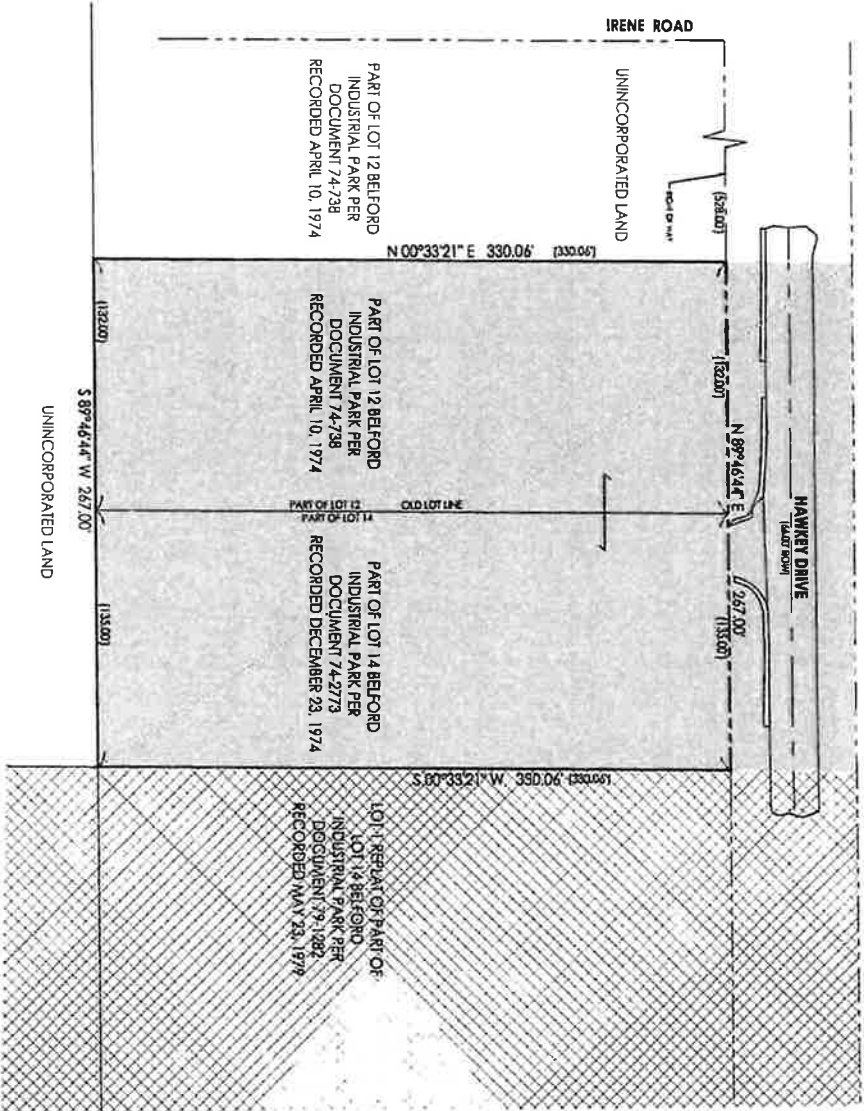
Belvidere, Illinois 61008

EXHIBIT A

PLAT OF ANNEXATION

THE EAST 132 FEET OF LOT 12 OF BELFORD INDUSTRIAL PARK, A SUBDIVISION IN PART OF THE EAST HALF (1/2) OF SECTION 32 AND THE WEST HALF (1/2) OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS AS RECORDED ON APRIL 10, 1974 IN BOOK 12 OF PLATS ON PAGE 30 AND 31 AS DOCUMENT NO. 74-738 IN THE BOONE COUNTY RECORDER'S OFFICE AND THE WEST 135 FEET OF LOT 14 OF THE REPLAT OF LOT 14 OF BELFORD INDUSTRIAL PARK, A SUBDIVISION IN PART OF THE EAST HALF (1/2) OF SECTION 32 AND THE WEST HALF (1/2) OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOONE COUNTY, ILLINOIS AS RECORDED DECEMBER 23, 1974 AS DOCUMENT NO. 74-2773 IN THE BOONE COUNTY RECORDER'S OFFICE, THE ABOVE DESCRIBED PROPERTY CONTAINS 2.023 ACRES, MORE OR LESS, 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 STATE OF ILLINOIS.

