



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderman Clayton Stevens	Chairman Building
Alderman John Albertini	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 Matthew Fleury	Vice-Chairman Planning & Zoning
Alderman Rory Peterson	Chairman Public Safety
Alderman Jerry Hoiness	Vice-Chairman Public Safety
Alderman Sandra Gramkowski	Chairman Public Works
Alderman Chris Montalbano	Vice-Chairman Public Works

AGENDA

June 23, 2025
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business:
 - (A) Police Department – Update.
 - (B) Motion to Accept Donation for Belvidere/Boone County Explorer Post.
 - (C) Intergovernmental Agreement – State Line Area Narcotics Team.
 - (D) Fire Department – Update.
 - (E) Belvidere First Assembly Church Block Party Request.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business: None.
 - (A) Finance Department – Update.
5. Other, Unfinished Business: None.
6. Other, New Business:
 - (A) Contry Homes / Deer Hills I Annexation Agreement.
 - (B) Annexation of the Deer Hills Out Lots.
 - (C) Review of Outdoor Burning Ordinance.
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: June 23, 2025
RE: Motion to Accept Donation

The Belvidere Police Department requests that the council accept a check from the Boone County Treasurer on behalf of the Boone County Department of Public Health in the amount of \$1500.00.

The check is intended for the Belvidere/Boone County Explorers Post for their participation in and assistance with the tobacco and alcohol compliance checks that are conducted by the health department.

The funds are distributed as part of the grant funding allocated to the health department for the compliance checks.

Motion: Accept the \$1,500 dollar donation from the Boone County Treasurer on behalf of the Boone County Department of Public Health to be used by the Belvidere/Boone County Explorer Post.



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.belvidereil.gov

Date: 6/23/2025

To: Mayor Morris and City Council

From: Chief Shane Woody

Re: Intergovernmental Agreement – State Line Area Narcotics Team

Attached is a copy of the Intergovernmental Agreement (IGA) between the City of Belvidere and Stateline Area Narcotics Team.

The agreement spells out authority, organization, duration, procedures and purpose for all agencies involved with the task force. This task force is responsible for the interdiction of trafficking of narcotics, guns and humans within the participating jurisdictions.

Motion: Authorize Chief Shane Woody to sign the Intergovernmental Agreement between the City of Belvidere and the State Line Area Narcotics Team.

State Line Area Narcotics Team
INTERAGENCY AGREEMENT

The undersigned public agencies, charged with the duty of enforcing the law and protecting their citizens from illegal activity including the trafficking of narcotics, guns, and humans, and recognizing that the jurisdiction and authority to each is limited and that such limitations are detrimental in combating crime within the designated counties and among the major municipalities within said counties, and recognizing that the most effective means to accomplish that duty is through the pooling of their resources and the joint exercise of their respective authorities; each of them does now enter into this Interagency Agreement to provide to their citizens the most effective law enforcement protection against those who engage in actions detrimental to the public safety.

In consideration of the terms herein set forth and the mutual covenants and obligations of the parties hereto, the undersigned parties agree to the following:

I. PARTIES

The parties to this agreement are: Monroe (WI) Police Department, Green County (WI) Sheriffs Office, Rockford Police Department, Freeport Police Department, Belvidere Police Department, Boone County Sheriffs Office and Loves Park Police Department.

II. AUTHORITY

Parties hereby enter into this Agreement in accordance with the authority vested in them by Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1).

III. ORGANIZATION

A. Governing Board

The State Line Area Narcotics Team Governing Board shall be composed of an elected public official, or his designee, and the Chief Law Enforcement Office, or his designee, from all participating local units of government. The Governing Board shall supervise and oversee the operations of State Line Area Narcotics Team.

B. Task Force Commander

Task Force Commander will be an ISP officer holding the rank of Acting Master Sergeant or Master Sergeant acting under the direct supervision of the ISP Zone Commander.

IV. PURPOSE

The purpose of this agreement is to create a multi-jurisdictional authority to be known as State Line Area Narcotics Team hereinafter referred to as the Task Force. The Agreement will set forth the rules, policies, and understanding between the departments. The Task Force will direct its primary enforcement efforts in the following areas:

- A. Covert and overt investigations concerning individuals engaged in illicit criminal activities with specific emphasis on trafficking of drugs, guns, and humans.
- B. Development of intelligence data regarding criminal activity in the area.
- C. Assist local agencies with case development for those investigations that are beyond capabilities of the requesting agency and/or those investigations that indicate a mid-level drug conspiracy or higher.
- D. Dissemination of intelligence activities to the appropriate federal, state, and local law enforcement agencies.
- E. Establishment of liaison with the State's Attorney's Offices and the United States Attorney's Office for legal advice and encouragement of vigorous prosecution of developed cases.

V. DURATION

This agreement will be effective upon its execution by all the signed parties and will supersede any and all previous agreements. This agreement will be reviewed annually and renewed every 2 years or as otherwise needed.

VI. DUTIES OF THE ILLINOIS STATE POLICE

ISP agrees to supply the following facilities, equipment, and services to be utilized in support of Task Force activities:

- A. Facilities to house the Task Force operations; Any offsite work location utilized will be at the discretion of the unit Commander and the Governing Board and shall be the responsibility of said unit.
- B. Training in proactive enforcement techniques and covert investigative methods as well as continuing training as outlined in the Onboarding agreement.
- C. Specialized equipment and/or communications devices; Subject to availability

- D. Appointment of Task Force officers as "Inspectors" of the Illinois State Police and the issuance of credentials pursuant to the authority in 20 ILCS 2620/4.
- E. Facilities for storage of evidence obtained during Task Force investigations and resources to dispose of said evidence upon authority of the appropriate prosecuting authority and/or within the guidelines as established by the Illinois State Police policy.
- F. Provide personnel in the rank of Lieutenant or Captain to serve as a voting board member to the Task Force. The Chairman of the Governing Board is to be determined by the unit's policy.

Any credentials, equipment and components assigned or issued by the Task Force or ISP to any officer or participant must be surrendered to the ISP upon termination of the officer's affiliation with the Task Force.

