



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

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

AGENDA

February 24, 2025
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

(A) Presentation of Badge by Police Chief Woody to Police Officer Lara-Parra in recognition of completing his probationary period.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
 - (A) Police Department – Update.
 - (B) Fire Department – Update.
 - (C) Replacement of bullet proof windshield on armored vehicle.
 - (D) Sale of Fire Department vehicle.
 - (E) Belvidere Area Chamber of Commerce Street Closure Requests for Buchanan Street Markets.
 - (F) Belvidere Area Chamber of Commerce Street Closures Request – Trick or Treat Event.
 - (G) Belvidere Area Chamber of Commerce Street Closure Request – Hometown Christmas.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:
 - (A) Finance Department – Update.
 - (B) FY26 Budget Discussion.
5. Other, Unfinished Business: None.
6. Other, New Business:
 - (A) Deer Hills I and II / Deer Woods II Pre-Annexation Agreements.
 - (B) Executive Session pursuant to Section 2(c)(1) of the Open Meetings Act to consider appointment, employment and compensation of a specific employee.
 - (C) Appointment of outside counsel for litigation.
7. Adjournment:



BELVIDERE
POLICE

Daniel Smaha
Deputy Chief—Investigations

Shane Woody
Chief of Police

David Bird
Deputy Chief—Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 -
www.ci.belvidere.il.us

TO: Mayor Morris and City Council

FROM: Chief Shane Woody

DATE: February 24, 2025

RE: Replacement of bullet proof windshield on armored vehicle

The armored SWAT vehicle has bullet proof glass including the windshield. One of the panels on the windshield is delaminating.

"Delaminating bulletproof glass" refers to the process where the layers of a bulletproof glass panel separate from each other, usually due to exposure to moisture, extreme temperature changes, mechanical damage, or improper cleaning, causing the protective integrity of the glass to degrade and potentially impair its ability to stop bullets effectively; this separation often appears as bubbles or visible gaps between the layers, significantly affecting visibility through the glass.

SWATMOD has provided an estimate to replace the windshield panel at a cost of \$12,492.00 as outlined in the attached invoice. SWATMOD is the sole source provider for this bulletproof panel in the country.

If approved, the cost of the replacement windshield would come from the Belvidere Police Department Federal Asset forfeiture account, which is seized assets from narcotic enforcement.

Motion: To authorize the purchase of replacement bulletproof glass for the armored SWAT vehicle from SWATMOD at a cost of \$12,492.00 to be paid from the Federal Asset forfeiture account.



320.309.2260
 3866 31st St SE
 St Cloud, MN 56304

Armored Glass Repair Service QUOTE 02/07/25

For the consideration of:

POC: Chris Washburn - Washburn@BelviderePoliceIL.gov

Belvidere Police Department
615 North Main Street
Belvidere, Illinois 61008

The following information is for glass replacement on your agency's **Cougar MRAP**.

Notice: If a window is starting to delaminate it will usually completely cloud over within 12 to 24 months, so it is cost effective to get any affected glass repaired in the same trip.

This quote is valid for 30 days from the date it was created.

Item Description	Total Cost
Cougar MRAP - Replacement Glass for the driver's side, front windshield. Rectangular shaped glass. ~6" thick glass. Your existing frames will need to be transferred to the new glass for installation. 5-year warranty.	\$4,836.00 x 2 = \$9,672.00
Removal and Reinstallation of the window on the vehicle. This involves removing both front windows as they are built into a single frame.	\$620.00
Labor to remove the existing, damaged glass from the framework, thoroughly remove and clean out old urethane and transplant the new glass into the existing windshield frame with new urethane adhesive sealant.	\$500.00 x 2 = \$1,000
Service Truck Fee to perform on-site.	\$1,200 If completed in 2025
Full inspection of the vehicle.	Complimentary
1 Year of MRAP tech support and parts sourcing.	Complimentary
Quote Total:	\$12,492.00

All items are considered tax exempt - Client is responsible for disclosure of tax status.



**BELVIDERE
FIRE
DEPARTMENT**
123 S. State St.
Belvidere, IL 61008

MEMORANDUM

02/19/2025

Dear Mayor and Council,

In July 2024, we received a 2012 Dodge Durango (VIN: 1C4RDJAG1CC253571) from the police department. The vehicle has high mileage (155,505 miles) and high engine hours. It requires significant repairs, including suspension work, transmission work, and has an undiagnosed computer issue. At this time, it is not drivable.