2211 & 2193 HAWKEY DRIVE, BELVIDERE, IL 61008
 PIN: 05-33-100-024 & 05-32-200-033
 AREA = 88,118 SQUARE FEET OR 2.023 ACRES MORE OR LESS



NOTES:

1. THIS PLAT IS A PRELIMINARY PLAT AND DOES NOT REPRESENT A FINAL SURVEY.
2. THE PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF RECORD.
3. THE PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF RECORD.
4. THE PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF RECORD.
5. THE PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF RECORD.

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly qualified and sworn as a Surveyor in and for the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears in my office.

FOR REVIEW

APPROVED AND FORWARDED:

DATE: _____

CLIENT: TANNER INDUSTRIES

CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

DATE: 05/23/2011

PROJECT NUMBER: 1001

SHEET: 1 OF 1

GES

700 WEST LOCUST ST., BELVIDERE, ILLINOIS 61008

PHONE: (815) 361-8100 FAX: (815) 361-8101

WWW.GES-SURVEYING.COM

ORDINANCE #688H

**AN ORDINANCE GRANTING A ZONING DISTRICT CHANGE
FROM RH, RURAL HOLDING DISTRICT
TO PI, PLANNED INDUSTRIAL DISTRICT
(2193 and 2211 Hawkey Drive)**

WHEREAS, a written application has been made by the property owner, Tanner Industries, Inc., 735 Davisville Road, Southampton, PA 18966 to obtain a zoning district change from the RH, Rural Holding District to the PI, Planned 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 public hearings on June 11, 2024 and July 9, 2024 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:

The East 132 feet of lot 12 of Belford Industrial Park, as Subdivision in part of the East Half (1/2) of Section 32 and the West Half (1/2) of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois as recorded on April 10, 1974 in Book 12 of Plats on Page 30 and 31 as Document No. 74-738 in the Boone County Recorder's Office AND the West 135 feet of Lot 14 of the replat of Lot 14 of Belford Industrial Park, a Subdivision in part of the East Half (1/2) of Section 32 and West Half (1/2) of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois as recorded December 23, 1974 as Document No. 74-2773 in the Boone County Recorder's Office, the above described property contains 2.023 acres, more or less, 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 State of Illinois. PINs: 05-33-100-024 and 05-32-200-033

is changed and amended from RH, Rural Holding District to the PI, Planned 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
_____ 2024.

APPROVED by the Mayor of the City of Belvidere this _____ day of
_____ 2024.

