

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
AGENDA

August 4, 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  
July 21, 2025; as presented.

(5) Public Hearing: None.

(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 July 28, 2025; as presented.

(9) Unfinished Business: None.

(10) New Business:

(A) Ord. #732H – 1<sup>st</sup> Reading: An Ordinance Annexing Certain Territory Lying  
North of US Business Route 20, and East of Beaver Valley Road Consisting  
of Final Plats 1 & 2 of the Deer Hills Subdivisions to the City of Belvidere,  
Boone County, Illinois.

- (B) Ord. #733H – 1<sup>st</sup> Reading: An Ordinance Annexing Certain Territory Lying North of US Business Route 20, and West of the Beaver Creek Consisting of the Deer Woods II Subdivision to the City of Belvidere, Boone County, Illinois.
- (C) Res. #2025-12: Release of Certain Executive Session Minutes Pursuant to 5 ILCS 120/1 Et. Seq.
- (D) Res. #2025-13: A Resolution Authorizing the Execution of An UTV and Trailer Vehicle Agreement Between the City of Belvidere and the Illinois Law Enforcement Alarm System (ILEAS).
- (E) Res. #2025-14: A Resolution Authorizing the Execution of an Agreement Between the City of Belvidere and InTime Services Inc.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of July 28, 2025.

Motions of Public Safety – Chairman Rory Peterson.

- (A) Motion to accept the donations for the Belvidere Police Department K9 Program as presented in the memo dated July 28, 2025 from Police Chief Shane Woody.
- (B) Motion to contract Stateline Carpet & Flooring, per Quote ES500655, for \$8,550.00 to replace flooring in the front entry, office, restrooms, hallway and supply closet at Station 1, funded with \$5,000.00 from line item 01-5-220-6010 and the remainder from the 2% Firefighters Foreign Fire Insurance Tax Fund.
- (C) Motion to approve the Hispanic Heritage Day Parade Request to be held on Saturday, September 20, 2025.

Motions of Planning and Zoning – Chairman Mike McGee.

- (D) Motion to consent to the appointment of Gary Greenhow to the City of Belvidere Planning and Zoning Commission for the term of office expiring May 1, 2030.

Motions of Public Works – Chairwoman Sandra Gramkowski.

- (E) Motion to approve the low bid from O'Brien Civil Works, Inc., in the amount of \$54,110.00, for the bollard installation project. This work will be paid for from grant funds and capital funds.

(F) Motion to reduce the cash escrow for the Southtowne Subdivision from \$426,111.07 to \$108,750.00. This amount represents 125% of the cost of the uncompleted work, in accordance with the provisions of Section 151.61(b)(2) of the City's Subdivision Code.

(11) Other:

(12) Adjournment:

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
MINUTES

Date: July 21, 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, M. Fleury, W. Frank, S. Gramkowski,  
J. Hoiness, M. McGee, C. Montalbano, R. Peterson and  
C. Stevens.

Absent: None.

Other staff members in attendance:

Assistant Public Works Director Jordan Keck, Budget and Finance Officer Sarah  
Turnipseed, Director of Buildings Kip Countryman, Community Development Planner  
Gina DelRose, Police Chief Shane Woody, 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:

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of  
July 7, 2025, as presented.

Motion by Ald. Montalbano, 2<sup>nd</sup> by Ald. Hoiness to approve the minutes of the regular  
meeting of the Belvidere City Council of July 7, 2025. Voice vote carried. Motion  
carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations: None.

- (7) Approval of Expenditures: General & Special Fund Expenditures: \$2,852,545.28  
Water & Sewer Fund Expenditures: \$ 611,247.87

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. McGee to approve the General & Special Fund Expenditures in the amount of \$2,852,545.28. Roll call vote: 10/0 in favor. Discussion took place regarding the \$50,000.00 landfill payment and getting a breakdown of the invoice. Discussion took place in regards to ASCAP. It was noted that this is for the playing of music anywhere in the city and has been paid for 20 years. Discussion took place about the architecture fees for Ollman Ernest Architecture. It was noted that it was for the Police Department and the remodel at the PSB. Discussion took place regarding the payment to Boone County Treasurer for the Keen Age Center Bus and the percentage the City contributes. Roll call vote: 10/0 in favor. Ayes: Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson and Stevens. Nays: None. Motion carried.

Motion by Ald. Frank, 2<sup>nd</sup> by Ald. Peterson to approve the Water & Sewer Expenditures in the amount of \$611,247.87. Discussion took place regarding the \$10,040.00 payment to Aquafix. It was noted that it was to clean up a cream spillage from Dean Foods that had come into the WWTP and that Dean Foods was invoiced to repay the City. Roll call vote: 10/0 in favor. Ayes: Brereton, Frank, Fleury, 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 June 2025.
- (B) Monthly Report of Belvidere Fire Department Overtime Pay for June 2025.
- (C) Monthly Report of Community Development Department/Planning Department for June 2025.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for June 2025.
- (E) Financial Report for June 2025.
- (F) Monthly General Fund Report for June 2025.
- (G) Monthly Water/Sewer Fund Report June 2025.

Let the record show these reports were placed on file.

- (H) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of July 14, 2025.

Motion by Ald. Gramkowski, 2<sup>nd</sup> by Ald. Peterson to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of July 14, 2025. Discussion took place regarding statements made at the meeting. Specifically, as it relates to agenda item 6(B) Growth Dimensions and the Council Members that voted in favor of the \$20,000.00 when the FY26 Budget Ordinance was passed. Voice vote carried. Motion carried.

(9) Unfinished Business:

- (A) Ord. #730H – 2<sup>nd</sup> Reading: An Ordinance Authorizing the Execution of an Annexation Agreement Between the City of Belvidere, Black Hawk Reserve LLC, and Contry Homes LLC.

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. Stevens to pass Ord. #730H. Roll Call Vote: 10/0 in favor. Ayes: Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini and Brereton. Nays: None. Motion carried.

- (B) Ord. #731H – 2<sup>nd</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.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Peterson to pass Ord. #731H. Roll call vote: 10/0 in favor. Ayes: Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini, Brereton and Fleury. Nays: None. Motion carried.

(10) New Business:

- (A) Res. #2025-11: A Resolution Establishing a Donation Policy for the City of Belvidere.

Motion by Ald. Montalbano, 2<sup>nd</sup> by Ald. Hoiness to approve Res. #2025-11. Discussion took place in regards to the wording of the resolution and if other communities have similar ones. It was noted that it was not and that most do not have a resolution as they do not require donations to be approved by City Council. Discussion took place regarding individuals, families, organizations, etc. who donate repeatedly and the total amount ends up being over the \$500.00 cap. Discussion took place regarding how the resolution allows people to donate electronically and the checks and balances that have been put in place. Roll call vote: 9/1 in favor. Ayes: Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini, Fleury and Frank. Nays: Brereton. Motion carried.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of July 14, 2025.

- (A) Motion to waive building and zoning fees for Habitat for Humanity project at 309 Gilman Ave. Roll call vote: 10/0 in favor. Ayes: Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury, Frank and Gramkowski. Motion carried.

- (B) Motion to approve the allocated amount of \$27,373.00 for the Downtown Façade Improvement Grant as proposed in memo dated July 2, 2025, from Community Development Planner Gina DelRose. Roll call vote: 10/0 in

- favor. Ayes: McGee, Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski and Hoiness. Nays: None. Motion carried.
- (C) Motion to consent to and approve the appointment of Mrs. Alexandra Omiotek to the Belvidere Historic Preservation Commission for a three-year term, ending April 30, 2028. Roll call vote: 10/0 in favor. Ayes: Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness and McGee. Nays: None. Motion carried.
- (D) Motion to consent to and approve the appointment of Mrs. Lisa Kummerow to the Belvidere Historic Preservation for a three-year term, ending April 30, 2028. Roll call vote: 10/0 in favor. Ayes: Peterson, Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee and Montalbano. Nays: None. Motion carried.
- (E) Motion to consent to and approve the appointment of Mr. Paul Engelman to the Belvidere Planning and Zoning Commission for a five-year term, ending May 2030. Discussion took place regarding the term length of this appointment versus the previous ones. It was noted term lengths are statutorily set and the first two were for Historic Preservation whereas this one is for the Belvidere Planning and Zoning Commission. Roll call vote: 10/0 in favor. Ayes: Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano and Peterson. Nays: None. Motion carried.
- (F) Motion to approve purchasing a replacement Dinkmar Curb Runner chassis from R.N.O.W. Inc., in the amount of \$50,200.00. The chassis will be paid for from Public Works Impact Fees, which has a current balance of approximately \$60,000.00. Roll call vote: 10/0 in favor. Ayes: Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson and Stevens. Nays: None. Motion carried.
- (G) Motion to approve the proposal from Ceroni Piping, in the amount of \$42,336.00, for replacement of the MAU in the office/lab/filter building at the WWTP. This work will be paid for from Sewer Depreciation Line Item #61-1790. Roll call vote: 10/0 in favor. Ayes: Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens and Albertini. Nays: None. Motion carried.
- (H) Motion to not reinstate the 1% Grocery Tax. Roll call vote: 10/0 in favor. Ayes: Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini and Brereton. Nays: None. Motion carried.
- (I) Motion to authorize the Intergovernmental Agreement between the City of Belvidere and Belvidere School District No. 100. Roll call vote: 10/0 in favor. Ayes: Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini, Brereton and Fleury. Nays: None. Motion carried.

