

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
AGENDA

December 6, 2021

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 7:00 p.m.  
Mayor Clinton Morris presiding.

(1) Roll Call:

(2) Pledge of Allegiance:  
Invocation: Mayor Morris

(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  
November 15, 2021; as presented.

(5) Public Hearing: Annexation Agreement – 2106 N. State Street, Belvidere, Illinois.

(6) Special Messages and Proclamations:

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Minutes of Committee of the Whole – Public Safety, Finance & Personnel of  
November 22, 2021 as presented.

(9) Unfinished Business:

(A) Ord.#556H – 2<sup>nd</sup> Reading: An Ordinance Authorizing the Execution of An  
Annexation Agreement Between the City of Belvidere and Carl A. Larson  
Relating 2106 North State Street.

(B) Ord.#557H – 2<sup>nd</sup> Reading: An Ordinance Annexing Certain Territory Located  
at 2106 North State Street to the City of Belvidere, Boone County, Illinois.

(C) Ord.#558H – 2<sup>nd</sup> Reading: An Ordinance Granting a Zoning District Change  
from RH, Rural Holding District to SR-6, Single-Family Residential -6  
District (2106 North State Street).

(10) New Business:

- (A) Ord. #553H – 1<sup>st</sup> Reading: An Ordinance Levying Taxes for all Corporate Purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2021 and ending April 30, 2022.
- (B) Ord. #554H – 1<sup>st</sup> Reading: An Ordinance Making a Levy and Providing for a Special Service Area #2 Tax in the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2021 and ending April 30, 2022.
- (C) Ord. #555H – 1<sup>st</sup> Reading: An Ordinance Making a Levy and Providing for a Special Area #3 Tax in the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2021 and end April 30, 2022.
- (D) Ord. #559H – 1<sup>st</sup> Reading: An Ordinance Vacating a Portion of an Alley Generally Lying North of 121 N. State Street in the City of Belvidere, Illinois.
- (E) Ord. #560H – 1<sup>st</sup> Reading: An Ordinance Authorizing the Execution of a Cable Franchise Agreement between the City of Belvidere and Comcast of Illinois/Indiana/Ohio LLC.
- (F) Ord. #561H – 1<sup>st</sup> Reading: An Ordinance Authorizing the Sale of Certain Personal Property (Fire Department Vehicle).

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of November 22, 2021.

Motion of Public Safety- Chairman Clayton Stevens:

- (A) Motion to approve accepting the donation of a protective vest for K9 Solo from Vested Interest in K9s, Inc.
- (B) Motion to approve accepting the \$500.00 donation from Magna Exteriors Belvidere to the Belvidere Fire Department.

Motions of Finance and Personnel- Chairman Ric Brereton:

- (C) Motion to accept the 2021 Tax Levy Request from the Belvidere Fire Pension Fund (this request will be levied as part of the 2021 Tax Levy Ordinance).
- (D) Motion to accept the 2021 Tax Levy Request from the Belvidere Police Pension Fund (this request will be levied as part of the 2021 Tax Levy Ordinance).

Motions of Public Works- Chairman Marsha Freeman:

- (E) Motion to vacate the unimproved alley off of Starr Street between 8<sup>th</sup> Avenue and 9<sup>th</sup> Avenue.

(F) Motion to approve the proposal from Ceroni Piping, in the amount of \$22,602.00, for furnishing and installing a new air handling unit in the Chemical/Centrifuge building at the WWTP. This equipment will be paid for from the plant depreciation fund.

(11) Adjournment:

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
MINUTES

Date: November 15, 2021

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere Illinois  
at 7:00 p.m.

Call to order by Mayor Clinton Morris.

(1) Roll Call: Present: R. Brereton, M. Fleury, W. Frank, M. Freeman,  
M. McGee, T. Porter, S. Prather  
D. Snow and C. Stevens.

Absent: N. Mulhall.

Other staff members in attendance:

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

(2) Pledge of Allegiance:

Invocation: Mayor Clinton Morris.

(3) Public Comment:

Mayor Morris reported on a memo in council packets on revised dates for the Tax Levy  
Ordinance.

Mayor Morris reported on information from Nicor Gas Nextsite in the council packets.

Mayor Morris thanked the National Day of Prayer Committee for the Thanksgiving  
Dinner for City Council and Officials.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of  
November 1, 2021; as presented.

Motion by Ald. Porter, 2<sup>nd</sup> by Ald. Fleury to approve the minutes of the regular meeting  
of the Belvidere City Council of November 1, 2021. Aye voice vote carried. Motion  
carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(A) Proclamation for National Hunger and Homelessness Awareness Week of November 14<sup>th</sup>-20<sup>th</sup> read into the record.

(B) Report of IDA Public Library and Tax Levy Request by Director Mindy Long. Discussion took place.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$2,478,094.50  
Water & Sewer Fund Expenditures: \$ 891,012.34

Motion by Ald. Prather, 2<sup>nd</sup> by Ald. Stevens to approve the General & Special Fund Expenditures in the amount of \$2,478,094.50. Roll Call Vote: 9/0 in favor. Ayes: Brereton, Fleury, Frank, Freeman, McGee, Porter, Prather, Snow and Stevens. Nays: None. Motion carried.

Motion by Ald. Porter, 2<sup>nd</sup> by Ald. Snow to approve the Water & Sewer Fund Expenditures in the amount of \$891,012.34. Roll Call Vote: 9/0 in favor. Ayes: Fleury, Frank, Freeman, McGee, Porter, Prather, Snow, Steven and Brereton. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

(A) Monthly Report of Belvidere Police Department Overtime Pay for October 2021.

(B) Monthly Report of Belvidere Fire Department Overtime Pay for October 2021.

(C) Monthly Report of Community Development Department/Planning Department for October 2021.

(D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for October 2021.

(E) Monthly General Fund Report October 2021.

(F) Monthly Water/Sewer Fund Report October 2021.

(G) Monthly CD Investments for October 2021.

(H) Minutes of Planning and Zoning Commission November 9, 2021.

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 November 8, 2021.

Motion by Ald. Fleury, 2<sup>nd</sup> by Ald. McGee to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of November 8, 2021. Aye voice vote carried. Motion carried.

(9) Unfinished Business: None.

(10) New Business:

- (A) Ord.#556H – 1<sup>st</sup> Reading: An Ordinance Authorizing the Execution of An Annexation Agreement Between the City of Belvidere and Carl A. Larson Relating to 2106 North State Street.
- (B) Ord.#557H – 1<sup>st</sup> Reading: An Ordinance Annexing Certain Territory Located at 2106 North State Street to the City of Belvidere, Boone County, Illinois.
- (C) Ord.#558H – 1<sup>st</sup> Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to SR-6, Single-Family Residential -6 District (2106 North State Street).

Let the record show that Ordinances #556H - #558H were placed on file for first reading.

- (D) Res. #2021-18 – A Resolution Authorizing the Execution of an Intergovernmental Agreement with the Illinois Department of Public Health for the Death Certificate Surcharge Fund.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Porter to adopt Resolution #2021-18. Roll Call Vote: 9/0 in favor. Ayes: Frank, Freeman, McGee, Porter, Prather, Snow, Stevens, Brereton and Fleury. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole- Building, Planning and Zoning and Public Works of November 8, 2021.

- (A) Motion to refer to City Attorney in drafting an ordinance to vacate the alley 20' in width adjacent to 121 North State Street. Aye voice vote carried. Motion carried.
- (B) Motion to approve the proposal from ARC Design Resources, in the amount of \$2,900.00, to complete the grant application with supporting documentation for the Parking Lot #7 expansion and enhancement project. This work will be paid from Line Item #01-5-310-6002. Roll Call Vote: 9/0 in favor. Ayes: Freeman, McGee, Porter, Prather, Snow, Stevens, Brereton, Fleury and Frank. Nays: None. Motion carried.

(C) Motion to authorize a one-year Special Use Extension for 825 N. Appleton (Solar Farm). Discussion took place. Roll Call Vote: 9/0 in favor. Ayes: McGee, Porter, Prather, Snow, Stevens, Brereton, Fleury, Frank and Freeman. Nays: None. Motion carried.

(D) Motion to approve the 2022 IML Risk Management Association Annual Renewal. Roll Call Vote: 9/0 in favor. Ayes: Porter, Prather, Snow, Stevens, Brereton, Fleury, Frank, Freeman and McGee. Nays: None. Motion carried.

(E) Motion to approve the estimated tax levy of \$5,743,349 as announced by the Finance Director. Discussion took place. Roll Call Vote: 9/0 in favor. Ayes: Prather, Snow, Stevens, Brereton, Fleury, Frank, Freeman, McGee and Porter. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. Fleury, 2<sup>nd</sup> by Ald. Frank to adjourn meeting at 8:00p.m. Aye voice vote carried. Motion carried.

\_\_\_\_\_  
Mayor

Attest:

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

COUNTY OF BOONE  
STATE OF ILLINOIS

## CERTIFICATE OF PUBLICATION

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

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

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

Affiant newspaper further says and certifies that the public notice in the matter of which the printed copy is attached to this certificate is true and correct copy, was duly published in ONE issue of said Boone County Journal beginning on November 11, 2021 in conformity to the statute in such case made.

David C. Larson, Publisher  
The Boone County Journal

Dated November 11, 2021

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

On, December 6, 2021 at 7:00 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 located at 2106 N. State Street, Belvidere, Illinois and legally described as follows:

Lot Seventeen (17), EXCEPTING TEHREFORM 6/100 of an acre for State highway, of Harold V. Davis Subdivision of a part of the Southeast Quarter (1/4) of Section 22, Township 44 North, Range 3 East of the Third Principal Meridian; situated in Belvidere Township, Boone County, Illinois.

Commonly known as: 2106 North State Street, Belvidere, IL 61008  
PIN 05-22-401-021

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: November 8, 2021 Sarah Turnipseed, City Clerk  
Published in The Boone County Journal 11/11/2021



Minutes  
Committee of the Whole  
Public Safety and Finance and Personnel  
November 22, 2021  
6:00 p.m.

Call to Order – Mayor Clinton Morris:

Aldermen Present:

R. Brereton, M. Fleury, W. Frank, M. Freeman, M. McGee, N. Mulhall, S. Prather,  
T. Porter, D. Snow and C. Stevens.

Alderman Absent: None.

Other staff members in attendance:

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

Public Comment: None.

Public Forum: None.

Reports of Officers, Boards, and Special Committees:

Report of Growth Dimensions by Business Enterprise Manager Heather Wick.

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:

(A) Police Department – Life Saving Award.