VII. OPERATIONAL PROCEDURES

The parties agree that the following operations duties/assignments shall prevail throughout the duration of the Agreement:

A. Task Force Commander:

1. Will be an ISP officer holding the rank of Acting Master Sergeant or Master Sergeant acting under the direct supervision of the ISP Zone Commander.
2. Be responsible for the overall direction and supervision of the assigned work force.
3. Will devise, implement, arrange and administer training for personnel assigned to the Task Force.
4. Will review the use and documentation of Official Advance Funds to ensure it is used in accordance with ISP policy.
5. Be responsible for the submission of grant proposals and monetary requests to the Illinois Criminal Justice Information Authority or other entities offering potential funding opportunities.
6. Be responsible for oversight of the Task Force asset forfeiture program in accordance with ISP Policy, as well as the approval of all expenditures of Task Force funds acquired through State and Federal asset forfeitures and court fines and fees.

7. Be responsible for reviewing and approving investigative documents in accordance with ISP report writing practices and directives.

B. Task Force Supervisor

1. Will act under the direction of the Task Force Commander; TF Supervisor will hold the rank of ISP Sergeant or Master Sergeant
2. Will be responsible for the daily operations of their assigned squad and the direct supervision of the assigned work force.
3. Develop, implement, and arrange/administer training for personnel assigned to their supervision.
4. Review, analyze, document, and approve use of official advance funds in accordance with ISP reporting practices and directives.
5. Be responsible for overtime approval and assuring accurate procedures are being followed by Task Force officers.
6. Is responsible for apprising the Task Force Commander of the unit's operations and assist in the formulation of activity reports.
7. Be responsible for other duties as prescribed by the Task Force Commander.

C. Task Force Members

1. If personnel are assigned, officers will be of full-time status from the ISP or local agencies. Such officers shall, prior to appointment, pass an ISP background investigation. The officer shall not be subject to any current or pending disciplinary actions.
2. The Inspector will enter into an onboarding agreement with the Task Force which will outline the expectations during the time as a Task Force member. The officer will adhere to all aspects of the agreement during their time on the Task Force.
3. Will adhere to all laws of the State of Illinois and the United States of America.
4. Will comply with their respective agency's policies and procedures as they apply to personnel issues, i.e., salary, overtime, vacation, holiday, sick time, and authorized weapons.

5. Will agree to participate in the ISP random drug testing Policy and to submit to an ISP sanctioned drug test upon request.

VIII. OTHER OPERATIONAL CONSIDERATIONS

- A. ISP report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by the Task Force.
- B. All investigations should be deconflicted through the Illinois Statewide Terrorism and Intelligence Center.
- C. The ISP Confidential Source, Official Advance Funds, and Evidence Handling policies will govern Task Force operations.
- D. A copy of the directives expected to be followed will be given to the Task Force officer with their onboarding information.

IX. MISCONDUCT

- A. Misconduct by officers of the Task Force shall include the following:
 1. Commission of a criminal offense.
 2. Neglect of duties.
 3. Violation of Task Force policies and/or rules of procedures.
 4. Conduct which may tend to reflect unfavorably upon any of the parties to this agreement.
- B. Upon receipt of a complaint from a law enforcement agency, a states attorney's office, or any other credible source alleging misconduct by a Task Force officer, the following procedures will be initiated:
 1. The Task Force commander shall conduct a preliminary review of the allegations to verify the complaint and to determine the nature, scope, and need to conduct a follow up investigation.
 2. In the event the allegations appear to be credible, the Task Force Commander will notify the Zone Commander and the chief executive of the officer's parent agency.
 3. If the complaint is of a non-criminal nature, the Task Force Commander and chief executive of the Inspector's parent agency will determine who will

conduct the investigation. If the complaint is verified, the parent agency will implement disciplinary action as deemed necessary.

4. If the complaint is of a criminal nature, the Task Force Commander and agency head shall require a criminal investigation be conducted by the ISP Division of Internal Investigation. The investigation will be forwarded to the respective States Attorney's office for decision on prosecution.

X. REPORTING

- A. The Task Force Commander will notify the respective departments if requested by parent agency, of any time earned or used by the officer during each payroll period.
- B. The Task Force Commander will immediately notify the respective departments if there are any issues concerning the assigned Inspector.
- C. The Task Force Commander will evaluate officers on a yearly basis; the evaluation tool will be determined by the Task Force Commander in agreement with the parent agency and retained as part of the Inspector's personnel file. The Inspector will stay on the unit if both parties agree the Inspector is performing their duties to the best of their ability and is proactively seeking new investigations, making arrests, and effectively impacting the community. If the Task Force Commander and parent agency determine the Inspector is no longer effective in the unit, the Inspector will be removed and reassigned as the parent agency sees fit.
- D. The Task Force Commander will present statistics for investigations, arrests, seizures, and search warrants for the assigned Inspector at each board meeting, which will convene at least quarterly or as needed as directed by the unit Governing Board.
- E. The Task Force Commander will submit statistics, table of organizations, budgets, and any additional information requested by the ISP immediately upon request.
- F. The Task Force will comply with requests for records maintained by the Task Force in accordance with applicable ISP policy.

XI. LIABILITY

- A. The ISP and/or the State of Illinois shall provide representation and indemnification to the extent permitted by law to Task Force Inspectors in the event that any civil proceeding is commenced against such Task Force officer alleging the deprivation of a civil or constitutional right arising out of any act or omission occurring within the scope of task force activities provided that such actions were not the result of the officers intentional, willful, or wanton misconduct.

- B. Each Task Force unit shall also maintain a policy of insurance to cover any civil proceedings commenced against such Task Force for instances of a conflict of interest or acts or omissions occurring outside the scope of the Task Force activities, including but not limited to the result of officers intentional, willful, or wanton misconduct.
- C. Each agency will accept liability, to the extent required by the Illinois Workers' Compensation Act (820 ILCS 305/1) for personal injuries occurring to its officers while engaged in Task Force activities.