We are requesting authorization to sell the vehicle by any legal means.

Requested Motion:

Motion to authorize the sale of the 2012 Dodge Durango (VIN: 1C4RDJAG1CC253571) by any legal means.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Shawn Schadle". The signature is written in a cursive, flowing style.

Shawn Schadle
Chief, Belvidere Fire Department



January 30, 2025

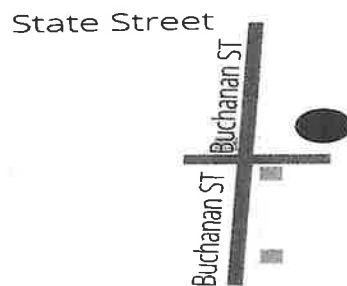
Belvidere Area Chamber of Commerce
404 S State Street
Belvidere, IL 61008
(779) 208-7378

To whom it may concern,

I'm writing to request a temporary street closure for the Buchanan Street Markets on May 30th, June 20th, and July 25th, from 5:00 PM to 9:00 PM. The closures are needed to ensure pedestrian safety during these events, which aim to boost foot traffic to downtown businesses and provide entertainment for the Belvidere community.

We request that Buchanan Street be closed from State Street to Main Street, as well as Whitney Boulevard from the west Municipal parking lot entrance to the lot west of Buchanan Street Pub (see attached map), between 4:00 PM and 9:30 PM on event days.

We would also like to request large trash receptacles at several locations along the path, marked with green squares on the map.



Thank you for your consideration. Please let me know if you need further information.

Kind regards,

Amy Nord

A handwritten signature in cursive script that reads "Amy Nord".

Executive Director
Belvidere Area Chamber of Commerce



January 30, 2025

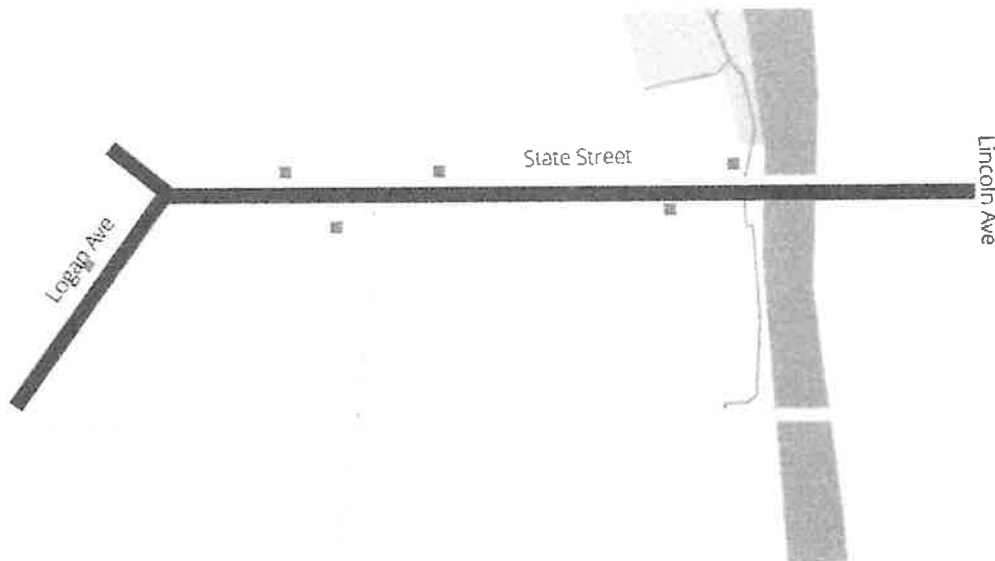
Belvidere Area Chamber of Commerce
404 S State Street
Belvidere, IL 61008
(779) 208-7378

To whom it may concern,

I am writing to request a temporary street closure for the Downtown Business Trick or Treat event on Wednesday, October 29th, from 5:00 PM to 7:00 PM. Last year, this event was a huge success, attracting nearly 5,000 visitors to the downtown area. The purpose is to increase foot traffic for local businesses while offering a fun experience for Belvidere residents.

To ensure pedestrian safety, we request the closure of State Street from Lincoln Avenue to 1st Street, as well as Logan Avenue between State Street and Main Street (see attached map), on October 29th, 2025, from 3:00 PM to 7:30 PM.