Police Chief Shane Woody presented a Life Saving Award to Sgt. David Bird for his efforts in saving a life on September 29, 2021.

Fire Chief Al Hyser recognized Captain David Burdick, Firefighter Kevin Fox, Firefighter Joe Erber, Firefighter Jake Hendrickson and OSF Paramedics for their team efforts in saving a life of September 29, 2021.

(B) Police Department – Update.

Police Chief Shane Woody presented an update.

(C) Police Department – Acceptance of donation of body armor to K9 Solo.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Stevens to approve accepting the donation of a protective vest for K9 Solo from Vested Interest in K9s, Inc. Discussion took place. Aye voice vote carried. Motion carried.

(D) Fire Department – Update.

Fire Chief Al Hyser presented an update. Discussion took place.

(E) Fire Department – Acceptance of Donation.

Motion by Ald. Fleury, 2<sup>nd</sup> by Ald. Mulhall to approve accepting the \$500.00 donation from Magna Exteriors Belvidere to the Belvidere Fire Department. Discussion took place. Aye voice vote carried. Motion carried.

(F) Fire Department – Sale of 2008 Dodge Charger.

Motion by Ald. Prather, 2<sup>nd</sup> by Ald. Stevens to authorize the sale of 2008 Dodge Charger Vin# 2B3KA43G78H306031 to the highest bidder via eBay. Discussion took place. Aye voice vote carried. Motion carried.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Finance Department – Update.

Budget and Finance Officer Shannon Hansen presented an update.

(B) 2021 Tax Levy Request from the Belvidere Firefighters' Pension Board.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Stevens to accept the 2021 Tax Levy Request from the Belvidere Fire Pension Fund. Aye voice vote carried. Motion carried.

(C) 2021 Tax Levy Request from the Belvidere Police Pension Board.

Motion by Ald. Prather, 2<sup>nd</sup> by Ald. Fleury to accept the 2021 Tax Levy Request from the Belvidere Police Pension Fund. Aye voice vote carried. Motion carried.

(D) Discussion of Tax Levy.

No discussion took place.

(E) Comcast Cable Franchise Agreement Renewal.

Motion by Ald. Prather, 2<sup>nd</sup> by Ald. McGee to forward to City Council the renewal of the City of Belvidere and Comcast Franchise Agreement in ordinance form. Joan Sage with Comcast spoke regarding the Franchise Agreement with Comcast. Discussion took place. Aye voice vote carried. Motion carried.

5. Other:

(A) Request to Vacate Alley – Unimproved Alley off of Starr Street between 8<sup>th</sup> Ave. and 9<sup>th</sup> Ave.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Porter to vacate the unimproved alley off of Starr Street between 8<sup>th</sup> Avenue and 9<sup>th</sup> Avenue. Discussion took place. Aye voice vote carried. Motion carried.

(B) Air Handling Makeup Unit Replacement – WWTP Chemical /Centrifuge Building.

Motion by Ald. Porter, 2<sup>nd</sup> by Ald. Frank to approve the proposal from Ceroni Piping, in the amount of \$22,602.00, for furnishing and installing a new air handling unit in the Chemical/Centrifuge building at the WWTP. This equipment will be paid for from the plant depreciation fund. Aye voice vote carried. Motion carried.

6. Adjournment:

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. McGee to adjourn meeting at 6:52p.m. Aye voice carried. Motion carried.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_ City Clerk

ORDINANCE # 556H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT BETWEEN THE  
CITY OF BELVIDERE AND CARL A. LARSON  
RELATING TO  
2106 NORTH STATE STREET

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, The Carl A. Larson (the Owner(s)) is the legal owner(s) of record with respect to certain territory that is legal described in the Annexation Agreement which is attached to this Ordinance (the Annexation Agreement) and which is currently contiguous to the City of Belvidere; and

WHEREAS, the Owner(s) 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 property.

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 Owners, a copy of which is attached hereto as Exhibit A and incorporated herein.

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 December, 2021

Approved:

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Mayor Clint Morris

Attest:

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Sarah Turnipseed, City Clerk

Ayes: .

Nays: .

Absent:.

Date Passed:

Date Approved:

Date Published:

J:\Legal\ANNEXATIONS\Larson, 2106 N. State St\ExecutionAuthorizationLarson.doc

## 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 Carl A. Larson (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 Owner(s) intends to file a request for preliminary subdivision plat approval,  
all of which is in accordance with the site plan attached hereto as Exhibit "C" which is  
incorporated herein subject to the provisions of this Agreement; 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 SR6 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 after this Agreement is fully executed, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement.
3. City Zoning. Upon annexation, Owner agrees that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. The City shall immediately re-zone the property to the SR 6 zoning 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 any final plat approval, Owner shall cause the Property to be disconnected from the Boone County Sanitary District. The City shall not be obligated to issue any final plat until said disconnection is obtained.

5. Water Service. The City will allow Owner(s) to extend and connect to the City-operated water main system according to the preliminary design plan and specifications shown on the attached Exhibit F which is incorporated herein. Prior to commencing construction, Owner(s) will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the

final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner(s) shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, Owner(s) shall pay all normal, customary and standard permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy. Owner(s) shall do all steps necessary to disconnect the Property from any other unit of local government providing water service.

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

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

A. The Owner further agrees that no lot lines in the Plat of Subdivision will be within any one-hundred year flood plain boundary, as determined by the most recent F.E.M.A. Flood Boundary and Floodway Map, as amended, and as authorized by the City of Belvidere. No

structure or building shall be constructed within such one-hundred year flood plain without specific written consent of the City.

B. Owner agrees that the Property will be developed as a Planned Community Development as set forth in the City of Belvidere Municipal Code. Owner agrees that, unless provided otherwise herein, this Agreement shall not be considered as approval of any preliminary or final plat. Further, Owner agrees that, notwithstanding anything else in this Agreement and notwithstanding any prior approval of any preliminary plat, the City Council may deny any final plat approval if it determines that the proposed development would be contrary to the public health or welfare.

C. 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, street lighting, and sewer and water mains, within eighteen (18) months of approval of a final plat of subdivision or planned development. At such time as Owner believes that all public improvements are ready to be dedicated to the City, or that portion of public improvements within any final plat, representatives of the City and Owner shall meet and inspect the public improvements to be dedicated and shall create a punch list of those items to be completed or corrected prior to acceptance of the public improvements by the City. These punch list items shall be completed within sixty (60) days from the date of the inspection. If all public improvements are not completed within the eighteen-month period, or the punch list items are not completed to the City's satisfaction within sixty days of the inspection, the City may deny any future building permits for any property within the Annexed Property and/or withhold approval of any additional final plat until such time as the Public Improvements are completed and accepted by the City.

This remedy is cumulative, in addition to, and distinct from any other remedy the City may have, including but not limited to, remedies under any bond or letter of credit and the remedies contained in Section 16 of this Agreement

8. Drainage. Owner 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 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.

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

13. Indemnification: The Parties agree that the Owner(s) shall indemnify, defend and hold the City harmless from any damages, claims, or causes of action which are in any way related to their activities in developing the Property, excepting those negligent or intentional acts of the City. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act. Further, Owner shall maintain comprehensive liability insurance, of types and amounts, reasonably acceptable to the City with an insurance carrier with a best 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.

14. Maintenance:

A. Winter Maintenance. Until the streets in any platted phase of the Property are accepted by the City, the City shall have no obligation to keep them plowed of ice and snow. It is agreed that for any platted phase that shall be or is likely to be occupied, in whole or in part, between November 15 and April 30 of the following year, the City, will remove ice and snow from paved road surfaces (dedicated right of way not yet accepted by the City) within such phases, under the same terms and conditions it maintains other rights of way, and the Owner shall reimburse the City for the cost of said removal at the City's then current labor and equipment rates which shall be provided by the Public Work's Department. Owner(s) agree to indemnify, defend and hold the City harmless from any claims for damage (either to the person or to property) arising out of such maintenance, accepting any claims solely arising from willful or wanton actions by the City. Reimbursement shall be made within 30 days of demand.

B. General Maintenance. Until the streets in any platted phase of the Property are dedicated to and accepted by the City, it shall be the responsibility of the Owner/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 an violation of this section by cleaning streets and/or removing debris, at the Owner(s) cost. The cost of said abatement shall be a lien on the Property. The remedies contained in this Section are in addition to and not exclusive of any other remedy the City may have under this Agreement or at law or in equity.

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

16. Remedies. Either party may enforce this Agreement by any action or proceeding at law or in equity, and may exercise any remedy at law or in equity. The parties agree that any action relating to this Agreement shall be brought in the Circuit Court for the 17<sup>th</sup> 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.

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

18. Costs, Expenses, and Fees. The Owner shall pay the current annexation fees authorized in the Belvidere Municipal Code to the City, which have been or shall be incurred as a result of the petitioner's request herein at time of filing Owner's petition for Annexation. Also, prior to annexation, the Owner(s) shall pay to the City any amount due a fire protection district



pursuant to 70 ILCS 705/20, as amended. Owner(s) shall pay the entire amount which may be due a fire protection district prior to annexation regardless of when the monies may actually become due to the fire protection district.

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

20. Addresses for Notices. All notices and other communications in connection with this agreement shall be in writing, and any notice, communication or payment hereunder shall be deemed delivered to the addresses thereof two (2) days after deposit in any main or branch United States Post Office, certified or registered mail, postage prepaid, or one (1) day after deposit thereof with any nationally known and reputable overnight courier service, delivery charges prepaid, or on the date of delivery, if personally delivered, or transmitted by facsimile with confirmation of transmittal, in any case, addressed to the parties respectively as follows:

If to Owner:

With a Copy to:

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

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

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

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

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

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

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

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

26. Disconnection. If the property fails to become annexed to the City for any reason or if the property is annexed into another municipality, the City shall have the right to immediately, without notice, disconnect the sanitary sewer service and the water service permitted under this agreement. Failure of the City to promptly disconnect such service does not constitute a waiver of this provision. Furthermore, Owner, 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.)