XII. TERMINATION/MODIFICATION OF AGREEMENT

- A. Any party may withdraw from this agreement 90 days after providing written notice of withdrawal to all other parties. Withdrawal of any party will not affect the agreement with respect to the remaining parties. Any modification of this agreement requires written approval by all parties.
- B. The Task Force Governing Board may disband the operation of this Task Force at any time by a majority vote where upon this agreement will be terminated. All Task Force property obtained through grants from the Illinois Criminal Justice Information Authority shall be disposed of consistent with current property management or disposition guidelines issued by the Authority's Office of Federal Assistance Programs.
- C. At the time of termination, the active participating agencies will vote on the disbursement of the non-grant Task Force assets and forfeited assets.

XIII. REVIEW AND ACCEPTANCE VERIFICATION

I certify that I am the Chief Executive Officer for my agency or that I have the authority to represent said agency in the execution of the herein Interagency Agreement. I further certify that I have reviewed and accept the terms and conditions of said Interagency Agreement.

Name: Fred Kelley

Signature: 

Title: Chief

Date: 04/24/2025

Agency: Monroe (WI) Police Department

Name: Cody Kanable


Signature: 

Title: Sheriff

Date: 04/28/2025

Agency: Green County (WI) Sheriffs Office

Name: Carla Redd


Signature: 

Title: Chief

Date: 04/30/2025

Agency: Rockford Police Department

Name: Christopher Shenberger

Signature: 

Title: Chief

Date: 05/01/2025

Agency: Freeport Police Department

Name: Shane Woody

Signature: _____

Title: Chief

Date: _____

Agency: Belvidere Police Department

Name: Scott Yunk

Signature: _____

Title: Sheriff

Date: _____

Agency: Boone County Sheriffs Office

Name: Michael McCammond

Signature: _____

Title: Chief

Date: _____

Agency: Loves Park Police Department

Name: Brendan F. Kelly

Signature: _____

Title: Director

Date: _____

Agency: Illinois State Police



City of Belvidere • Illinois

City Hall: 401 Whitney Blvd.
Belvidere, Illinois 61008-3710
(815) 544-2612 • Fax (815) 544-3060
cityclerk@ci.belvidere.il.us

BLOCK PARTY REQUEST FORM

Street Closure Required

Name:

CHRIS MONTALBANU

Applicant's Address:

(for barricades drop-off and pickup)

BELVIDERE FIRST ASSY CHURCH

Phone Number:

815-315-2381

Email:

BODYMAN815@HOTMAIL.COM

Date of Block Party/Street
Closure:

AUGUST 16, 2025

Time of Block Party:

8:00 AM — 3:30 PM

Estimated number of

Individuals participating:

25 HELPERS ROUGHLY

Description of Planned
Activities:

CARNIVAL AND CAR SHOW

Street to be blocked:

7TH AVE AND W 5TH ST

From (Street):

HAVE PIC FOR YOU.

To (Street):

I confirm that all residents of the affected area have been notified of the closure and there are no objections:

☒ Yes

The undersigned hereby acknowledges, understands and agrees to the following: If this request is authorized by the Belvidere City Council it is the responsibility of participants to place from and return street barricades to the terrace.

Furthermore, section 10-40 of the Belvidere Code of Ordinances prohibits use of alcoholic liquor on any public street or sidewalk. This ordinance states "it shall be unlawful to any person to consume alcoholic liquor or to have any alcoholic liquor in his possession...on any public street, sidewalk, etc." This ordinance applies to block parties.

Signature of Resident

Date

6-9-25

Google Maps

Belvidere



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 50 ft

AUGUST 16TH

8:00 - 3:30

B1 BLOCK STREET

CARNIVAL & CAR
SHOW.

XTRA BARAKADS
FOR PARKING ENTRANCE

9:30 - 3

\$10

RICK ARWOOD DJ

Memo

To: Mayor and City Council
From: Mike Drella
cc:
Date: June 9, 2025
Re: Contry Homes / Deer Hills I

Contry Homes and Black Hawk Reserve LLC own several vacant lots in Deer Hills I subdivision. As you know, that subdivision is a part of the 2005 Landmark Development annexation agreement. The City is working to annex the subdivision through the settlement agreement with Landmark Development utilizing the annexation of the Rigeman property on June 9, 2025. However, as you know, it may take some time to effectuate the annexation of Deer Hills I.

Attached is a proposed annexation agreement and a petition to annex that will allow these lots to continue being developed and allow Contry homes to obtain permits and close on properties during the gap period between the expiration of the 2005 Agreement and the actual annexation of Deer Hills I. The draft agreement is the same as the one previously approved by the Council.

RECOMMENDED MOTION 1: Motion to authorize the Mayor to execute and the Clerk to attest an annexation agreement between the City of Belvidere, Contry Homes LLC and Black Hawk Reserve LLC. This will come back in ordinance form.

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"), Black Hawk Reserve LLC, 6551 E. Riverside Blvd. Ste. 111 Rockford, IL 61114 and Contry Homes Group LLC, 6551 E. Riverside Blvd. Ste 111, Rockford, IL 61114 ("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 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. Further, the City may rely upon this Agreement as a Petition for Annexation at such time as the Property becomes contiguous to the City without further action. 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 residential dwelling unit 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 dwelling 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 dwelling 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: *COUNTRY HOMES L.L.C.
6551 E. RIVERSIDE BLVD. SUITE 111
ROCKFORD IL 61114*

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 Recorder's 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

Remainder of Page Intentionally Blank

By: Black Hawk Reserve LLC

By: [Signature]

Its: MEMBER

Subscribed and Sworn to
before me this 30th day.
of May, 2025.

[Signature]
Notary Public



By: Contry Homes Group LLC

By: [Signature]

Its: OWNER

Subscribed and Sworn to
before me this 30th day.
of May, 2025.

