

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
AGENDA

July 7, 2025

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

(1) Roll Call:

(2) Pledge of Allegiance:  
Invocation:

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

(4) Approval of Minutes:

(A) Approval of Minutes of the regular meeting of the Belvidere City Council of June 16, 2025; as presented.

(5) Public Hearing:

(A) Annexation Agreement relating to real property generally located North of Bus. U.S. Route 20 and East of Beaver Valley Road.

(6) Special Messages and Proclamations:

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Approval of Minutes of the regular Committee of the Whole – Public Safety and Finance and Personnel of June 23, 2025.

(9) Unfinished Business:

(A) Ord. #727H – 2<sup>nd</sup> Reading: An Ordinance Authorizing the Sale of Certain Personal Property (City Vehicles).

(B) Ord. #728H – 2<sup>nd</sup> Reading: An Ordinance Authorizing the Exchange of Parking Areas Between the City of Belvidere and the Community Building Complex Committee of Boone County.

- (C) Ord. #729H – 2<sup>nd</sup> Reading: An Ordinance Granting a Special Use to Allow Outdoor Storage within the GI, General Industrial District (845 E. Jackson Street).

(10) New Business:

- (A) Ord. #730H – 1<sup>st</sup> Reading: An Ordinance Authorizing the Execution of an Annexation Agreement Between the City of Belvidere, Black Hawk Reserve LLC, and Contry Homes LLC.
- (B) Ord. #731H – 1<sup>st</sup> Reading: 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.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of June 23, 2025.

Motions of Public Safety – Chairman Rory Peterson.

- (A) Motion to accept the \$1,500.00 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.
- (B) Motion to authorize Chief Shane Woody to sign the Intergovernmental Agreement between the City of Belvidere and the State Line Area Narcotics Team.
- (C) Motion to approve the Block Party Request from Belvidere First Assembly Church and to close 7<sup>th</sup> Ave and W. 5<sup>th</sup> Street as shown on the map provided, on August 11, 2025 from 8:00a.m. to 3:30p.m.

(11) Other:

(12) Adjournment:

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
MINUTES

Date: June 16, 2025

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

Call to order by Mayor Morris.

(1) Roll Call: Present: J. Albertini, R. Brereton, W. Frank, S. Gramkowski,  
J. Hoiness, M. McGee, C. Montalbano, R. Peterson and  
C. Stevens.

Absent: M. Fleury.

Other staff members in attendance:

Public Works Director Brent Anderson, Budget and Finance Officer Sarah Turnipseed,  
Director of Buildings Kip Countryman, Community Development Planner Gina DelRose,  
Deputy Chief of Police Dan Smaha, Fire Chief Shawn Schadle, City Attorney Mike  
Drella, City Treasurer Mary Volkey and City Clerk Erica Bluege.

(2) Pledge of Allegiance:

Invocation: Mayor Morris.

(3) Public Comment:

(1) Jen Jacky, Executive Director of Belvidere Park District presented an update  
and thanked the City for their continued support.

(2) Mayor Morris reminded everyone of Heritage Days and invited Council  
Members to ride on the City's float for the parade.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of  
June 2, 2025 as presented.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Gramkowski to approve the minutes of the regular  
meeting of the Belvidere City Council of June 2, 2025. Voice vote carried. Motion  
carried.

Belvidere City Council  
June 16, 2025

- (B) Approval of the minutes of the special meeting of the Belvidere City Council of June 9, 2025 as presented.

Motion by Ald. Montalbano, 2<sup>nd</sup> by Ald. Frank to approve the minutes of the special meeting of the Belvidere City Council of June 9, 2025. Voice vote carried. Motion carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

- (A) Growth Dimension Report given by Pamela Lopez-Fettes.  
(B) Ida Public Library Report given by Mindy Long.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$1,995,674.97  
Water & Sewer Fund Expenditures: \$ 537,432.07

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Peterson to approve the General & Special Fund Expenditures in the amount of \$1,995,674.97. Roll call vote: 9/0 in favor. Ayes: Albertini, Brereton, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson and Stevens. Nays: None. Motion carried.

Motion by Ald. Hoiness, 2<sup>nd</sup> by Ald. Peterson to approve the Water & Sewer Expenditures in the amount of \$537,432.07. Roll call vote: 9/0 in favor. Ayes: Brereton, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens and Albertini. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime Pay for May 2025.  
(B) Monthly Report of Belvidere Fire Department Overtime Pay for May 2025.  
(C) Monthly Report of Community Development Department/Planning Department for May 2025.  
(D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for May 2025.  
(E) Financial Report for May 2025.  
(F) Monthly General Fund Report for May 2025.  
(G) Monthly Water/Sewer Fund Report May 2025.  
(H) Minutes of Planning and Zoning Commission June 10, 2025.

Let the record show these reports were placed on file.

Belvidere City Council  
June 16, 2025

- (I) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of June 9, 2025.

Motion by Ald. Gramkowski, 2<sup>nd</sup> by Ald. Hoiness to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of June 9, 2025. Voice vote carried. Motion carried.

(9) Unfinished Business: None.

(10) New Business:

- (A) Ord. #727H – 1<sup>st</sup> Reading: An Ordinance Authorizing the Sale of Certain Personal Property (City Vehicles).
- (B) Ord. #728H – 1<sup>st</sup> Reading: An Ordinance Authorizing the Exchange of Parking Areas Between the City of Belvidere and the Community Building Complex Committee of Boone County.
- (C) Ord. #729H – 1<sup>st</sup> Reading: An Ordinance Granting a Special Use to Allow Outdoor Storage within the GI, General Industrial District (845 E. Jackson Street).

Let the record show Ordinance #727H, #728H and #729H were placed on file for first reading.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of June 9, 2025.

- (A) Motion to approve a one-year extension for a special use allowing indoor commercial entertainment at 1868 Crystal Parkway (Case 2023-13). Roll call vote: 9/0 in favor. Ayes: Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini and Brereton. Nays: None. Motion carried.
- (B) Motion to approve the proposal from Sherwin Industries, in the amount of \$16,113.50, for a Graco Linelazer V9500 paint sprayer. This equipment will be paid for from Street Department Line Item #01-5-310-6020 with reimbursement from insurance. Roll call vote: 9/0 in favor. Ayes: Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini, Brereton and Frank. Nays: None. Motion carried.

- (C) Motion to approve the proposal from Advanced Rehabilitation Technology, to complete the lining of ten sanitary sewer manholes at a cost of \$44,420.00. This work will be paid for from sewer depreciation line item #61-1790. Roll call vote: 9/0 in favor. Ayes: Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini, Brereton, Frank and Gramkowski. Nays: None. Motion carried.
- (D) Motion to approve renting a Vactor sewer cleaner in an amount not-to-exceed \$9,400.00 while our 2020 Vactor sewer cleaner truck is down for repairs. The rental cost will be paid for from sewer collection line item #61-5-830-6020. Roll call vote: 9/0 in favor. Ayes: McGee, Montalbano, Peterson, Stevens, Albertini, Brereton, Frank, Gramkowski and Hoiness. Nays: None. Motion carried.
- (E) Motion to purchase a 2025 Dodge Durango, equipment, upfitting, and installation at a cost of \$76,798.92 to be paid for from insurance payments and Belvidere Police Vehicle Fund. Roll call vote: 9/0 in favor. Ayes: Montalbano, Peterson, Stevens, Albertini, Brereton, Frank, Gramkowski, Hoiness and McGee. Nays: None. Motion carried.
- (F) Motion to accept the proposal from Helm Electric in the amount of \$34,500.00 for the installation of emergency vehicle preemption systems at the intersections of US 20 & Pearl Street and US 20 and Genoa Road paid for by Capital Funds subject to IDOT approval. Roll call vote: 9/0 in favor. Ayes: Peterson, Stevens, Albertini, Brereton, Frank, Gramkowski, Hoiness, McGee and Montalbano. Nays: None. Motion carried.
- (G) Motion to approve the Block Party Request from St. James Catholic Church to close Church Street from Caswell Street to Main Street on July 27, 2025 from 8:00a.m. to 6:00p.m. Roll call vote: 9/0 in favor. Ayes: Stevens, Albertini, Brereton, Frank, Gramkowski, Hoiness, McGee, Montalbano and Peterson. Nays: None. Motion carried.
- (11) Other: None.
- (12) Adjournment:
- Motion by Ald. Frank, 2<sup>nd</sup> by Ald. Hoiness to adjourn meeting at 6:36p.m. Voice vote carried. Motion carried.

