

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

July 1, 2024

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

(1) Roll Call:

(2) Pledge of Allegiance:
Invocation:

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

(4) Approval of Minutes:

(A) Approval of Minutes of the regular meeting of the Belvidere City Council of June 17, 2024; as presented.

(5) Public Hearing:

(A) Annexation Agreement relating to real property generally located South of the intersection of Bus. US Route 20 and Distillery Road.

(6) Special Messages and Proclamations:

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Approval of Minutes of the regular Committee of the Whole – Public Safety and Finance and Personnel of June 24, 2024; as presented.

(9) Unfinished Business:

(A) Ord. #681H – 2nd Reading: An Ordinance Granting a Special Use to Amend a Planned Development within the HI, Heavy Industrial District (Crosslink Business Park No. 2 Subdivision).

(B) Ord. #682H – 2nd Reading: An Ordinance Approving a Replat Titled Replat of Lot 2 of Crosslink Business Park No. 2 Subdivision.

(C) Ord. #683H – 2nd Reading: An Ordinance Authorizing the Execution of an Annexation Agreement between the City of Belvidere and Belvidere Township Park District.

(D) Ord. #684H – 2nd Reading: An Ordinance Annexing Certain Territory Lying South of US Business Route 20, and West of Distillery Road to the City of Belvidere, Boone County Illinois.

(10) New Business:

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

(B) Res. #2024-9 – Resolution Authorizing the Mayor’s Execution of a Master Supply Agreement with MC Squared Pursuant to the City of Belvidere Municipal Electric Aggregation Program.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of June 24, 2024.

Motions of Public Safety – Chairman Matt Fleury:

(A) Motion to accept a donation of \$10,000.00 from an anonymous donor to be used for a purchase to be determined at a later date.

(B) Motion to approve the Mayor to sign a contract authorizing the purchase of 47 Motorola APX N70 portable radio packages for \$368,020.58 and authorize the use of \$367,717.00 from the Illinois Department of Commerce and Economic Opportunity grant with the remaining \$303.58 to be taken from the Police Departments miscellaneous funds line item.

(C) Motion to approve the Mexico Independence Day parade permit request from LULAC Belvidere for September 14, 2024.

Motions of Finance & Personnel – Chairman Wendy Frank:

(D) Motion to accept grant funds from The Morton Arboretum in the amount of \$76,650.00 to be used for the completion of a tree inventory, canopy assessment, and urban forest management plan for all publicly-owned property in the City, and to authorize the Mayor and Finance Director to execute any documentation necessary to facilitate the receipt of grant funds.

(E) Motion to authorize the Mayor and City Clerk to execute an Agreement Regarding Receipt of Developer Subdivision Contributions with the Belvidere Community Unit School District #100.

(11) Other:

(A) Executive Session for litigation, either pending or imminent pursuant to 2(c)(11) of the Open Meetings Act.

(12) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: June 17, 2024

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

Call to order by Mayor Morris.

(1) Roll Call: Present: J. Albertini, M. Fleury, W. Frank, M. Freeman,
S. Gramkowski, M. McGee, D. Snow and
C. Stevens.

Absent: R. Brereton and N. Mulhall.

Other staff members in attendance:

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

(2) Pledge of Allegiance:

Invocation: Mayor Morris.

(3) Public Comment:

(A) Ron Wilhoit spoke regarding the progress being made concerning poor condition
and standing water in and around Fridh Park.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
June 3, 2024; as presented.

Motion by Ald. Snow, 2nd by Ald. Fleury to approve the minutes of the regular meeting
of the Belvidere City Council of June 3, 2024. Aye voice vote carried. Motion carried.

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(5) Public Hearing:

Mayor Morris opened the Public Hearing at 6:07p.m. and stated the publication for the Public Hearing on the Vacation of Portions of Morreim Drive and Crosslink Parkway appeared in the Boone County Journal on May 30, 2024, and asked if there was anyone here to address the public hearing, there being none the public hearing closed at 6:08p.m.

(6) Special Messages and Proclamations:

- (A) Report of Growth Dimensions by Executive Director Pam Lopez-Fettes.
- (B) Report of IDA Public Library by Director Mindy Long.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$2,719,840.11
Water & Sewer Fund Expenditures: \$ 435,820.00

Motion by Ald. Gramkowski, 2nd by Ald. McGee to approve the General & Special Fund Expenditures in the amount of \$2,719,840.11. Roll Call Vote: 8/0 in favor. Ayes: Albertini, Fleury, Frank, Freeman, Gramkowski, McGee, Snow and Stevens. Nays: None. Motion carried.

Motion by Ald. Frank, 2nd by Ald. Gramkowski to approve the Water & Sewer Fund Expenditures in the amount of \$435,820.00. Roll Call Vote: 8/0 in favor. Ayes: Fleury, Frank, Freeman, Gramkowski, McGee, Snow, Stevens and Albertini. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime Pay for May 2024.
- (B) Monthly Report of Belvidere Fire Department Overtime Pay for May 2024.
- (C) Monthly Report of Community Development Department/Planning Department for May 2024.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for May 2024.
- (E) Monthly General Fund Report for May 2024.
- (F) Monthly Water/Sewer Fund Report May 2024.
- (G) Monthly CD Investments for May 2024.
- (H) Minutes of Planning and Zoning Commission June 11, 2024.

Let the record show these reports were placed on file.

- (I) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of June 10, 2024.

Motion by Ald. Snow, 2nd by Ald. Albertini to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of June 10, 2024. Aye voice vote carried. Motion carried.

Belvidere City Council
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(9) Unfinished Business:

- (A) Ord. #680H – 2nd Reading: An Ordinance Vacating Portions of Morreim Drive and Crosslink Parkway.

Motion by Ald. Snow, 2nd by Ald. McGee to pass Ord. #680H. Roll Call Vote: 8/0 in favor. Ayes: Frank, Freeman, Gramkowski, McGee, Snow, Stevens, Albertini and Fleury. Nays: None. Motion carried.

(10) New Business:

- (A) Ord. #681H – 1st Reading: An Ordinance Granting a Special Use to Amend a Planned Development within the HI, Heavy Industrial District (Crosslink Business Park No. 2 Subdivision).
- (B) Ord. #682H – 1st Reading: An Ordinance Approving a Replat Titled Replat of Lot 2 of Crosslink Business Park No. 2 Subdivision.
- (C) Ord. #683H – 1st Reading: An Ordinance Authorizing the Execution of an Annexation Agreement between the City of Belvidere and Belvidere Township Park District.
- (D) Ord. #684H – 1st Reading: An Ordinance Annexing Certain Territory Lying South of US Business Route 20, and West of Distillery Road to the City of Belvidere, Boone County Illinois.

Let the record show Ordinance #681H, #682H, #683H and #684H were placed on file for first reading.

- (E) Motion to Waive Section 2-88, Referral to Committees, of the City of Belvidere Municipal Code with respect to the application to the organized Retail Crime Program Grant.