[Signature]
Notary Public

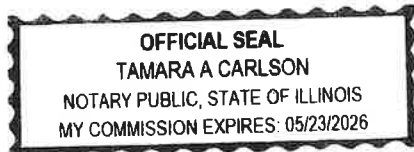


EXHIBIT A

LEGAL DESCRIPTION

The parties agree that each separate parcel may be annexed separately at the time said parcel becomes contiguous to the City of Belvidere.

4324 RUSA TRL BELVIDERE, IL 61008
PIN: 05-21-104-016

Lot 16 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4300 RUSA TRL BELVIDERE, IL 61008
PIN: 05-21-104-017

Lot 17 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

322 BROCKET TRL BELVIDERE, IL 61008
PIN: 05-21-101-006

Lot 89 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

336 BROCKET TRL BELVIDERE, IL 61008
PIN: 05-21-101-003

Lot 92 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4454 SPOTTED DEER TRL BELVIDERE, IL 61008
PIN: 05-21-104-010

Lot 10 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16,

2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4483 SPOTTED DEER TRL BELVIDERE, IL 61008

PIN: 05-21-102-038

Lot 41 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4396 MANIPUR CT BELVIDERE, IL 61008

PIN: 05-21-102-026

Lot 56 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4432 MANIPUR CT BELVIDERE, IL 61008

PIN: 05-21-102-024

Lot 58 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4458 MANIPUR CT BELVIDERE, IL 61008

PIN: 05-21-102-023

Lot 59 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4484 MANIPUR CT BELVIDERE, IL 61008

PIN: 05-21-102-022

Lot 60 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4475 MANIPUR CT BELVIDERE, IL 61008

PIN: 05-21-102-021

Lot 61 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4453 MANIPUR CT BELVIDERE, IL 61008

PIN: 05-21-102-020

Lot 62 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4507 SPOTTED DEER TRL, IL 61008

PIN: 05-21-102-037

Lot 40 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

356 WHITETAIL TRL BELVIDERE, IL 61008

PIN: 05-21-102-013

Lot 69 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

368 WHITETAIL TRL BELVIDERE, IL 61008

PIN: 05-21-102-001

Lot 71 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

372 WHITETAIL TRL BELVIDERE, IL 61008

PIN: 05-21-102-002

Lot 72 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half

(1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4558 MUNTJAC TRL BELVIDERE, IL 61008
PIN: 05-16-351-008

Lot 96 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4574 MUNTJAC TRL BELVIDERE, IL 61008
PIN: 05-16-351-007

Lot 97 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4571 MUNTJAC TRL BELVIDERE, IL 61008
PIN: 05-16-351-004

Lot 100 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4553 MUNTJAC TRL BELVIDERE, IL 61008
PIN: 05-16-351-003

Lot 101 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4469 TUFTED DEER CT., BELVIDERE, IL 61008
PIN: 05-21-102-032

Lot 50 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

4457 TUFTED DEER CT. BELVIDERE, IL 61008

PIN: 05-21-102-031

Lot 51 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

The Tracts are 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

NA

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.

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.

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

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/Apl.	Fee
Elementary	\$3,200.00	0.002	\$6.40
Junior High	\$4,000.00	0.001	\$4.00
High School	\$5,600.00	0.001	\$5.60
TOTAL			\$16.00
	2 Bed Apartment		
Elementary	\$3,200.00	0.086	\$275.20
Junior High	\$4,000.00	0.042	\$168.00
High School	\$5,600.00	0.046	\$257.60
TOTAL			\$700.80
	3 Bed Apartment		
Elementary	\$3,200.00	0.234	\$748.80
Junior High	\$4,000.00	0.123	\$492.00
High School	\$5,600.00	0.118	\$660.80
TOTAL			\$1,901.60
	1 Bed S.F. Attached		
Elementary	\$3,200.00	0.014	\$44.80
Junior High	\$4,000.00	0.018	\$72.00
High School	\$5,600.00	0.024	\$134.40
TOTAL			\$251.20
	2 Bed S.F. Attached		
Elementary	\$3,200.00	0.088	\$281.60
Junior High	\$4,000.00	0.048	\$192.00
High School	\$5,600.00	0.038	\$212.80
TOTAL			\$686.40
	3 Bed S.F. Attached		
Elementary	\$3,200.00	0.234	\$748.80
Junior High	\$4,000.00	0.058	\$232.00
High School	\$5,600.00	0.059	\$330.40
TOTAL			\$1,311.20
	4 Bed. S.F. Attached		
Elementary	\$3,200.00	0.322	\$1,030.40
Junior High	\$4,000.00	0.154	\$616.00
High School	\$5,600.00	0.173	\$968.80
Total			\$2,615.20
	2 Bed S.F. Detached		
Elementary	\$3,200.00	0.136	\$435.20
Junior High	\$4,000.00	0.048	\$192.00
High School	\$5,600.00	0.020	\$112.00
			\$739.20
	3 Bed S.F. Detached		
Elementary	\$3,200.00	0.369	\$1,180.80
Junior High	\$4,000.00	0.173	\$692.00
High School	\$5,600.00	0.184	\$1,030.40
TOTAL			\$2,903.20
	4 Bed. S.F. Detached		
Elementary	\$1,673.33	0.530	\$886.86
Junior High	\$4,000.00	0.298	\$1,192.00
High School	\$5,600.00	0.360	\$2,016.00
TOTAL			\$4,094.86
	5 Bed. S.F. Detached		
Elementary	\$3,200.00	0.345	\$1,104.00
Junior High	\$4,000.00	0.248	\$992.00
High School	\$5,600.00	0.300	\$1,680.00
TOTAL			\$3,776.00

CURRENT

POLICE FIRE PUBLIC WORKS
ANNEXATION IMPACT FEES

The following impact fees shall be assessed on a per dwelling unit (DU) basis in all Annexations resulting in the subdivision of land. Fees are based upon the cost of operating each department divided by total population and multiplied by the anticipated impact of the development. Fees shall be paid by the Owner, or his successor prior to approval of any final plat or no later than 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that these fees may be paid at the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current Impact fee rate plus 10%.