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

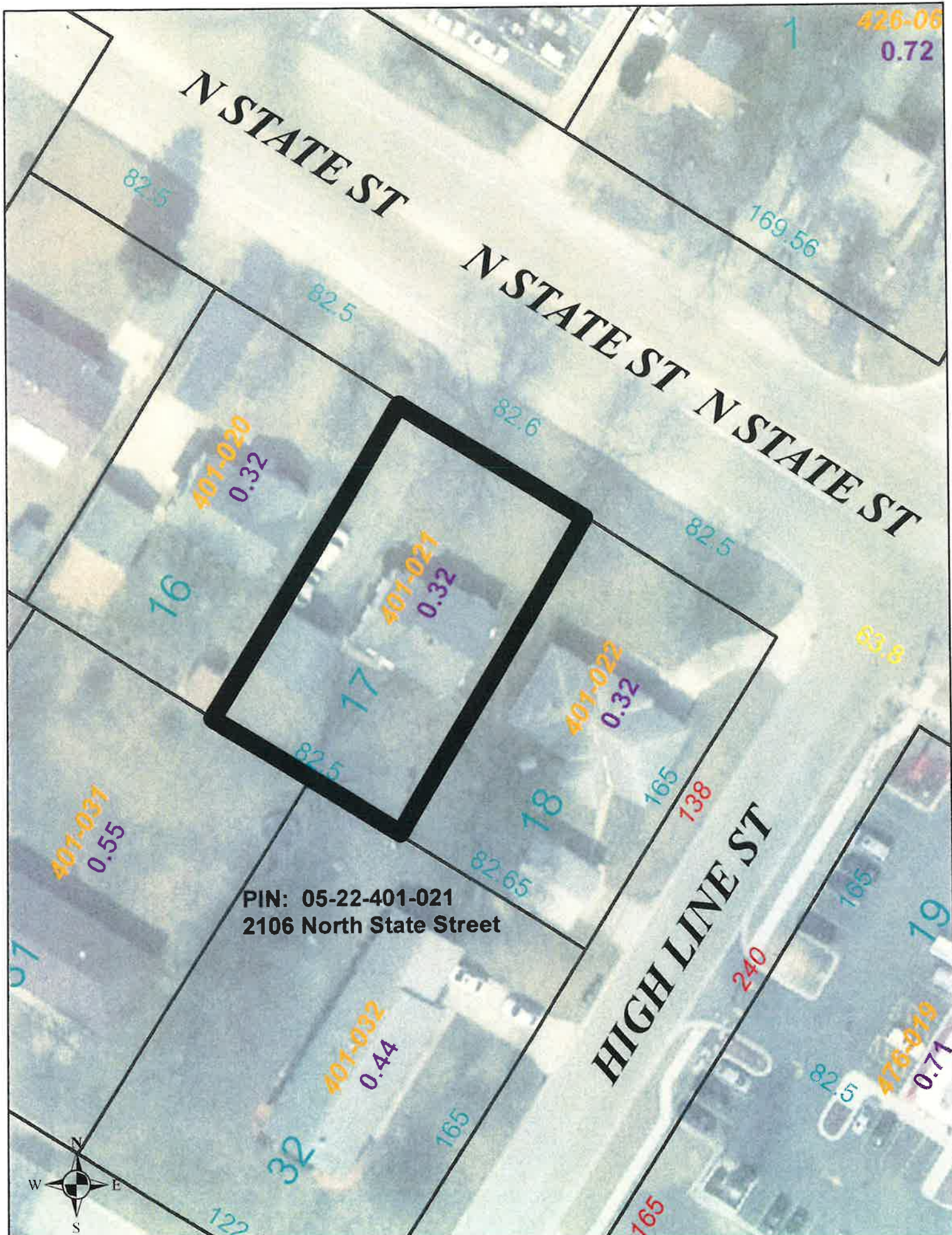
**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot Seventeen (17), EXCEPTING THEREFROM 6/100 of an acre for State highway, of Harold V. Davis Subdivision of a part of the Southeast Quarter (1/4) of Section 22, Township 44 North, Range 3 East of the Third Principal Meridian; situated in Belvidere Township, Boone County, Illinois.

Commonly known as: 2106 North State Street, Belvidere, IL 61008

PIN: 05-22-401-021

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



N STATE ST

N STATE ST N STATE ST

HIGH LINE ST

**PIN: 05-22-401-021**  
**2106 North State Street**



426-06  
0.72

169.56

82.5

82.5

82.6

82.5

16

401-020  
0.32

401-021  
0.32

401-022  
0.32

63.8

17

82.5

18

165

138

401-031  
0.55

82.65

**PIN: 05-22-401-021**  
**2106 North State Street**

401-032  
0.44

165

19

240

82.5

476-019  
0.71

122

165



**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 connection.

**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 connection.

**EXHIBIT H**  
**PRELIMINARY PLAT**

NOT APPLICABLE

**EXHIBIT I**  
**OFFSITE IMPROVEMENTS**

NOT APPLICABLE

**EXHIBIT J**  
**EXACTION FEE SCHEDULE**

NOT APPLICABLE



**EXHIBIT K**

**MODIFICATIONS TO STANDARD AGREEMENT**

NONE

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

**ORDINANCE # 557H**  
**AN ORDINANCE ANNEXING CERTAIN TERRITORY**  
**LOCATED AT 2106 NORTH STATE STREET**  
**TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed by the City Council of the City of Belvidere, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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

Ayes:

Nays:

Absent: .

Date Approved:

Date Published:

**Prepared By / Return To:**

Michael S. Drella

City Attorney

City of Belvidere

401 Whitney Blvd.

Belvidere, Illinois 61008

J:\Legal\ANNEXATIONS\Larson, 2106 N. State St\Annexaton Ordinance.doc

EXHIBIT A

LEGAL DESCRIPTION

Lot Seventeen (17), EXCEPTING THEREFROM 6/100 of an acre for State highway, of Harold V. Davis Subdivision of a part of the Southeast Quarter (1/4) of Section 22, Township 44 North, Range 3 East of the Third Principal Meridian; situated in Belvidere Township, Boone County, Illinois.

Commonly known as: 2106 North State Street, Belvidere, IL 61008

PIN: 05-22-401-021

EXHIBIT B  
PLAT OF ANNEXATION

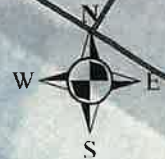


N STATE ST

N STATE ST N STATE ST

HIGH LINE ST

PIN: 05-22-401-021  
2106 North State Street



1 inch = 45 feet

**ORDINANCE #558H**

**AN ORDINANCE GRANTING A ZONING DISTRICT CHANGE  
FROM RH, RURAL HOLDING DISTRICT  
TO SR-6, SINGLE-FAMILY RESIDENTIAL-6 DISTRICT  
(2106 North State Street)**

**WHEREAS**, a written application has been made by the property owner, Carl Larson, 1522 Savanna Circle, O'Fallon, Missouri 63368 to obtain a zoning district change from RH, Rural Holding District to SR-6, Single-Family Residential-6 District pursuant to applicable provisions of the Zoning Ordinance (Chapter 150 of the Belvidere Municipal Code) of the City of Belvidere, Illinois; and,

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

**WHEREAS**, after due notice the Planning and Zoning Commission held a public hearing on November 9, 2021 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:

Lot Seventeen (17), EXCEPTING THEREFROM 6/100 of an acre for State highway, of Harold V. Davis Subdivision of a part of the Southeast Quarter (1/4) of Section 22, Township 44 North, Range 3 East of the Third Principal Meridian; situated in Belvidere Township, Boone County, Illinois. PIN: 05-22-401-021

is changed and amended from RH, Rural Holding District to the SR-6, Single-Family Residential-6 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

\_\_\_\_\_ 2021.



**APPROVED** by the Mayor of the City of Belvidere this \_\_\_\_\_ day of  
\_\_\_\_\_ 2021.

\_\_\_\_\_  
Clinton Morris, Mayor

**ATTEST:**

\_\_\_\_\_  
Sarah Turnipseed, City Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

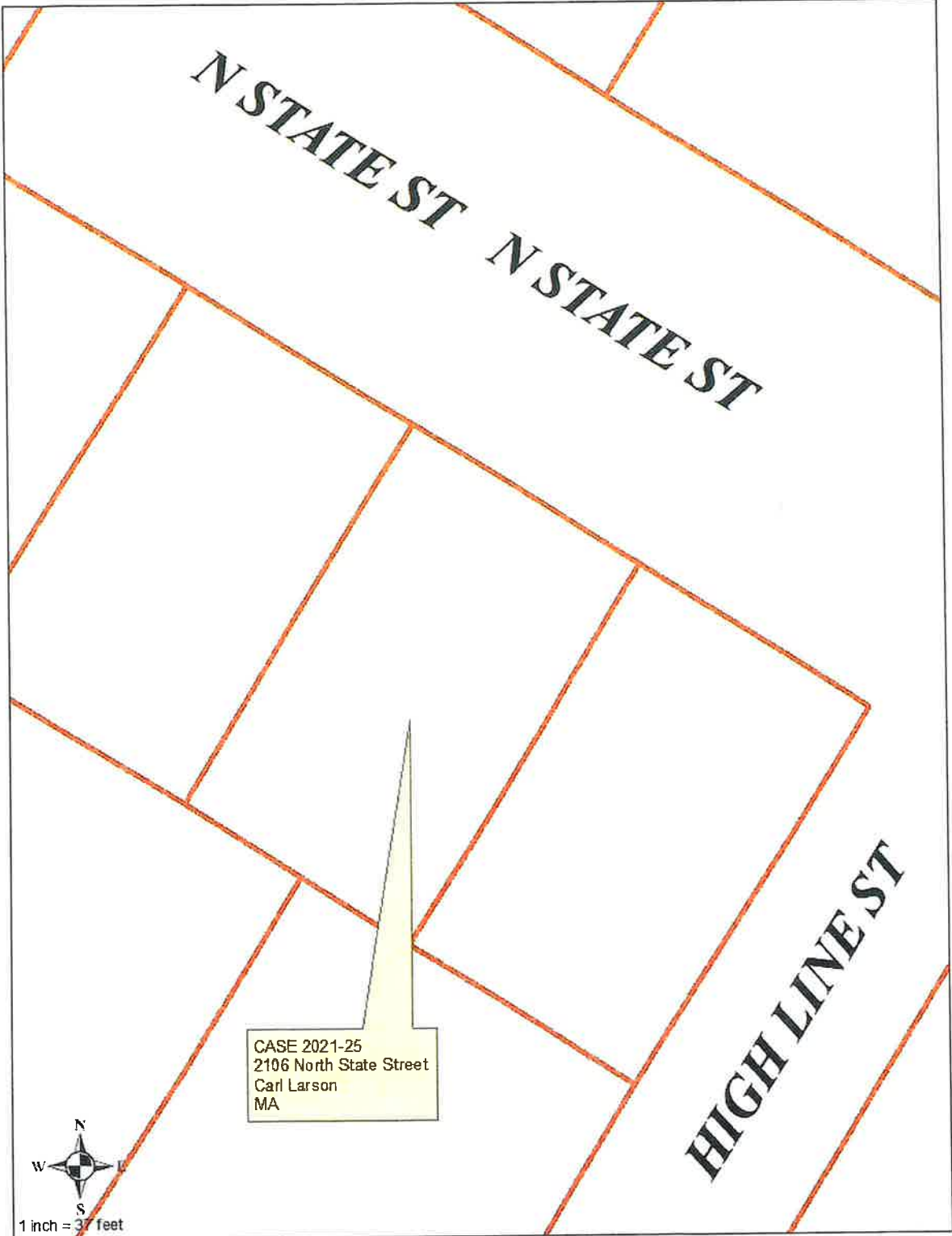
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: \_\_\_\_\_

# ATTACHMENT A



**MEMO**

**DATE:** November 10, 2021  
**TO:** Mayor and Members of the City Council  
**FROM:** City of Belvidere Planning and Zoning Commission  
**SUBJECT:** Recommendation for Case 2021-25; Larson, 2106 North State Street

**REQUEST AND LOCATION:**

The applicant and property owner Carl Larson, 1522 Savanna Circle, O'Fallon, Missouri 63368 is requesting a map amendment (rezoning) on approximately .35 acres located at 2106 N. State Street, Belvidere IL 61008 from RH, Rural Holding District (pending annexation) to SR-6, Single-family Residential-6 District pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. PIN: 05-22-401-021

**RECOMMENDATION:**

The Planning and Zoning Commission recommended the approval of case number 2021-25, Larson, 2106 North State Street; the motion passed with a (6-0) roll call vote.