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Mayor

Belvidere City Council  
June 16, 2025

Attest:

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City Clerk

## LEGAL NOTICES

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Village of l

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

On, July 7, 2025 at 6:00 P.M., a public hearing will be held by the Mayor and City Council of the City of Belvidere, in the City Council Chambers, 401 Whitney Boulevard, Belvidere, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing an Annexation Agreement relating to real property generally located North of Bus. U.S. Route 20 and East of Beaver Valley Road consisting of the following addresses:

4324 RUSA TRL BELVIDERE, IL PIN 05-21-104-016  
4300 RUSA TRL BELVIDERE, IL PIN: 05-21-104-017  
322 BROCKET TRL BELVIDERE, IL PIN: 05-21-101-006  
336 BROCKET TRL BELVIDERE, IL PIN: 05-21-101-003  
4454 SPOTTED DEER TRL BELVIDERE, IL PIN: 05-21-104-010  
4483 SPOTTED DEER TRL BELVIDERE, IL PIN: 05-21-102-038  
4396 MANIPUR CT BELVIDERE, IL PIN: 05-21-102-026  
4432 MANIPUR CT BELVIDERE, IL PIN: 05-21-102-024  
4458 MANIPUR CT BELVIDERE, IL PIN: 05-21-102-023  
4484 MANIPUR CT BELVIDERE, IL PIN: 05-21-102-022  
4475 MANIPUR CT BELVIDERE, IL PIN: 05-21-102-021  
4453 MANIPUR CT BELVIDERE, IL PIN: 05-21-102-020  
4507 SPOTTED DEER TRL, IL PIN: 05-21-102-037  
356 WHITETAIL TRL BELVIDERE, IL PIN: 05-21-102-013  
368 WHITETAIL TRL BELVIDERE, IL PIN: 05-21-102-001  
372 WHITETAIL TRL BELVIDERE, IL PIN: 05-21-102-002  
4558 MUNTJAC TRL BELVIDERE, IL PIN: 05-16-351-008  
4574 MUNTJAC TRL BELVIDERE, IL PIN: 05-16-351-007  
4571 MUNTJAC TRL BELVIDERE, IL PIN: 05-16-351-004  
4553 MUNTJAC TRL BELVIDERE, IL PIN: 05-16-351-003  
4469 TUFTED DEER CT., BELVIDERE, IL PIN: 05-21-102-032  
4457 TUFTED DEER CT. BELVIDERE, IL PIN: 05-21-102-031

The proposed Annexation Agreement and legal description of the Territory is available for review in the City Clerk's office 401 Whitney Blvd. Belvidere Illinois.

By order of the Corporate Authorities of the City of Belvidere,  
Boone County, Illinois.

Dated: June 10, 2025 Erica Bluege, City Clerk  
Published in The Boone County Journal June 12, 2025



Minutes  
Committee of the Whole  
Public Safety and Finance and Personnel  
June 23, 2025  
6:00 p.m.

Date: June 23, 2025

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

Call to Order – Mayor Clinton Morris:

Roll Call:

Present: J. Albertini, R. Brereton, M. Fleury, W. Frank, S. Gramkowski,  
J. Hoiness, M. McGee, C. Montalbano, R. Peterson and C.  
Stevens.

Absent: None.

Other staff members in attendance:

Public Works Director Brent Anderson, Budget & Finance Officer Sarah Turnipseed,  
Director of Buildings Kip Countryman, Police Chief Shane Woody, Fire Chief Shawn  
Schadle, City Attorney Mike Drella, City Treasurer Mary Volkey and City Clerk Erica  
Bluege.

Public Comment: None.

Public Forum:

(A) Mayor Morris issued a reminder about Heritage Days and invited City  
Council Members be part of the City's float for the parade.

Reports of Officers, Boards, and Special Committees:

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

Police Chief Shane Woody presented an update.

(B) Motion to Accept Donation for the Belvidere/Boone County Explorer Post.

Motion by Ald. Fleury, 2<sup>nd</sup> by Ald. Stevens to accept the \$1,500.00 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. Voice vote carried. Motion carried.

(C) Intergovernmental Agreement – State Line Area Narcotics Team.

Motion by Ald. Gramkowski, 2<sup>nd</sup> by Ald. Peterson to authorize Chief Shane Woody to sign the Intergovernmental Agreement between the City of Belvidere and the State Line Area Narcotics Team. Voice vote carried. Motion carried.

(D) Fire Department – Update.

Fire Chief Shawn Schadle presented an update.

(E) Belvidere First Assembly Church Block Party Request.

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. Gramkowski to approve the Block Party Request from Belvidere First Assembly Church and to close 7<sup>th</sup> Ave and W. 5<sup>th</sup> Street as shown on the map provided, on August 11, 2025 from 8:00a.m. to 3:30p.m. Voice vote carried. Motion carried.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Finance Department – Update.

Budget and Finance Director Sarah Turnipseed presented an update.

5. Other, Unfinished Business: None.

6. Other, New Business:

(A) Contry Homes / Deer Hills I Annexation Agreement.

Motion by Ald. McGee, 2<sup>nd</sup> by Ald. Stevens 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. Voice vote carried. Motion carried.

(B) Annexation of the Deer Hills Out Lots.

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. McGee 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. Voice vote carried. Motion carried.

(C) Review of Outdoor Burning Ordinance.

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. Stevens to re-adopt the 2006 Ordinance, adding a new subsection 6 to allow the usage of firepits that burn natural gas or propane only. Discussion took place in regards to smokeless fireplaces. Discussion took place about health concerns for people with asthma, COPD, etc., public safety issues and quality of life for neighbors when outdoor burning occurs. The current code was read so everyone would understand the current code verse a ban. Discussion took place as to whether or not a ban on all outdoor burning would be too restrictive. Discussion took place about keeping the current ordinance but focus on enforcement and increasing fines. Roll call vote: 2/8 in favor. Ayes: Peterson and Stevens. Nays: Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee and Montalbano. Motion fails.

7. Adjournment:

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. Gramkowski to adjourn the meeting at 6:54p.m. Voice vote carried. Motion carried.

\_\_\_\_\_ Mayor

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

ORDINANCE #727H

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY  
(CITY VEHICLES)

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

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

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

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

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

**SECTION 2:** The Mayor, or his designee, is authorized and directed to sell the Vehicles identified in Exhibit A by any means authorized by State Statute, as well as by internet auction site, other auction methods, trade in for new vehicles or by any other commercially reasonable method.

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

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

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

Ayes:

Nays:

Absent:

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: City Clerk Erica Bluege

Passed:  
Approved:  
Published:

# EXHIBIT A

2000 International IH2554 10 Yard Dump Truck	Vin. 1HTGCADT2YH267804
1989 Volvo Semi Truck	Vin. 4V1BDBBE4KN614039
1993 Chevy Suburban	Vin. 1GNFK16K2PJ352883
2005 GMC Envoy	Vin. 1GKDT13S762348424
1982 Chevy StepVan	Vin. 1GBHP32M4C3320249
2000 IH 4900 5 Yard Dump Truck	Vin. 1HTSDAAN7YH253376
1995 GMC 2500 Pick Up Truck	Vin. 1GTGK24F8SE515384
1987 Mack DM 10 Yard Truck	Vin. 1M2B126C9HAO14807
1986 John Deere 750 Tractor	
1974 Cat 920 Loader	
Fiatallis Wheel Loader	
1969 Tanker Trailer	
1976 Case 380 Tractor	

ORDINANCE #728H

AN ORDINANCE AUTHORIZING THE EXCHANGE OF  
PARKING AREAS BETWEEN THE CITY OF BELVIDERE AND  
THE COMMUNITY BUILDING COMPLEX COMMITTEE OF BOONE COUNTY

WHEREAS, the City of Belvidere (the City) owns a strip of land located within a parking lot owned and operated by the Community Building Complex Committee of Boone County (the Complex Committee); and

WHEREAS, the Complex Committee owns a strip of land located adjacent to a City alley and operated by the City for public parking; and

WHEREAS, The Complex Committee is a unit of local government created by the statutes of the State of Illinois; and

WHEREAS, the parties wish to exchange the aforementioned parcels to clarify ownership and use for the respective constituents of the parties; and

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

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize the City of Belvidere and the Complex Committee to enter into agreements, including, but not limited to, an agreement to sell or transfer real estate for public purposes; and

NOW THEREFORE IT IS 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 as if fully set forth.

**SECTION 2:** For purposes of this Ordinance, and the approval of the Contract and for the sale of the Property, Division 76, of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-76-1 et seq.) shall not apply to this Ordinance or the Contract and are expressly abrogated and waived pursuant to the City's home rule authority.