(J) Motion to accept check #27421 from Meyers Kennel Inc. in the amount of \$501.00 for the Belvidere Police Department K9 program. Discussion took place regarding the donation and if the resolution just passed would apply to it. It was noted that it would not as the amount is over \$500.00. Roll call vote: 10/0 in favor. Ayes: Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury and Frank. Nays: None. Motion carried.

(K) Motion to approve the Belvidere Police Department Street Closure Request of North Main Street from East Perry Street to East Menomonie Street on Tuesday, August 5, 2025, from 5:00p.m. to 9:00p.m. for National Night Out. Roll call vote: 10/0 in favor. Ayes: Hoiness, McGee, Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury, Frank and Gramkowski. Nays: None. Motion carried.

(L) Motion to accept the proposal from Jake Wacker Plumbing in the amount of \$4,000.00 for the replacement of the urinal and sink in the men's bathroom at Station 1, with funding to be provided from line item 01-5-220-6010 (Station Repair and Maintenance). Roll call vote: 10/0 in favor. Ayes: McGee, Montalbano, Peterson, Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski and Hoiness. Nays: None. Motion carried.

(11) Other:

Mayor Morris offered condolences to the family of Debbie Deeter Kemp who recently passed away. She graduated from the class of 1975 and owned Fast Lane Threads for many years.

(12) Adjournment:

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. Gramkowski to adjourn meeting at 6:37p.m. Voice vote carried. Motion carried.

---

Mayor

Attest:

---

City Clerk



Minutes  
Committee of the Whole  
Public Safety and Finance and Personnel  
July 28, 2025  
6:00 p.m.

Date: July 28, 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:

Assistant Public Works Director Jordan Keck, Budget & Finance Officer Sarah Turnipseed, Director of Buildings Kip Countryman, Deputy Chief of Police Dan Smaha, Fire Chief Shawn Schadle, City Attorney Mike Drella, City Treasurer Mary Volkey and City Clerk Erica Bluege.

Public Comment: None.

Public Forum: None.

Reports of Officers, Boards, and Special Committees:

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

Deputy Chief Dan Smaha presented an update.

(B) Motion to Accept Donations for the Belvidere Police Department K9 Program.

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. Stevens to accept the donations as presented in the memo from Chief Woody dated July 28, 2025 for the Belvidere Police Department K9 Program. Discussion took place in regards to the funds being received prior to the passing of the resolution allowing donations under \$500 to be accepted without City Council approval. It was asked if a list would be given going forward. It was noted that a report could be submitted. Appreciation was expressed to those who donated. Discussion took place about how donors are acknowledged. It was noted a letter of recognition signed by the Chief is sent to them. Discussion took place in regards to the bullet proof vests for the K9s. Voice vote carried. Motion carried.

(C) ILEAS MFF – Vehicle Agreement.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Fleury to approve the vehicle agreement between the Illinois Law Enforcement Alarm System and the City of Belvidere for a 2025 Kawasaki Mule and 2026 Aluma 14-foot Tilt Trailer as presented. Discussion took place regarding if specialized training would be needed to operate the vehicles. It was noted Ofc. Bell is trained and if additional officers needed training it could be done in house through him. Discussion took place regarding the length of time insurance would be required. It was noted that insurance is required for the entire length of time the vehicles are in service to us which is typically up to 5 years. Discussion took place regarding the different uses for the vehicles. Voice vote carried. Motion carried.

(D) InTime Scheduling Software and Service Agreement.

Motion by Ald. Gramkowski, 2<sup>nd</sup> by Ald. Albertini to approve the purchase of the InTime scheduling software for \$5,500.00 dollars to be paid for from the DUI fund and approve the service agreement. Discussion took place regarding the current practice to archive versus automation of the InTime software. Discussion took place regarding the possibility of incurring additional fees besides the \$5,500.00. It was noted that there should not be additional fees. Voice vote carried. Motion carried.

(E) Fire Department – Update.

Fire Chief Shawn Schadle presented an update.

(F) Station 1 Flooring.

Motion by Ald. Frank, 2<sup>nd</sup> by Ald. Stevens to contract Stateline Carpet & Flooring, per Quote ES500655, for \$8,550.00 to replace flooring in the front entry, office, restrooms, hallway and supply closet at Station 1, funded with \$5,000.00 from line item 01-5-220-6010 and the remainder from the 2% Firefighters Foreign Fire Insurance Tax Fund. Discussion took place regarding the bid from Stateline Carpet & Flooring and their solution for the dealing with the asbestos. Voice vote carried. Motion carried.

(G) Hispanic Heritage Day Parade Request.

Motion by Ald. Albertini, 2<sup>nd</sup> by Ald. Peterson to approve the Hispanic Heritage Day Parade Request to be held on Saturday, September 20, 2025. Discussion took place regarding the use of barricades. It was noted that barricades would be used. 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) Appointment of Gary Greenhow – Belvidere Planning and Zoning Commission.

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. McGee to consent to the appointment of Gary Greenhow to the City of Belvidere Planning and Zoning Commission for the term of office expiring May 1, 2030. Voice vote carried. Motion carried.

(B) Deer Hills I and II / Deer Woods II Annexations.

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. Stevens to forward to City Council an ordinance annexing Deer Hills I and Deer Hills II subdivisions to the City of Belvidere, excluding lots for which a Petition to Annex has not been filed. Voice vote carried. Motion carried.

Motion by Ald. Fleury, 2<sup>nd</sup> by Ald. Peterson to forward to City Council an ordinance annexing Deer Woods II subdivision to the City of Belvidere, excluding lots for which a Petition to Annex has not been filed. Voice vote carried. Motion carried.

(C) Bollard Installation Project – Bid Tabulation.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Peterson to approve the low bid from O'Brien Civil Works, Inc., in the amount of \$54,110.00 for the bollard installation project. This work will be paid for from grant funds and capital funds. Discussion took place regarding the

expected completion date of this project. Discussion took place as to whether or not the installation project was taken into consideration when the bollards were purchased. It was noted that the installation project was considered as it was part of the grant application. Voice vote carried. Motion carried.

(D) Request for Reduction of Cash Escrow – Southtowne Subdivision.

Motion by Ald. Gramkowski, 2<sup>nd</sup> by Ald. Stevens to reduce the cash escrow for the Southtowne Subdivision from \$426,111.07 to \$108,750.00. This amount represents 125% of the cost of the uncompleted work, in accordance with the provisions of Section 151.61(b)(2) of the City's Subdivision Code. Voice vote carried. Motion carried.

(E) Executive Session to Review Executive Session Minutes Pursuant to 2(c)(21) of the Open Meetings Act.

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. Albertini to move into Executive Session at 6:47p.m. to Review Executive Session Minutes pursuant to 2(c)(21) of the Open Meetings Act. Roll call vote: 10/0 in favor. Ayes: Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson and Stevens. Nays: None. Motion carried.

Motion by Ald. McGee, 2<sup>nd</sup> by Ald. Peterson to move out of Executive Session at 7:00p.m. Roll call vote: 10/0 in favor. Ayes: Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Montalbano, Peterson, Stevens and Albertini. Nays: None. Motion carried.

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. Stevens to forward to City Council a Resolution to Release Certain Executive Session Minutes Pursuant to 5ILCS 120/1 Et. Seq. Voice vote carried. Motion carried.

7. Adjournment:

Motion by Ald. Montalbano, 2<sup>nd</sup> by Ald. Frank to adjourn the meeting at 7:01p.m. Voice vote carried. Motion carried.