---

Carl Gnewuch, Chairman  
Belvidere Planning and Zoning Commission

**CITY OF BELVIDERE**

*Community Development*



BUILDING DEPARTMENT

PLANNING DEPARTMENT

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

---

November 2, 2021

**ADVISORY REPORT**

**CASE NO:** 2021-25

**APPLICANT:** Larson, 2106 North State Street (MA)

**REQUEST AND LOCATION:**

The applicant and property owner Carl Larson, 1522 Savanna Circle, O'Fallon, Missouri 63368 is requesting a map amendment (rezoning) on approximately .35 acres located at 2106 N. State Street, Belvidere IL 61008 from RH, Rural Holding District (pending annexation) to SR-6, Single-family Residential-6 District pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. PIN: 05-22-401-021

**BACKGROUND:**

The subject property is part of the Harold V. Davis Subdivision which was platted in the late 1950's. Properties within the subdivision and adjacent ones have annexed into the City over time, usually when either the well or septic systems fail, forcing the need to connect to municipal services. The majority of the adjacent properties annexed into the City in 1996. Due to the need to connect to the City's sewer system, the subject property is requesting to annex into the City. After this annexation, there are four properties left remaining in the general area in unincorporated Boone County.

When a property annexes into the City of Belvidere, it is automatically zoned RH, Rural Holding District. The applicant is requesting to be rezoned to SR-6, Single-family Residential-6 District, mirroring what adjacent residences are zoned. Minimum lot requirements for the SR-6 District are 7,000 square feet, 40 feet of road frontage and a lot width of 65 feet. The subject property exceeds these requirements.

**FINDINGS OF FACT:**

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

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

Findings:

**Subject property:** Single-family Residence

**North:** Ultimate Car Wash and Vacant

**South:** Two-family Residences  
**West and East:** Single-family Residence

The subject property is located along North State Street which is developed with a mix of commercial and residential land uses. The section of North State Street that the subject property is located is primarily residential in nature along the south/west side and primarily commercial in nature along the north/east side.

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

Findings:

**Subject property:** RH, Rural Holding District (pending annexation)

**North:** GB, General Business District

**South, West and East:** SR-6, Single-family Residential-6 District

The SR-6 zoning allows for single-family residences, cultivation and recreational land uses. Land uses that are more intense such as bed and breakfast establishments and two-family residences are permitted by special use approval. As such, the proposed rezoning to the SR-6 District is compatible with the existing area.

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

Findings: The property is not suitable for the existing zoning classification in its current state with the existing improvements located on the subject property.

The property is just under 12,000 square feet which is smaller than the two-acres required for property zoned Rural Holding District and substantially smaller than the 40 acres that is required for single-family residences.

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

The subject property was placed into the default Rural Holding District zoning classification upon approval of an annexation with the city, however, the existing improvements and adjacent land uses are at a greater intensity than the "rural community character" that the Rural Holding District encourages.

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

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

The subject property is designated as residential the City of Belvidere Comprehensive Plan, adopted July 15, 1999. The single-family residential land use category encourages sewered single-family residential development at densities up to five (5) dwelling units per acre. Any

redevelopment will need to be in compliance with the zoning ordinance which furthers the goals of the Plan.

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

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

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

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

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

**SUMMARY:**

The planning staff believes that the proposed rezoning for the subject site is not more intense than the other developed uses in the general area. The rezoning will bring the existing improvements and platted lot into compliance with the City's Zoning Ordinance.

**RECOMMENDATION:**

The Planning staff recommends the approval of case number 2021-25 to rezone 2106 North State Street from RH, Rural Holding District (pending annexation) to SR-6, Single-family Residential-6 District.

**Submitted by:**

  
Gina DelRose, Community Development Planner

**PLANNING AND ZONING COMMISSION/CITY COUNCIL ACTION**

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

**ATTACHMENTS**

1. Location Map by Planning Staff.
2. Aerial photo by Planning Staff.
3. Zoning Map by Planning Staff.
4. Narrative submitted by Applicant.
5. NRI Report 1666 submitted by the Boone County Soil and Water Conservation District, Teagan Duffy, dated September 21, 2021.
6. Letter from the Boone County Health Department, Amanda Mehl, dated October 22, 2021

*N STATE ST* *N STATE ST*

*HIGH LINE ST*

CASE 2021-25  
2106 North State Street  
Carl Larson  
MA



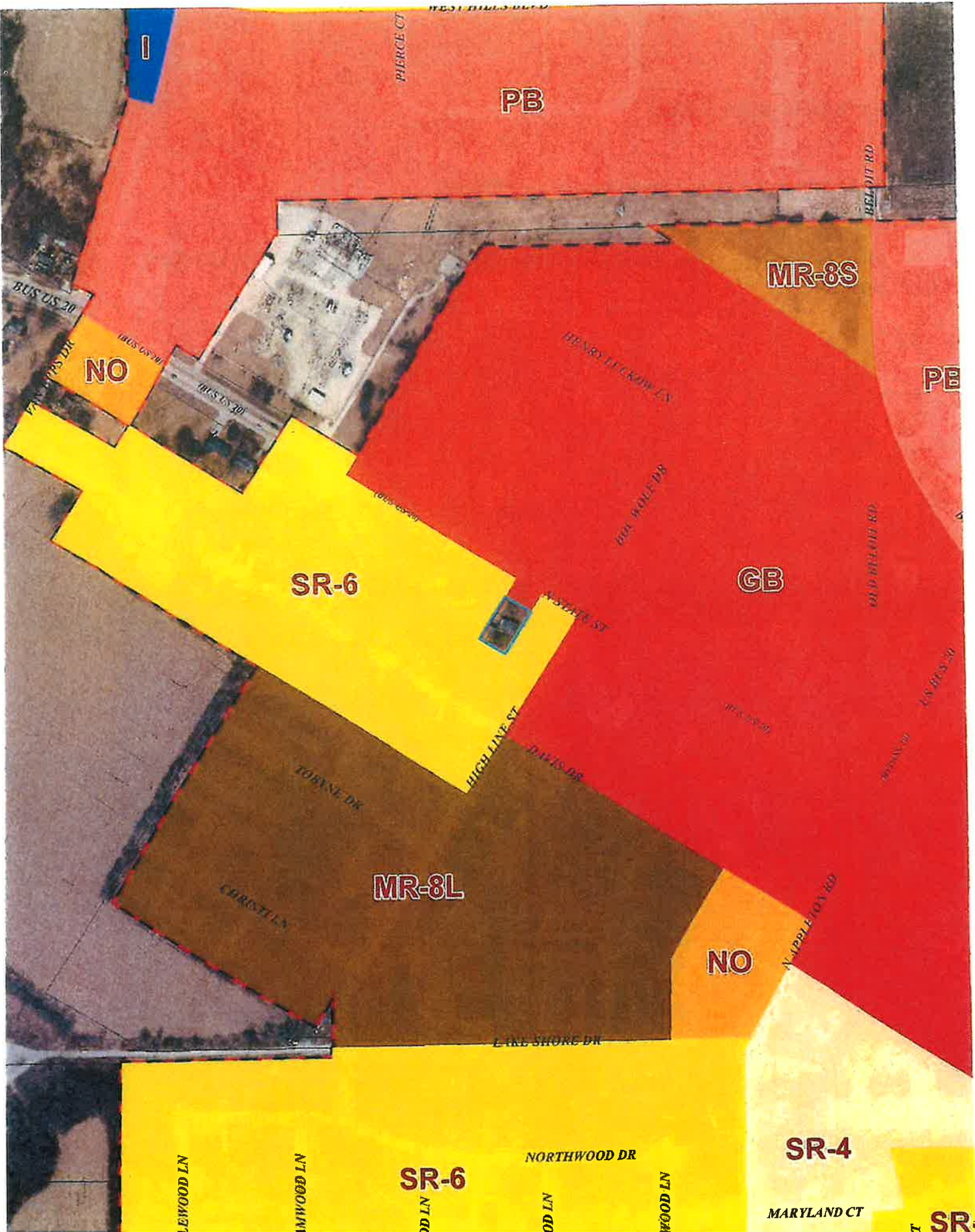
1 inch = 37 feet





CASE 2021-25  
2106 North State Street  
Carl Larson  
MA





PB

MR-8S

NO

SR-6

GB

MR-8L

NO

SR-4

SR-6

SR-

PIERCE CT

BELL DIT RD

BUS US 20

BUS US 20

BUS US 20

HENRY DEKROFF LN

PB

BOB WOLFE DR

OLD BELLEVILLE RD

STATE ST

US RT 20

HIGHLINE ST

DAVIS DR

TOBYNE DR

CHRISTEN LN

N APPLETON RD

LAKE SHORE DR

N LEWOOD LN

N MWOOD LN

ODD LN

ODD LN

N WOOD LN

NORTHWOOD DR

MARYLAND CT

**ANNEXATION REQUEST:**

**Application for Zoning Change/Reason for Request**

**The Owner of the Single Family Residence wishes to connect to the City of Belvidere Sewer line.**



Boone County  
**Soil & Water**  
 Conservation District

211. N. Appleton Road  
 Belvidere, IL 61008  
 815-544-3465 x3

21 September 2021

**SWCD NRI #: 1666**

Belvidere Planning Department  
 401 Whitney Blvd., Suite 300  
 Belvidere, IL 61008

Dear Sir/Madam,

A request for a Natural Resource Information Report was submitted. We will supply a written reply to your office as indicated below:

- Our review does not apply in this instance.
- Other (see attached)

**Location of Site:** 2106 N. State Street, Belvidere IL 61008  
**PIN(S):** 05-22-401-021

Contact	Petitioner	Owner
Carl A. Larson 1522 Savannah Circle, O Fallon, MO 63368	Same as contact	Same as contact
Carllarson77@gmail.com (815) 814-7321		

**Request:** Change in zoning from rural to single family to connect to city sewer.

**Notes, if any:** There are no soil properties that would prevent the desired land use change. Please see the attached document for more soil information.