**SECTION 3:** The Mayor, or his designee, is authorized and directed to execute, the attached Contract for the Exchange of Surplus Parking Lots. Further, the Mayor, or his designee, and the City Clerk, or her designee, are authorized to execute and attest any documents necessary to facilitate and accomplish the sale of the Property pursuant to the terms of the Contract.

**SECTION 4:** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment

shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

**SECTION 6:** This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor. The City Council finds that immediate approval is essential to obtain favorable sale and purchase terms.

Ayes: .

Nays: .

Absent:.

APPROVED:

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Mayor Clinton Morris

(SEAL)

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

Passed:

Approved:

Published:



CONTRACT FOR EXCHANGE  
OF SURPLUS PARKING LOTS,  
BELVIDERE, ILLINOIS

City of Belvidere's (City) Attorney: Michael S. Drella, 401 Whitney Blvd. Belvidere IL  
815/544-2612

Community Building Complex Committee of Boone County Attorney:

Whereas, the Community Building Complex Committee of Boone County (Community Building) is an Illinois Unit of local government; and

WHEREAS, The City of Belvidere, is an Illinois Unit of local government; and

Whereas, the City of Belvidere is the fee simple owner of certain real property described in Exhibit A and depicted on Exhibit C as legal 1; and

Whereas, the Community Building is the fee simple owner of certain real property described in Exhibit B and depicted on Exhibit C as Legal 2; and

Whereas, the City of Belvidere has utilized and maintained the property identified in Exhibit A as its own property under the belief that it was part of an alley commonly known as McInnes Court; and

Whereas, the Community Building has utilized and maintained the property described in Exhibit B as its own property under the belief that it was part of the Community Building parking lot; and

Whereas, the Community Building and the City desire to clarify ownership and maintenance of the parcels of real property described in Exhibits A and B and depicted in Exhibit C by exchanging said parcels.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement and other good and valuable consideration, the adequacy of which is hereby acknowledged, the City and Community Building Complex Committee of Boone County agree as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. In consideration of the Community Building transferring to the City merchantable title, via quit claim deed, the real property described in Exhibit B, the City will transfer to the Community Building merchantable title, via quit claim deed, the real property described in Exhibit A. Each party agrees to prepare, execute, and record, as necessary, any documents necessary to consummate this transaction, including but not limited to, deeds, Plat Act affidavits and Real Estate Transfer Tax declaration.

3. The deeds shall be exchanged, and any closing shall occur, within thirty (30) days of the Effective Date. Each party shall bear their own cost of recording the deed for the parcel received by that party.
5. The parties acknowledge that there shall be no prorations on this transaction as the property has been tax exempt as municipal property.
5. Each party warrant to the other that the transferring party owns and hereby sells all fixtures and equipment on and attached to the transferred parcel. All such fixtures and equipment are sold in "as is condition
6. Each party warrants to the other that there are no rented fixtures or equipment upon the transferred parcels.
7. Each party may, at their sole expense, obtain a certified boundary or ALTA survey prepared by a licensed Illinois land surveyor disclosing the location of surface improvements including, but not limited to, buildings, parking lots and fences, which survey shall demonstrate the absence of any encroachments for either or both of the transferred parcels. Each party agrees to cooperate with the other if a party seeks such a survey.
8. Either party may, at their sole cost, obtain a current title insurance commitment issued by a Title company licensed to operate in Illinois (the Title company), and a final policy thereafter, showing merchantable title subject for the parcel they are acquiring, subject only to the following permitted exceptions: a) all taxes and special assessments confirmed prior to closing; b) building and building line, use and occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d) easements for the use of public utilities; e) roads and highways; f) drainage ditches, feeders and laterals. None of the foregoing exceptions shall be considered permitted exceptions if they are violated by the existing improvements or present use of the premises or if they materially restrict the reasonable use of the property. Each party shall cooperate as necessary in procuring the title insurance.
9. If a party cannot deliver merchantable title to the other of the relevant parcel described in Exhibit A or B, subject only to the permitted exceptions, this Contract shall be void.
10. If prior to delivery of deed or agreement for deed the improvements on either parcels shall be destroyed or materially damaged by fire or other casualty, both parties shall have the option of declaring this Contract null and void, or of accepting the premises as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage.
11. Time is of the essence of this Contract, and of all the terms and conditions hereof.
12. The parties agree to comply with the following federal or state acts when applicable:
  - A. Federal Real Estate Settlement Procedures Act. (RESPA).
  - B. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing.

13. For purposes of execution of this Contract and providing subsequent notices and contingency removals hereto, any signed document transmitted by FAX machine or electronic mail shall be treated as an original document.

14. Seller and Buyer represent and warrant from each other that neither party has engaged, contracted with and are not represented by any real estate agent or broker and no commission is due any party arising out of this transaction.

15. CITY AGREEMENT APPROVAL CONTINGENCY:

This Agreement is contingent upon approval by the City Council of the City of Belvidere and the Community Building Complex Committee of Boone County. If such approval is not granted, then this Agreement shall be deemed null and void. If the Agreement is approved, this Agreement shall continue in full force and effect. The later date of approval by the City Council or the Community Building Complex Committee of Boone County shall be the Effective Date of this Agreement. If the Agreement is so authorized prior to execution, the Effective Date shall be the date Agreement is executed by the city.

16. This document represents the entire agreement and shall be binding upon the parties, their heirs, successors and assigns.

NOTICE TO PARTIES

BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER OR BUYER.

Dated this \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the day and year first written above.

CITY OF BELVIDERE, a municipal corporation

By: \_\_\_\_\_  
Clinton Morris, Mayor

The Community Building Complex Committee of Boone County

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

Exhibit A:

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 1 AS DESIGNATED UPON THE PLAT OF COHOON AND ALLEN'S ADDITION TO BELVIDERE, THE PLAT OF WHICH IS RECORDED IN BOOK "O" OF DEEDS ON PAGE 524 IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOS; THENCE NORTH 89 DEGREES 07 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 190.60 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 44 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID BLOCK 1 A DISTANCE OF 205.5 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 54 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF BLOCK 1 A DISTANCE OF 36.00 FEET; THENCE CONTINUE ALONG SAID DIRECTION 52.50 FEET TO THE SOUTHWEST CORNER OF LOT 14 AS DESIGNATED UPON PLAT OF AARON WHITNEY'S ADD TO ASSESSOR'S SURVEY OF BLKS. 1, 5, & 6; THENCE NORTHEASTERLY ALONG SAID SOUTH LOT LINE 108.50 FEET TO POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY 19 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 14; THENCE SOUTHERLY RUNNING PARALLEL WITH THE WESTERLY LINE OF STATE STREET TO THE SOUTH LINE OF SAID SECTION 25; THENCE SOUTH TO A POINT 105 FEET NORTH MORE OR LESS FROM THE SOUTH LINE OF LOT 7 OF COHOON AND ALLEN'S ADDITION; THENCE NORTHWESTERLY APPROXIMATELY 24.00 FEET TO A POINT 16.5 FEET SOUTH OF THE SOUTH LINE SECTION 25; THENCE NORTH 16.50 FEET TO THE INTERSECTION OF NORTHERLY LINE OF COHOON & ALLEN'S ADD AND THE WEST LINE OF MCINNES CT; THENCE NORTHWESTERLY APPROXIMATELY 162 FEET ALONG THE EASTERLY LINE OF LOT 9 TO THE SOUTH LINE OF LOT 14 OF WHITNEY'S, AARON, ADD., COMMISSIONER'S RESURVEY OF PT. BLK. 6 AND THE POINT OF BEGINNING.