Additionally, we request the placement of large trash receptacles at six locations along the route, marked with green squares on the map.



Thank you for your consideration. Please let me know if you need further details.

Best regards,

A handwritten signature in cursive script, appearing to read "Amy Nord".

Amy Nord
Executive Director
Belvidere Area Chamber of Commerce



January 30, 2025

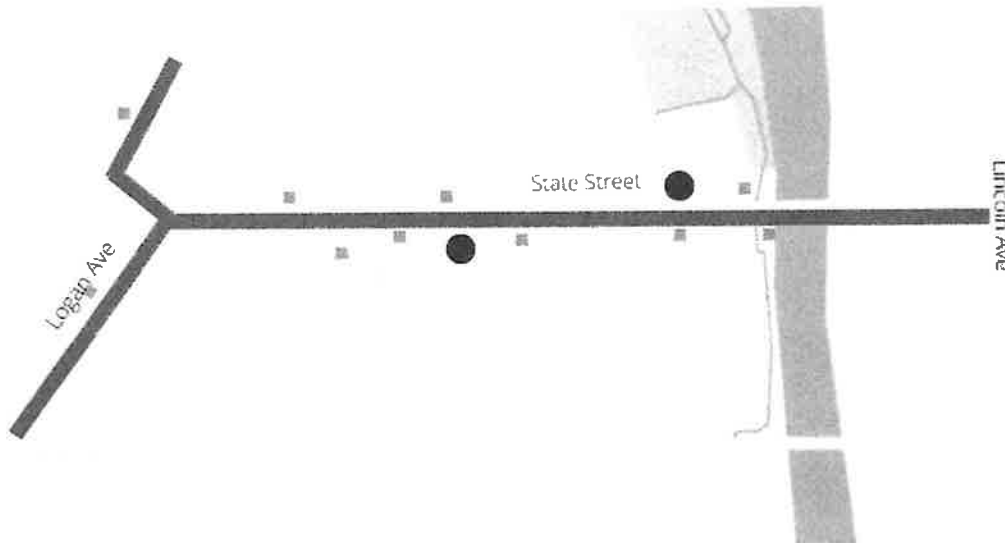
Belvidere Area Chamber of Commerce
404 S State Street
Belvidere, IL 61008
(779)208-7378

To whom it may concern,

I am requesting a temporary street closure for the annual Hometown Christmas event on Friday, December 5th, from 4:00 PM to 9:00 PM. This event is always a community favorite, attracting nearly 12,000 visitors to our downtown area. Its purpose is to drive traffic to local businesses while providing a festive experience for Belvidere residents.

To ensure the safety of attendees, we request the closure of State Street from Lincoln Avenue to 1st Street, Logan Avenue from State Street to Main Street, and 1st Street from State Street to Garfield Avenue (see attached map) on December 5th, 2025, from 3:00 PM to 9:30 PM.

Additionally, we request the placement of large trash receptacles at 10 locations along the event route, marked with green squares on the map. Blue circles indicate areas where we will have rented port-a-potties.



Thank you for your consideration. Please let me know if you need further information.
Kind regards,

Amy Nord

A handwritten signature in cursive script, appearing to read "Amy Nord".

Executive Director
Belvidere Area Chamber of Commerce

Memo

To: Mayor and City Council
From: Mike Drella
CC:
Date: 2/18/2025
Re: Deer Hills I and II / Deer Woods II Pre-Annexation Agreements

As we have previously discussed, the Landmark Development Annexation Agreement that covers Deer Hills Plats I and II, the Harbor, and Deer Woods II subdivisions will expire in June of 2025. The territory has not yet annexed for lack of contiguity. The Council has expressed interest in entering into new annexation agreements with the lot owners so as to allow them continued zoning under City control as well as providing for future annexation when the properties become contiguous.

If the properties are not annexed prior to June of 2025, and new annexation agreements are not entered into, the lot owners face the dilemma of becoming legal non-conforming lots under the County's zoning code. It also means that the City would not have the guarantee of future annexation even though the roads are a part of the City road system and the lots are served by City sewer and water.