Motion by Ald. Snow, 2nd by Ald. Stevens to Waive Section 2-88, Referral to Committees, of the City of Belvidere Municipal Code with respect to the application to the organized Retail Crime Program Grant. Roll Call Vote: 8/0 in favor. Ayes: Freeman, Gramkowski, McGee, Snow, Stevens, Albertini, Fleury and Frank. Nays: None. Motion carried.

- (F) Motion to approve the grant application of the Organized Retail Crime Program Grant offered by the Illinois Attorney General's Office for 4 Flock Safety Automatic License Plate Reader cameras at a cost of \$16,800.

Motion by Ald. Snow, 2nd by Ald. Stevens to approve the grant application of the Organized Retail Crime Program Grant offered by the Illinois Attorney General's Office for 4 Flock Safety Automatic License Plate Reader cameras at a cost of \$16,800. Discussion took place concerning cameras and grant. Roll Call Vote: 6/2 in favor. Ayes: McGee, Snow, Stevens, Albertini, Fleury and Frank. Nays: Gramkowski and Freeman. Motion carried.

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Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of June 10, 2024.

- (A) Motion to approve a one-year extension to the special use granted per Ord. #628H at 1868 Crystal Parkway. Roll Call Vote: 8/0 in favor. Ayes: McGee, Snow, Stevens, Albertini, Fleury, Frank, Freeman and Gramkowski. Nays: None. Motion carried.
- (B) Motion to approve a one-year extension to the special use granted per Ord. #536H at 425 Beloit Road. Roll Call Vote: 8/0 in favor. Ayes: Snow, Stevens, Albertini, Fleury, Frank, Freeman, Gramkowski and McGee. Nays: None. Motion carried.
- (C) Motion to consent to and approve the appointment of Carl Gnewuch to the Belvidere Planning and Zoning Commission for a five-year term, ending in May 2029. Roll Call Vote: 8/0 in favor. Ayes: Stevens, Albertini, Fleury, Frank, Freeman, Gramkowski, McGee and Snow. Nays: None. Motion carried.
- (D) Motion to consent to and approve the appointment of Natali Monaghan to the Belvidere Historic Preservation Commission for a three-year term, ending in April 30, 2027. Roll Call Vote: 8/0 in favor. Ayes: Albertini, Fleury, Frank, Freeman, Gramkowski, McGee, Snow and Stevens. Nays: None. Motion carried.
- (E) Motion to consent to and approve the appointment of Dawn Brooks to the Belvidere Historic Preservation Commission for a three-year term, ending in April 30, 2027. Roll Call Vote: 8/0 in favor. Ayes: Fleury, Frank, Freeman, Gramkowski, McGee, Snow, Stevens and Albertini. Nays: None. Motion carried.
- (F) Motion to consent to and approve the appointment of Lisa Kummerow to the Belvidere Historic Preservation Commission for the vacated three-year term, ending in April 30, 2025. Roll Call Vote: 8/0 in favor. Ayes: Frank, Freeman, Gramkowski, McGee, Snow, Stevens, Albertini and Fleury. Nays: None. Motion carried.
- (G) Motion to consent to and approve the appointment of David Kummerow to the Belvidere Historic Preservation Commission for a three-year term, ending in April 30, 2027. Roll Call Vote: 8/0 in favor. Ayes: Freeman, Gramkowski, McGee, Snow, Stevens, Albertini, Fleury and Frank. Nays: None. Motion carried.
- (H) Motion to approve the proposal from Advanced Rehabilitation Technology, to complete the lining of ten sanitary sewer manholes at a cost of \$41,237.75. This work will be paid for from sewer depreciation line item #61-1790. Roll

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- Call Vote: 8/0 in favor. Ayes: Gramkowski, McGee, Snow, Stevens, Albertini, Fleury, Frank and Freeman. Nays: None. Motion carried.
- (I) Motion to approve the proposal from Innovative Underground, to complete the lining of 470 lineal feet of 8” sanitary sewer main for a total cost of \$39,950.00. This work will be paid from sewer depreciation line item #61-1790. Roll Call Vote: 8/0 in favor. Ayes: McGee, Snow, Stevens, Albertini, Fleury, Frank, Freeman and Gramkowski. Nays: None. Motion carried.
- (J) Motion to approve the proposal from Innovative Underground, to complete the lining of two sanitary sewer services for a total of 55 lineal feet at a cost of \$13,750.00. This work will be paid for from sewer collection line item #61-5-830-6000. Discussion took place concerning location of lines and how lines to be fixed were identified. Roll Call Vote: 8/0 in favor. Ayes: Snow, Stevens, Albertini, Fleury, Frank, Freeman, Gramkowski and McGee. Nays: None. Motion carried.
- (K) Motion to approve the engineering services work order from Baxter & Woodman, in an amount not-to-exceed \$46,000.00, to complete the WWTP Facility Planning Report. This work will be paid for from the Sewer Department Depreciation Line Item #61-1790. Roll Call Vote: 8/0 in favor. Ayes: Stevens, Albertini, Fleury, Frank, Freeman, Gramkowski, McGee and Snow. Nays: None. Motion carried.
- (L) Motion to approve the proposal from Aquatics Informatics, Inc, in the amount of \$16,660.00, for the purchase and installation of Rio Water Operations and Compliance Software for the WWTP SCADA System. This work will be paid from Sanitary Sewer Connection Fees. Roll Call Vote: 8/0 in favor. Ayes: Albertini, Fleury, Frank, Freeman, Gramkowski, McGee, Snow and Stevens. Nays: None. Motion carried.
- (M) Motion to approve the proposal from CES, Inc. in the amount of \$8,050.00, to complete the preliminary engineering for the Genoa Road Improvement Project. This work will be split with the County and the City’s share of \$4,025.00 will be paid from Line Item #01-5-360-6140. Roll Call Vote: 8/0 in favor. Ayes: Fleury, Frank, Freeman, Gramkowski, McGee, Snow, Stevens and Albertini. Nays: None. Motion carried.
- (N) Motion to approve the low bid from Rock Road Companies, in the amount of \$514,757.55 for the 2024 MFT Street Overlay Program, subject to IDOT approval. This work will be paid from MFT Funds. Discussion took place regarding when project will begin. Roll Call Vote: 8/0 in favor. Ayes: Frank, Freeman, Gramkowski, McGee, Snow, Stevens, Albertini and Fleury. Nays: None. Motion carried.

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(O) Motion to approve the low bid from Countryman, Inc. in the amount of \$9,412.75 for the 2024 MFT Thermoplastic Pavement Striping Project, subject to IDOT approval. This work will be paid for from MFT Funds. Roll Call Vote: 8/0 in favor. Ayes: Freeman, Gramkowski, McGee, Snow, Stevens, Albertini, Fleury and Frank. Nays: None. Motion carried.

Mayor Morris announced Heritage Days will take place June 28-29th and invited Alderman to ride on the city float in the Heritage Day's Parade.