POPULATION 23532
Persons per dwelling 2.932

RESIDENTIAL DEVELOPMENT

I. POLICE

General Operations	\$4,856,651.00
Capital Funds	\$373,214.00
Building Fund	\$750,000.00
PSB Expenses	\$538,772.00
sub total	\$6,518,637.00
Total Expenditures /	Population = Cost Per Person
\$6,518,637.00	23532 \$277.01
CPP x PPD	POLICE IMPACT FEE
	\$812.20 per du

II FIRE

General Operations	\$3,172,653.00
Capital Funds	\$575,000.00
Building Fund	\$2,000,000.00
sub total	\$5,747,653.00
Total Expenditures /	Population = Cost Per Person
5,747,653.00	23,532.00 244.25
CPP X PPD	FIRE IMPACT FEE
	\$716.14 per du

III PUBLIC WORKS

General Operations	\$166,627.00
Streets	\$1,280,275.00
Street Lighting	\$226,198.00
MFT Expenditures	\$809,832.00
Capital Funds	\$214,000.00
sub total	\$2,696,932.00
Total Expenditures /	Population = Cost Per Person
\$2,696,932.00	\$23,532.00 \$114.61
CPP x PPD	PUBLIC WORKS IMPACT FEE
	\$336.03 per du

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 FI **\$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

Memo

To: Mayor and City Council
From: Mike Drella
cc:
Date: June 10, 2025
Re: Annexation of the Deer Hills Out Lots

In the ongoing saga to annex the residential properties subject to the Landmark Development Inc. 2005 annexation agreement, the next step is to annex the out lots created by the plats of subdivision for Deer Hills I which are located on the east side of Beaver Valley Road. In conjunction with the settlement agreement, Landmark Development filed a petition to annex the out lots located east of Beaver Valley Road. The attached ordinance only annexes three of those out lots (out lots A, B and C as shown on Plat I of the Deer Hills Subdivision) as the fourth is not yet contiguous to the City. Annexation of these lots is necessary to create contiguity with the Deer Hills I and II existing lots.

Recommended Motion: Motion to annex out lots A, B and C as designated on Plat No.1 of Deer Hills Subdivision recorded May 16, 2006, as document No. 2006R05230.

ORDINANCE #
AN ORDINANCE ANNEXING CERTAIN TERRITORY
LYING NORTH OF US BUSINESS ROUTE 20, AND
EAST OF BEAVER VALLEY ROAD
TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

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

WHEREAS, the Territory is contiguous to Ward 2 of the City of Belvidere; and

WHEREAS, the Territory is the subject of an annexation agreement executed June 15, 2005 and approved by Ordinance 724G (the Annexation Agreement); and

WHEREAS, in accordance with the Annexation Agreement the City adopted certain zoning ordinances and ordinances approving special uses which may affect the Territory including, but not limited to Ordinances 727G, 728G, and 806G and such zoning shall continue in full force and effect as they apply to the Territory upon annexation; and

WHEREAS, in accordance with the Annexation Agreement the City adopted ordinance 789G approving the final plat of subdivision for Deer Hills I Final Plat; and

WHEREAS, WHEREAS, the City is a home rule unit of government within the meaning of Section 6 of Article VII of the 1970 Constitution of the State of Illinois and this Ordinance is adopted pursuant to said authority; 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 foregoing recitals are incorporated herein by this reference.
- SECTION 2: The Territory described in the attached Exhibit A and depicted on the Plat of Annexation attached hereto as Exhibit B, which are incorporated herein by this reference, is hereby annexed to the City of Belvidere, Boone County, Illinois.
- SECTION 3: Pursuant to the Belvidere Municipal Code, the Territory, shall maintain the zoning and planed unit developments approved by 727G, 728G, and 806G, as well as the Plat of Subdivision approved by Ordinance 789G, upon annexation as they apply to the Territory.
- SECTION 4: The annexed Territory is hereby incorporated into and made a part of Ward 2 of the City of Belvidere and the boundaries of Ward 2 shall be adjusted accordingly.
- SECTION 5: The City Clerk of the City of Belvidere is hereby directed to immediately 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 A. The City Clerk shall also file the affidavit of service of the notices required by 65 ILCS 5/7-7-1 with the Boone County Recorder. 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 6: That all maps, journals and other records of the City be changed accordingly.
- SECTION 7: 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 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
- SECTION : This Ordinance shall be in full force and effect immediately upon its passage and approval.

Passed by the City Council of the City of Belvidere, Illinois this day of July, 2025.

Approved:

Clinton Morris, Mayor

Attest:

Erica Bluege, City Clerk

Ayes:

Nays:

Absent:

Date Passed:

Date Approved:

Date Published:

Prepared By / Return To:

J:\Legal\ANNEXATIONS\Deer Hills__Landmark\AA Renewals\Deer Hills RESidential Inc\annexation ordinance.doc