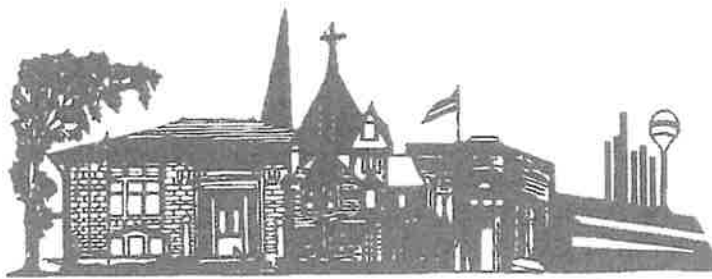
Attached is a draft annexation agreement which can be used as a template for new annexation agreements for the residential lots. If it meets with the Committee's approval, I will send it to each lot owner for their consideration and execution. Each one would then come back for Council approval as they are executed by lot owners.

One aspect of the proposed agreement needs specific attention. Section 705/20 of the Fire Protection District Act requires a municipality to pay a fee to a fire protection district upon annexation. The fee is based upon the last tax year that a district receives taxes for the annexed territory. Historically, the City has placed that obligation upon the developer through the annexation agreement when dealing with large scale development. In the present situation, we are dealing with individual lot owners as well as entities which have purchased many vacant lots, but not the original developers. Some residents have expressed concern with having to pay the entire fee upon annexation when it occurs, especially when they did not create the current dilemma and did not even realize that the fee would be applied.

Also attached to the memo are two Excel spreadsheets showing the estimated cost of the Fire Protection District fee as well as the estimated tax receipts the City can expect to receive if the territories were annexed to the City. Please note that the estimates are based upon built out lots, even though the subdivisions are not fully built out. As such the estimates are higher than they would actually be if the territory annexed now. Also, the estimates are based upon the 2023 levies which were collected last summer as that is the most recent bills that were available for review at the time I prepared the estimates.

As you can see, the cost of the FPD2 fee is not insubstantial, assuming full build out. However, it would be fully recovered within three years of tax receipts by the City. I seek direction as to whether the Council would impose the fee under the new annexation agreements or whether it would wish to not impose the fee thus eliminating one concern of the residents in entering into the new agreements.

Recommended Motion: Motion to approve the proposed Annexation Agreement template, **with/without** the FPD2 fee, for the annexation agreement renewals for Deer Hills I and II as well as Deer Woods II. The individual annexation agreements will be brought directly to Council for first reading upon execution of the annexation agreement and petitions to annex by lot owners.



MICHAEL DRELLA, CITY ATTORNEY
401 WHITNEY BLVD., STE. 100
BELVIDERE, IL 61008

BELVIDERE, ILLINOIS

ESTABLISHED 1881

MDrella@belvidereil.gov
PHONE: 815-544-2612
FAX: 815-544-3060

February 3, 2025

Dear Homeowner,

In 2005 the City of Belvidere entered into an annexation agreement with Landmark Development Inc. for the development of the Deer Hills subdivisions where you reside. At the time of that annexation, the subdivisions, including your property, could not be annexed into the City of Belvidere because they were not contiguous to the City. At the time, all parties involved assumed that your property would be annexed relatively quickly. Unfortunately, that has not yet happened.

The 2005 annexation agreement will expire on June 6, 2025. Expiration of the annexation agreement, prior to actual annexation, leaves your property in a difficult position. It will revert to the Boone County zoning ordinance which may negatively impact its resale value and the ability to rebuild in the case of a calamity. It may also negatively impact your property insurance coverage. Expiration of the annexation agreement would also mean that many City services will no longer be available. Finally, expiration of the annexation agreement would affect the cost of City supplied water and sewer services. Typically, if the City agrees to provide water service to territory outside of the City it requires an annexation agreement or charges additional sums for water and sewer service.

I am enclosing a new annexation agreement and petition for annexation of your property. Execution of these documents will allow the continuation of existing City services and applicability of the City's zoning laws and other ordinances. Nothing will change from the current status of your property. At such time as your property does become contiguous to the City of Belvidere it will be annexed to the City.

Please review the enclosed documents and if acceptable return them to the undersigned at your earliest convenience. Please note that the annexation agreement and petition for annexation must be signed by all legal owners of the property. For example, if a couple owns the property jointly each must execute the annexation agreement. If the property is owned in trust, the trustee must execute the annexation agreement and petition. Further, all persons over the age of 21 residing on the property must execute the petition for annexation.

If you have any questions, please feel free to call Mike Drella 815/544-2612.