Mayor Morris reminded staff and council of Deputy Chief Matt Wallace Retirement Party on June 21, 2024

(11) Adjournment:

Motion by Ald. Snow, 2nd by Ald. Frank to adjourn meeting at 7:11p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

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

On, July 1, 2024 at 6:00 P.M., a public hearing will be held by the Mayor and City Council of the City of Belvidere, in the City Council Chambers, 401 Whitney Boulevard, Belvidere, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing an Annexation Agreement relating to real property generally located South West of the intersection of Bus. U.S. Route 20 and Distillery Road and legally described as follows:

Tract A

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, excepting therefrom all that part lying northwesterly of the centerline of the Beaver Creek and further excepting therefrom the north 575.00 feet of the east 265.15 feet of said Southwest $\frac{1}{4}$. Subject to the rights of the public and the State of Illinois in and to those portions used, taken or dedicated for public road purposes, Situated in the County of Boone, and the State of Illinois.

Tract B

The north 575 feet of the east 265.15 feet of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian. Subject to the rights of the Public and the State of Illinois in and to those portions used, taken or dedicated for public road purposes. Situated in the County of Boone and the State of Illinois.

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: June 10, 2024 Sarah Tumipseed, City Clerk

Published in *The Boone County Journal*: 6/13/24

Minutes
Committee of the Whole
Public Safety and Finance and Personnel
June 24, 2024
6:00 p.m.

Date: June 24, 2024

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

Call to Order – Mayor Clinton Morris:

Roll Call:

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

Absent: N. Mulhall.

Other staff members in attendance:

Assistant Public Works Director Jordan Keck, Budget and Finance Officer Shannon Hansen, Police Chief Shane Woody, Fire Chief Shawn Schadle, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

Public Comment: Mayor Morris announced Heritages Days events that will take place June 28th -29th in downtown Belvidere and at the Boone County Fairgrounds.

Public Forum: None.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
 - (A) Police Department – Update.

Police Chief Shane Woody presented an update.

- (B) Police Department – Acceptance of Donation.

Motion by Ald. Gramkowski, 2nd by Ald. Fleury to accept a donation of \$10,000.00 from an anonymous donor to be used for a purchase to be determined at a later date. Aye voice vote carried. Motion carried.

(C) Police Department – Purchase of 47 Motorola APX N70 Radios.

Motion by Ald. Stevens, 2nd by Ald. Fleury to approve the Mayor to sign a contract authorizing the purchase of 47 Motorola APX N70 portable radio packages for \$368,020.58 and authorize the use of \$367,717.00 from the Illinois Department of Commerce and Economic Opportunity grant with the remaining \$303.58 to be taken from the Police Departments miscellaneous funds line item. Discussion took place regarding use of old radios, number of radios being purchased and life of new radios. Aye voice vote carried. Motion carried.

(D) Fire Department – Update.

Fire Chief Shawn Schadle presented an update.

(E) LULAC Belvidere Parade Request.

Motion by Ald. Frank, 2nd by Ald. Stevens to approve the Mexico Independence Day parade permit request from LULAC Belvidere for September 14, 2024. Aye voice vote carried. Motion carried.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Finance Department – Update.

Budget and Finance Office Shannon Hansen presented an update.

(B) Residential Electric Aggregation Program.

Motion by Ald. Snow, 2nd by Ald. Stevens to authorize the Mayor and City Clerk to execute a Resolution authorizing the Mayor's execution of a Master Supply Agreement with MC Squared pursuant to the City of Belvidere Municipal Electric Aggregation Program. Aye voice vote carried. Motion carried.

(C) Acceptance of Grants Funds from The Morton Arboretum.

Motion by Ald. Frank, 2nd by Ald. Snow to accept grant funds from The Morton Arboretum in the amount of \$76,650.00 to be used for the completion of a tree inventory, canopy assessment, and urban forest management plan for all publicly-owned property in the City, and to authorize the Mayor and Finance Director to execute any documentation

necessary to facilitate the receipt of grant funds. Discussion took place regarding canopy assessment. Aye voice vote carried. Motion carried.

(D) Distribution of Impact Fees.

Motion by Ald. Albertini, 2nd by Ald. Stevens to authorize the Mayor and City Clerk to execute an Agreement Regarding Receipt of Developer Subdivision Contributions with the Belvidere Community Unit School District #100. Discussion took place concerning Agreement Regarding the Receipt of Developer Subdivision Contributions. Aye voice vote carried. Motion carried.

5. Other:

(A) An Ordinance Adding Certain Territory to Ward 1 of the City of Belvidere.

Motion by Ald. McGee, 2nd by Ald. Albertini to adopt an Ordinance Adding Certain Territory to Ward 1 of the City of Belvidere. Aye voice vote carried. Motion carried.

6. Adjournment:

Motion by Ald. Frank, 2nd by Ald. Albertini to adjourn meeting at 6:40p.m. Aye voice vote carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk

ORDINANCE NO. 681H

**AN ORDINANCE GRANTING A SPECIAL USE
TO AMEND A PLANNED DEVELOPMENT
WITHIN THE HI, HEAVY INDUSTRIAL DISTRICT
(Crosslink Business Park No 2. Subdivision)**

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

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

WHEREAS, The applicant, William Hupperich (Manhard Consulting, LTD), 1 Overlook Point, #290, Lincolnshire, IL 60069 on behalf of property owner, Wal-Mart Stores East, LP, 702 SW 8th Street Mailstop 0505, Bentonville, AR 72716 is requesting a special use to amend a planned development in regards to photometrics and road frontage requirements; and

WHEREAS, after due notice by publication pursuant to the Illinois State Statutes, the City of Belvidere Planning and Zoning Commission held a public hearing on June 11, 2024 concerning the proposed Special Use; and,

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

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

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

Section 1. The foregoing recitals are incorporated herein by this reference.

Section 2. That a Special Use in the HI, Heavy Industrial District to amend a planned development on the property depicted in Attachment A and legally described as:

Lots 1 and 2 as designated upon the Final Plat of Crosslink Business Park No. 2 Subdivision, being a subdivision of Part of the Northeast Quarter, Southeast Quarter and Southwest Quarter of Section 34, Township 44 North, Range 3,

East of the Third Principal Meridian according to the Plat thereof recorded September 11, 2023 in Plat File Envelope 403-B of Plats as Document No. 2023R03635 in the Recorder's Office of Boone County, Illinois; situated in the County of Boone and State of Illinois. PINs: 05-34-400-013 and 05-34-326-005.

Is hereby approved, subject to the following conditions:

1. The Planned Development shall be developed in substantial conformance with the site plan shown on the photometrics plan dated 5/1/24. (Attachment B)
2. A full final site plan shall be submitted to staff (building, public works, police, fire, planning, etc.) for review and subject to final approval prior to the issuance of building permits.
3. The amendment to the planned development is granting only the following flexible standards Section 150.105(C)(9)(G)(2)(B) reducing the required minimum street frontage from 40 feet to zero feet, Section 150.707(E)(1) allowing for the maximum luminaire height to be increased from 30 feet to 42 feet; Section 151.41.f.3 reducing the required frontage along a street from 40 feet to zero feet.

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

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

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

Section 6. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

PASSED by the City Council of the City of Belvidere this ____ day of _____, 2024.