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

EXHIBIT A

Out Lots A , B, and C, as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

PIN: 05-16-351-001

PIN: 05-21-101-001

PIN: 05-21-104-018



EXHIBIT B

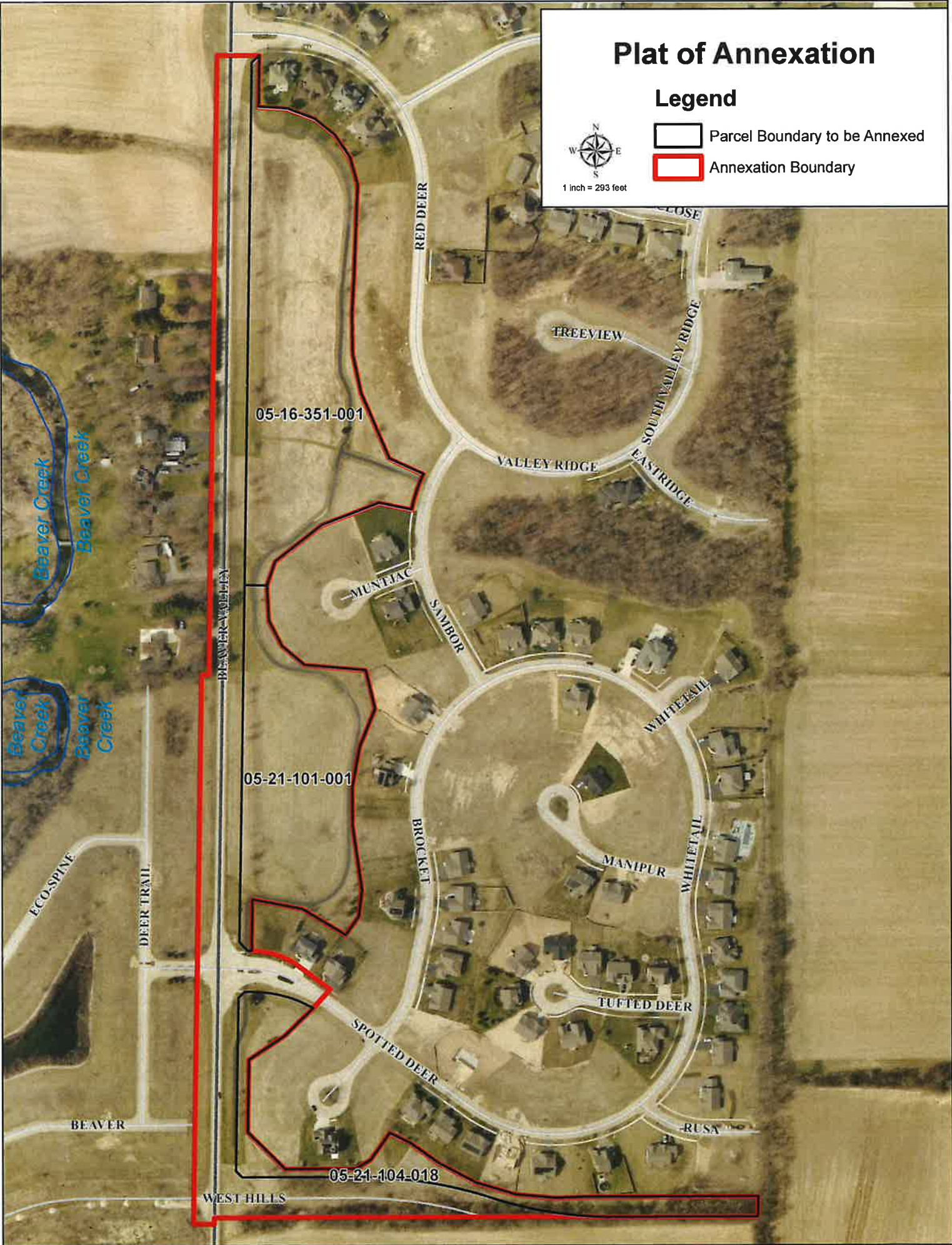
Plat of Annexation

Legend



1 inch = 293 feet

-  Parcel Boundary to be Annexed
-  Annexation Boundary



Dear

Mayor Morris
Belvidere City Council

Im writing this letter because of ongoing problem of people burning around town. I wish the council would ban all burning in city limits. I have repeatedly called fire dept for illegal burns around town and my house. Frankly i cannot tolerate smoke of any kind. On any nice day all I want to do is open my windows and enjoy the nice day or work outside like everyone else.

But no. always someone starts to burn and I have to close up my house and go inside. I feel like I am a PRISONER of my own home. Most if not all people that burn are burning to get rid of yard waste and other toxic wood like plywood plastic and what ever they want to get rid of.

My big concern is what am I breathing that smells so bad. smoke from these fires that fills entire neighborhoods contain harmful toxins that cause eye nose and breathing and coughing problems. Burning of MDF and plywood contains carcinogens and formaldehyde. Frankly there isn't any HEALTHY OR GOOD SMOKE legal or illegal. My concern is for the elderly and anyone that has a heath issue or is compromised. several people I have talked to about burning agree they don't like it in any way. But most are afraid of turning in a neighbor in fear of retaliation in some way. I think as a tax payer I should have as much right not to breath any type of smoke.

Also some people still want to put laundry or rugs on a close line. But they don't want to anymore because of some person burning around them. also not everyone has central air conditioning and would like to open there window at night. But they don't dare because of waking up in the morning with a house of smoke. I ask the counsel to please think of the people that do not won't burning of any kind. And the kids and elderly that cannot take the smoke.

There is no good reason to burn of any type in Belvidere. Most communities and HOA don't allow burning. Burning ban would only make Belvidere a better place to live for everyone.

I think we would all agree that its not money well spent to send a Million dollar fire truck to a illegal burns.

Im asking the Mayor and the city council to to ban burning.

Thank You Larry Roden Belvidere resident.

ORDINANCE 755F

AN ORDINANCE TO AID IN THE CONTROL OF AIR POLLUTION BY
REGULATING OPEN BURNING

WHEREAS, the City of Belvidere, pursuant to the Illinois Municipal Code, as amended, Section 11-19.1-11 has the authority to regulate the discharge of air contaminants within the municipal limits; and,

WHEREAS, the City Council of the City of Belvidere, pursuant to the authority stated herein finds it to be in the best interests of the City to control open burning to prevent and lessen the discharge of air contaminants;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELVIDERE, ILLINOIS:

Section 1: That the Code of Ordinances of the City of Belvidere, Title XIII (13), Chapter 132, Section 132.09 be amended to read as follows:

§132.09 FIRES.

- A) Bonfire Restrictions. It shall be unlawful to build or light any bonfire so close to any building or other structure as to endanger the building or structure, or on any street, or sidewalk pavement. No bonfire or fire other than one enclosed in a stove, furnace, incinerator, or fireplace shall be started or permitted to burn between the time of sunset and sunrise.
- B) Open Burning Restrictions. No person shall cause, suffer, allow, or permit open burning of refuse, trade waste, salvage waste, agricultural waste or other combustible material except as may be allowed in compliance with the exceptions stated in this section.
- C) Exceptions to Restrictions Against Open Burning.
 - 1. Outdoor burning in connection with the preparation of food.
 - 2. Campfires and fires used solely for recreational purposes or for ceremonial occasions, provided such fires are not untended.
 - 3. Fires set for purpose of training public or private firefighting personnel, with the approval of the Belvidere Fire Chief or his appointed designee.
 - 4. Fires set or required by a public officer for the abatement of nuisances and which are necessary in carrying out public health functions, with the approval of the Belvidere Fire Chief or his appointed designee.