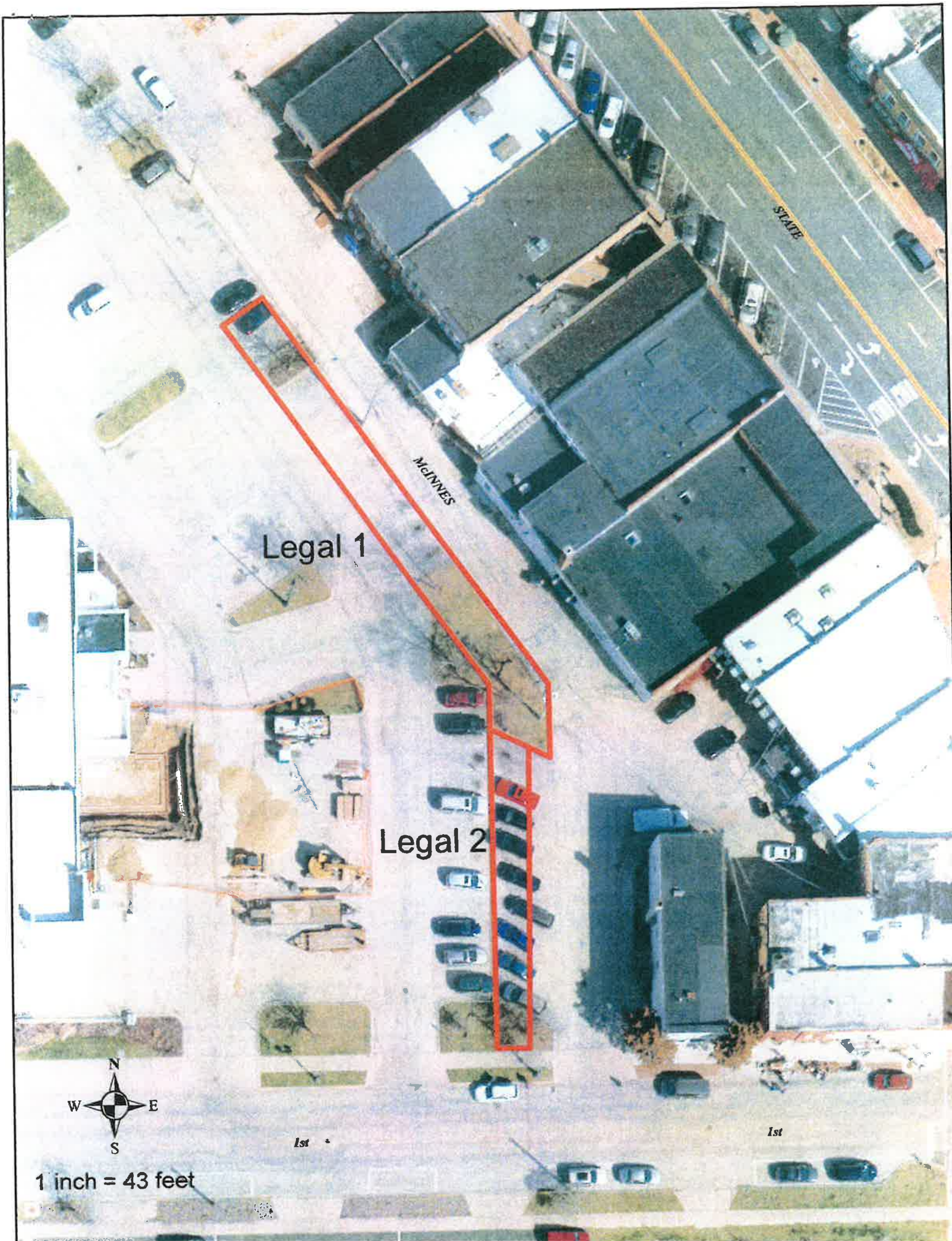
## EXHIBIT B

PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 1 AS DESIGNATED UPON THE PLAT OF COHOON AND ALLEN'S ADDITION TO BELVIDERE, THE PLAT OF WHICH IS RECORDED IN BOOK "O" OF DEEDS ON PAGE 524 IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOS; THENCE NORTH 89 DEGREES 07 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 472.00 FEET THE WEST LINE OF MCINNES CT AND POINT OF BEGINNING; THENCE RUNNING NORTHERLY APPROXIMATELY 109.00 FEET ALONG SAID WEST LINE; THENCE NORTHWESTERLY APPROXIMATELY 116 FEET NORTH OF SOUTH LINE LOT 7 OF SAID ADDITION A DISTANCE OF 15.25 FEET; THENCE SOUTH TO THE SOUTH OF LOT 7; THENCE EAST TO POINT OF BEGINNING.

Exhibit C:





**ORDINANCE NO. 729H**

**AN ORDINANCE GRANTING A SPECIAL USE  
TO ALLOW OUTDOOR STORAGE  
WITHIN THE GI, GENERAL INDUSTRIAL DISTRICT  
(845 E. Jackson Street)**

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

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

**WHEREAS**, The applicant and property owner, Conin Contractor Services, Inc., 1800 Doc Wolf Drive, PO Box 1022, Belvidere, IL 61008 is requesting a special use to allow outdoor storage at 845 E. Jackson Street; and

**WHEREAS**, after due notice by publication pursuant to the Illinois State Statutes, the City of Belvidere Planning and Zoning Commission held a public hearing on June 10, 2025 concerning the proposed Special Use; and,

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

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

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

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

**Section 2.** That a Special Use in the GI, General Industrial District to allow for outdoor storage on the property depicted in Attachment A and legally described as:

Part of the Northwest Quarter (1/4) of Section 25, Township 44 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit: beginning at a point in the Easterly line of Blaine Street 538.8 feet (measured along said Easterly street line) Northerly from the Northerly line of Madison Street; thence North 71 degrees 10 minutes 26 seconds East,



237.04 feet to the Westerly line of Chicago and Northwestern Railway Co. right-of-way; thence North 19 degrees 57 minutes 20 seconds West (along the Westerly line of the Chicago and Northwestern Railway Co. right-of-way), 402.60 feet to the Southerly line of East Jackson Street; thence South 89 degrees 10 minutes 40 seconds West along the Southerly line of East Jackson Street, 240.90 feet to the Easterly line of Blaine Street; thence South 18 degrees 49 minutes 34 seconds East along the Easterly line of Blaine Street, 476.98 feet to the place of beginning, excepting therefrom the following: part of the Northwest Quarter (1/4) of Section 25 Township 44 North, Range 3 East of the third Principal Meridian, bounded and described as follows, to-wit: beginning at a point in the Easterly line of Blaine Street 538.8 feet (measured along said Easterly Street line) Northerly from the Northerly line of Madison Street; thence North 71 degrees 10 minutes 26 seconds East, 237.04 feet to the Westerly line of the Chicago and Northwestern Railway Co. right-of-way; thence North 19 degrees 57 minutes 20 seconds West (along the Westerly line of the Chicago and Northwestern Railway Co. right-of-way), 138.59 feet; thence South 71 degrees 10 minutes 26 seconds West 234.31 feet to a point in the Easterly line of Blaine Street which is 138.56 feet Northwesterly from the Point of Beginning; thence South 18 degrees 49 minutes 34 seconds East along the Easterly line of Blaine Street, 138.56 feet to the place of beginning; subject to an easement for purposes of ingress and egress over and across the Easterly 20.0 feet thereof (the Westerly line of said easement being 20.0 feet perpendicularly distant Westerly from and parallel with the Easterly line of the above described tract situated in County of Boone and the State of Illinois. PIN: 05-25-104-007

is hereby approved, subject to the following condition:

1. Substantial compliance with the site plan submitted unless otherwise noted. (Attachment B)
2. Outdoor storage piles shall not exceed 10 feet in height, 150 feet in width and 250 feet in length. Stackable products shall not be stacked in excess of 10 feet in height, 80 feet in width and 250 feet in length.
3. The concrete containers proposed on the south end of the property shall be set back from the property line 1.5 times the height of the containers.

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

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

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

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

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

**PASSED** by the City Council of the City of Belvidere this \_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED** by the Mayor of the City of Belvidere this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Clint Morris, Mayor