\_\_\_\_\_  
Mayor

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

ORDINANCE #732H  
AN ORDINANCE ANNEXING CERTAIN TERRITORY  
LYING NORTH OF US BUSINESS ROUTE 20, AND  
EAST OF BEAVER VALLEY ROAD CONSISTING OF  
FINAL PLATS 1 & 2 OF THE DEER HILLS SUBDIVISIONS  
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, at least 51% electors residing in the Territory and all owners of record of land within the Territory have executed Petitions to Annex the Territory to the City; 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 is subject to an annexation agreement executed June 15, 2005 and approved by Ordinance 724G; and

WHEREAS, the Territory was rezoned in 2005 pursuant to ordinances 725G, 726G, 727G, 728G, and 806G (the Zoning Ordinances) and such zoning shall continue for the Territory upon annexation as well as all variances, special use ordinances and other actions taken by the City subsequent to adoption of Ordinance 724G; 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, which is incorporated herein by this reference, and which is further described in the Plat of Annexation attached as Exhibit B, which is also incorporated herein by

this reference, is hereby annexed to the City of Belvidere, Boone County, Illinois.

SECTION 3: Notwithstanding any other provision of the Belvidere Municipal Code, the Territory shall maintain the zoning and planned unit developments approved by the Zoning Ordinances.

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 August, 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

- 1) Lots 1-102, but excluding lots 23, 36, 87 and 88, 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.
- 2) Lots 103 – 200 and out lots D & E, but excluding lots 132 and 201, as designated upon Plat No. 2 of Deer Hills Subdivision, being a Subdivision of part of the West Half of the Southwest Quarter of Section 16, Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded October 6, 2006, Plat Index File 359-B, as Document No. 2006R11070, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.
- 3) Annexed PINS:

Lot 1	05-21-104-001	252 BROCKET TRL
Lot 2	05-21-104-002	250 BROCKET TRL
Lot 3	05-21-104-003	246 BROCKET TRL
Lot 4	05-21-104-004	247 BROCKET TRL
Lot 5	05-21-104-005	249 BROCKET TRL
Lot 6	05-21-104-006	251 BROCKET TRL
Lot 7	05-21-104-007	4522 SPOTTED DEER TRL
Lot 8	05-21-104-008	4504 SPOTTED DEER TRL
Lot 9	05-21-104-009	4472 SPOTTED DEER TRL
Lot 10	05-21-104-010	4454 SPOTTED DEER TRL
Lots 11 and 12 (pin combo)	05-21-104-019	4436 SPOTTED DEER TRL
Lot 13	05-21-104-013	4390 SPOTTED DEER TRL
Lot 14	05-21-104-014	4368 SPOTTED DEER TRL
Lot 15	05-21-104-015	4346 RUSA TRL
Lot 16	05-21-104-016	4324 RUSA TRL
Lot 17	05-21-104-017	4300 RUSA TRL
Lots 18 and 19 (pin combo)	05-21-103-014	301 WHITETAIL TRL
Lots 20	05-21-103-011	307 WHITETAIL TRL
Lot 21	05-21-103-010	311 WHITETAIL TRL
Lot 22	05-21-103-009	315 WHITETAIL TRL
Lot 24	05-21-103-007	323 WHITETAIL TRL
Lot 25	05-21-103-006	327 WHITETAIL TRL



Lots 26 and 27 (replat)	05-21-103-015	331 WHITETAIL TRL
Lot 28	05-21-103-003	339 WHITETAIL TRL
Lot 29	05-21-103-002	341 WHITETAIL TRL
Lot 30	05-21-103-001	347 WHITETAIL TRL
Lot 31	05-16-352-008	349 WHITETAIL TRL
Lot 32	05-16-352-007	351 WHITETAIL TRL
Lot 33	05-16-352-006	353 WHITETAIL TRL
Lot 34	05-16-352-005	357 WHITETAIL TRL
Lot 35	05-16-352-004	361 WHITETAIL TRL
Lot 38	05-16-352-001	407 SAMBOR TRL
Lot 39	05-21-102-036	303 BROCKET TRL
Lot 40	05-21-102-037	4507 SPOTTED DEER TRL
Lot 41	05-21-102-038	4483 SPOTTED DEER TRL
Lot 42	05-21-102-039	4459 SPOTTED DEER TRL
Lot 43	05-21-102-040	4421 SPOTTED DEER TRL
Lot 44	05-21-102-041	4397 SPOTTED DEER TRL
Lot 45	05-21-102-042	4363 SPOTTED DEER TRL
Lot 46	05-21-102-043	4366 TUFTED DEER CT
Lot 47	05-21-102-035	4432 TUFTED DEER CT
Lot 48	05-21-102-034	4464 TUFTED DEER CT
Lot 49	05-21-102-033	4478 TUFTED DEER CT
Lot 50	05-21-102-032	4469 TUFTED DEER CT
Lot 51	05-21-102-031	4457 TUFTED DEER CT
Lot 52	05-21-102-030	4413 TUFTED DEER CT
Lot 53	05-21-102-029	4385 TUFTED DEER CT
Lot 54	05-21-102-028	4371 TUFTED DEER CT
Lot 55	05-21-102-027	4374 MANIPUR CT
Lot 56	05-21-102-026	4396 MANIPUR CT
Lot 57	05-21-102-025	4408 MANIPUR CT
Lot 58	05-21-102-024	4432 MANIPUR CT
Lot 59	05-21-102-023	4458 MANIPUR CT
Lot 60	05-21-102-022	4484 MANIPUR CT
Lot 61	05-21-102-021	4475 MANIPUR CT
Lot 62	05-21-102-020	4453 MANIPUR CT
Lot 63	05-21-102-019	4439 MANIPUR CT
Lot 64	05-21-102-018	4417 MANIPUR CT
Lot 65	05-21-102-017	332 WHITETAIL TRL
Lot 66	05-21-102-016	336 WHITETAIL TRL
Lot 67	05-21-102-015	342 WHITETAIL TRL
Lot 68	05-21-102-014	348 WHITETAIL TRL
Lot 69	05-21-102-013	356 WHITETAIL TRL
Lot 70	05-21-102-012	362 WHITETAIL TRL
Lot 71	05-21-102-001	368 WHITETAIL TRL
Lot 72	05-21-102-002	372 WHITETAIL TRL
Lot 73	05-21-102-003	341 BROCKET TRL
Lot 74	05-21-102-004	335 BROCKET TRL
Lot 75	05-21-102-005	329 BROCKET TRL

Lot 76	05-21-102-006	321 BROCKET TRL
Lot 77	05-21-102-007	319 BROCKET TRL
Lot 78	05-21-102-008	317 BROCKET TRL
Lot 79	05-21-102-009	313 BROCKET TRL
Lot 80	05-21-102-010	309 BROCKET TRL
Lot 81	05-21-102-011	305 BROCKET TRL
Lot 82	05-21-101-010	4597 SPOTTED DEER TRL
Lot 83	05-21-101-011	4575 SPOTTED DEER TRL
Lot 84	05-21-101-012	4559 SPOTTED DEER TRL
Lot 85	05-21-101-013	4541 SPOTTED DEER TRL
Lot 86	05-21-101-009	310 BROCKET TRL
Lot 89	05-21-101-006	322 BROCKET TRL
Lot 90	05-21-101-005	326 BROCKET TRL
Lot 91	05-21-101-004	330 BROCKET TRL
Lot 92	05-21-101-003	336 BROCKET TRL
Lot 93	05-21-101-002	338 BROCKET TRL
Lot 94	05-16-351-010	342 BROCKET TRL
Lot 95	05-16-351-009	4542 MUNTJAC TRL
Lot 96	05-16-351-008	4558 MUNTJAC TRL
Lot 97	05-16-351-007	4574 MUNTJAC TRL
Lot 98	05-16-351-006	4596 MUNTJAC TRL
Lot 99	05-16-351-005	4591 MUNTJAC TRL
Lot 100	05-16-351-004	4571 MUNTJAC TRL
Lot 101	05-16-351-003	4553 MUNTJAC TRL
Lot 102	05-16-351-002	4547 MUNTJAC TRL
Lot 103	05-16-352-018	473 SAMBOR TRL
Lot 104	05-16-352-009	4482 S VALLEY RIDGE DR
Lot 105	05-16-352-010	4464 S VALLEY RIDGE DR
Lot 106	05-16-352-011	4448 S VALLEY RIDGE DR
Lot 107	05-16-352-012	4440 S VALLEY RIDGE DR
Lot 108	05-16-352-013	4328 EASTRIDGE LN
Lot 109	05-16-352-014	4322 EASTRIDGE LN
Lot 110	05-16-352-015	4318 EASTRIDGE LN
Lot 111	05-16-352-016	4310 EASTRIDGE LN
Lot 112	05-16-352-017	4302 EASTRIDGE LN
Lot 113	05-16-354-011	4305 EASTRIDGE LN
Lot 114	05-16-354-010	4313 EASTRIDGE LN
Lot 115	05-16-354-009	4364 S VALLEY RIDGE DR
Lot 116	05-16-354-008	4356 S VALLEY RIDGE DR
Lot 117	05-16-354-007	4342 S VALLEY RIDGE DR
Lot 118	05-16-354-006	4338 S VALLEY RIDGE DR
Lot 119	05-16-354-005	4326 S VALLEY RIDGE DR
Lot 120	05-16-354-004	4371 N VALLEY RIDGE DR
Lot 121	05-16-354-003	4375 N VALLEY RIDGE DR
Lot 122	05-16-354-002	4381 N VALLEY RIDGE DR
Lot 123	05-16-354-001	4389 N VALLEY RIDGE DR
Lot 124	05-16-302-036	4393 N VALLEY RIDGE DR