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

Clinton Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: ____ Nays: ____ Absent: ____

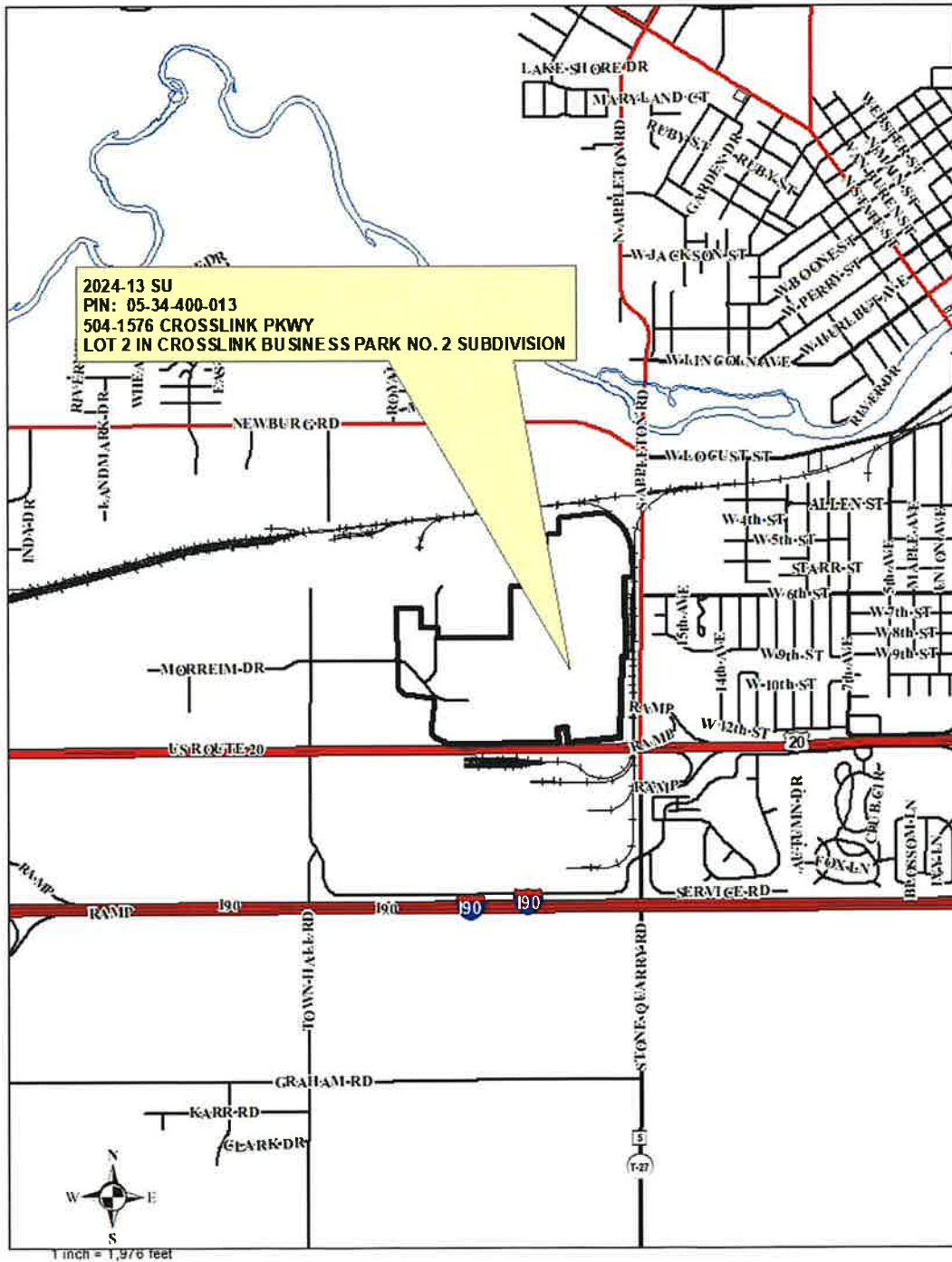
City Council Members Voting Aye: __

City Council Members Voting Nay: __

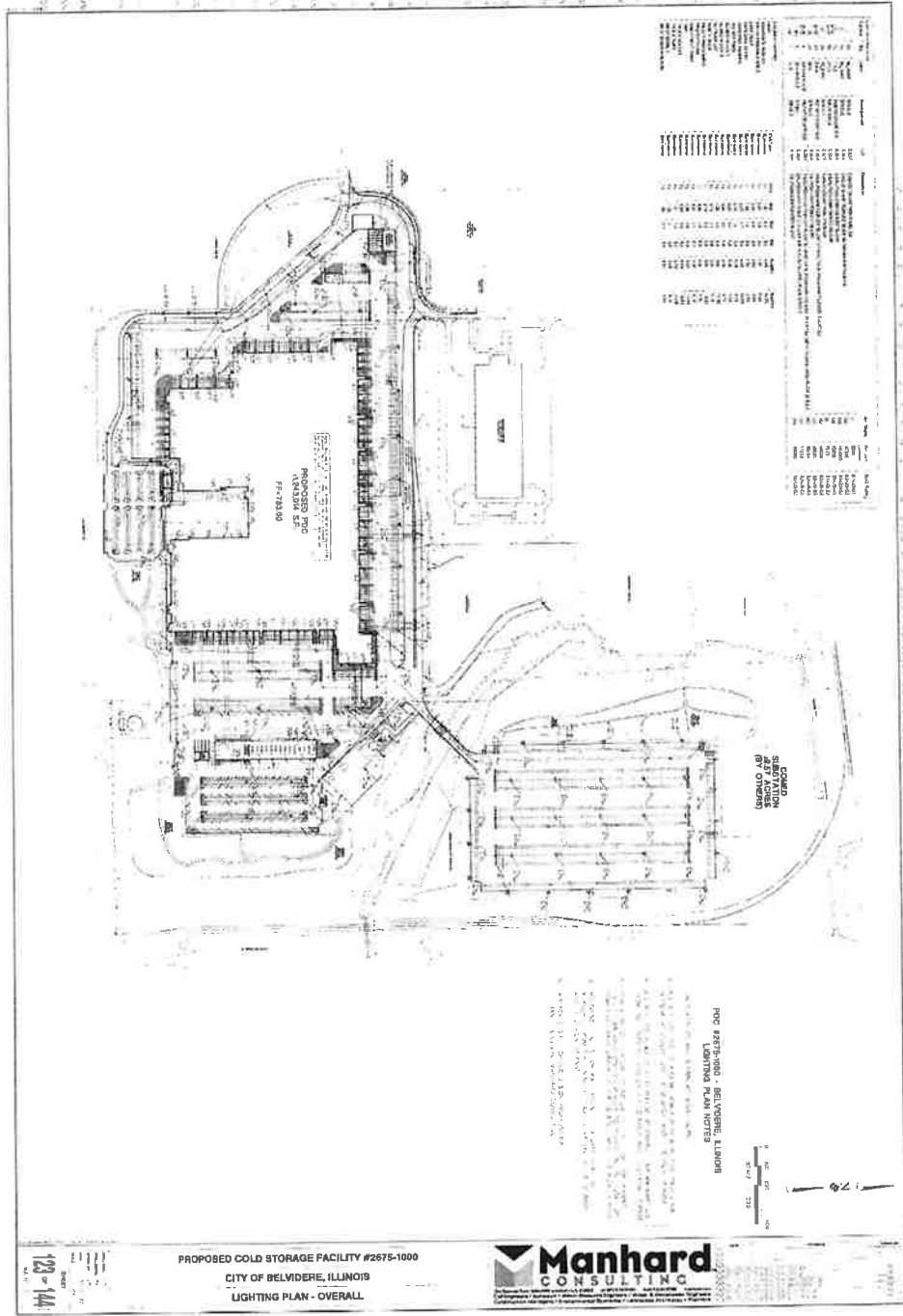
Date Published:

Sponsor: _____

ATTACHMENT A



ATTACHMENT B



ORDINANCE NO. 682H

**AN ORDINANCE APPROVING
A REPLAT TITLED
REPLAT OF LOT 2 of CROSSLINK BUSINESS PARK No. 2 SUBDIVISION**

WHEREAS, the City of Belvidere has adopted a Subdivision Ordinance (Chapter 151 of the Belvidere Municipal Code) in accordance with the provisions of Illinois Compiled Statutes to regulate the division of land and specify the minimum requirements for public improvements on land in the City of Belvidere; and,

WHEREAS, the property owner, Wal-Mart Stores East, LP, 702 SW 8th Street, Mailstop 0505, Bentonville, AR 72716 has petitioned the City of Belvidere for approval of the replat titled Replat of Lot 2 of Crosslink Business Park No. 2 Subdivision.

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

Section 1. That the attached Replat titled Replat of Lot 2 of Crosslink Business Park No. 2 Subdivision be, and is hereby approved, subject to the following conditions:

1. The title of the plat shall be changed to Replat of Lot 2 of Crosslink Business Park No. 2 Subdivision.
2. The dimension for the curve at the northeast corner of Lot 2 needs to be shown.
3. An explanation of purpose for the access easement that is acceptable to the City and the intended users of Lots 1 and 2 shall be depicted on the plat.
4. A sentence shall be added to the stormwater management easement provisions stating that the two easements shown as being abrogated are hereby vacated and replaced with those depicted on this replat.
5. The public utility and drainage easement provision and the city easement provision that were on the Final Plat of Crosslink Business Park No.2 Subdivision shall be depicted on this replat.
6. Reference to Sjostrom and Sons, Inc. shall be removed from the Notary certificate block.
7. All public improvements shall be completed in accordance with approved construction plans for the development. An engineer's estimate of cost for the public improvements to be completed as a part of this project shall be submitted along with the construction plans for this plat.
8. A Performance Bond or Letter-of-Credit is required for all public improvements on forms provided by the City and must be submitted prior to the recording of the RePlat or approval and release of the construction plans for the development by the Director of Public Works.

9. A construction inspection fee in the amount of three percent of the approved engineer's estimate of costs for the public improvements must be paid to the City Clerk prior to approval and release of the construction plans for the development by the Director of Public Works.
10. Stormwater detention must be provided for development of this plat. A drainage plan for this plat must be submitted and approved prior to construction.
11. A note stating that deviations from the subdivision code were granted per Ordinances 609H and 6XXH (to be determined at time of Case 2024-13's approval).
12. The revised plat shall be presented to the planning department for review and approval before any signatures are obtained.
13. The plat shall be recorded with the County Recorder of Deeds within 90 days of City Council approval, unless a plat-recording extension is granted.
14. The final plat shall be in compliance with all applicable codes, ordinances and agreements unless specifically waived by the City Council.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute the plat upon presentment of a proper guarantee for the construction of the required subdivision improvements and payment of the construction inspection fee in accordance with the Belvidere Subdivision Ordinance.

Section 3. That the City Clerk is hereby authorized and directed to cause the replat to be recorded with the Boone County Recorder of Deeds after the plat is properly executed by all of the officers of the City of Belvidere.

Section 4. That this Ordinance shall be in full force and effect from and after its passage as provided by local law and pursuant to Illinois State Statutes. This written and foregoing Ordinance is published by authority of the corporate authorities of the City of Belvidere in pamphlet form on this date.

PASSED by the City Council of the City of Belvidere this _____ day of _____, 2024.

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

Clint Morris, Mayor

ATTEST:

Sarah Turnipseed, City Clerk

Ayes: _____ Nays: _____ Absent: _____

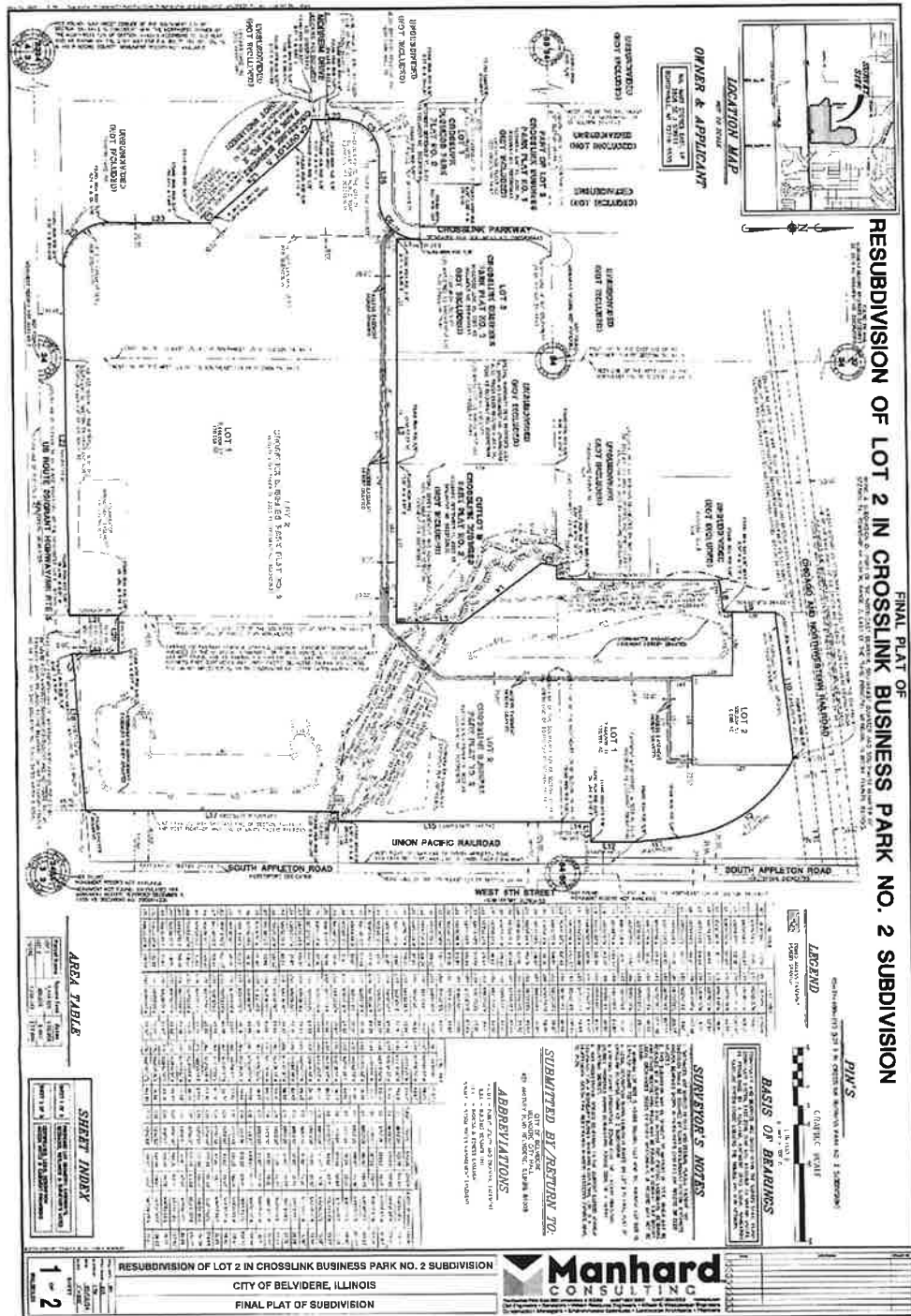
City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