**ATTEST:**

\_\_\_\_\_  
Erica Bluege, City Clerk

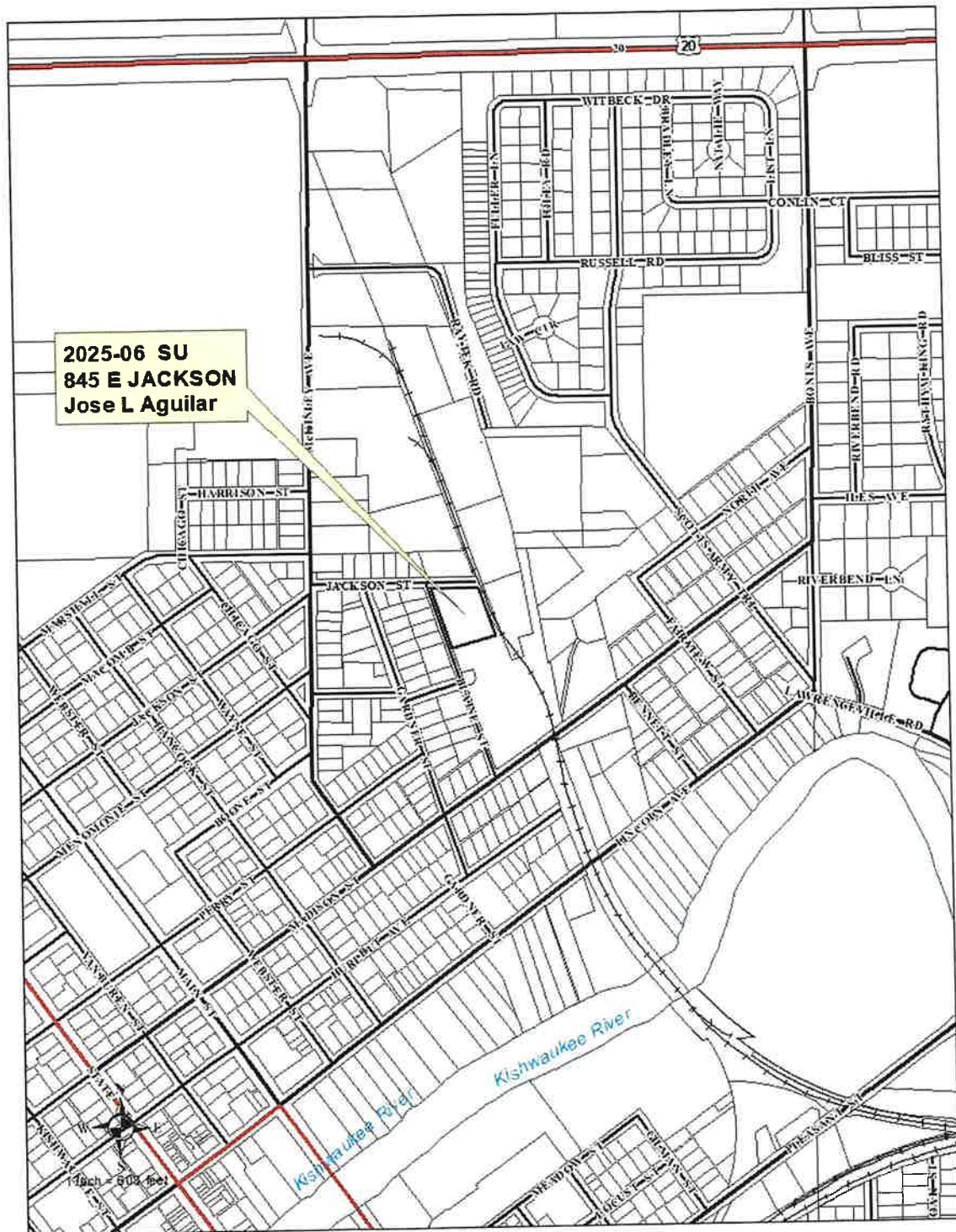
Ayes: \_\_\_\_ Nays: \_\_\_\_ Absent: \_\_\_\_

City Council Members Voting Aye: \_\_

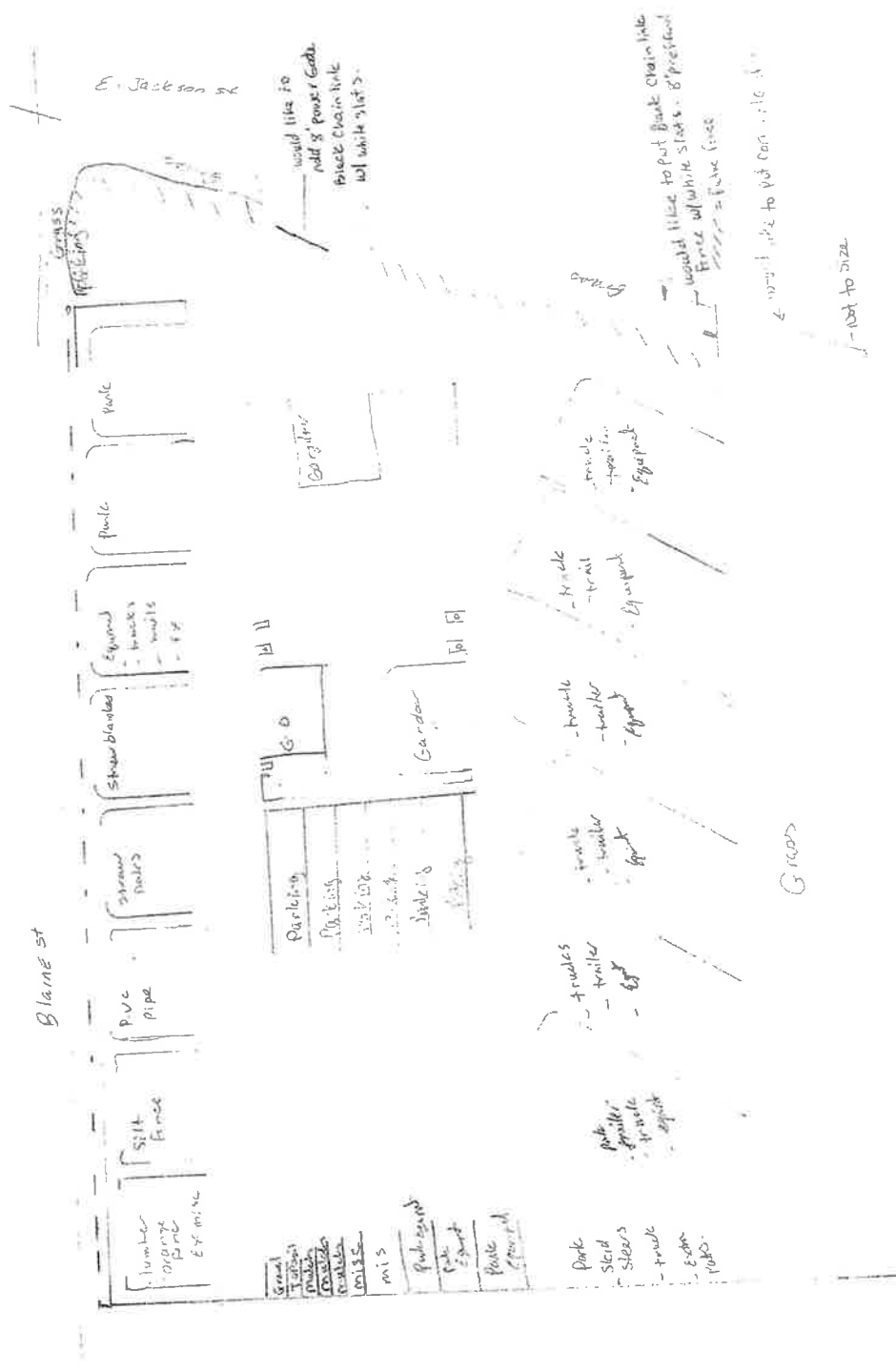
City Council Members Voting Nay: \_\_

Date Published:

ATTACHMENT A



## ATTACHMENT B



## **MEMO**

**DATE:** June 11, 2025  
**TO:** Mayor and Members of the City Council  
**FROM:** City of Belvidere Planning and Zoning Commission  
**SUBJECT:** Recommendation for Case: 2025-06; Conin Contractor Services, Inc., 845 E. Jackson Street.

### **REQUEST AND LOCATION:**

The applicant and property owner, Conin Contractor Services, Inc., 1800 Doc Wolf Drive, PO Box 1022, Belvidere, IL 61008 is requesting a special use to permit outdoor storage at 845 E. Jackson Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(8)(B)(2) Outdoor Storage or Wholesaling and 150.904 Special Use Review and Approval Procedures) in the GI, General Industrial District on approximately 1.5 acres. The subject property is irregular in shape and developed with an industrial building, accessory building and large paved area. PIN: 05-25-104-007.

### **RECOMMENDATION:**

The planning and zoning commission recommended the **approval** of case number **2025-06** for a special use for outdoor storage at 845 E. Jackson Street subject to the following conditions:

1. Substantial compliance with the site plan submitted unless otherwise noted.
2. Outdoor storage piles shall not exceed 10 feet in height, 150 feet in width and 250 feet in length. Stackable products shall not be stacked in excess of 10 feet in height, 80 feet in width and 250 feet in length.
3. The concrete containers proposed on the south end of the property shall be set back from the property line 1.5 times the height of the containers.

**Motion to approve case 2025-06; Conin Contractor Services, Inc. 845 E. Jackson Street subject to the conditions as presented carried with a (5-0) roll call vote.**

---

Robert Cantrell, Vice-Chairman  
Belvidere Planning and Zoning Commission

## **MEMO**

**DATE:** June 11, 2025  
**TO:** Mayor and Members of the City Council  
**FROM:** City of Belvidere Planning and Zoning Commission  
**SUBJECT:** Findings of Fact for Case: 2025-06; Conin Contractor Services, Inc. 845 E. Jackson Street

### **REQUEST AND LOCATION:**

The applicant and property owner, Conin Contractor Services, Inc., 1800 Doc Wolf Drive, PO Box 1022, Belvidere, IL 61008 is requesting a special use to permit outdoor storage at 845 E. Jackson Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(8)(B)(2) Outdoor Storage or Wholesaling and 150.904 Special Use Review and Approval Procedures) in the GI, General Industrial District on approximately 1.5 acres. The subject property is irregular in shape and developed with an industrial building, accessory building and large paved area. PIN: 05-25-104-007.