Lot 125	05-16-302-035	4401 N VALLEY RIDGE DR
Lot 126	05-16-302-034	4405 N VALLEY RIDGE DR
Lot 127	05-16-302-033	4417 N VALLEY RIDGE DR
Lot 128	05-16-302-032	709 NORTHRIDGE CT
Lot 129	05-16-302-031	715 NORTHRIDGE CT
Lot 130	05-16-302-030	735 NORTHRIDGE CT
Lot 131	05-16-302-029	743 NORTHRIDGE CT
Lot 133	05-16-302-027	748 NORTHRIDGE CT
Lot 134	05-16-302-026	738 NORTHRIDGE CT
Lot 135	05-16-302-025	732 NORTHRIDGE CT
Lot 136	05-16-302-024	728 NORTHRIDGE CT
Lot 137	05-16-302-023	722 NORTHRIDGE CT
Lot 138	05-16-302-022	718 NORTHRIDGE CT
Lot 139	05-16-302-021	710 NORTHRIDGE CT
Lot 140	05-16-302-020	4445 N VALLEY RIDGE DR
Lot 141	05-16-302-019	4463 N VALLEY RIDGE DR
Lot 142	05-16-302-018	4477 N VALLEY RIDGE DR
Lot 143	05-16-302-017	4489 N VALLEY RIDGE DR
Lot 144	05-16-302-016	677 RED DEER TRL
Lot 145	05-16-302-015	681 RED DEER TRL
Lot 146	05-16-302-014	683 RED DEER TRL
Lot 147	05-16-302-013	685 RED DEER TRL
Lot 148	05-16-302-012	687 RED DEER TRL
Lot 149	05-16-303-001	4494 N VALLEY RIDGE DR
Lot 150	05-16-303-002	4484 N VALLEY RIDGE DR
Lot 151	05-16-303-003	4468 N VALLEY RIDGE DR
Lot 152	05-16-303-004	4456 N VALLEY RIDGE DR
Lot 153	05-16-303-005	4432 N VALLEY RIDGE DR
Lot 154	05-16-303-006	4420 N VALLEY RIDGE DR
Lot 155	05-16-303-007	4412 N VALLEY RIDGE DR
Lot 156	05-16-303-008	4396 N VALLEY RIDGE DR
Lot 157	05-16-303-009	4386 N VALLEY RIDGE DR
Lot 158	05-16-303-010	4433 DEER VALLEY CL
Lot 159	05-16-303-011	4465 DEER VALLEY CL
Lot 160	05-16-303-012	4471 DEER VALLEY CL
Lot 161	05-16-353-014	4488 DEER VALLEY CL
Lot 162	05-16-353-015	4482 DEER VALLEY CL
Lot 163	05-16-353-016	4456 DEER VALLEY CL
Lot 164	05-16-353-017	4442 DEER VALLEY CL
Lot 165	05-16-353-018	4430 DEER VALLEY CL
Lot 166	05-16-353-019	4374 N VALLEY RIDGE DR
Lot 167	05-16-353-020	4333 S VALLEY RIDGE DR
Lot 168	05-16-353-021	4431 TREEVIEW CL
Lot 169	05-16-353-022	4453 TREEVIEW CL
Lot 170	05-16-353-023	4475 TREEVIEW CL
Lot 171	05-16-353-024	4481 TREEVIEW CL
Lot 172	05-16-353-025	4486 TREEVIEW CL



Lot 173	05-16-353-026	4480 TREEVIEW CL
Lot 174	05-16-353-027	4468 TREEVIEW CL
Lot 175	05-16-353-028	4446 TREEVIEW CL
Lot 176	05-16-353-013	4361 S VALLEY RIDGE DR
Lot 177	05-16-353-012	4377 S VALLEY RIDGE DR
Lot 178	05-16-353-011	4435 S VALLEY RIDGE DR
Lot 179	05-16-353-010	4453 S VALLEY RIDGE DR
Lot 180	05-16-353-009	4479 S VALLEY RIDGE DR
Lot 181	05-16-353-008	527 RED DEER TRL
Lot 182	05-16-353-007	541 RED DEER TRL
Lot 183	05-16-353-006	553 RED DEER TRL
Lot 184	05-16-353-005	569 RED DEER TRL
Lot 185	05-16-353-004	587 RED DEER TRL
Lot 186	05-16-353-003	609 RED DEER TRL
Lot 187	05-16-353-002	627 RED DEER TRL
Lot 188	05-16-353-001	643 RED DEER TRL
Lot 189	05-16-351-023	514 RED DEER TRL
Lot 190	05-16-351-022	536 RED DEER TRL
Lot 191	05-16-351-021	548 RED DEER TRL
Lot 192	05-16-351-020	564 RED DEER TRL
Lot 193	05-16-351-019	570 RED DEER TRL
Lot 194	05-16-351-018	584 RED DEER TRL
Lot 195	05-16-351-017	606 RED DEER TRL
Lot 196	05-16-351-016	632 RED DEER TRL
Lot 197	05-16-351-015	650 RED DEER TRL
Lot 198	05-16-351-014	662 RED DEER TRL
Lot 199	05-16-351-013	674 RED DEER TRL
Lot 200	05-16-351-012	678 RED DEER TRL
Outlot D	05-16-352-019	
Outlot E	05-16-302-011	
Lot 37	05-16-352-002	369 WHITETAIL TRL