Sponsor: _____

ATTACHMENT A



FINAL PLAT OF
RESUBDIVISION OF LOT 2 IN CROSSLINK BUSINESS PARK NO. 2 SUBDIVISION

RESUBDIVISION OF LOT 2 IN CROSSLINK BUSINESS PARK NO. 2 SUBDIVISION

DATE OF RECORD: 11/18/11

11/18/11

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ACCESS NOTES
1. The plat is subject to all existing easements, rights and interests of record.
2. The plat is subject to all existing covenants, conditions and restrictions of record.
3. The plat is subject to all existing zoning ordinances and regulations.
4. The plat is subject to all existing utility easements and lines.
5. The plat is subject to all existing survey monuments and markers.
6. The plat is subject to all existing boundary lines and areas.
7. The plat is subject to all existing area and volume measurements.
8. The plat is subject to all existing bearings and distances.
9. The plat is subject to all existing bearings and distances.
10. The plat is subject to all existing bearings and distances.

REMARKS
This plat is a resubdivision of Lot 2 in Crosslink Business Park No. 2 Subdivision, as shown on the plat of said subdivision recorded in the Office of the Recorder of Deeds for the County of Belvidere, Illinois, on this 11th day of November, 2011.

LEGAL DESCRIPTION
The following is a legal description of the land shown on this plat:
Lot 2 in Crosslink Business Park No. 2 Subdivision, as shown on the plat of said subdivision recorded in the Office of the Recorder of Deeds for the County of Belvidere, Illinois, on this 11th day of November, 2011.

COMMISSIONER'S CERTIFICATE
I, the undersigned, Commissioner of the Recorder of Deeds for the County of Belvidere, Illinois, do hereby certify that the foregoing is a true and correct copy of the original plat of resubdivision of Lot 2 in Crosslink Business Park No. 2 Subdivision, as shown on the plat of said subdivision recorded in the Office of the Recorder of Deeds for the County of Belvidere, Illinois, on this 11th day of November, 2011.

NOTICE TO THE PUBLIC
This plat is subject to all existing easements, rights and interests of record. The plat is subject to all existing covenants, conditions and restrictions of record. The plat is subject to all existing zoning ordinances and regulations. The plat is subject to all existing utility easements and lines. The plat is subject to all existing survey monuments and markers. The plat is subject to all existing boundary lines and areas. The plat is subject to all existing area and volume measurements. The plat is subject to all existing bearings and distances.

MANHARD CONSULTING
Manhard Consulting, Inc.
1111 North Lincoln Street
Belvidere, Illinois 61213
Phone: 815-326-1111
Fax: 815-326-1112
www.manhardconsulting.com

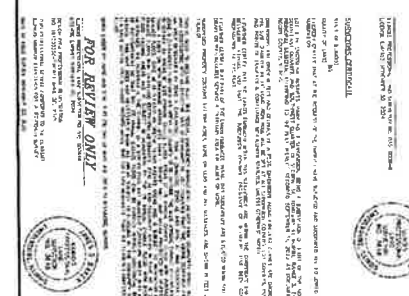
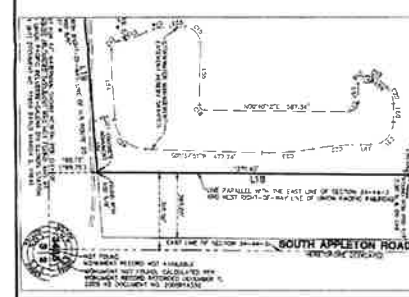
OWNER'S CERTIFICATE
I, the undersigned, owner of the land shown on this plat, do hereby certify that the foregoing is a true and correct copy of the original plat of resubdivision of Lot 2 in Crosslink Business Park No. 2 Subdivision, as shown on the plat of said subdivision recorded in the Office of the Recorder of Deeds for the County of Belvidere, Illinois, on this 11th day of November, 2011.

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RESUBDIVISION OF LOT 2 IN CROSSLINK BUSINESS PARK NO. 2 SUBDIVISION
CITY OF BELVIDERE, ILLINOIS
FINAL PLAT OF SUBDIVISION

2 of 2

ORDINANCE #683H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT BETWEEN THE
CITY OF BELVIDERE AND
BELVIDERE TOWNSHIP PARK DISTRICT

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, Belvidere Township Park District is the owner (the Current Owner) of record with respect to certain territory that is legally described in the Annexation Agreement (the Territory) which is attached to this Ordinance (the Annexation Agreement) and which is currently contiguous to the City of Belvidere; and

WHEREAS, the Owner is ready, willing and able to enter into the Annexation Agreement and to perform its obligations as required under the Annexation Agreement and this Ordinance; and

WHEREAS, the statutory procedures provided in Sections 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with; and

WHEREAS, it is in the best interest of the City of Belvidere, Boone County, Illinois, that the City enter into an Annexation Agreement pertaining to the annexation of the Territory.

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

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

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

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

Section 4: All prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this Ordinance, are hereby repealed.

Section 5: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

Passed by the City Council of the City of Belvidere, Illinois this day of July, 2024

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Ayes:

Nays:

Absent:

Date Passed:

Date Approved:

Date Published:

ANNEXATION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

Whereas, the District has executed all petitions and other documents that are necessary to accomplish the annexation of the Property to the City and has caused the same to be filed with the City; and

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

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

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

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

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

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

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

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

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
2. Annexation. Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City. Promptly after this Agreement is authorized, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement.
3. City Zoning. Upon annexation, the District and City agree that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. Further, the District agrees that the following conditions and covenants shall apply to the Property and shall be made a part of all final plats and run with the land:
 - A. No sexually oriented business will operate on the Property, including but not limited to, adult arcades, bookstores, video stores, cabaret, motels, motions picture theaters, theaters, etc.
 - B. No stone quarries, gravel quarries, stone crushing, gravel crushing, concrete batch plant, and asphalt ready mix batch plants shall operate on the Property.