### **FINDINGS OF FACT:**

Per Section 150.904 (G) of the City of Belvidere Zoning Ordinance, the criteria for granting a Special Use Permit are as follows:

- A. **Findings:** The establishment, maintenance, or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The areas of outdoor storage will be screened from neighboring properties. Loose material will either be located in the open-air building or concrete containers, preventing displacement due to weather. The outdoor storage areas are not anticipated to increase traffic or noise on the subject property.

- B. **Findings:** The proposed special use, both its general use independent of its location and in its specific location, will be in harmony with the purposes, goals, objectives, policies, and standards of the City of Belvidere Comprehensive Plan, this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to Notice of Public Hearing by the City.

The subject property is designated as "Light Industrial" by the City of Belvidere Comprehensive Plan, adopted May 7, 2024. Light industrial land uses include low-intensity manufacturing, processing, storage, and distribution of goods and materials. Light industrial facilities can also include research and development land uses. Operations within light industrial uses typically have minimal noise and waste issues that require mitigation. Due to the limitations in the quantity of materials being stored and the use of the open-air building, the outdoor storage areas are not anticipated to create waste issues or other nuisances commonly associated with high intensity industrial operations.

- C. **Findings:** The special use will not in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors,



parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to Notice of Public Hearing by the City or governmental agency having jurisdiction to guide development.

The outdoor storage areas are situated in a manner that does not impede the on-site vehicle circulation areas or passenger vehicle parking areas. East Jackson Street ends at the eastern boundary of the property, minimizing the amount of cross traffic in front of the property.

The 290-foot long open-air building constructed parallel with Blaine Street is a visual barrier between the adjacent residences and the outdoor storage areas. This building also assists in blocking vehicle headlights from neighboring properties.

- D. **Findings:** The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property, and does maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

Properties to the east have significantly more materials stored outside. The amount, type and manner of storage of materials on the subject property will be less intense than neighboring properties. Although there has been no new development in the established industrial and residential areas of the neighborhood, both have continued to maintain consistent occupancy rates.

- E. **Findings:** The proposed special use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvement facilities, utilities or services provided by public agencies servicing the subject property.

The subject property is already served with municipal utilities and developed with an industrial building, accessory building and large paved area.

- F. **Findings:** The potential public benefits of the proposed special use does outweigh any and all potential adverse impacts of the proposed special use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

The area is a mix of established industrial and residential land uses, some involving outdoor storage. Conditions of approval on the special use will limit the quantity of materials being stored and the location of the storage area. These conditions will minimize potential negative impacts to neighboring properties.

The motion to adopt the Findings of Fact as presented by staff for case 2025-06 for a special use to permit outdoor storage at 845 E. Jackson Street carried with a (5-0) roll call vote.

**CITY OF BELVIDERE**  
*Community Development*



**BUILDING DEPARTMENT**

**PLANNING DEPARTMENT**

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

---

June 2, 2025  
Amended June 10, 2025

**ADVISORY REPORT**

**CASE NO:** 2025-06      **APPLICANT:** Conin Contractor Services, Inc., 845 E. Jackson Street

**REQUEST AND LOCATION:**

The applicant and property owner, Conin Contractor Services, Inc., 1800 Doc Wolf Drive, PO Box 1022, Belvidere, IL 61008 is requesting a special use to permit outdoor storage at 845 E. Jackson Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(8)(B)(2) Outdoor Storage or Wholesaling and 150.904 Special Use Review and Approval Procedures) in the GI, General Industrial District on approximately 1.5 acres. The subject property is irregular in shape and developed with an industrial building, accessory building and large paved area. PIN: 05-25-104-007.

**EXISTING LAND USE:**

**Subject property:** Contractor's office and indoor storage

**Adjacent Property**

**North:** Central Rubber Co.

**South:** Acument Global Technologies

**East:** Paltech

**West:** Single-family Residential and Acument Global Technologies

**CURRENT ZONING:**

**Subject property:** GI, General Industrial District

**Adjacent Property**

**North, South and East:** GI, General Industrial District

**West:** SR-6, Single-Family Residential-6 District and GI, General Industrial District

**COMPREHENSIVE PLAN:**

**Subject property:** Light Industrial

**Adjacent Property**

**North, South and East:** Light Industrial

**West:** Low Density Residential and Light Industrial

**BACKGROUND:**

Railroad tracks previously ran along the east side of the property. There was a round house to the north and the County's stockyards were nearby. The neighborhood slowly transitioned from agricultural to industrial. The main building on the property was constructed in the 1950s and



**2025-06; Conin Contractor Services, Inc., 845 E. Jackson Street**

the previous owner of the property operated a crematorium and burial vault service on-site for decades.

The property is approximately 70,000 square feet with adequate frontage along both E. Jackson Street and Blaine Street. There is a 7,000 square-foot fully enclosed building and an 8,700 square-foot open air building. Although the zoning ordinance requires a minimum of 15% of the property to remain greenspace, it appears that only approximately 13% of the property is greenspace. Therefore, additional pavement is not permitted.

Office, Indoor Storage and Light Industrial land uses are permitted in the General Industrial District. The outdoor storage of materials and equipment is what prompted the need for a special use on the property. According to the site plan and narrative that the applicant submitted, the open-air building will be used to store materials commonly used for soil erosion control. This will help keep the materials out of the elements and screened from view by adjacent residential properties. Concrete blocks will be utilized to create yard size containers to store soil, mulch and misc. equipment on the south end of the building and equipment/vehicle parking will occur south of the building and along the east side of the property.

The Belvidere Zoning Ordinance requires that all outdoor storage areas be screened from view by buildings, walls and/or fencing. Such structures shall be a minimum of 6 feet and a maximum of 10 feet in height. Therefore, piles of material should not exceed 10 feet in height. Outdoor storage areas cannot impede with vehicle circulation areas or reduce the required amount of on-site parking.

In addition to the outdoor storage requirements of the Belvidere Zoning Ordinance and the limitations of the submitted site plan, the property must adhere to the Belvidere Fire Code. The fire code does not permit outdoor storage of materials in excess of 25 feet in height, 150 feet in width and 80 feet in length with proportional setbacks. The 1-2 pallets of low nitrogen fertilizer that will be stored on-site does not require a hazardous classification.

**TREND OF DEVELOPMENT:**

The subject property is located on the edge of an established industrial area with adjacent residential properties. Although no significant new construction has occurred in the neighborhood, industrial companies have consistently occupied the properties.

**FINDINGS OF FACT:**

Per Section 150.904 (G) of the City of Belvidere Zoning Ordinance, the criteria for granting a Special Use Permit are as follows:

- A. **Findings:** The establishment, maintenance, or operation of the special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

The areas of outdoor storage will be screened from neighboring properties. Loose material will either be located in the open-air building or concrete containers, preventing displacement due to weather. The outdoor storage areas are not anticipated to increase traffic or noise on the subject property.

- B. **Findings:** The proposed special use, both its general use independent of its location and in its specific location, will be in harmony with the purposes, goals, objectives, policies, and standards of the City of Belvidere Comprehensive Plan,

this Chapter, and any other plan, program, or ordinance adopted, or under consideration pursuant to Notice of Public Hearing by the City.

The subject property is designated as "Light Industrial" by the City of Belvidere Comprehensive Plan, adopted May 7, 2024. Light industrial land uses include low-intensity manufacturing, processing, storage, and distribution of goods and materials. Light industrial facilities can also include research and development land uses. Operations within light industrial uses typically have minimal noise and waste issues that require mitigation. Due to the limitations in the quantity of materials being stored and the use of the open-air building, the outdoor storage areas are not anticipated to create waste issues or other nuisances commonly associated with high intensity industrial operations.

- C. **Findings:** The special use will not in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of this Chapter, the Comprehensive Plan, or any other plan, program, map, or ordinance adopted or under consideration pursuant to Notice of Public Hearing by the City or governmental agency having jurisdiction to guide development.

The outdoor storage areas are situated in a manner that does not impede the on-site vehicle circulation areas or passenger vehicle parking areas. East Jackson Street ends at the eastern boundary of the property, minimizing the amount of cross traffic in front of the property.