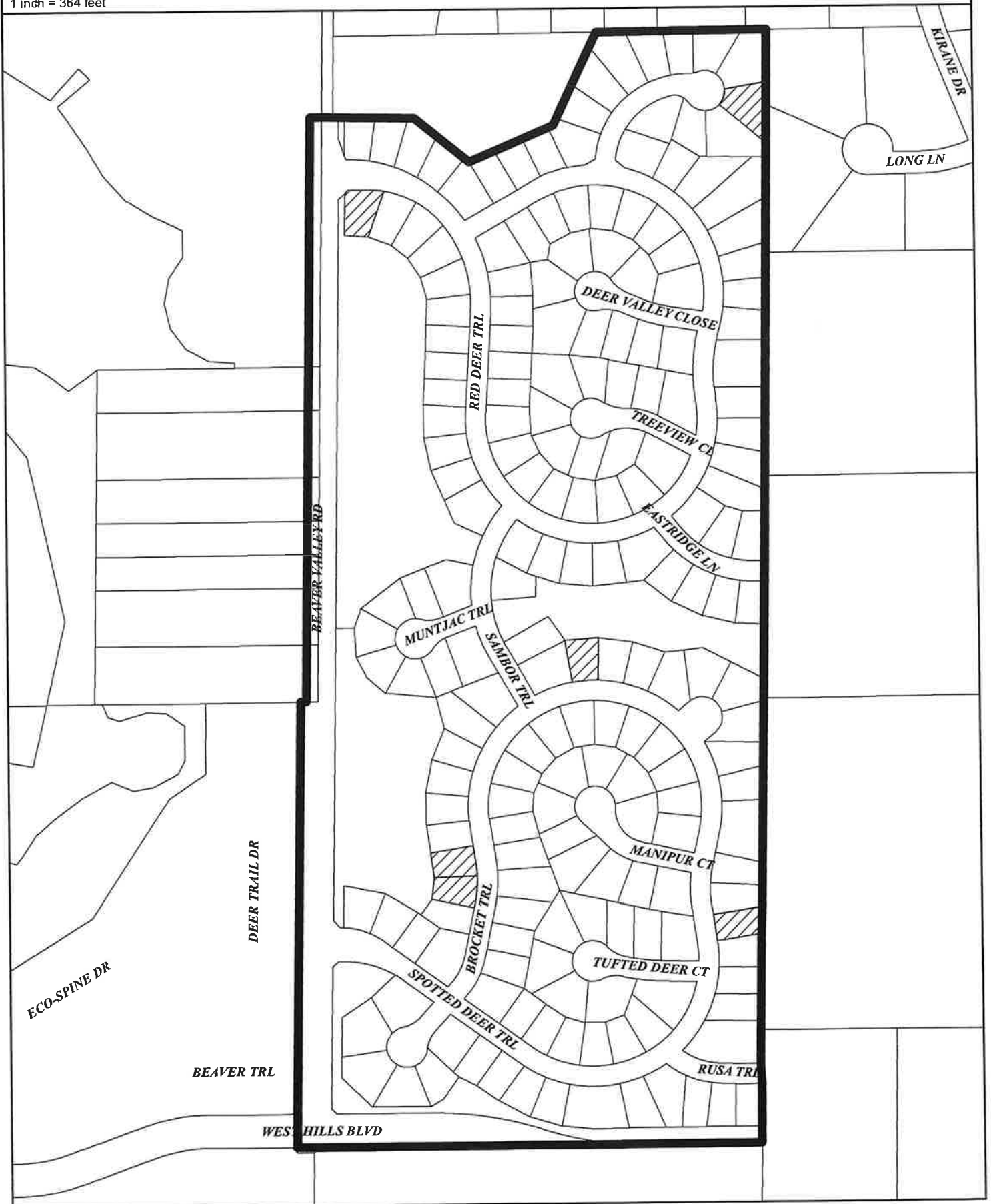
## EXHIBIT B



1 inch = 364 feet

# Plat of Annexation Deer Hills I and Deer Hills II

-  Excluded from Annexation
-  Annexation Boundary



ORDINANCE #733H  
AN ORDINANCE ANNEXING CERTAIN TERRITORY  
LYING NORTH OF US BUSINESS ROUTE 20, AND  
WEST OF THE BEAVER CREEK CONSISTING OF  
THE DEER WOODS II SUBDIVISION  
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, at least 51% electors residing in the Territory and all owners of record of land within the Territory have executed Petitions to Annex the Territory to the City; 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 is subject to an annexation agreement executed June 15, 2005 and approved by Ordinance 724G; and

WHEREAS, the Territory was rezoned in 2005 pursuant to ordinances 725G, 726G, 727G, 728G, and 806G (the Zoning Ordinances) and such zoning shall continue for the Territory upon annexation as well as all variances, special use ordinances and other actions taken by the City subsequent to adoption of Ordinance 724G; 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, which is incorporated herein by this reference, and which is further described in the Plat of Annexation attached as Exhibit B, which is also incorporated herein by

this reference, is hereby annexed to the City of Belvidere, Boone County, Illinois.

SECTION 3: Notwithstanding any other provision of the Belvidere Municipal Code, the Territory shall maintain the zoning and planned unit developments approved by the Zoning Ordinances.

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 August, 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

Lots 1-49, but excluding lots 17 and 26 as designated upon Final Plat of Deer Woods II, being a Subdivision of part of the Southeast Quarter (1/4) of Section 17 and part of the Northeast Quarter (1/4) of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded October 25, 2005 in Plat index file envelope 334-B as Document No. 2005R12514 in the Recorder's Office of Boone County, Illinois situated in the County of Boone and State of Illinois.

AND

PIN: 05-20-200-012

A parcel of land being located in part of the Northeast Quarter of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Beginning at the Southwest corner of Lot 21 as designated upon The Final Plat of Deer Woods II, being a subdivision of part of the Southeast Quarter of Section 17 and part of the Northeast Quarter of Section 20, all in Township 44 North, Range 3 East of the Third Principal Meridian, the plat of which subdivision was recorded October 25, 2005 as Document No. 2005R12514 in the Recorder's Office of Boone County, Illinois; thence South 80 degrees 50 minutes 51 seconds East along the Southerly line of said Lot 21, a distance of 283.14 feet to the Southeast corner thereof, said point also being the Southwest corner of Lot 20 of said Final Plat of Deer Woods II; thence South 68 degrees 16 minutes 09 seconds East along the Southerly line of said Lot 20, a distance of 217.35 feet to the Southeast corner thereof, said point also being the Southwest corner of Lot 19 of said Final Plat of Deer Woods II; thence North 84 degrees 37 minutes 10 seconds East along the Southerly line of said Lot 19 and the Southerly line of Lot 18 of said Final Plat of Deer Woods II, a distance of 376.11 feet to the Easterly line of said Lot 18; thence North 35 degrees 04 minutes 38 seconds East along the Easterly line of said Lot 18 and the Easterly line of Lot 17 of said Final Plat of Deer Woods II, a distance of 331.51 feet to the Northeast corner of said Lot 17; thence North 56 degrees 27 minutes 19 seconds West along the Northerly line of said Lot 17, a distance of 268.66 feet to a point in the Easterly line of a public road designated Smokethorn Trail; thence North 33 degrees 32 minutes 41 seconds East along the Easterly line of said Smokethorn Trail, a distance of 50.00 feet to the Southwest corner of Lot 16 of said Final Plat of Deer Woods II; thence South 56 degrees 27 minutes 19 seconds East along the Southerly line of said Lot 16, a distance of 270.00 feet to the Southeast corner thereof; thence North 33 degrees 32 minutes 41 seconds East along the Easterly line of said Lot 16 and the Easterly line of Lots 15 and 14 of said Final Plat of Deer Woods II, a distance of 398.73 feet; thence South 80 degrees 03 minutes 09 seconds East, a distance of 544.97 feet; thence North 12 degrees 46 minutes 50 seconds East, a distance of 226.33 feet to a point in the North line of the Northeast Quarter of said Section 20; thence North 88 degrees 25 minutes 34 seconds East along the North line of the Northeast Quarter of said Section 20, a distance of 182.89 feet to the center of Beaver Creek; thence Southwesterly along the center of said Beaver Creek, the following 55 courses, South 24 degrees 37 minutes 47 seconds East, a distance of 40.22 feet; thence South 72 degrees 54 minutes 07 seconds East, a distance of 36.21 feet; thence North 72 degrees 07 minutes 34 seconds East, a distance of 86.72 feet; thence North 87 degrees 16 minutes 28 seconds East, a distance of 55.98 feet; thence South 57 degrees 18 minutes 43