4. Sanitary Sewer Service. The City will allow the District to extend and connect the Property to the City-operated sanitary sewer system according to design plan and specifications reasonably acceptable to the City. Prior to commencing construction, the District will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. The District shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. The City agrees to waive all City required permit, inspection, tap-on, connection, recapture, basin, and other fees as required by City ordinance, resolution or policy with respect to the District's future repairs, improvements and modifications with respect to the Property.

5. Water Service. The City will allow the District to extend and connect to the City-operated water main system to the Property according design plans and specifications reasonably acceptable to the City. Prior to commencing construction, the District will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. The District shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. The City agrees to waive all City required permit, inspection, tap-on,

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

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

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

B. The District agrees that, unless provided otherwise herein, this Agreement shall not be considered as approval of any preliminary or final plat.

7. Drainage. If the District develops the Property, it shall provide detention and storm water management as required by the City's Zoning and Subdivision Control Ordinances and any other Federal, State or local law or regulation.

8. Fees.

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

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

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

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

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

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

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

12. Maintenance:

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

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

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

City's discretion, the developer, owner and/or builder fails to comply with this Section, the City may withhold future building permits, anywhere in the City, for the entity holding title to the property which is not in compliance and/or the City may issue a stop work order upon the property in question until such time as this Section is complied with. The City may, in its sole discretion, remedy any violation of this section by cleaning streets and/or removing debris, at the Owner(s) cost. The cost of said abatement shall be a lien on the Property. The remedies contained in this Section are in addition to and not exclusive of any other remedy the City may have under this Agreement or at law or in equity.

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

14. Remedies. Either party may enforce this Agreement by any action or proceeding at law or in equity, and may exercise any remedy at law or in equity. The parties agree that any action relating to this Agreement shall be brought in the Circuit Court for the 17th Judicial Circuit Boone County, Illinois and both parties submit to jurisdiction and venue in that Court.

15. Amendment. The parties agree that this Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by adoption of a resolution by

the City approving said amendment as provided by law, and the execution of said amendment by the parties or their successors in interest. Provisions which vary the standard terms of this Agreement are located in Exhibit "K" which is incorporated herein and shall contain a separate signature of the parties.

16. Costs, Expenses, and Fees. The City agrees to waive all current annexation fees authorized in the Belvidere Municipal Code to the City, which have been or shall be incurred as a result of the petitioner's request herein at time of filing Owner's petition for Annexation.

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

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

If to Owner:

With a Copy to:

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

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

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

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

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

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

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

jurisdiction rules that the City lacks authority for a greater than twenty-year annexation agreement then the statutory term of twenty years shall be applied.

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

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

CITY:
City of Belvidere,
an Illinois Municipal Corporation

By: _____
Mayor Clinton Morris

ATTEST:

City Clerk

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

By: _____

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

Notary Public

EXHIBIT LIST

A) LEGAL DESCRIPTION

B) ANNEXATION PLAT

C) SITE PLAN

D) PRELIMINARY SEWER DESIGN PLAN

E) SEWER FEES

F) PRELIMINARY WATER DESIGN PLAN

G) WATER FEES

H) PRELIMINARY PLAT

I) OFF-SITE ROAD IMPROVEMENTS

J) EXACTION FEE SCHEDULE

K) ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT

L) PLANNED COMMUNITY DEVELOPMENT

EXHIBIT A
LEGAL DESCRIPTION

Legal Description

Tract A

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, excepting therefrom all that part lying northwesterly of the centerline of the Beaver Creek and further excepting therefrom the north 575.00 feet of the east 265.15 feet of said Southwest $\frac{1}{4}$. Subject to the rights of the public and the State of Illinois in and to those portions used, taken or dedicated for public road purposes. Situated in the County of Boone and the State of Illinois.

Dated this 5th day of January, 2007

Order No. 23026

Legal Description

Tract B

The north 575.00 feet of the east 265.15 feet of the North 1/2 of the Southwest 1/4 of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian. Subject to the rights of the public and the State of Illinois in and to those portions used, taken or dedicated for public road purposes. Situated in the County of Boone and the State of Illinois.

Dated this 5th day of January, 2007

Order No. 23026

EXHIBIT B
ANNEXATION PLAT

Plat of Annexation



EXHIBIT C

SITE PLAN

NOT APPLICABLE

EXHIBIT D
PRELIMINARY SEWER PLAN
NOT APPLICABLE

EXHIBIT E SEWER FEES

Owner shall pay the Sewer Connection Fees, applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of approval of any Plat of Subdivision or Planned Unit Development. The City may agree to defer payment of such fees to the time of a structures connection to the City's Sanitary Sewer system, in which case the applicable fee will be the fee in place at the time of connection. The current rates are attached for reference only. See Exhibit K waiving fees for the District.

EXHIBIT F
PRELIMINARY WATER DESIGN PLAN
NOT APPLICABLE

EXHIBIT G

WATER FEES

Owner shall pay the Water Connection Fees, applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of approval of any Plat of Subdivision or Planned Unit Development. The City may agree to defer payment of such fees to the time of a structures connection to the City's Water system, in which case the applicable fee will be the fee in place at the time of connection. The current rates are attached for reference only. See Exhibit K, waiving fees for the District.

EXHIBIT H

PRELIMINARY PLAT

NOT APPLICABLE

EXHIBIT I
OFFSITE IMPROVEMENTS
NOT APPLICABLE

EXHIBIT J

EXACTION FEE SCHEDULE

The fees identified in this Exhibit, as well as other fees identified in this Agreement, represent the fees in effect at the time of annexation. The fees contained in this Exhibit J, shall not apply to the District who is deemed exempt from such fees. The fees contained in this Exhibit J may be assessed against successor owners of the Property. The Parties agree that the Owner, its assigns and successors shall pay the identified fees at the time of final plat approval at the then current rates, or, if the City agrees, at the time of building permit at the then current rates. Owner further agrees that the cash payment and /or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner, its successors and assigns therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owner agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development.

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

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

**CITY OF BELVIDERE
PARK IMPACT FEE FORMULA**

6.25 Acres per 1,000 population
0.00625 Acres Per Person

Land Value Per Acre \$120,000.00

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

BELVIDERE SCHOOL DONATION FORMULA

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

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

STUDENT RATIO/UNIT

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

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

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

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

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

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

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

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

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

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

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

CURRENT

**POLICE FIRE PUBLIC WORKS
ANNEXATION IMPACT FEES**

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

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

POPULATION 23532
Persons per dwelling 2.932

RESIDENTIAL DEVELOPMENT

I. POLICE

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

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

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

II FIRE

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

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

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

III PUBLIC WORKS

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

Total Expenditures / Population = Cost Per Person
\$2,696,932.00 / 23,532.00 = \$114.81

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

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

COMMERCIAL DEVELOPMENT

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

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

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

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

**CITY OF BELVIDERE
CONSERVATION DISTRICT IMPACT FEES**

12 Acres per 1,000 population
0.012 Acres Per Person

Land Value Per Acre \$20,700.00

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

EXHIBIT K

MODIFICATIONS TO STANDARD AGREEMENT

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

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

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

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

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

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

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

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

City: City of Belvidere,
an Illinois Municipal Corporation

by: _____
Mayor

ATTEST:

City Clerk

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

By: _____

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

Notary Public

EXHIBIT L
PLANNED COMMUNITY DEVELOPMENT CONCEPT

NOT APPLICABLE

ORDINANCE #684H
AN ORDINANCE ANNEXING CERTAIN TERRITORY
LYING SOUTH OF US BUSINESS ROUTE 20, AND
WEST OF DISTILLERY ROAD
TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

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

WHEREAS, no eligible electors reside in the Territory; and

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

WHEREAS, section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) authorize municipalities to annex contiguous territory upon the written petition signed by the owners of record and at least 51% of the electors residing in the territory; and

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

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

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

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

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

SECTION 1: The Territory described in the attached 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 July, 2024.