5. The burning of leaves, grass, trees, brush and shrubs in a safe and controlled manner is permitted on the premises from which the trees, brush and shrubs originated, provided said burning is not conducted upon roadways, streets, or public right-of-way.
6. The open burning of plant life grown on the premises in the course of any agricultural operation may be permitted when it can be shown that such open burning is necessary and in the interest of public health. Any person intending to dispose of plant life by open burning shall file a request to do so with the Belvidere Fire Chief or his appointed designee.
7. Any open burning permitted under provisions of subparagraphs C-5 and C-6 of this section shall begin only between three hours after sunrise and three hours before sunset and additional fuel may not be intentionally added to the fire at times outside the limits stated above.

D) Penalties. See Section 132.99

Section 2: All prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this ordinance, are hereby repealed.

Section 3: That this ordinance shall be in full force and effect from and after its passage, approval and publication, in the City Clerk's discretion, in either pamphlet form or published form according to law, if required by statute or ordinance.

Passed by the City Council of the City of Belvidere, Illinois this 1st day of February, 1993.

Approved:



Mayor

Attest:



City Clerk

Ayes: Racz, Dermer, Hernandez, Schwartz, Schrader, Johnson, Murphy,
Shook, Carlson, and Gordon.

Nays: None

Date Approved: February 2, 1993

Date Published: February 8, 1993

CITY OF BELVIDERE, ILLINOIS
PAMPHLET OF
ORDINANCE #246G
REGULATING OPEN BURNING AS OF MAY 1, 1999

PASSED AND ADOPTED
BY THE CITY COUNCIL
OF THE CITY OF
BELVIDERE, ILLINOIS
ON THE 21ST DAY OF SEPTEMBER, 1998

APPROVED BY THE
MAYOR OF THE CITY OF
BELVIDERE, ILLINOIS
ON THE 23RD DAY OF SEPTEMBER, 1998

ORDINANCE # 246G

AN ORDINANCE FURTHER REGULATING OPEN BURNING

BE IT ORDAINED BY THE CITY COUNCIL OF BELVIDERE, ILLINOIS, AS FOLLOWS:

SECTION 1: That the Belvidere Municipal Code Chapter 74, Section 74-215 be amended by deleting sub-section 74-215(c)(5) and inserting in its place the following:

5. Fires set or required by a Public Officer for the control of grasses and weeds.

SECTION 2: All prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this ordinance, are hereby repealed.

SECTION 3: This ordinance shall be in full force and effect as of May 1, 1999 and publication in pamphlet form as required by law.

Passed by the City Council of the City of Belvidere, Illinois, this 21st day of September, 1998.

Approved:


Mayor

Attest:


City Clerk

Ayes: Robinson, Wise, Fabish, Bowley, Hart, LaPier.

Nays: Cantrell, Gordon.

Date Approved: September 23, 1998

Date Published: September 23, 1998

SPONSOR: Ald. Dianne Hart

CITY OF BELVIDERE, ILLINOIS

ORDINANCE #898G

AN ORDINANCE AMENDING SECTION 74-215, OUTDOOR BURNING

PASSED AND ADOPTED

BY THE CITY COUNCIL

OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 18TH DAY OF JUNE 2007.

APPROVED BY THE

MAYOR OF THE CITY OF

BELVIDERE, ILLINOIS

ON THE 19TH DAY OF JUNE 2007.

Published in Pamphlet Form this 19th day of June 2007.

ORDINANCE NO. 898G

AN ORDINANCE AMENDING SECTION 74-215,
OUTDOOR BURNING

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

SECTION 1: Section 74-215 is hereby amended to read as follows:

Sec. 74-215. Outdoor burning.

- (a) No person or entity shall cause, suffer, allow or permit outdoor burning of refuse, trade waste, salvage waste, agricultural waste, yard waste (e.g. weeds, leaves, grass and brush) or other combustible material except as specifically allowed herein.
- (b) Permitted Outdoor Burning. The following forms of outdoor burning are allowed within the City:
 - (1) Outdoor burning in connection with the preparation of food which is performed within a grill or enclosed stove or fireplace.
 - (2) The burning of wood, suitable for an indoor fireplace (and specifically excluding yard waste, leaves, weeds, grass, refuse and any other waste product), in a commercially available outdoor fire pit or fireplace (hereinafter fire pit) where the burning area of the fire pit is suspended above ground level, the width or diameter of the burning area of the fire pit is not more than thirty (30) inches and where the fire pit includes a permanent or removable cover designed to limit the dispersal of embers or ash. When feasible, the cover shall be used when the fire pit is in use.
 - (3) Bonfires solely for the purposes of ceremonial occasions provided such fires are not unattended and have approval of the fire chief or his appointed designee.
 - (4) Fires set for purpose of training public or private firefighting personnel, with the approval of the fire chief or his appointed designee.
 - (5) Fires set or required by a public officer for the abatement of nuisances and which are necessary in carrying out public health functions, with the approval of the fire chief or his appointed designee.
 - (6) Fires set or required by a public officer for the control of grasses and weeds.

- (c) When outdoor burning is permitted as set forth above, it shall be unlawful to build or light any fire so close to any building or other structure as to endanger the building or structure, or on any street, or sidewalk pavement.
- (d) *Penalties.* Any person or entity who sets or tends any fire violating this Section and any person who owns or leases the real property upon which a fire violating this Section is set shall each be liable for such violation. Any person or entity violating this Section shall be fined in accordance with Section 1-9 of this Code.