seconds East, a distance of 66.15 feet; thence South 1 degree 31 minutes 24 seconds East, a distance of 101.62 feet; thence South 25 degrees 03 minutes 51 seconds West, a distance of 45.93 feet; thence South 60 degrees 59 minutes 17 seconds West, a distance of 84.67 feet; thence South 79 degrees 30 minutes 37 seconds West, a distance of 59.36 feet; thence North 68 degrees 42 minutes 04 seconds West, a distance of 69.33 feet; thence South 59 degrees 41 minutes 02 seconds West, a distance of 99.55 feet; thence South 51 degrees 48 minutes 07 seconds West, a distance of 106.60 feet; thence South 45 degrees 58 minutes 05 seconds West, a distance of 68.41 feet; thence South 30 degrees 54 minutes 31 seconds West, a distance of 69.69 feet; thence South 36 degrees 40 minutes 54 seconds West, a distance of 31.67 feet; thence North 75 degrees 35 minutes 59 seconds West, a distance of 102.12 feet; thence North 71 degrees 06 minutes 17 seconds West, a distance of 105.12 feet; thence South 83 degrees 44 minutes 40 seconds West, a distance of 56.03 feet; thence South 56 degrees 59 minutes 05 seconds West, a distance of 48.68 feet; thence South 32 degrees 21 minutes 18 seconds West, a distance of 72.46 feet; thence South 39 degrees 17 minutes 47 seconds West, a distance of 58.00 feet; thence South 75 degrees 39 minutes 19 seconds West, a distance of 90.58 feet; thence South 79 degrees 47 minutes 56 seconds West, a distance of 103.68 feet; thence South 53 degrees 40 minutes 52 seconds West, a distance of 86.12 feet; thence South 43 degrees 27 minutes 36 seconds West, a distance of 106.81 feet; thence South 22 degrees 10 minutes 17 seconds West, a distance of 59.48 feet; thence South 9 degrees 39 minutes 48 seconds West, a distance of 97.27 feet; thence South 20 degrees 05 minutes 59 seconds West, a distance of 89.07 feet; thence South 39 degrees 26 minutes 10 seconds West, a distance of 118.87 feet; thence South 46 degrees 07 minutes 55 seconds West, a distance of 73.60 feet; thence South 20 degrees 08 minutes 27 seconds East, a distance of 65.19 feet; thence South 65 degrees 54 minutes 14 seconds East, a distance of 84.95 feet; thence North 88 degrees 47 minutes 39 seconds East, a distance of 193.92 feet; thence South 40 degrees 25 minutes 18 seconds East, a distance of 71.39 feet; thence South 6 degrees 57 minutes 17 seconds East, a distance of 84.27 feet; thence South 11 degrees 35 minutes 42 seconds West, a distance of 81.23 feet; thence South 69 degrees 09 minutes 03 seconds West, a distance of 45.86 feet; thence South 83 degrees 05 minutes 26 seconds West, a distance of 67.84 feet; thence North 73 degrees 41 minutes 26 seconds West, a distance of 87.18 feet; thence South 84 degrees 17 minutes 27 seconds West, a distance of 61.53 feet; thence South 52 degrees 21 minutes 40 seconds West, a distance of 90.20 feet; thence South 28 degrees 18 minutes 27 seconds West, a distance of 120.50 feet; thence South 25 degrees 24 minutes 51 seconds West, a distance of 90.35 feet; thence South 22 degrees 56 minutes 16 seconds West, a distance of 57.60 feet; thence South 84 degrees 05 minutes 44 seconds West, a distance of 59.50 feet; thence North 69 degrees 54 minutes 39 seconds West, a distance of 89.09 feet; thence North 27 degrees 39 minutes 12 seconds West, a distance of 48.37 feet; thence North 3 degrees 10 minutes 58 seconds East, a distance of 36.78 feet; thence North 21 degrees 48 minutes 24 seconds East, a distance of 65.92 feet; thence North 41 degrees 01 minute 02 seconds West, a distance of 62.19 feet; thence North 84 degrees 17 minutes 28 seconds West, a distance of 41.02 feet; thence South 66 degrees 25 minutes 52 seconds West, a distance of 122.46 feet; thence South 82 degrees 15 minutes 17 seconds West, a distance of 139.15 feet; thence South 79 degrees 11 minutes 20 seconds West, a distance of 184.91 feet; thence South 73 degrees 46 minutes 21 seconds West, a distance of 158.39 feet to a point in the West line of the Northeast Quarter of said Section 20; thence North 0 degrees 25 minutes 48 seconds West along the West line of the Northeast Quarter of said Section 20, a distance of 954.35 feet to the Point of Beginning, containing 29.693 acres, more or less, all being situated in the County of Boone and the State of Illinois.

And

PIN: 05-17-400-012

Beginning at the Southwest corner of Lot 11 as designated upon the Final Plat of Deer Woods II, being a subdivision of part of the Southeast Quarter of Section 17 and part of the Northeast Quarter of Section 20, all in Township 44 North Range 3 East of the Third Principal Meridian, the plat of which subdivision was recorded October 25, 2005 as Document No. 2005R12514 in the Recorder's Office of Boone County Illinois; thence North 79 degrees 54 minutes 26 seconds East along the Southerly line of said Lot 11, a distance of 270.00 feet to the Southeast corner thereof; thence North 18 degrees 10 minutes 06 seconds West along the East line of said lot 11, a distance of 241.06 feet to the Northeast corner thereof, said point also being the Southeast corner of Lot 10 of said Final Plat of Deer Woods II; thence North 34 degrees 19 minutes 08 seconds West along the East line of said lot 10, a distance of 241.06 feet to the Northeast corner thereof, said point also being the Southeast corner of Lot 9 of said Final Plat of Deer Woods II; thence North 45 degrees 55 minutes 34 seconds West along the Easterly line of said Lot 9, a distance of 105.75 feet; thence South 87 degrees 27 minutes 54 seconds East, a distance of 485.50 feet; thence South 38 degrees 01 minutes 37 seconds East, a distance of 333.00 feet; thence South 12 degrees 15 minutes 46 seconds East, a distance of 507.36 feet; thence South 12 degrees 46 minutes 50 seconds West, a distance of 216.81 feet to a point in the South line of the Southeast Quarter of said Section 17; thence South 88 degrees 25 minutes 34 seconds West along the South line of the Southeast Quarter of said Section 17, a distance of 526.56 feet to a point in the Easterly line of Lot 13 of said Final Plat of Deer Woods II, thence North 17 degrees 08 minutes 47 seconds East along the Easterly line of said Lot 13, a distance of 218.71 feet to the Northeast corner thereof, said point also being the Southeast corner of Lot 12 of said Final Plat of Deer Woods II, thence North 2 degrees 14 minutes 10 seconds East along the Easterly line of said Lot 12, a distance of 222.65 feet to the Northeast corner thereof; thence South 84 degrees 46 minutes 51 seconds West along the Northerly line of said Lot 12, a distance of 270 feet to the Northwest corner thereof, said point also lying in the Easterly line of a public road designated Smokethorn Trail; thence Northerly along the Easterly line of said Smokethorn Trail along a circular curve to the Left whose radius is 588.00 feet and whose center lies to the West, the long chord of which curve bears North 7 degrees 39 minutes 22 seconds West, a distance of 50.00 feet to the point of Beginning, containing 11.186 acres, more or less, all being situated in the Count of Boone and State of Illinois.

AND

PIN: 05-20-200-006

20-44-3 PT NE-BEG NW COR S 629.07' SE 283.14' SE 217.35' NE 220.15' NE 220.15' NW 270' NE 50' SE 270' NE 192.94' NE 398.73' SE 544.97' NE TO N LN NE W TO POB (EX DEER WOODS II)

PINS:

Lot 1	05-17-401-001	706 TUNEBOG CT
Lots 2 and part of 3	05-17-401-008	712 TUNEBOG CT
Lots 4 and part of 3	05-17-401-009	713 TUNEBOG CT



Lot 5	05-17-401-005	707 TUNEBERG CT
Lot 6	05-17-452-001	5098 TUNEBERG PKWY
Lot 7	05-17-452-002	5082 TUNEBERG PKWY
Lots 8 and part of 9	05-17-452-009	5078 TUNEBERG PKWY
Lots 10 and part of 9	05-17-452-010	5060 TUNEBERG PKWY
Lot 11	05-17-452-006	5050 TUNEBERG PKWY
Lot 12	05-17-454-001	5003 SMOKETHORN TRL
Lot 13	05-17-454-002	5007 SMOKETHORN TRL
Lots 14 and 15 (pin combo)	05-20-202-003	5013 SMOKETHORN TRL
Lot 16	05-20-202-002	5045 SMOKETHORN TRL
Lot 18	05-20-203-007	5051 SMOKETHORN TRL
Lots 19 and 20 (pin combo)	05-20-203-009	5075 SMOKETHORN TRL
Lot 21	05-20-203-004	5079 SMOKETHORN TRL
Lot 22	05-20-203-003	5083 SMOKETHORN TRL
Lot 23	05-20-203-002	5101 SMOKETHORN TRL
Lot 24	05-20-203-001	5119 SMOKETHORN TRL
Lot 25	05-17-453-001	5133 SMOKETHORN TRL
Lot 27	05-17-451-013	580 SMOKETHORN CT
Lot 28	05-17-451-014	590 SMOKETHORN CT
Lots 29 and 30 (pin combo)	05-17-451-021	595 SMOKETHORN CT
Lot 31	05-17-451-017	583 SMOKETHORN CT
Lot 32	05-17-451-018	563 SMOKETHORN CT
Lot 33	05-17-451-019	5140 SMOKETHORN CT
Lot 34	05-17-451-020	5128 SMOKETHORN TRL
Lot 35	05-20-201-001	5106 SMOKETHORN TRL
Lot 36	05-20-201-002	5080 SMOKETHORN TRL
Lot 37	05-20-201-004	5052 SMOKETHORN TRL
Lot 38	05-20-201-003	5048 SMOKETHORN TRL
Lot 39	05-17-451-011	5024 SMOKETHORN TRL
Lot 40	05-17-451-010	5008 SMOKETHORN TRL
Lot 41	05-17-451-009	5004 SMOKETHORN TRL
Lot 42	05-17-451-008	5051 TUNEBERG PKWY
Lot 43	05-17-451-007	5061 TUNEBERG PKWY
Lot 44	05-17-451-006	5075 TUNEBERG PKWY
Lot 45	05-17-451-005	5079 TUNEBERG PKWY
Lot 46	05-17-451-004	5083 TUNEBERG PKWY
Lot 47	05-17-451-003	5101 TUNEBERG PKWY
Lot 48	05-17-451-002	5119 TUNEBERG PKWY
Lot 49	05-17-451-001	5141 TUNEBERG PKWY
Outlot	05-17-400-012	
Outlot	05-20-200-012	
Outlot	05-20-200-006	