Sincerely,

Teagan Duffy  
 Boone County Soil & Water  
 Conservation District

**According to the USDA Natural Resource Conservation Service Soil Survey of Boone County, the site consists of the following:**

**Map unit:** 623A - Kishwaukee silt loam, 0 to 2 percent slopes

The Kishwaukee component makes up 100 percent of the map unit. Slopes are 0 to 2 percent. This component is on outwash plains. The parent material consists of thin layer of loess over loamy and gravelly outwash. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 1. This soil does not meet hydric criteria.

**Soil Conditions and Degree of Limitations for Proposed Use:**

Soil Map Unit	Soil Name and Slope	Depth to Soil Restrictive Layer	Shallow Excavations	Hydric Soil	Erosion & Sediment Hazard
623A	Kishwaukee 0-2% slopes	147 cm	Slight	NO	Slight

**Soil Interpretations Explanation:**

These interpretative ratings help engineers, planners, and others to understand how soil properties influence behavior when used for nonagricultural uses such as building site development or construction materials. This report gives ratings for proposed uses in terms of limitations and restrictive features. Ratings come from the soils "natural" state, that is, no unusual modification of the site or soil material is made other than that which is considered normal practice for the rated use. Even though soils may have limitations, an engineer may be able to alter soil features or adjust building plans for a structure to compensate for most degrees of limitations. Most of these practices, however, are costly.

The final decision in selecting a site for a particular use generally involves weighing the costs for site preparation and maintenance. Soil properties influence development of building sites, including the selection of the site, the design of the structure, construction, performance after construction, and maintenance. Soils are rated for the uses expected to be important or potentially important to users of soil survey information. The rating system of slight, moderate, severe, very severe, and restrictive, are given for the types of proposed improvements that are listed or inferred by the petitioner as entered on the report application and/or zoning petition. They are defined as follows:

Slight or Not limited: This soil has favorable properties for the use. The degree of limitation is minor and can be overcome easily. Good performance and low maintenance can be expected.

Moderate or Somewhat limited: This soil has moderately favorable properties for the use. Special planning, design, or maintenance can overcome this degree of limitation. During some part of the year, the expected performance is less desirable than for soils rated slight.

Restrictive: This soil has restrictive properties for the use. This rating is given to soils that have rapid or very rapid permeability's. These soils are sandy or have sand and/or gravel within a depth which makes them poor filters of septic effluent.

Severe or Very limited: This soil has one or more properties that are unfavorable for the rated use. These may include the following: steep slopes, bedrock near the surface, flooding, high shrink-swell potential, a seasonal high water table, or low strength. This degree of limitation generally requires major soil reclamation, special design, or intensive maintenance, which in most situations is difficult and costly.

Very Severe: This soil rating is given to soils that have properties that are difficult or impossible to overcome or modify for the intended use.

### **Land Use Explanations:**

#### Shallow Excavations

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

#### Erosion and Sediment Control

Based on the percent slope and the erodibility of the soil-mapping unit. Length of slope and vegetative cover are equally important in determining erosion losses and should be determined by on-site investigations. Under most conditions, establishment and maintenance of good vegetative cover is required to prevent excessive erosion and sedimentation.

#### Hydric soils

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NCHS definition identifies general soil properties that are associated with wetness. To determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993). According to the U.S. Corps of Engineers and the Natural Resource Conservation Service (NRCS), the presence of hydric soils is one third of the requirements needed to meet a jurisdictional wetland. The two other requirements include wetland hydrology and hydrophytic vegetation.

#### Permeability/Groundwater

Groundwater is water that exists in the pore spaces and fractures in rock and sediment beneath the Earth's surface. It originates as rainfall or snow, and then moves through the soil into the groundwater system. The soil types present near the surface, and their permeability, can have a direct correlation to water quality of shallow groundwater systems. Water quality refers to such things as the temperature, the amount of dissolved solids (hardness), and the presence of pollutants.

Most pollution of groundwater is the result of biological activity, much of it human. Among the sources of contamination are: failing or inadequate on-site septic systems, broken sewer lines, waste dumps (both industrial and residential), spills, biological waste products, agricultural pollutants such as fertilizers and pesticides, and salt contamination from excess salt applications in the winter. Groundwater contamination can result from a point source where the contaminant plume emanates from one spot, or from a widespread source where the pollution is introduced over a wide area and diffused throughout the groundwater over a broad region. Nonpoint source contaminants are difficult to identify and address. Groundwater contaminant plumes change over time. They grow in length with groundwater flow. They grow in width by diffusion and dispersion. Large plumes pollute large areas and affect many people.

#### Depth to Soil Restrictive Layer

A "restrictive layer" is a nearly continuous layer that has one or more physical, chemical, or thermal properties that significantly impede the movement of water and air through the soil or that restrict roots or otherwise provide an unfavorable root environment. Examples are bedrock, cemented layers, dense layers, and frozen layers.

This theme presents the depth to any type of restrictive layer that is described for each map unit. If more than one type of restrictive layer is described for an individual soil type, the depth to the shallowest one is presented. If no restrictive layer is described in a map unit, it is represented by the "greater than 200" depth class.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.



**Public Health**  
Prevent. Promote. Protect.

## Boone County Health Department

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

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

October 22, 2021

FAX: 815-547-0789

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

Re: Cases: 2021-25 (RZ): Larson, 2106 North State Street

Dear Gina,

We are in receipt for a map amendment (rezoning) on approximately .35 acres located at 2106 N. State Street, Belvidere IL 61008 from RH, Rural Holding District (pending annexation) to SR-6, Single Family Residential-6 District pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. Pin: 05-22-401-021.

The Boone County Health Department has no comments.

Please let us know if you have any questions or concerns at (815) 544-2951 ext.2 or [info@boonehealth.org](mailto:info@boonehealth.org)

Thank you,

Amanda Mehl  
Administrator

AT



**Ordinance No. 553H**

**TAX LEVY ORDINANCE**

An ordinance levying taxes for all corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2021 and ending April 30, 2022.

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

Section 1: That a tax for the following sums of money, or as much thereof as may be authorized by law to defray all expenses and liabilities of the City of Belvidere, be and the same is hereby levied for the purposes specified against all taxable property in the City of Belvidere for the year 2022.

Section 2: That Attachment "A" to this ordinance shall be considered as part of this ordinance as if entirely written within this ordinance and the attachment contains the amount levied for each object or purpose under the heading "Amounts to be Raised by Tax Levy".

Section 3: The following is a summary of the total taxes to be levied:

<u>Levy Description</u>		<u>Amount</u>
Corporate Purpose	(65 ILCS 5/8-3-1)	1,694,385
Fire Protection	(65 ILCS 5/11-7-1)	20,000
Police Protection	(65 ILCS 5/11-1-3)	20,000
Audit	(65 ILCS 5/8-8-8)	20,000
Special Road & Bridge	(65 ILCS 5/11-81-1 & 2)	60,000
Street Lighting	(65 ILCS 5/11-80-5)	210,000
Public Benefit	(65 ILCS 5/9-2-39 & 49)	40,000
Pension (IMRF)	(40 ILCS 5/7-171)	65,000
Pension (Firefighters)	(40 ILCS 5/4-118)	1,001,132
Pension (Police)	(40 ILCS 5/3-125)	1,181,417
Refuse (Landfill/Recycling)	(65 ILCS 5/11-19-4)	50,000
Liability Insurance	(745 ILCS 10/9-107)	300,000
Tort	(745 ILCS 10/9-107)	75,000
Emergency Service & Disaster	(65 ILCS 5/8-3-16)	7,000
FICA & Medicare	(65 ILCS 5/21-110)	200,000
Forestry	(65 ILCS 5/11-73-1)	40,000
TOTAL for City		<u>4,983,934</u>
Library	(75 ILCS 5/3-1 & 4)	<u>759,415</u>
TOTAL LEVY		<u>5,743,349</u>

Section 4: The City Clerk shall make and file with the County Clerk of Boone County, a duly certified copy of this ordinance and that the amount levied by the attachment to this ordinance is required by the City of Belvidere and extended upon the appropriate tax books for the fiscal year of the City of Belvidere beginning May 1, 2021, and ending April 30, 2022.