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 _____ and _____ ("Owner(s) or Owner").

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, the Property is subject to an annexation agreement dated June 5, 2005 between
the City of Belvidere, Landmark Development Inc., and Chicago Title and Land Trust Company
under Trust #1065970 in accordance with Ordinances 724G which agreement will expire on June
5, 2025; and

Whereas, Owner(s) and City desire that the Property continue to be subject to an
annexation agreement with the City of Belvidere to provide for the continuation of the
applicability of City ordinances and services and to ensure annexation at such time as the
property becomes contiguous to the City of Belvidere; and

Whereas, as of the date of this Agreement, the Property is not contiguous to the corporate limits of the City; 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, Owner(s) acknowledge executing a petition to annex the Property to the City of Belvidere and agree that the City may rely upon such petition for annexation to allow annexation of the Property to the City without further action of the Owner(s) or their successors in interest in the Property at such time after the Property becomes contiguous to the City; and

Whereas, a proposed Annexation Agreement, in substance and form the same as this Agreement, was submitted to the City by Owner(s) and 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 Mayor and City Council of the City of Belvidere have, by a vote of two-thirds of the corporate authorities now holding office, directed the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City; and

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

Whereas, Owner(s) acknowledges the right of the City to approve or deny any annexation to the City and the City's right to cause an annexation agreement to contain provisions more restrictive and/or less restrictive than the Ordinances of the Belvidere Municipal Code.

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

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
2. Annexation. Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City at the time the Property becomes contiguous to the City. Owner(s) agree to file, prior to, or at the time of approval of this Agreement, a petition for annexation and that the City may rely upon said petition to annex the property at such time as the Property becomes contiguous to the City. Owner(s) further agree to execute any and all documents and take all actions necessary to effectuate annexation to the City at such time as the Property becomes contiguous to the City, including but not limited to re-execution of any petition for annexation if the City so requests.
3. City Zoning. The City and Owner(s) agree that the Property was zoned in accordance with Ordinances adopted contemporaneous with the 2005 Annexation Agreement,

including but not limited to, 725G, 726G, 727G, 728G, and 806G (the Zoning Ordinances). Any land use ordinances adopted by the City and relating to the Property subsequent to the 2005 Annexation Agreement shall also be deemed Zoning Ordinances. The Zoning Ordinances, all ordinances previously adopted by the City and relating to the Property, any subsequent amendment to the City of Belvidere Zoning Code (Chapter 150 of the City of Belvidere Municipal Code) and all variances, special use ordinances or other zoning actions taken by the City subsequent to adoption of Ordinance 724G shall continue to apply to the Property during the term of this Agreement and after annexation. Further, Owner(s) agrees that the following conditions and covenants shall apply to the Property and shall be made a part of all final plats and run with the land:

A. No sexually oriented business will operate on the Property, including but not limited to, adult arcades, bookstores, video stores, cabaret, motels, motions picture theaters, theaters, etc.

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

4. Sanitary Sewer Service. If the Property is improved with a single-family residence at the time this Agreement is approved, the Property may continue to utilize sanitary sewer service in accordance with the City of Belvidere Municipal Code for the term of this Agreement at the same rates as paid by City residents. If the Property is vacant and un-improved (no residential dwelling unit on the Property) at the time this Agreement is executed (hereinafter Vacant), the Owner(s) may connect the Property to the City's sanitary sewer system in conjunction with construction of a residential unit pursuant to permits issued by the City of Belvidere Building Department. Upon application for a building permit, a vacant property

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. If the Property fails to annex after becoming contiguous, or if it fails to become contiguous during the term of this Agreement, the City may, but is not obligated to, immediately charge water and sewer rates consistent with its rates for users located outside the corporate limits of the City.

5. Water Service. If the Property is improved with a residential dwelling unit at the time this Agreement is approved, the Property may continue to utilize City water service in accordance with the City of Belvidere Municipal Code for the term of this Agreement at the same rates as paid by City residents. If the Property is Vacant at the time this Agreement is executed, the Owner(s) may connect the Property to the City's water sewer system in conjunction with construction of a residential unit pursuant to permits issued by the City of Belvidere Building Department. Upon application for a building permit, the Vacant property 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. If the Property fails to annex after becoming contiguous, or if it fails to become contiguous during the term of this Agreement, the City may, but is not obligated to, immediately charge water and sewer rates consistent with its rates for users located outside the corporate limits of the City..