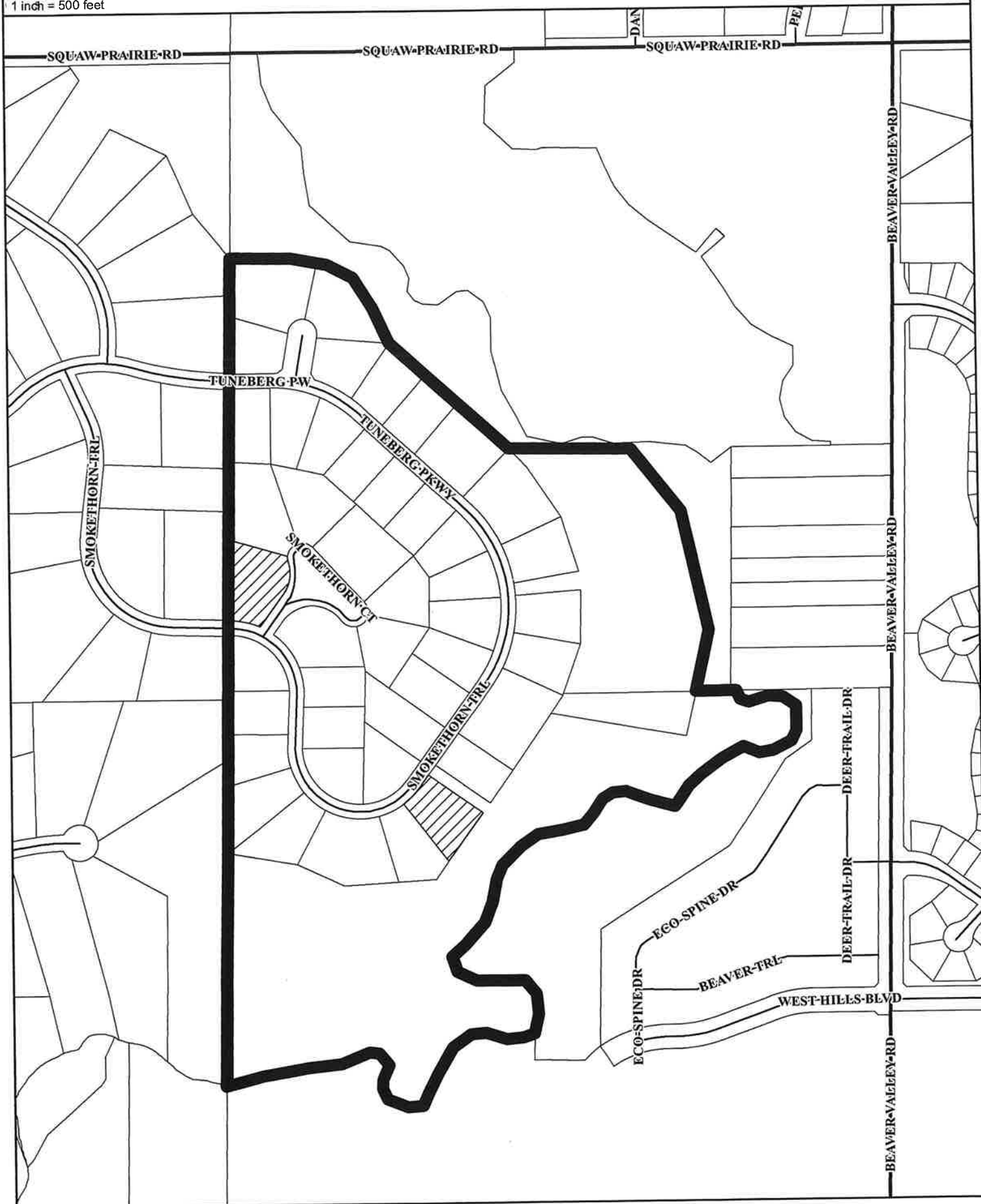
## EXHIBIT B



1 inch = 500 feet

# Plat of Annexation Deer Woods 2

 Excluded from Annexation  
 Annexation Boundary



## **RESOLUTION #2025-12**

### **RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES PURSUANT TO 5 ILCS 120/1 Et. Seq.**

WHEREAS, the Corporate Authorities of the City of Belvidere have met, from time to time, in executive session for purposes authorized by the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) (Hereinafter the Act); and

WHEREAS, pursuant to the Act, the Mayor and City Council have met in closed session to review the minutes of all closed sessions to determine if it is necessary to protect the public interest, or the privacy of any individual, by keeping said minutes confidential; and

WHEREAS, the Mayor and City Council determined that a need for confidentiality still exists as to the executive session minutes identified on the attached Schedule A; and

WHEREAS, the Mayor and City Council determined that the minutes of the meetings listed on the attached Schedule B no longer require confidential treatment and should be made available for public inspection.

### **IT IS THEREFORE RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF BELVIDERE AS FOLLOWS:**

Section 1: The Executive Session minutes from those meetings set forth on Schedule B, attached hereto and incorporated herein are hereby released. The City Clerk is hereby authorized to make said minutes available for public inspection and copying in accordance with the standing procedures of the office of the City Clerk.

Section 2: The City Clerk is also authorized and directed to destroy the verbatim record, if any, of the executive sessions identified in Schedule B for destruction, but only in compliance with Section 2.06 of the Open Meetings Act (5 ILCS 120/2.06).

Adopted by the City Council of the City of Belvidere, Illinois, this \_\_\_\_ day of August, 2025.

Ayes: .

Nays:

Absent:.

Date Approved:

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

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



## **SCHEDULE A**

October 19, 2020  
October 26, 2020  
August 3, 2020  
January 24, 2022  
May 16, 2022  
February 13, 2023  
July 24, 2023  
January 22, 2024  
February 12, 2024  
July 1, 2024  
September 23, 2024  
January 13, 2025  
February 24, 2025  
May 19, 2025  
June 2, 2025

## **SCHEDULE B**

August 2, 2021  
November 14, 2022  
September 5, 2023  
July 22, 2024

RESOLUTION #2025-13

A RESOLUTION AUTHORIZING THE EXECUTION OF  
AN UTV AND TRAILER VEHICLE AGREEMENT  
BETWEEN THE CITY OF BELVIDERE AND  
THE ILLINOIS LAW ENFORCEMENT ALARM SYSTEM (ILEAS)

WHEREAS, the City of Belvidere (the City) is a Home Rule Municipality of the State of Illinois; and

WHEREAS, ILEAS is a Public Agency of the State of Illinois created by local law enforcement agencies throughout the State pursuant to the Illinois Intergovernmental Cooperation Act (50 ILCS 220/1 et seq.); and

WHEREAS, ILEAS and the City wish to enter into an agreement (the Agreement) by which ILEAS will obtain a 2025 Kawasaki Mule (the Vehicle) and provide such Vehicle to the City for the City's use as well as the use by ILEAS and its member law enforcement agencies; and

WHEREAS, the City wishes to accept the Vehicle for its primary use, agrees to store the Vehicle, maintain the Vehicle, and make the Vehicle available to ILEAS member agencies pursuant to the Agreement; 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 to enter into agreements with other units of government and agencies.

IT IS THEREFORE RESOLVED: 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:** The Mayor, or his designee, is authorized and directed to execute, the attached ILEAS MFF Vehicle Agreement – UTV and Trailer, which Agreement is hereby approved.

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

**SECTION 5:** 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.

Adopted by the City Council of the City of Belvidere, Illinois, this \_\_\_\_ day of August, 2025.