Section 5: If any section, subdivision, sentence, clause, or part of the attachment to this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 6: This ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

Passed by the Council of the City of Belvidere, Illinois, at a regular meeting thereof held on the 20th day of December, 2021, and approved by me as Mayor on the same day.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_  
Clinton Morris, Mayor

ATTEST: \_\_\_\_\_  
Sarah Turnipseed, City Clerk

Attachment A (Levy Ordinance # 553H)

	Account #	Budget FY 22	Amounts to be received from other sources	Amounts to be Raised by Tax Levy
Salaries - Elected Officials	01-5-110-5000	215,889		
Salaries - Regular - FT	01-5-110-5010	251,426		75,000
Group Health Insurance	01-5-110-5130	463,929		350,000
Health Ins Claims Paid	01-5-110-5131	35,000		
Group Life Insurance	01-5-110-5132	1,458		
Health Insurance Reimbursement	01-4-110-4540	(147,261)		
Meeting & Conferences	01-5-110-5154	13,800		
Subscriptions/Ed Materials	01-5-110-5156	1,500		
<b>Gen Admin Personnel &amp; Benefit Expenses</b>		<b>835,741</b>	<b>410,741</b>	<b>425,000</b>
Repairs/Maint - Bldgs	01-5-110-6010	37,160		
Repairs/Maint - Equip	01-5-110-6020	5,500		
Legal	01-5-110-6110	23,400		10,000
Other Professional Services	01-5-110-6190	160,161		
Telephone	01-5-110-6200	23,480		0
Codification	01-5-110-6225	5,000		
Other Communications	01-5-110-6290	2,520		
<b>Gen Admin Contractual Expenses</b>		<b>257,221</b>	<b>247,221</b>	<b>10,000</b>
Office Supplies	01-5-110-7020	110,250		
Gas and Oil	01-5-110-7030	269,648		
Other Supplies	01-5-110-7800	4,800		
<b>Gen Admin Supplies Expenses</b>		<b>384,698</b>	<b>384,698</b>	<b>0</b>
Miscellaneous Expense	01-5-110-7900	83,840	83,840	
Operating Transfers Out	01-5-110-9999	2,193,593	2,193,593	
		<b>2,277,433</b>	<b>2,277,433</b>	<b>0</b>
<b>Total General Administration Expenses</b>		<b>3,755,093</b>	<b>3,320,093</b>	<b>435,000</b>
<b>General Fund - Audit Department</b>				
Accounting & Auditing	01-5-130-6100	43,700		20,000
<b>TOTAL - AUDIT DEPARTMENT</b>		<b>43,700</b>	<b>23,700</b>	<b>20,000</b>
<b>General Fund - IMRF Department</b>				
IMRF Premium Expense	01-5-140-5120	168,108		65,000
<b>TOTAL - IMRF DEPARTMENT</b>		<b>168,108</b>	<b>103,108</b>	<b>65,000</b>
<b>General Fund - Social Security Department</b>				
FICA Expense	01-5-150-5110	229,617		200,000
Medicare Expense	01-5-150-5112	143,128		
<b>TOTAL - SOCIAL SECURITY DEPT</b>		<b>372,745</b>	<b>172,745</b>	<b>200,000</b>
<b>General Fund - Liability Insurance Dept</b>				
Insurance Premium	01-5-160-6800	459,895		300,000
<b>TOTAL - LIABILITY INSURANCE DEPT</b>		<b>459,895</b>	<b>159,895</b>	<b>300,000</b>

<b>Police Department</b>	<b>Account #</b>	<b>Budget FY 22</b>	<b>Amounts to be received from other sources</b>	<b>Amounts to be Raised by Tax Levy</b>
Salary - Regular - FT	01-5-210-5010	3,933,799		20,000
Overtime	01-5-210-5040	406,000		195,948
Police Pension	01-5-210-5122	1,478,417		1,181,417
Health Insurance	01-5-210-5130	931,161		335,687
Dental Claims	01-5-210-5131	60,000		
Uniform Allowance	01-5-210-5140	80,573		
Training	01-5-210-5152	97,305		
<b>Police Dept Personnel &amp; Benefit Expenses</b>		<b>6,987,255</b>	<b>5,254,203</b>	<b>1,733,052</b>
Repair/Maint-Equipment	01-5-210-6020	30,925		
Repair/Maint-Vehicles	01-5-210-6030	97,800		70,000
Telephone/Utilities	01-5-210-6200	46,000		
Physical Exams	01-5-210-6810	2,135		
Community Policing	01-5-210-6816	13,500		
K 9 Program Expenses	01-5-210-6818	7,194		
Sex Offender State Disburse	01-5-210-6835	3,600		
<b>Police Department - Contractual Expenses</b>		<b>201,154</b>	<b>131,154</b>	<b>70,000</b>
Office Supplies	01-5-210-7020	8,550		
Gas & Oil	01-5-210-7030	112,500		
Operating Supplies	01-5-210-7040	45,325		
Miscellaneous Expense	01-5-210-7900	31,700		
<b>Police Department - Supplies Expense</b>		<b>198,075</b>	<b>198,075</b>	<b>0</b>
Equipment	01-5-210-8200	76,700	76,700	
Vehicles	01-5-210-8300	0		
<b>TOTAL POLICE DEPARTMENT</b>		<b>7,463,184</b>	<b>5,660,132</b>	<b>1,803,052</b>
<b>Public Safety Building Department</b>				
Salaries - Regular - FT	01-5-215-5010	708,827		
Other (FICA & IMRF)	01-5-215-5079	125,108		
Other Contractual Services	01-5-215-6890	325,000		
<b>TOTAL PUBLIC SAFETY DEPARTMENT</b>		<b>1,158,935</b>	<b>1,158,935</b>	<b>0</b>
<b>Fire Department</b>				
Salaries - Regular - FT	01-5-220-5010	2,421,221		20,000
Overtime	01-5-220-5040	136,000		100,000
Fire Pension	01-5-220-5124	1,171,834		1,001,132
Health Insurance	01-5-220-5130	563,337		350,000
Dental Insurance	01-5-220-5131	30,000		
Uniform Allowance	01-5-220-5140	41,500		
Training	01-5-220-5152	20,000		
<b>Fire Depart Personnel &amp; Benefits Expenses</b>		<b>4,383,892</b>	<b>2,912,760</b>	<b>1,471,132</b>
Repair/Maint-Bldg	01-5-220-6010	40,000		
Repair/Maint-Equipment	01-5-220-6020	17,000		
Repair/Maint-Vehicles	01-5-220-6030	55,000		30,000
Telephone/Utilities	01-5-220-6200	10,540		
Physical Exams	01-5-220-6810	2,500		
Fire Prevention	01-5-220-6822	12,000		
Emergency Med Supplies	01-5-220-6824	11,500		
<b>Fire Department - Contractual Expenses</b>		<b>148,540</b>	<b>118,540</b>	<b>30,000</b>
Office Supplies	01-5-220-7020	15,300		
Gas & Oil	01-5-220-7030	20,000		
Operating Supplies	01-5-220-7040	10,000		
Miscellaneous Expense	01-5-220-7900	1,000		
<b>Fire Department - Supplies Expenses</b>		<b>46,300</b>	<b>46,300</b>	<b>0</b>
Equipment	01-5-220-8200	25,000		
<b>TOTAL FIRE DEPARTMENT</b>		<b>4,603,732</b>	<b>3,102,600</b>	<b>1,501,132</b>

	Account #	Budget FY 22	Amounts to be received from other sources	Amounts to be Raised by Tax Levy
<b>Police &amp; Fire Commission Department</b>				
Physical Exams	01-5-225-6810	16,500		
Other Contractual Services	01-5-225-6890	10,015		
<b>TOTAL - POLICE &amp; FIRE COMMISSION</b>		<b>26,515</b>	<b>26,515</b>	<b>0</b>
<b>Community Development</b>				
Salaries- Regular - FT	01-5-230-5010	271,629		
FICA	01-5-230-5079	20,780		
IMRF	01-5-230-5120	26,827		
Health Ins Expense	01-5-230-5130	71,876		
Dental Insurance	01-5-230-5131	4,000		
Training	01-5-230-5152	5,000		
Building Dept Personnel & Benefits Expense		400,112	400,112	0
Repair/Maint - Equip	01-5-230-6020	6,100		
Repair/Maint - Vehicles	01-5-230-6030	1,000		
Other Professional Services	01-5-230-6190	47,000		
Telephone	01-5-230-6200	2,400		
Postage	01-5-230-6210	3,700		
Printing & Publishing	01-5-230-6220	2,743		
Other Contractual Services	01-5-230-6890	6,150		
Building Department - Contractual Expenses		69,093	69,093	0
Office Supplies	01-5-230-7020	9,000		
Gas & Oil	01-5-230-7030	1,000		
Miscellaneous Expense	01-5-230-7900	750		
Operating Transfer Out	01-5-230-9999	-		
Building Department - Supplies Expenses		10,750	10,750	0
<b>TOTAL BUILDING DEPARTMENT</b>		<b>479,955</b>	<b>479,955</b>	<b>0</b>
<b>Civil Defense Department</b>				
Miscellaneous Expense	01-5-240-7900	7,000		7,000
<b>TOTAL - CIVIL DEFENSE DEPARTMENT</b>		<b>7,000</b>	<b>0</b>	<b>7,000</b>

<b>Street Department</b>	<b>Account #</b>	<b>Budget FY 22</b>	<b>Amounts to be received from other sources</b>	<b>Amounts to be Raised by Tax Levy</b>
Salaries - Regular - FT	01-5-310-5010	703,850		132,750
Overtime	01-5-310-5040	45,000		
Health Insurance	01-5-310-5130	204,560		
Uniform Allowance	01-5-310-5140	16,000		
Training	01-5-310-5152	1,500		
<b>Street Dept - Personnel &amp; Benefits Expenses</b>		<b>970,911</b>	<b>838,161</b>	<b>132,750</b>
Repair/Maint - Storm Drain	01-5-310-6001	30,000		
Repair/Maint - St/Parking Lot	01-5-310-6002	97,500		60,000
Repair/Maint - Sidewalk/Curb	01-5-310-6003	40,000		20,000
Repair/Maint - Building	01-5-310-6010	10,000		
Repair/Maint - Equipment	01-5-310-6020	110,000		80,000
Repair/Maint - Traffic Signal	01-5-310-6024	30,000		20,000
Telephone/Utilities	01-5-310-6200	8,000		
Leaf Clean-up/Removal	01-5-310-6826	12,000		
<b>Street Department - Contractual Expenses</b>		<b>337,500</b>	<b>157,500</b>	<b>180,000</b>
Office Supplies	01-5-310-7020	6,000		
Gas & Oil	01-5-310-7030	75,000		
Operating Supplies	01-5-310-7040	30,000		
Miscellaneous Expense	01-5-310-7900	2,000		
<b>Street Department - Supplies Expenses</b>		<b>113,000</b>	<b>113,000</b>	<b>0</b>
Equipment	01-5-310-8200	0		
<b>TOTAL STREET DEPARTMENT</b>		<b>1,421,411</b>	<b>1,108,661</b>	<b>312,750</b>
<b>Street Lighting</b>				
Repair/ Maint - Street Light	01-5-330-6022	10,000		
Street Lighting - Electricity	01-5-330-6310	230,000		210,000
<b>TOTAL STREET LIGHTING</b>		<b>240,000</b>	<b>30,000</b>	<b>210,000</b>
<b>Garbage Department</b>				
Miscellaneous Expenses	01-5-335-7900	54,000		50,000
<b>TOTAL GARBAGE DEPARTMENT</b>		<b>54,000</b>	<b>4,000</b>	<b>50,000</b>
<b>Forestry Department</b>				
Repair/ Maint - Other	01-5-340-6090	0		
Tree Removal or Purchase	01-5-340-6850	40,000		40,000
Miscellaneous Expense	01-5-340-7900	-		0
<b>TOTAL FORESTRY DEPARTMENT</b>		<b>40,000</b>	<b>0</b>	<b>40,000</b>