6. 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.

A. If the Property is subdivided in the future, the Owner(s) further agrees that no lot line 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.

7. Fees.

A. If a residential lot is Vacant as of the date of this Agreement, as a condition of this Agreement, Owner(s) agrees to pay and/or donate, or cause to be paid and/or donated cash contributions as set forth on Exhibit E which is incorporated herein by reference. The City agrees that if the lot is already improved with a single-family residence, as of the date of this Agreement, then the fees set forth in Exhibit E have already been paid for that lot. Owner(s) agree that the public entity receiving a cash payment and/or donation as identified on Exhibit E may use the cash and/or donation for any public purpose. Owner(s) further agree that the cash payment and /or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner(s), their successors and assigns therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owner(s) agree that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development.

B. Owner(s), and on behalf of their successors and assigns hereby irrevocably bind themselves to refrain from making any claim or demand, or to commence, cause or permit to be

prosecuted any action in law or equity against any person or entity on account of any payment or donation described in this Agreement.

8. Ordinances. The Owner(s) 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.

9. 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. If the Owner(s) does not pay any fee or cost provided in this Agreement, the City may withhold the issuance of building permits until payment is received.

10. 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 an ordinance by the City approving said amendment as provided by law, and the execution of said amendment by the parties or their successors in interest.

11. Costs, Expenses, and Fees. Prior to, or immediately upon, 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.

12. 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.

13. 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(s):

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.

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

15. 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.

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

17. Term of Agreement. This Agreement shall be binding upon the Parties and their respective successors and assigns for the term of thirty (30) 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 (30) year term is in derogation of state law as applied to non-home rule units and that the thirty (30) 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 (20) year annexation agreement then the statutory term of twenty-years shall be applied.

18. 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.

19. Disconnection. 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 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 A
LEGAL DESCRIPTION

678 RED DEER TRL BELVIDERE, IL 61008

PIN: 05-16-351-012

Lot 200, as designated upon Plat No. 2 of Deer Hills Subdivision, being a Subdivision of part of the West Half of the Southwest Quarter of Section 16, Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded October 6, 2006, Plat Index File 359-B, as Document No. 2006R11070, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

The Tract is a part of the Territory described in and subject to an Annexation Agreement dated June 15, 2005 and recorded in the Boone County Recorder's Office as document 05R08552. Owners desire that this additional described territory also be annexed to the City and as such also Petition, in addition to their own Tract, that the entirety of the described Territory be annexed to the City. Owners agree that the City may annex their Tract as an individual Tract or as a part of a greater Territory consisting of some or all of the Territory described in the 2005 Annexation Agreement.

EXHIBIT B
ANNEXATION PLAT

EXHIBIT C SEWER FEES

Owner(s) 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 the earlier to occur of issuance of a building permit for a specific lot or approval of any Plat of Subdivision or Planned Unit Development. The City agrees that for any lot already improved with a single-family dwelling unit, at the time this Agreement is executed, all such fees are already paid.

EXHIBIT D

WATER FEES

Owner(s) 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 the earlier to occur of issuance of a building permit for a specific lot or approval of any Plat of Subdivision or Planned Unit Development. The City agrees that for any lot already improved with a single-family dwelling unit, at the time this Agreement is executed, all such fees are already paid.

EXHIBIT E

EXACTION FEE SCHEDULE

The fees identified in this Exhibit, as well as other fees identified in this Agreement, represent the fees in effect at the time of annexation. The Parties agree that the Owner(s), 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(s) further agrees that the cash payment and /or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner(s), its successors and assigns therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owner(s) agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development.

- 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(s) 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.

**CITY OF BELVIDERE
PARK IMPACT FEE FORMULA**

6.25 Acres per 1,000 population
0.00625 Acres Per Person

Land Value Per Acre \$120,000.00

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

**CITY OF BELVIDERE
CONSERVATION DISTRICT IMPACT FEES**

12 Acres per 1,000 population
0.012 Acres Per Person

Land Value Per Acre \$20,700.00

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

CURRENT

**POLICE FIRE PUBLIC WORKS
ANNEXATION IMPACT FEES**

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

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

POPULATION 23532
Persons per dwelling 2.932

RESIDENTIAL DEVELOPMENT

I. POLICE

General Operations \$3,791,881.00
Capital Funds \$380,000.00
PSB Expenses \$483,383.00
sub total \$4,655,264.00