Clinton Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____

Nays: _____

Absent: _____

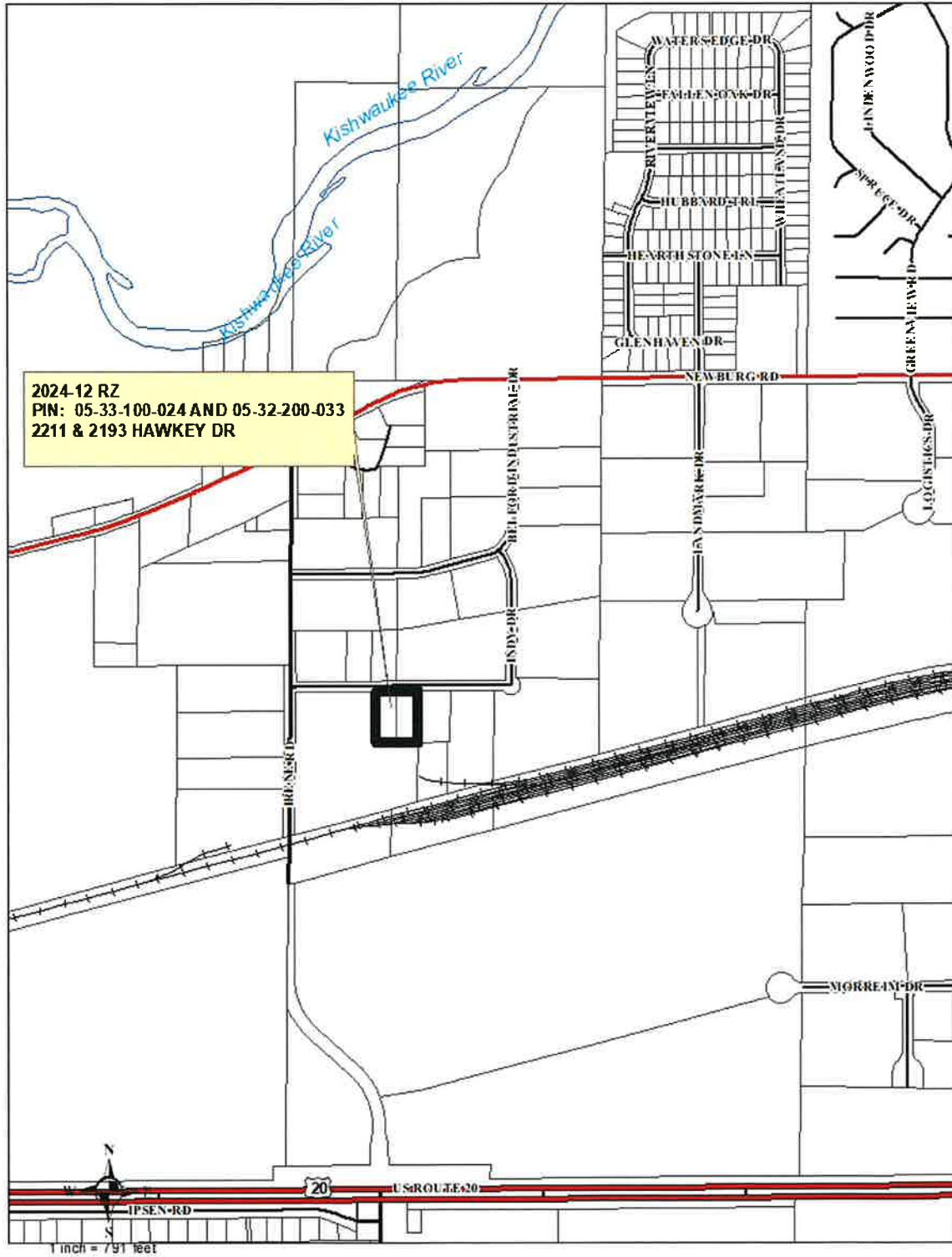
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



Ordinance #690H
AN ORDINANCE AMENDING
SECTION 114-411 AND SECTION 114-412
OF THE BELVIDERE MUNICIPAL CODE
PERTAINING TO PRETREATMENT LOCAL LIMITS

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

SECTION 1: Section 114-411 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: Section 114-412 of the City of Belvidere Municipal Code is amended to read as set forth in the attached Exhibit B which is incorporated herein by this reference.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Ayes: .

Nays: .

Absent:

Passed:

Approved:

Mayor Clinton Morris

ATTEST: _____

City Clerk Sarah Turnipseed

(SEAL)

EXHIBIT A

Sec. 114-411. Non-toxic pollutants.

No user shall discharge any wastewater containing concentrations greater than the local limits as set forth below into any sewers that connect either directly or indirectly to the POTW works.

Pollutant (total unless otherwise listed)	Concentration
Oil and grease—Petroleum	100 mg/l
Oil and grease – Non-Petroleum	200 mg/l

(Ord. No. 308H, § 1, 9-6-16)

EXHIBIT B

Sec. 114-412. Toxic pollutants—Local limits.

The following are the local limits established by the city council. No user shall discharge any wastewater containing concentrations greater than the daily maximum or instantaneous local limits as set forth below into any sewers that connect either directly or indirectly to the POTW works. Multiple industrial discharges from a permitted facility may be combined with the following limitations upon approval by the POTW.