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

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

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

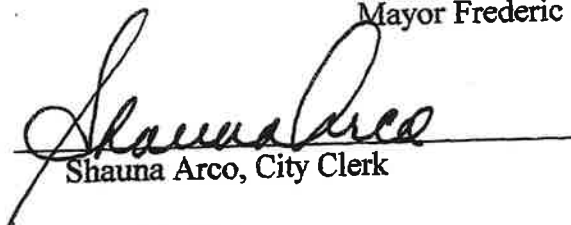
Voting Aye: Fabish, Marks, Pendzinski, Racz, Sanderson, Schultz, Crawford, Deckert.
Voting Nay: None
Abstain: None
Absent: Wise and Chamberlain.

APPROVED:



Mayor Frederic C. Brereton

ATTEST:



Shauna Arco, City Clerk

(SEAL)

Passed: June 18, 2007
Approved: June 19, 2007
Published: June 19, 2007

CityShared/DraftOrdinances/Sec.74-215.open.burning.amend.

CERTIFICATION

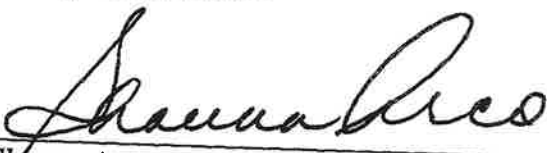
I, Shauna Arco, do hereby certify that I am the duly elected and qualified Clerk of the City of Belvidere, Boone County, Illinois, and that as such Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the Mayor and City Council of said City of Belvidere.

I DO HEREBY further certify that at a regular meeting of the Mayor and City Council of the City of Belvidere, held on the 18th day of June 2007, the foregoing Ordinance entitled: "AN ORDINANCE AMENDING SECTION 74-215, OUTDOOR BURNING" was duly passed and approved by the Mayor and City Council of the City of Belvidere.

The pamphlet form of Ordinance No. 898G, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the City Hall, commencing on the 19th day of June 2007, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

I DO FURTHER certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said City to be affixed hereto this 19th day of June 2007.



Shauna Arco, City Clerk

(CITY SEAL)

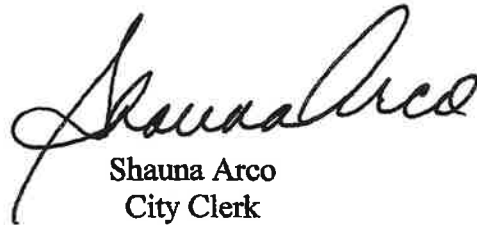
AFFIDAVIT

STATE OF ILLINOIS)

COUNTY OF BOONE)

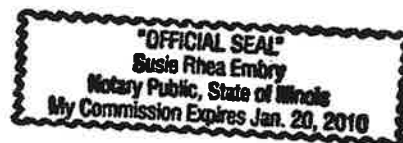
Shauna Arco, first being duly sworn on oath deposes and says as follows:

By authority of the City Council of the City of Belvidere, Illinois, I published Ordinance #898G of the City of Belvidere, Illinois, in pamphlet form on June 19, 2007 and as a convenience for the public; I posted the pamphlet form of Ordinance #898G on the bulletin board outside the City Clerk's office at 401 Whitney Blvd, Belvidere, Illinois; said location being readily accessible to the public during business hours of the City Clerk's office.


Shauna Arco
City Clerk

Subscribed and sworn
before me this 19th day
of June 2007.


Notary Public



Sec. 74-215. Outdoor burning.

- (a) No person or entity shall cause, suffer, allow or permit outdoor burning of refuse, trade waste, salvage waste, agricultural waste, yard waste (e.g., weeds, leaves, grass and brush) or other combustible material except as specifically allowed herein.
- (b) Permitted outdoor burning. The following forms of outdoor burning are allowed within the city:
 - (1) Outdoor burning in connection with the preparation of food which is performed within a grill or enclosed stove or fireplace.
 - (2) The burning of wood, suitable for an indoor fireplace (and specifically excluding yard waste, leaves, weeds, grass, refuse and any other waste product), in a commercially available outdoor fire pit or fireplace (hereinafter fire pit) where the burning area of the fire pit is suspended above ground level, the width or diameter of the burning area of the fire pit is not more than 30 inches and where the fire pit includes a permanent or removable cover designed to limit the dispersal of embers or ash. When feasible, the cover shall be used when the fire pit is in use. A fire permitted under this subsection shall, at all times, be immediately attended by a person of at least 18 years of age. Such person shall be in immediate proximity of the fire and may not leave the direct vicinity. Entering or remaining within any structure shall be prima facie evidence that the fire is unattended.
 - (3) Bonfires solely for the purposes of ceremonial occasions provided such fires are not unattended and have approval of the fire chief or his appointed designee. A fire permitted under this subsection shall, at all times, be immediately attended by a person of at least 18 years of age. Such person shall be in immediate proximity of the fire and may not leave the direct vicinity. Entering or remaining within any structure shall be prima facie evidence that the fire is unattended.
 - (4) Fires set for purpose of training public or private firefighting personnel, with the approval of the fire chief or his appointed designee.
 - (5) Fires set or required by a public officer for the abatement of nuisances and which are necessary in carrying out public health functions, with the approval of the fire chief or his appointed designee.
 - (6) Fires set or required by a public officer for the control of grasses and weeds.
 - (7) The Fire Department is authorized to order the extinction, or to extinguish, any fire under this provision in the event the Fire Department finds that the fire violates this section or that it constitutes an immediate nuisance to surrounding properties. A fire shall constitute a nuisance if it creates bothersome smoke or dangerous flames or sparks.
- (c) When outdoor burning is permitted as set forth above, it shall be unlawful to build or light any fire so close to any building or other structure as to endanger the building or structure, or on any street, or sidewalk pavement. No outdoor burning shall occur within twenty-five feet (25') of any structure or within ten feet (10') of any lot line. An ABC type fire extinguisher, charged garden hose, or other method of fire control must be readily available
- (d) Penalties. Any person or entity who sets or tends any fire violating this section and any person who owns or leases the real property upon which a fire violating this section is set shall each be liable for such violation. Any person or entity violating this section shall be fined in accordance with section 1-9 of this Code.