Total Expenditures / Population = Cost Per Person
\$4,655,264.00 23532 \$197.83

CPP x PPD **POLICE IMPACT FEE**
 \$580.03 per du

II FIRE

General Operations \$2,555,010.00
Capital Funds \$104,500.00
Building Fund \$1,839,232.00
sub total \$4,498,742.00

Total Expenditures / Population = Cost Per Person
4,498,742.00 23,532.00 191.18

CPP X PPD **FIRE IMPACT FEE**
 \$560.53 per du

III PUBLIC WORKS

General Operations \$159,455.00
Streets \$1,052,736.00
Street Lighting \$165,024.00
MFT Expenditures \$592,390.00
Capital Funds \$57,800.00
sub total \$2,027,405.00

Total Expenditures / Population = Cost Per Person
\$2,027,405.00 \$23,532.00 \$86.16

CPP x PPD **PUBLIC WORKS IMPACT FEE**
 \$252.61 per du

TOTAL RESIDENTIAL IMPACT FEE **\$1,393.16 per du**

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 \$580.03

II. FIRE \$560.53

III. PUBLIC WORKS \$252.61

TOTAL COMMERCIAL FI **\$1,393.16 per unit**

BELVIDERE SCHOOL DONATION FORMULA

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

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

STUDENT RATIO/UNIT

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

	2 Bed Apartment \$/Student	Student/Apt.	Fee
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 \$/Student	Student/Apt.	Fee
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 \$/Student	Student/Apt.	Fee
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 \$/Student	Student/Apt.	Fee
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 \$/Student	Student/Apt.	Fee
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 \$/Student	Student/Apt.	Fee
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 \$/Student	Student/Apt.	Fee
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
TOTAL			\$739.20

	3 Bed S.F. Detached \$/Student	Student/Apt.	Fee
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 \$/Student	Student/Apt.	Fee
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 \$/Student	Student/Apt.	Fee
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

Deer Hills FPD2 Tax and EAV for 2023 Tax year collected in 2024

Note the list is not complete as I did not include new construction that has not been reassessed.

It does provides good averages.

There are a total of 198 lots in Deer Hills 1 and 2 including vacant lots that are currently assessed much lower.