	Account #	Budget FY 22	Amounts to be received from other sources	Amounts to be Raised by Tax Levy
<b>Engineering Department</b>				
Repair/ Maint - Vehicles	01-5-360-6030	0		
Engineering	01-5-360-6140	27,000		
Subdivision Expense	01-5-360-6824	10,000		
Office Supplies	01-5-360-7020	7,200		
Gas & Oil	01-5-360-7030	-		
<b>TOTAL - ENGINEERING DEPARTMENT</b>		<b>44,200</b>	<b>44,200</b>	<b>0</b>
<b>Health / Social Services</b>				
Council on Aging	01-5-410-6830	23,000		
Demolition / Nuisance	01-5-410-6832	5,000		
<b>TOTAL - HEALTH / SOCIAL SERVICES</b>		<b>28,000</b>	<b>28,000</b>	<b>0</b>
<b>Economic Development</b>				
Consulting	01-5-610-6120	0		
Planning Dept Services	01-5-610-6150	27,500		
Economic / Business	01-5-610-6840	92,290		
Tourism	01-5-610-6842	5,000		
Historic Preservation	01-5-610-6844	5,000		
<b>TOTAL - ECONOMIC DEVELOPMENT</b>		<b>129,790</b>	<b>129,790</b>	<b>0</b>
<b>Buchanan Street Strolls</b>				
Strolls Entertainment	01-5-615-6190	12,000		
Strolls Supplies	01-5-615-7040	4,000		
Strolls Miscellaneous	01-5-615-7900	3,500		
<b>TOTAL - ECONOMIC DEVELOPMENT</b>		<b>19,500</b>	<b>19,500</b>	<b>0</b>
<b>Utility Tax</b>				
Tripp Road Reconstruction	01-5-751-8056	0		
Southside Stormsewer Study	01-5-751-8058	0		
Bellwood Detention Basin	01-5-751-8060	0		
Poplar Grove/Lawrenceville In	01-5-751-8062	0		
<b>TOTAL - Utility Tax</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL GENERAL FUND EXPENSES</b>		<b>20,496,261</b>	<b>15,552,327</b>	<b>4,943,934</b>

REF: General Corporate Tax	(65 ILCS Para 5/8-3-1)	1,694,385
REF: Municipal Audit Tax	(65 ILCS Para 5/8-8-8)	20,000
REF: Police Protection Tax	(65 ILCS Para 5/11-1-3)	20,000
REF: Police Pension	(40 ILCS Para 5/3-125)	1,181,417
REF: Fire Protection Tax	(65 ILCS Para 5/11-7-1)	20,000
REF: Fire Pension	(40 ILCS Para 5/4-118)	1,001,132
REF: Street Lighting Tax	(65 ILCS Para 5/11-80-5)	210,000
REF: Street & Bridge Tax	(65 ILCS Para 5/11-81-1 & 2)	60,000
REF: Tort Judgements (legal)	(745 ILCS Para 10/9-107)	75,000
REF: Unemployment Insurance	(745 ILCS Para 10/9-107)	0
REF: Liability Insurance	(745 ILCS Para 10/9-107)	300,000
REF: Forestry Program Tax	(65 ILCS Para 5/11-73-1)	40,000
REF: Garbage Tax	(65 ILCS Para 5/11-19-4)	50,000
REF: Social Security Tax	(65 ILCS Para 5/21-110)	200,000
REF: Illinois Muni Retirement Fund	(40 ILCS Para 5/7-171)	65,000
REF: Emergency Services & Disaster Operations	(65 ILCS Para 5/8-3-16)	7,000
		<u>4,943,934</u>

	Budget FY 22	Amounts to be received from other sources	Amounts to be Raised by Tax Levy	
<b>Library Operations (18)</b>				
Total Expenditures	884,025	124,610	759,415	
REF: Library Tax	(75 ILCS Para(s) 5/3-1 & 4)			759,415
<b>Capital Projects Fund (41)</b>				
Total Expenditures	1,252,000	1,212,000	40,000	
REF: Public Benefit Tax	(65 ILCS Para(s) 5/9-2-39 &49)			40,000
<b>Other Funds</b>				
	Fund #			
Water / Sewer Fund	61	5,116,009	5,116,009	0
Motor Fuel Tax	10	1,215,000	1,215,000	0
Escrow / Land Cash	91	75,000	75,000	0
Kishwaukee II	15	0	0	0
Special Serv Area #2 & #3	16/17	22,200	22,200	0
Kishwaukee River T I F	13	10,600	10,600	0
Police Pension Fund		1,550,226	1,550,226	0
Firefighters' Pension Fund		1,450,098	1,450,098	0
<b>TOTAL EXPENDITURES</b>		<b>32,071,419</b>	<b>26,328,070</b>	<b>5,743,349</b>



**Ordinance No. 554H**

**TAX LEVY ORDINANCE**

An ordinance making a levy and providing for a Special Service Area #2 tax in the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2021 and ending April 30, 2022.

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

Section 1: That there is hereby levied for the City of Belvidere, Illinois, for the Special Service Area #2 a tax not to exceed .12% of the full, fair cash value of all taxable property within the Special Service Area #2, as assessed and equalized pursuant to the statute for the current year.

Section 2: That the City Clerk of the City of Belvidere shall file with the County Clerk of Boone County, Illinois a certified copy of the ordinance.

Section 3: That this ordinance shall be in full force and effect from and after its passage and approval according to law.

Passed by the Council of the City of Belvidere, Illinois, this 20th day of December, 2021 and approved by me as Mayor on the same day.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_  
Clinton Morris, Mayor

ATTEST: \_\_\_\_\_  
Sarah Turnipseed, City Clerk

**Ordinance No. 555H**

**TAX LEVY ORDINANCE**

An ordinance making a levy and providing for a Special Service Area #3 tax in the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2021 and ending April 30, 2022.

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

Section 1: That there is hereby levied for the City of Belvidere, Illinois, for the Special Service Area #3 a tax not to exceed .12% of the full, fair cash value of all taxable property within the Special Service Area #3, as assessed and equalized pursuant to the statute for the current year.

Section 2: That the City Clerk of the City of Belvidere shall file with the County Clerk of Boone County, Illinois a certified copy of the ordinance.

Section 3: That this ordinance shall be in full force and effect from and after its passage and approval according to law.

Passed by the Council of the City of Belvidere, Illinois, this 20th day of December, 2021 and approved by me as Mayor on the same day.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_  
Clinton Morris, Mayor

ATTEST: \_\_\_\_\_  
Sarah Turnipseed, City Clerk

## ORDINANCE #559H

### AN ORDINANCE VACATING A PORTION OF AN ALLEY GENERALLY LYING NORTH OF 121 N. State St. IN THE CITY OF BELVIDERE, ILLINOIS

WHEREAS, a remnant alley exists generally lying North of 121 N. State Street (the Alley) in the City of Belvidere, Illinois; and

WHEREAS, the Alley is legally described and depicted on the Attached Exhibit A which is incorporated herein by this reference (also referred to herein as the Vacated Parcel); and

WHEREAS, the Alley is no longer necessary for the public good and portions of the Alley have been previously vacated; and

WHEREAS, the City of Belvidere is a home rule unit of government within the meaning of Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and; and

WHEREAS, after proper notice, a public hearing was held on December 20, 2021 pursuant to Section 11-91-1 of the Illinois Municipal Code; and

WHEREAS, the Corporate Authorities of the City of Belvidere find that it is in the public interest to vacate the Alley as it no longer serves the public and the City will be relieved of any maintenance obligations.

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 as if fully set forth.

**SECTION 2:** The Alley is hereby vacated in accordance with 65 ILCS 5/11-91-1 et seq. and title to the Vacated Parcel shall devolve upon the adjoining properties the same as if the Alley had been dedicated by common law plat and in accordance with section 11-91-2 of the Illinois Municipal Code (65 ILCS 5/11-91-2) and as set forth in this Ordinance. The Mayor is authorized to execute and the Clerk to Attest any documents necessary or convenient to transfer title to the Vacated Parcel to the adjoin properties.

**SECTION 3:** The Parcels which shall acquire title to the Vacated Alley pursuant to 65 ILCS 5/11-31-2 are as shown on the Attached Exhibit A and are:

PIN 05-26-434-015  
PIN 05-26-434-007  
PIN 05-26-434-006

**SECTION 4:** That all maps, journals and other records of the City be changed accordingly.

**SECTION 5:** 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 6:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 7:** This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes: .

Nays:

Absentees: .

APPROVED:

\_\_\_\_\_  
Mayor Clinton Morris

(SEAL)

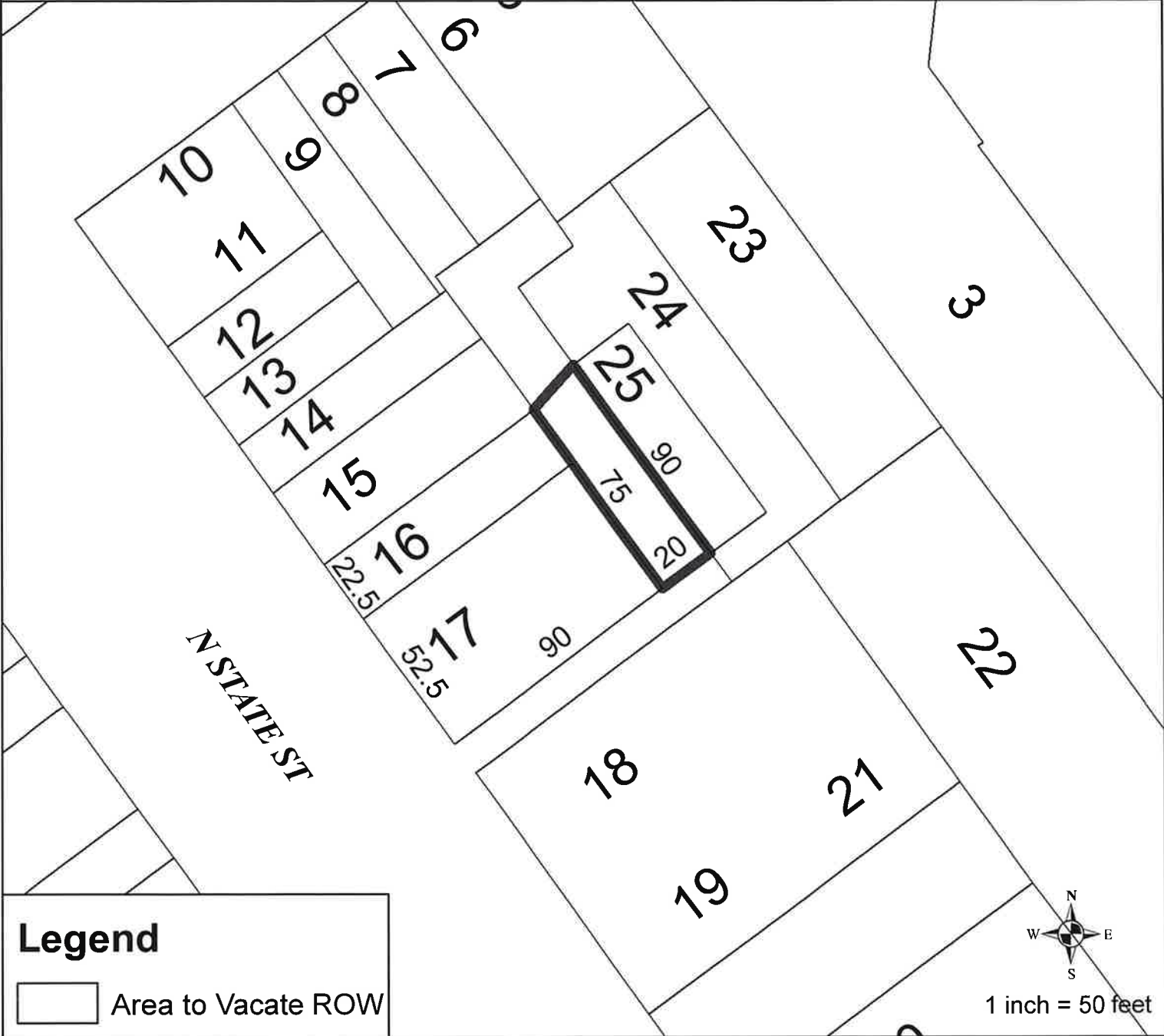
ATTEST: \_\_\_\_\_  
City Clerk Sarah Turnipseed