The 290-foot long open-air building constructed parallel with Blaine Street is a visual barrier between the adjacent residences and the outdoor storage areas. This building also assists in blocking vehicle headlights from neighboring properties.

- D. **Findings:** The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property, and does maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

Properties to the east have significantly more materials stored outside. The amount, type and manner of storage of materials on the subject property will be less intense than neighboring properties. Although there has been no new development in the established industrial and residential areas of the neighborhood, both have continued to maintain consistent occupancy rates.

- E. **Findings:** The proposed special use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvement facilities, utilities or services provided by public agencies servicing the subject property.

The subject property is already served with municipal utilities and developed with an industrial building, accessory building and large paved area.

- F. **Findings:** The potential public benefits of the proposed special use does outweigh any and all potential adverse impacts of the proposed special use after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts.

The area is a mix of established industrial and residential land uses, some involving outdoor storage. Conditions of approval on the special use will limit the quantity of materials being stored and the location of the storage area. These conditions will minimize potential negative impacts to neighboring properties.

**SUMMARY OF FINDINGS:**

The areas of outdoor storage will be screened from neighboring properties. Loose material will either be located in the open-air building or concrete containers, preventing displacement due to weather. The outdoor storage areas are not anticipated to increase traffic or noise on the subject property.

The 290-foot long open-air building constructed parallel with Blaine Street is a visual barrier between the adjacent residences and the outdoor storage areas. This building also assists in blocking vehicle headlights from neighboring properties.

Properties to the east have significantly more materials stored outside. The amount, type and manner of storage of materials on the subject property will be less intense than neighboring properties. Although there has been no new development in the established industrial and residential areas of the neighborhood, both have continued to maintain consistent occupancy rates.

The area is a mix of established industrial and residential land uses, some involving outdoor storage. Conditions of approval on the special use will limit the quantity of materials being stored and the location of the storage area. These conditions will minimize potential negative impacts to neighboring properties.

**RECOMMENDATION:**

The planning staff recommends the **approval** of case number **2025-06** for a special use for outdoor storage at 845 E. Jackson Street subject to the following conditions.

1. Substantial compliance with the site plan submitted unless otherwise noted.
2. Outdoor storage piles shall not exceed 10 feet in height, 150 feet in width and 250 feet in length. Stackable products shall not be stacked in excess of 10 feet in height, 80 feet in width and 250 feet in length.
3. The concrete containers proposed on the south end of the property shall be set back from the property line 1.5 times the height of the containers.

**Submitted by:**

  
Gina DelRose  
Community Development Planner

**2025-06; Conin Contractor Services, Inc., 845 E. Jackson Street**

**Review and Recommendation by the Planning and Zoning Commission.** The Planning and Zoning Commission shall review the application, adopt findings of fact, and make a recommendation to the City Council.

**Review and Action by the City Council.** The City Council shall consider the Planning and Zoning Commission's recommendation regarding the proposed special use. The City Council may approve or deny the special use as originally proposed, may approve the proposed special use with modifications or may remand the matter back to the Planning and Zoning Commission for further discussion or hearing. The City Council's approval of the requested special use shall be considered the approval of a unique request, and shall not be construed as precedent for any other proposed special use.

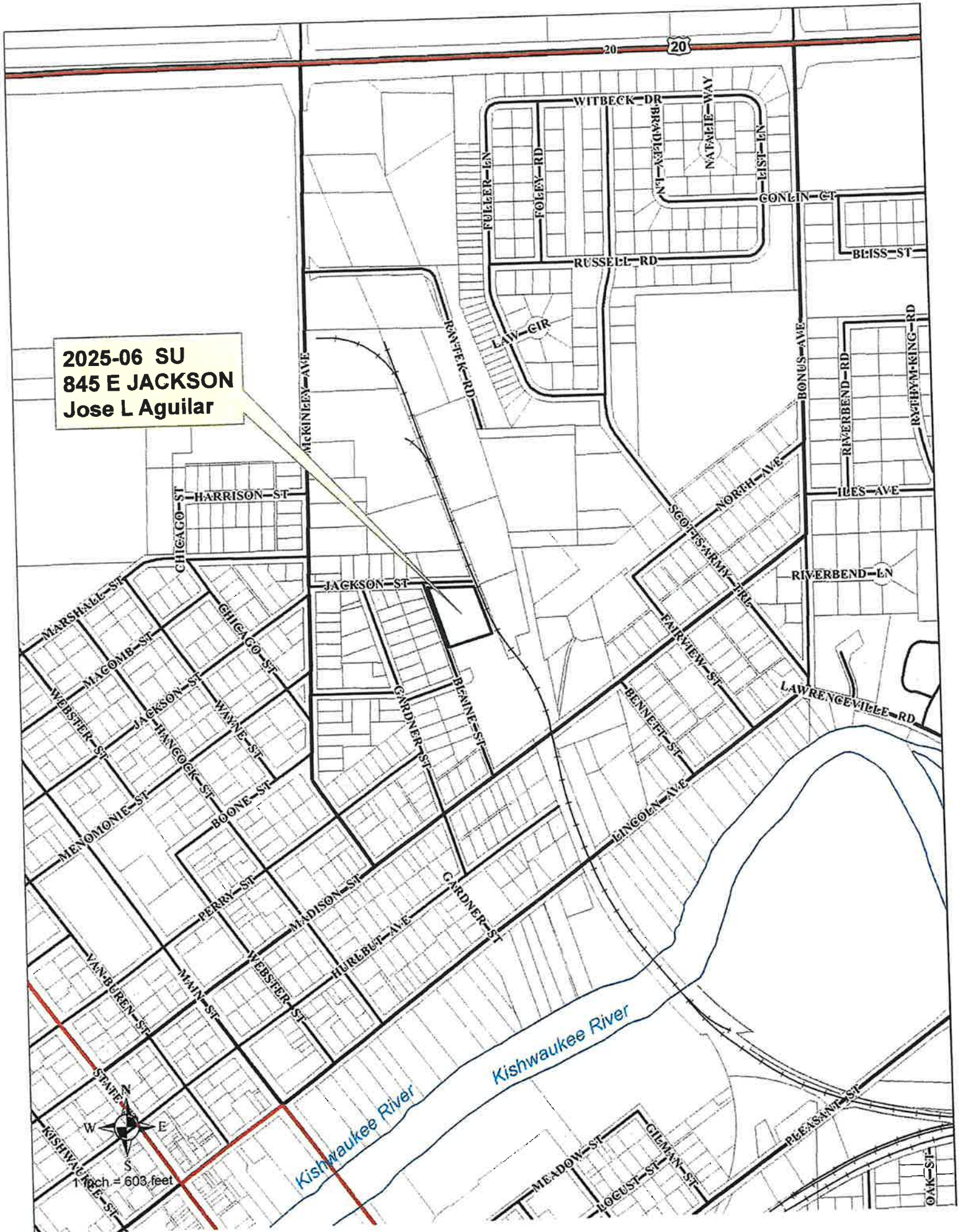
**2025-06; Conin Contractor Services, Inc., 845 E. Jackson Street**

**ATTACHMENTS**

1. Location Map by Planning Staff.
2. Aerial Photo with by Planning Staff.
3. Narrative submitted by Applicant.
4. Site plan submitted by Applicant.
5. NRI 1787 submitted by the Boone County Soil and Water Conservation District, Heather VanTilburg, April 24, 2025.
6. E-mail sent by the Belvidere Fire Department, Lee Revels, May 20, 2025.
7. Letter submitted by the Boone County Health Department, Alisen O'Hearn, May 21, 2025.



2025-06 SU  
845 E JACKSON  
Jose L Aguilar







850

JACKSON ST

2025-06 SU  
845 E JACKSON  
Jose L Aguilar

861

616

612

910

BLAINE ST



1 inch = 60 feet

**Special Use Permit**

**845 E. Jackson St. Belvidere, IL 61008**

**Conin Contractor Services, Inc**

**815-703-5182**

**We are requesting a special use permit for the above property so that we can use some of the area and rent some of the premises to a supply/distribution company that will be using the property for on-site material storage (erosion control blanket, silt fence, filter fabric, orange safety fence, ditch checks- general erosion control items), and truck, trailer, and equipment parking. We would be using the 3-sided open building for storage of the above erosion control items, lumber, PVC, and equipment.**

**There would also be concrete bins placed on the property for the storage of mulch, topsoil, and CA-6 stone.**

**Thank you,**

**Jose L. Aguilar**

**President,**

**Conin Contractor Services, Inc.**



lumber  
over 30  
fence  
E. of mile

split  
fence

P.V.C  
Pipe

Stream  
Pools

Straw blankets

Equine

Paul

park

Girls

would like to  
add 8' power Guts.  
Black chain link  
w/ white 3/4" 5.