Pollutant (total unless otherwise listed)	Concentration (mg/l)	
	Daily maximum	Instantaneous
Arsenic	1.1	
Cadmium	0.2	
Chromium	10.0	
Chromium (hexavalent)		3.0
Copper	1.15	
Cyanide		0.4
Lead	0.4	
Mercury (see section 324 of this Code)	0.0005	
Nickel	1.0	
Silver	1.2	
Zinc	1.2	
Biochemical Oxygen Demand	3,580 mg/l	
Total Suspended Solids	1,950 mg/l	

Individual wastewater discharge permits identify requirements for testing of these pollutants.

(Ord. No. 308H, § 1, 9-6-16)

Ordinance #691H
AN ORDINANCE AMENDING
SECTION 114-231 AND APPENDIX A
OF THE BELVIDERE MUNICIPAL CODE
TO MODIFY WATER AND SEWER RATES

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

SECTION 1: Section 114-231 is amended to read as follows:

Sec. 114-231. Rate inside city limits.

The water service rate to be charged each user located within the city limits for all water service shall be \$1.87 per 100 cubic feet.

SECTION 2: That portion of Appendix A of the City of Belvidere Municipal Code identifying fees for section 114-231 is amended to read as set forth in the attached Exhibit A, which is incorporated herein by this reference.

SECTION 3: Effective September 1, 2024, that portion of Appendix A of the City of Belvidere Municipal Code identifying fees for section 114-352(b)(2) is amended to read as set forth in the attached Exhibit A, which is incorporated herein by this reference.

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

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

SECTION 6: This Ordinance shall be effective upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes: .

Nays: .

Absent: .

Passed:

Approved:

Mayor Clinton Morris

ATTEST: _____

City Clerk Sarah Turnipseed

(SEAL)

EXHIBIT A

114-231	Water Rates (per 100 cubic feet)	Public Works	\$1.87
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<u>114-354</u>	Sanitary Sewer Charges	Public Works	
	(b)(1) Basic User Charge	Public Works	6.50/bi-mo + sewer meter maint. charge.
	Annual <u>sewer flow meter</u> maintenance charge	Public Works	700.00
	(b)(2) Basic user rate plus debt service	Public Works	\$3.16/ <u>100 cu. Ft.</u>

J:\Draft Ordinances\Ordin july water and sewer rate increase step one.doc

RESOLUTION #2024-11

**RELEASE OF CERTAIN EXECUTIVE
SESSION MINUTES PURSUANT TO 5 ILCS 120/1 Et. Seq.**

WHEREAS, the Corporate Authorities of the City of Belvidere have met, from time to time, in executive session for purposes authorized by the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) (Hereinafter the Act); and

WHEREAS, pursuant to the Act, the Mayor and City Council have met in closed session to review the minutes of all closed sessions to determine if it is necessary to protect the public interest, or the privacy of any individual, by keeping said minutes confidential; and

WHEREAS, the Mayor and City Council determined that a need for confidentiality still exists as to the executive session minutes identified on the attached Schedule A; and

WHEREAS, the Mayor and City Council determined that the minutes of the meetings listed on the attached Schedule B no longer require confidential treatment and should be made available for public inspection.

IT IS THEREFORE RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF BELVIDERE AS FOLLOWS:

Section 1: The Executive Session minutes from those meetings set forth on Schedule B, attached hereto and incorporated herein are hereby released. The City Clerk is hereby authorized to make said minutes available for public inspection and copying in accordance with the standing procedures of the office of the City Clerk.

Section 2: The City Clerk is also authorized and directed to destroy the verbatim record, if any, of the executive sessions identified in Schedule B for destruction, but only in compliance with Section 2.06 of the Open Meetings Act (5 ILCS 120/2.06).

Ayes:

Nays:

Absent:

Date Approved:

By: _____
Mayor

Attest: _____
City Clerk

SCHEDULE A

October 19, 2020
October 26, 2020
August 3, 2020
August 2, 2021
January 24, 2022
May 16, 2022
November 14, 2022
February 13, 2023
July 24, 2023
September 5, 2023
January 22, 2024
February 12, 2024
July 1, 2024

SCHEDULE B

September 6, 2022
January 17, 2023
September 11, 2023