Approved:

Clinton Morris, Mayor

Attest:

Sarah Turnipseed, City Clerk

Ayes:

Nays:

Absent:

Date Passed:

Date Approved:

Date Published:

Prepared By / Return To:

Michael S. Drella
City Attorney
City of Belvidere
401 Whitney Blvd
Belvidere, Illinois 61008

EXHIBIT A

The Legal Description of the Property which is the Subject of this Annexation is the Following:

Tract A

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, excepting therefrom all that part lying northwesterly of the centerline of the Beaver Creek and further excepting therefrom the north 575.00 feet of the east 265.15 feet of said Southwest $\frac{1}{4}$. Subject to the rights of the public and the State of Illinois in and to those portions used, taken or depicted for public road purposes, Situated in the County of Boone, and the State of Illinois.

Tract B

The north 575 feet of the east 265.15 feet of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian. Subject to the rights of the Public and the State of Illinois in and to those portions used, taken or dedicated for road purposes. Situated in the County of Boone and the State of Illinois.

EXHIBIT B
PLAT OF ANNEXATION

Plat of Annexation



ORDINANCE NO. 685H

**AN ORDINANCE ADDING CERTAIN
TERRITORY TO WARD 1
OF THE CITY OF BELVIDERE**

WHEREAS, the Corporate Authorities of the City of Belvidere, Boone County, Illinois, previously annexed certain territory, commonly known as the Kelly Farms annexation (Ordinance 576H) and the Midwest Refrigerated Services Annexation (ordinance 641H). Jointly, the territory annexed pursuant to Ordinances 576H and 641H may be referred to herein as the Annexed Territory; and

WHEREAS, it is necessary to incorporate the Annexed Territory into one of the existing City Wards; and

WHEREAS, a redistricting of the City under section 7-1-42(a) of the Illinois Municipal Code (65 ILCS 5/7-1-42(a)) is not necessary because the Annexed Territory is zoned industrial and will have no residential population; and

WHEREAS, the Annexed Territory is adjacent to the existing Ward 1; and

WHEREAS, section 7-1-42(b) of the Illinois Municipal Code (65 ILCS 5/7-1-42(b)) provides that the City shall make the Annexed Territory a part of the ward or wards that it adjoins.

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 Annexed Territory is hereby incorporated into, and made a part of Ward 1 of the City of Belvidere.

SECTION 3: That all maps, journals and other records of the City be changed accordingly. The City Clerk shall file a copy of this Ordinance with the Boone County Clerk.

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 upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes:

Nays:

Abstentions:

Absentees:

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: _____
City Clerk Sarah Turnipseed

Passed: _____

Approved: _____

Published: _____

Resolution #2024-9

A RESOLUTION AUTHORIZING THE MAYOR'S EXECUTION OF A MASTER SUPPLY AGREEMENT WITH MC SQUARED PURSUANT TO THE CITY OF BELVIDERE MUNICIPAL ELECTRIC AGGREGATION PROGRAM

WHEREAS, the City of Belvidere (the City) operates an Electric Aggregation Program (the Program) for its residents on an opt out basis pursuant to ordinances previously enacted, including but not limited to Ordinance 206H, a referendum approving the program approved March 20, 2012, and section 1-92 of the Illinois Power Agency Act; and

WHEREAS, the City previously joined and engaged the Northern Illinois Municipal Collaborative (NIMEC) for the purpose of managing the Program; and

WHEREAS, the City through its participation in the NIMEC bid process has previously entered into contracts with the lowest bidder of electric energy for its residents which rates were lower than that offered by Commonwealth Edison; and

WHEREAS, the current contract for electricity supply is expiring and alternative bidders are no longer able to beat the Commonwealth Edison (Com Ed) rates for the supply of electricity; and

WHEREAS, NIMEC has identified electric suppliers who will match the Com Ed rates for the City's residents while supplying the City with a monetary civic contribution which will provide the City an additional source of revenue, decreasing the City's reliance upon tax-imposed revenue sources; and

WHEREAS, MC Squared offered the most competitive civic contribution; and

NOW, THEREFORE, BE IT RESOLVED, that the Master Supply Agreement between the City of Belvidere and MC Squared, attached hereto, is approved. The Mayor is authorized to execute, and the Clerk to attest, the Agreement.

yes: .
Nays: .
Absent .

Date Approved:

Mayor Clinton Morris

ATTEST:

City Clerk

EXTENDED TERM AGREEMENT AMENDMENT NO. 1

This Extended Term Agreement Amendment No. 1 (hereinafter the "ETA No. 1"), is entered as of this _____ day of _____, 2024 between the City of Belvidere, Boone County, Illinois, an Illinois municipal corporation (hereinafter the "City") and MC Squared Energy Services, LLC (hereinafter the "Supplier") (each a "Party" and collectively, the "Parties").

WHEREAS, Supplier and City are the Parties to a Master Power Supply Agreement dated May 25, 2021, and amended on _____, 2024 (hereinafter the "MPSA" which is hereby incorporated by reference).

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit A with Amended Exhibit A to reflect the mutually agreed extended term of twenty-four (24) months.
2. The Parties agree that by executing this ETA No.1, Extended Term will last until October 2026, subject to future mutual extensions.
3. The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd's Tariffed Service during the spring months of March through June and fall months of October through December.
4. Article 2.20 will remain "Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality."

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: City of Belvidere

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles C. Sutton

Title:

Title:

President

Date: _____

Date: _____

Attest:

Signed

Sharon Alegado

Printed/Typed Name:

Vice President, Sales and Marketing

Title:

Attest:

Signed

Printed/Typed Name:

Title:

AMENDED EXHIBIT A

PRICE AND TERM

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier Service or Tariffed Service as defined in Section 2.38 of the Agreement (i.e., ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

Termination Fee for Withdrawing Customers:

No Early Termination Fees - \$0 (zero) per utility account

Delivery Term: Twenty-four (24) months

October 2024 – October 2026	Percent of RECs:	Zero
	Civic Contribution:	\$3,000 / Monthly

Supplier will provide a monthly \$3,000 civic contribution to the Municipality for the term of the agreement. The Civic Contribution will be payable to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. October 2024 payment would be paid in December 2024).

Supplier: MC Squared Energy Services, LLC

Municipality: City of Belvidere

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles C. Sutton

Title:
President

Title:

Date: _____

Date: _____

Attest:

Attest:

Signed _____

Signed _____

Printed/Typed Name: _____

Printed/Typed Name: _____

Title: _____

Title: _____