[illegible]

Parking

2000

2025.1

5th Dec 18

1912

Gardner

7

Carlyle

- Park
- Slid
- Steers
- + truck
- Extra
- photo

Pale  
 - grained  
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franklin  
trailer  
eng

travel  
- trailer  
Squire

- practice
- knowledge
- experience

Trade  
-trail  
Eg. in front

- bucle
- lenguaje
- Especific

6

→ normal size to put contents if



Boone County  
**Soil & Water**  
Conservation District

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

April 24, 2025

**SWCD NRI #: 1787**

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

Dear Sir/Madam,

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

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

**Location of Site:** 845 E Jackson St, Belvidere, IL 61008  
**PIN(S):** 05-25-104-007

Contact	Petitioner	Owner
Jose Aguilar 1327 Kennedy Dr Belvidere, IL 61008	Same as Contact	Conin Contractor Services, Inc 1800 Doc Wolf Dr Box 1022 Belvidere, IL 61008
(815) 703-5182 CONIN.INC@gmail.com		

**Request:** Special Use-Parking/Storage on existing paved lot

**Notes, if any:** By considering the current zoning, current land use, Geographical Information Systems maps, and requested special use, the Boone County Soil and Water Conservation District has determined that the proposed use will have no significant impact on the natural resources on the property or surrounding area.

Sincerely,

*Heather VanTilburg*

Heather VanTilburg, Resource Conservationist  
Boone County Soil & Water Conservation District

The Boone County Soil and Water Conservation District is an equal opportunity employer. All programs and services are offered without regard to race, color, national origin, religion, sex, age, marital status, or handicap.

**Gina Delrose**

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**From:** Lee Revels  
**Sent:** Tuesday, May 20, 2025 2:15 PM  
**To:** Gina Delrose; Mark Beck; Nic Thornton  
**Subject:** Re: Case 2025-06 request for comments

This message originated from an **External Source**. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Thank you, Gina!

### 2808.3 Size of piles.

Piles shall not exceed 25 feet (7620 mm) in height, 150 feet (45 720 mm) in width and 250 feet (76 200 mm) in length. Stackable products shall not be stacked in excess of 25 feet (7620 mm) in height, 80 feet (24 384 mm) in width and 250 feet (76 200 mm) in length.

### 2808.4 Pile separation.

Piles or stacked product shall be separated from buildings, property lines and adjacent piles or stacks by a distance of not less than one and one-half times the height of the pile or stack. The distance between rows shall be a minimum of 30 feet (9144 mm). Approved fire apparatus access roads shall be provided within the separation space in accordance with Section 503

They don't mention storage of fertilizer on their sketch, but would it be possible to ask if they plan to store fertilizers? I can send those codes over too if you need them.

Thanks!

Lee

Lee Revels  
Belvidere Fire Department  
Inspector  
(815) 218-7565

On Tue, May 20, 2025 at 2:04 PM Gina Delrose <[gdelrose@belvidereil.gov](mailto:gdelrose@belvidereil.gov)> wrote:

Lee-



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

## Boone County Health Department

1204 Logan Avenue, Belvidere, Illinois 61008  
Main Office 815.544.2951 Clinic 815.544.9730 Fax 815.544.2050  
[www.boonehealth.org](http://www.boonehealth.org)

---

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

May 21, 2025

City of Belvidere

Email: [GDelRose@BelvidereIL.gov](mailto:GDelRose@BelvidereIL.gov)

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

**Re: Case: 2025-06; Conin Contractor Services, Inc, 845 E. Jackson Street**

Dear City of Belvidere,

We are in receipt of a special use request to permit outdoor storage at 845 E. Jackson Street, Belvidere, IL 61008 (Belvidere Zoning Ordinance Sections 150.105(C)(8)(B)(2) Outdoor Storage or wholesaling and 150.904 Special Use Review and Approval Procedures) in the GI, General Industrial District on approximately 1.5 acres. PIN: 05-25-104-007

The Boone County Health Department (BCHD) does not have records indicating if there are any wells and/or septic system components on this property, that may or may not be impacted by the total width of the access drive. BCHD has no further comment at this time.

If you have any questions or concerns, please contact us at (815) 544-2951 ext. 2 or at [info@boonehealth.org](mailto:info@boonehealth.org).

Sincerely,

Alisen O'Hearn, LEHP, REHS/RS  
Environmental Center Supervisor  
Boone County Health Department

ORDINANCE #730H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT BETWEEN THE  
CITY OF BELVIDERE, BLACK HAWK RESERVE LLC, AND  
CONTRY HOMES LLC

- WHEREAS, The City of Belvidere (the City) is authorized to enter into annexation agreements for properties that are both contiguous and non-contiguous to the City of Belvidere; and
- WHEREAS, Black Hawk Reserve LLC and Contry Homes LLC are the owners (the Owners) of record with respect to certain territory (the Territory) that is legally described in the Annexation Agreement (the Agreement) which is incorporated herein by this reference; and
- WHEREAS, the Owners are ready, willing and able to enter into the Annexation Agreement and to perform its obligations as required under the Annexation Agreement and this Ordinance; and
- WHEREAS, the statutory procedures provided in Sections 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with; and
- WHEREAS, it is in the best interest of the City of Belvidere, Boone County, Illinois to enter into an Annexation Agreement pertaining to the annexation of the Territory; and
- WHEREAS, The Corporate Authorities desire to approve the Annexation Agreement and authorize its execution pursuant to the City's home rule powers.
- NOW, THEREFORE, be it ordained by the City Council of the City of Belvidere, Boone County, Illinois, as follows:

- Section 1: The foregoing recitals are incorporated herein by this reference.
- Section 2: The Mayor is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement between the City of Belvidere and the Owners, a copy of which is attached hereto as Exhibit A and incorporated herein. The Clerk is directed to file and record this Ordinance, the Annexation Agreement, as required by statute.
- Section 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

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

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

Approved:

---

Clinton Morris, Mayor

Attest:

---

Sarah Turnipseed, City Clerk

Ayes:            .  
Nays:           .  
Absent:         .

Date Passed:  
Date Approved:  
Date Published:

## ANNEXATION AGREEMENT

This Agreement is made and entered into \_\_\_\_\_, \_\_\_\_\_, by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County, Illinois (The "City"), 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 17<sup>th</sup> 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: *CONTRY 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



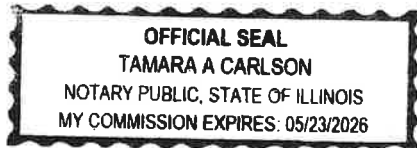
By: Black Hawk Reserve LLC

By: [Signature]

Its: MEMBER

Subscribed and Sworn to  
before me this 30th day.  
of May, 2023.

[Signature]  
Notary Public



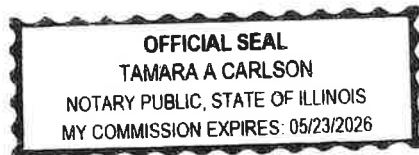
By: Contry Homes Group LLC

By: [Signature]

Its: OWNER

Subscribed and Sworn to  
before me this 30th day.  
of May, 2023.

[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
<b>Apartments</b>					
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
<b>Single Family Attached</b>					
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
<b>Single Family Detached</b>					
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

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

	2 Bed Apartment		
Elementary	\$3,200.00	0.066	\$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	\$2,686,932.00
Total Expenditures /	Population = Cost Per Person
\$2,686,932.00	\$23,532.00 \$114.61
CPP x PPD	PUBLIC WORKS IMPACT FEE
	\$336.03 per due

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

COMMERCIAL DEVELOPMENT

Commercial Development Impact Fees are assessed on a per unit basis (i.e., a commercial development with 5 individual stores will pay 5 impact fees. A commercial development in the form of a 4 unit strip mall all under one roof would pay 4 impact fees. For purposes of assessing Commercial Impact Fees, it is assumed that each unit will have the same impact as a single residential unit.  
Fees shall be paid by the Owner, or his successor, prior to approval of any final plat or no later than 19 years after execution of the Annexation Agreement, whichever is earlier. Alternatively, the City and Owner may agree that the the Police, Fire and Public Works impact fees may be paid at the time a building permit is issued at the then current impact fee rate plus 10%.

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

TOTAL COMMERCIAL 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
<b>Apartments</b>					
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
<b>Single Family Attached</b>					
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
<b>Single Family Detached</b>					
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

ORDINANCE #731H  
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:**

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