Address	Fire Tax	EAV		
687 Red Deer	\$ 847.00	\$ 139,200.00	Average total FPD2 payment	
684 Red Deer	\$ 722.00	\$ 119,626.00	year 1	\$ 706.49
678 Red Deer	\$ 786.00	\$ 134,686.00	year 2	\$ 565.19
4374 N. Valley Ridge	\$ 747.00	\$ 123,420.00	year 3	\$ 423.89
4396 N. Valley Ridge	\$ 841.00	\$ 143,196.00	year 4	\$ 282.59
4482 Deer Valley	\$ 1,022.00	\$ 171,700.00	year 5	\$ 160.60
587 Red Deer	\$ 639.00	\$ 106,517.00	Average total FPD2 payment	\$ 2,138.76
662 Red Deer	\$ 857.00	\$ 140,832.00	per developed lot	
4542 Muntjac	\$ 637.00	\$ 106,174.00	Total average FPD2 for subdivision	\$ 423,474.42
365 White Tail	\$ 664.00	\$ 110,503.00	1st year cost	\$ 139,884.15
353 White Tail	\$ 706.00	\$ 117,047.00		
341 White Tail	\$ 653.00	\$ 113,721.00		
339 White Tail	\$ 654.00	\$ 113,922.00	Average City Tax Receipts (2023 Rate)	
330 Brocket	\$ 831.00	\$ 136,723.00	Average Per lot	\$ 1,413.73
314 Brocket	\$ 689.00	\$ 114,380.00		
309 Brocket	\$ 649.00	\$ 108,130.00		
319 White Tail	\$ 672.00	\$ 111,667.00	Average total City tax subdivision	\$ 279,917.63
315 White Tail	\$ 591.00	\$ 103,952.00		
4371 Tufted Deer	\$ 684.00	\$ 113,625.00		
4366 Tufted Deer	\$ 636.00	\$ 106,090.00		
311 White Tail	\$ 693.00	\$ 120,031.00		
4559 Spotted Deer	\$ 674.00	\$ 112,014.00		
4522 Spotted Deer	\$ 763.00	\$ 125,990.00		
247 Brocket	\$ 619.00	\$ 103,336.00		
4390 Spotted Trail	\$ 646.00	\$ 107,560.00		
710 Northridge Crt	\$ 880.00	\$ 149,329.00		
718 Northridge Crt	\$ 881.00	\$ 114,581.00		
728 Northridge Crt	\$ 791.00	\$ 130,414.00		
738 Northridge Crt	\$ 707.00	\$ 117,205.00		
4478 Tufted Deer	\$ 625.00	\$ 109,323.00		
685 Deer Trail	\$ 843.00	\$ 138,595.00		
683 Deer Trail	\$ 803.00	\$ 132,340.00		
681 Deer Trail	\$ 835.00	\$ 142,358.00		
4463 Valley Ridge	\$ 836.00	\$ 142,481.00		
743 Northridge	\$ 596.17	\$ 93,704.00	**	
735 Northridge	\$ 569.61	\$ 89,529.00	**	
709 Northridge	\$ 594.56	\$ 93,451.00	**	
4386 N Valley Ridge	\$ 795.47	\$ 125,029.00	**	
4433 Deer Valley	\$ 596.84	\$ 93,809.00	**	
4465 Deer Valley	\$ 667.63	\$ 104,936.00	**	
4471 Deer Valley92	\$ 590.12	\$ 92,752.00	**	
4488 Deer Valley	\$ 579.17	\$ 91,031.00	**	
4482 Deer Valley	\$ 1,009.35	\$ 158,646.00	**	
4456 Deer Valley	\$ 614.48	\$ 96,582.00	**	
4442 Deer Valley	\$ 668.04	\$ 105,000.00	**	
4430 Deer Valley	\$ 578.26	\$ 90,888.00	**	
407 Sambor	\$ 601.46	\$ 94,535.00	**	
361 White Tail	\$ 629.16	\$ 98,888.00	**	
349 White Tail	\$ 695.46	\$ 109,309.00	**	
331 White Tail	\$ 696.83	\$ 109,525.00	**	
327 White Tail	\$ 680.66	\$ 106,984.00	**	
307 White Tail	\$ 654.90	\$ 102,934.00	**	
301 White Tail	\$ 649.01	\$ 102,009.00	**	
4385 Tufted Deer	\$ 703.10	\$ 110,511.00	**	
4413 Tufted Deer	\$ 456.02	\$ 71,675.00	**	
4408 Manipur	\$ 813.88	\$ 127,923.00	**	
Average	\$ 706.49	\$ 115,184.25		

** I used the 2025 EAV multiplied by the 2023 BFD2 2023 Rate

DEER WOODS II
2023 EAV's and rates

Address	Fire Tax	EAV
712 Tuneberg	\$ 1,855.00	\$ 297,595.00
5098 Tuneberg	\$ 1,404.00	\$ 220,752.00
5078 Tuneberg	\$ 2,998.00	\$ 471,304.00
5141 Tuneberg	\$ 1,555.00	\$ 255,529.00
5060 Tuneberg	\$ 2,371.00	\$ 378,712.00
595 Smokethorn	\$ 2,335.00	\$ 373,000.00
583 Smokethorn	\$ 1,578.00	\$ 259,031.00
5051 Tuneberg	\$ 1,446.00	\$ 233,334.00
5003 Smokethorn	\$ 3,032.00	\$ 482,693.00
5013 Smokethorn	\$ 2,418.00	\$ 386,139.00
5049 Smokethorn	\$ 2,175.00	\$ 347,910.00
5075 Smokethorn	\$ 3,211.00	\$ 510,742.00
5119 Smokethorn	\$ 2,716.00	\$ 432,964.00
5133 Smokethorn	\$ 1,923.00	\$ 308,307.00
5024 Smokethorn	\$ 1,606.27	\$ 252,467.00 **
590 Smokethorn	\$ 3,056.55	\$ 480,416.00 **

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Average \$ 2,229.99 \$ 355,680.94

Average City Tax receipts

Total Average cost Year 1 2229.99
 FPD2 Fees year 2 1783.992
 year 3 1337.994
 year 4 891.996
 year 5 445.998
 Total per hosue \$ 6,689.97

\$ 4,365.49 per lot
 \$ 178,984.91 Subdivision

Total \$274,288.77