Passed:

Approved:

Published:

# Plat of Vacation



## Legend

 Area to Vacate ROW



1 inch = 50 feet

ALLEY VACATION - 121 North State Street

Legal Description:

Beginning at the Northeast corner of Lot Sixteen (16) in Assessor's Survey of Block 2 in Joel Walker's Addition to Belvidere recorded in Book 23 of Deeds, page 451; thence Northeasterly 78' to a point on the Westerly line of said Lot Twenty-five (25); thence Southwesterly 20' to the Southeast corner of Lot Seventeen (17) in said Assessor's Survey; thence Northwesterly 75' to the Point of Beginning; situated in the County of Boone and State of Illinois.

ORDINANCE #560H  
AN ORDINANCE AUTHORIZING  
THE EXECUTION OF A CABLE FRANCHISE  
AGREEMENT BETWEEN THE CITY OF BELVIDERE  
AND COMCAST OF ILLINOIS/INDIANA/OHIO LLC

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

**SECTION 1:** The Mayor is hereby authorized to execute and the City Clerk to attest a document known as the Cable Television Franchise Agreement between the City of Belvidere, Illinois and Comcast of Illinois/Indiana/Ohio LLC which is attached hereto and incorporated herein by this reference.

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

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye: .  
Voting Nay: .  
Abstain: .

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

(SEAL)

Passed:  
Approved:  
Published:  
J:\Draft Ordinances\comcast renewal ordinance 2021.doc

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN  
The  
CITY OF BELVIDERE  
And  
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Belvidere, Illinois (hereinafter, the “City”) and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, “Grantee”) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “Effective Date”). The City and Grantee are collectively referred to as the “Parties”.

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the City’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and

associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 (47 USC 573) of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“City” means the City of Belvidere, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Indiana/Ohio, LLC

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that



such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the City's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Red. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5<sup>th</sup> Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the City, the public, and/or educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean pursuant and in addition to the City's Right of Way Ordinance (Chapter 98, Article VIII, Construction of Utility Facilities in the Rights-Of-Way, Belvidere, Illinois Municipal Code) the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution, and Ordinance/Resolution No. \_\_\_\_\_ approving and authorizing the execution of this Agreement, the City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair and maintenance work on the Cable System. The foregoing shall not apply to fire lanes or designated handicapped parking spaces.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Chapter 98, Article VIII, entitled “Construction of Utility Facilities in the Rights-of-Way” of the Municipal Code, City of Belvidere, Illinois, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### 3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility’s exercise of authority granted under its tariff to charge consumers for the said utility’s cost of the project that are not reimbursed by the City shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee’s facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

### **SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee’s Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this

Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The City may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A, and shall specify the

requested level of services and number of outlets for each location. The City shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise. In the event the FCC Third 621 Order is reversed on appeal on the issue of complimentary services (pending at the 6<sup>th</sup> Circuit at the time of this Agreement) and that reversal becomes final, the City and the Grantee will revert to the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service, one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) and a free Standard Installation at one outlet to all eligible buildings as defined in the state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The City must become qualified and authorized to activate the EAS, through the authorized State EAS plan. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Chapter 26, Article VI of the Belvidere Municipal Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Should the State repeal 220 ILCS 5/22-501 and not provide a succeeding customer protection process, the Parties agree to follow the terms of 220 ILCS 5/22-501 until the conclusion of this Franchise Agreement.

## **SECTION 5: Oversight and Regulation by Village**

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid

during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), and the City actually proposes to increase the Franchise Fee in exercise of such authority, the City may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the City shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the City increases said Franchise Fee, the Grantee shall notify its Subscribers of the City's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11, of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the City shall provide on an annual basis, a complete list of addresses within the corporate limits of the City. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

#### **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee’s request for consent within one

hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

### **SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the City certificates of insurance in accordance with Chapter 98, Article VIII of the Belvidere Municipal Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, maintaining, and operating its Cable System within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

### **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1 EG Capacity. The Grantee shall provide capacity for the City's noncommercial educational and governmental ("EG") programming through Grantee's Cable System consistent with the requirements set forth herein. The City's EG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. As of the Effective Date of this Agreement, the City utilizes one (1) EG channel. Notwithstanding Section 8.8., below, Grantee shall provide said EG Channel at all times throughout this



Franchise Agreement. The City may request, and Grantee shall provide, a second EG channel upon one hundred eighty (180) days advance written notice by the City and sufficient proof that the current channel is inadequate for all programming offered. "Sufficient proof" shall include a verified program log of all original, non-repeat, first-run, non-character generated, locally produced programs that are carried on the existing channel for the prior six month period during the times of noon to midnight. In the event that eighty percent (80%) of the programming on the channel meets the criteria of being original, non-repeat, first-run, non-character generated, locally produced programming, Grantee shall provide a second channel. Any cost for the activation of the additional channel shall be paid for by the City. The Grantee may offer the City's entire EG programming on its basic digital tier of service.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for EG use. However, the EG channel is, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the EG channel among and between different non-commercial uses and Users. The City shall be responsible for the editorial control of the Video Programming on the EG Channel except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the City determines that it wants the capacity to allow subscribers in the City to receive EG access programming (video and character generated) which may originate from schools, City facilities and/or other government facilities (other than those having an Origination Point as established pursuant to Paragraph 1 above); or at such time that the City determines that it wants to establish or change a location from which EG access programming is originated; or in the event the City wants to upgrade the connection to Grantee from an existing signal point of origination, the City will give Grantee written notice detailing the point of origination and the capability sought by the City. Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse Grantee for its expenditure, Grantee will implement any necessary system changes within a reasonable period of time.

8.4. EG Signal Quality. Provided EG signal feeds are delivered by the City to the designated signal input point without material degradation, the EG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. EG Capital. The City may designate a PEG access capital project to be funded by the City as provided for herein. The City shall send written notice of the City's desire for Grantee to collect a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month to be passed on to each Subscriber pursuant to Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall make the PEG Capital Fee payments to the City at the same time and in the same manner as Franchise Fee payments. The City's notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (PEG Access capital costs) and the Grantee shall have the opportunity to review and make recommendations upon the City's plan prior to agreeing to collect and pay to the City the requested amount. Consistent with the description of the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a

portion of the PEG Capital Fee from year to year as a designated fund to permit the City to make large capital expenditures, if necessary, provided that if the entire amount is not expended during the term of this agreement, any remaining funds shall be credited against PEG Capital requests from the City in subsequent franchise renewals. Moreover, if the City chooses to borrow from itself or a financial institution for large PEG capital purchases or capital expenditures, the City shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty (120) days of the City's written request. On an annual basis, the City shall provide the Grantee with a report detailing how the prior year's funding was spent or confirming it is being held in a capital reserve account for future PEG capital needs.

8.6. Interest. For any payments owed by Grantee in accordance with this Section 13.E. which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JPMorgan Chase & Co., or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.7. Grantee and City agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542 and Sections 13.E.(3) and (4) above.

8.8. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the City upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion

of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the City as Municipal Code, City of Belvidere, Illinois, Chapter 26, Article VI; and, pursuant to Section 3.1 of this Franchise Agreement and Chapter 98, Article VIII of the Belvidere Municipal Code, to enforce the Grantee's compliance with the City's requirements regarding "Construction Of Utility Facilities In The Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

**SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee’s ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee’s cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties’ rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Belvidere  
401 Whitney Boulevard, Ste. 100  
Belvidere, Illinois 61008  
ATTN: City Clerk

To the Grantee:

Comcast  
1500 McConnor Parkway  
Schaumburg, Illinois 60173  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance

adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable without regards to conflict of law provisions.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the 17<sup>th</sup> Circuit Court of the State of Illinois, Boone County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois Western Division.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights or obligations, substantive or procedural, that the City or the Grantee may have under Federal or State law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to

execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

10.11. No Waiver. The Franchise Agreement does not relieve the Grantee from the obligation of obtaining any required municipal, state, county or federal permits, licenses or approvals for the construction, maintenance, or operation of the Cable System nor from complying with any relevant Federal, State or local ordinance, statute or regulation of general applicability. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the City of Belvidere:**

**For Comcast of Illinois/  
Indiana/Ohio, LLC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ORDINANCE #561H

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY  
(FIRE DEPARTMENT VEHICLE)

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

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

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

WHEREAS, the Corporate Authorities find that the Surplus Vehicles should be traded in for the purchase of new vehicles.

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

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

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

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

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

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

Ayes: .  
Nays: .  
Absent: .

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: City Clerk Sarah Turnipseed

Passed:  
Approved:  
Published:



EXHIBIT A

1) Dodge Charger VIN 2B3KA43G78H306031