Approved: \_\_\_\_\_  
Mayor

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

(SEAL)

Ayes:  
Nays:  
Absent:

Date Approved:

**ILEAS MFF  
Vehicle Agreement – UTV and Trailer**

1. **PARTIES.** The parties to this Agreement are the Illinois Law Enforcement Alarm System (ILEAS) and the City of Belvidere, Illinois (Belvidere).
2. **AUTHORITY.** ILEAS is a Public Agency of the State of Illinois created by various local law enforcement agencies throughout the State of Illinois pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.). The City of Belvidere is a municipality of the State of Illinois and is one of the local law enforcement agencies that created ILEAS. This agreement between ILEAS and Belvidere is authorized under the provisions of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)
3. **PURPOSE.** The purpose of ILEAS is to support law enforcement mutual aid throughout the State of Illinois. Furthering that mission, ILEAS supports regional Mobile Field Force teams (MFF) throughout the State of Illinois. To support the MFFs, ILEAS has purchased a number of vehicles and seeks to locate the vehicles in various regions throughout the State of Illinois to provide prompt response to emergencies, disasters, and other calls for law enforcement mutual aid. Belvidere is willing to become the custodian of ILEAS vehicle(s) to facilitate law enforcement mutual aid in its region.
4. **RESPONSIBILITIES.**
  - a. ILEAS shall:
    - 1) Provide to Belvidere the following (each "the vehicle"):

Make	Kawasaki
Model	Mule
Year	2025
VIN	JKAATCA19SB507341
Make	Aluma
Model	14 Foot Tilt Trailer
Year	2026
VIN	1YGUS141XTB304032
    - 2) Inform Belvidere of any recall or product liability issue within a reasonable time of ILEAS being informed as the "purchaser of record" of the issue.
  - b. Belvidere shall:
    - 1) Accept the vehicle, obtain proper title and license for the vehicle, and insure the vehicle according to its own policies for insuring similar vehicles.

- 2) Conduct appropriate and effective preventative maintenance and keep the vehicle in good operating condition at all times and be responsible for fuel, oil and other maintenance consumables, and all major repairs.
  - 3) Store the vehicle in a safe location and make reasonable efforts to protect it from the outdoor elements when not in use.
  - 4) Make the vehicle available upon call for mutual aid and interagency regional emergency responses, as requested either by ILEAS or IEMA.
  - 5) Make the vehicle available to ILEAS or IEMA for regional training.
  - 6) Make the vehicle available for inspection by any official of ILEAS or IEMA.
- c. Belvidere shall not be responsible for the vehicle when it has been activated as a State resource and is outside the control and supervision of Belvidere.
  - d. ILEAS shall not be obligated to fund any capital replacement costs for the vehicle.
  - e. It is not the duty, function, responsibility or purpose of ILEAS to deploy, supply, direct, command or manage any law enforcement personnel.

**5. USE OF THE VEHICLE.** Belvidere will abide by the following conditions governing the use of the vehicle.

- a. The vehicle shall only be used for official purposes.
- b. The vehicle shall only be operated by (1) official, trained employees of Belvidere or (2) official, trained members of a special team supported by ILEAS, unless the vehicle has been transferred to another jurisdiction with the express prior consent of ILEAS.
- c. The vehicle may be used by Belvidere as an asset for its own or regional critical incidents or training.
- d. The vehicle shall not be used or operated contrary to law.
- e. The vehicle will not be used for any race or competition.
- f. The vehicle will not be operated in a negligent or reckless manner.
- g. The vehicle will not be assigned to one person for use as a "take home" vehicle or used on a daily basis.

- h. The vehicle will not be marked in any fashion without the written consent of ILEAS.
  - i. The vehicle will not be altered or modified in any significant manner without the consent of ILEAS.
  - j. The vehicle will not be removed from the State of Illinois without prior permission from the ILEAS.
- 6. **INSURANCE.** Belvidere shall fully indemnify ILEAS for any and all loss of or damage to the vehicle. Belvidere shall report all instances of theft, collision, or significant damage to the ILEAS Executive Director within three business days of their discovery. When this vehicle is activated by ILEAS or IEMA and not under the directed control and supervision of Belvidere, Belvidere will not be financially responsible for damage that may occur to the vehicle outside of the accepted insurance arrangement.
- 7. **NOTIFICATIONS.** For any communications concerning this agreement, the parties agree that the following individuals, or their successors, shall constitute adequate notice to the party with whom they are identified:
  - a. Chief of Police  
Belvidere Police Department  
615 North Main Street  
Belvidere, Illinois 61008
  - b. Executive Director  
Illinois Law Enforcement Alarm System  
1701 East Main Street  
Urbana, Illinois 61802
- 8. **SEVERABILITY.** Nothing in this agreement is intended to conflict with current laws or regulations. If a term or provision of this agreement is inconsistent with such current laws or regulations, then that term or provision shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect. Nothing contained herein shall be deemed to affect contracts, agreements or other memoranda of understanding between ILEAS and Belvidere.
- 9. **EFFECTIVE DATE.** The terms of this agreement will become effective upon date that this agreement is executed by the last party to execute this agreement by the date(s) shown below.
- 10. **MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties to this agreement.
- 11. **TERMINATION.** The terms of this agreement, as modified with the consent of both parties (if applicable), will remain in force and effect until

terminated by either party. Either party, upon 30 days' written notice to the other party, may terminate this agreement. Upon termination, by either party, Belvidere shall return the vehicle to ILEAS.

## **12.ADDITIONAL PROVISIONS.**

- a. Compliance with Laws - All parties to this agreement intend to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to and govern the parties to this agreement.
- b. Status of a Signatories – Nothing contained within this agreement shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the parties to this agreement. Each party to this agreement is acting in its own individual capacity and not as the agent of any other entity.
- c. Immunities - With respect to the parties to this agreement, their participation in this agreement shall not be deemed to waive any governmental immunity or defense to which the parties would otherwise be entitled under statute or common law in the absence of this agreement.
- d. No Third Party Beneficiary - This agreement is not intended nor expected to confer upon or permit any person or entity, other than the parties to this agreement, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that this agreement, shall not give or allow any claim or right of action by any third person or entity (including, but not limited to, members of the general public) based on this agreement. It is the express intention of ILEAS and Belvidere that any person or entity (other than ILEAS and Belvidere) who may be deemed to receive services or benefits under this agreement shall be deemed to be only an incidental beneficiary to this agreement.
- e. Paragraph Headings - The captions and headings used in this agreement are only for convenience of reference and the organization of this agreement and shall not be construed as expanding, defining or limiting the terms and provisions in this agreement.

- f. Parol Evidence - This agreement constitutes the entire understanding between ILEAS and Belvidere concerning this agreement's subject matter, whether or not written, and may not be modified except as otherwise provided herein.

IN WITNESS WHEREOF, the parties to this agreement have noted their understanding of the terms of this document and the accommodations set forth therein on the dates shown below.

**Belvidere**

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

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

**ILEAS**

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

Date: 7/14/2025



RESOLUTION #2025-14:

A RESOLUTION AUTHORIZING THE EXECUTION OF  
AN AGREEMENT  
BETWEEN THE CITY OF BELVIDERE AND  
IN TIME SERVICES INC.

WHEREAS, the City of Belvidere (the City) is a Home Rule Municipality of the State of Illinois; and

WHEREAS, InTime Services Inc. (InTime) provides software as a service for Cloud Hosted Scheduling and Workforce Management; and

WHEREAS, InTime and the City desire to enter into the attached agreement by which InTime will provide its software services for the City to utilize in scheduling work for its Police Department; and

IT IS THEREFORE RESOLVED: 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:** The Mayor, or his designee, is authorized and directed to execute, the attached Agreement, which Agreement is hereby approved.

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

**SECTION 5:** 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.

Adopted by the City Council of the City of Belvidere, Illinois, this \_\_\_\_\_ day of August, 2025.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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

(SEAL)

Ayes:

Nays:

Absent:

Date Approved:



# **Pricing Proposal**

## **For: Belvidere Police Department**

Cloud Hosted Scheduling and  
Workforce Management

**Prepared by:** Blake Huggins  
Account Executive  
1.877.603.2830ext.1024  
bhuggins@intime.com

**Date Issued:** July 16, 2025

## InTime Solution Pricing

Annual Subscription For: 40 Employees

SCHEDULING MODULE(\$70/emp/year)

\$2,800/ Year

CUSTOMER SUPPORT AND MAINTENANCE

Included

SECURE HOSTING

\$1,800/Year

- Top tier cloud service provider
- Automatic failover
- Real-time data redundancy

(Starting in year  
Subsequent  
Annual Fees)

REMOTE PROFESSIONAL SERVICES

Implementation Services for modules listed above

\$1,500(one-time fee)

Training Course for the services and modules listed above.

\$1,200(one-time fee)

*All Training Courses have a maximum class size of 10 staff.*

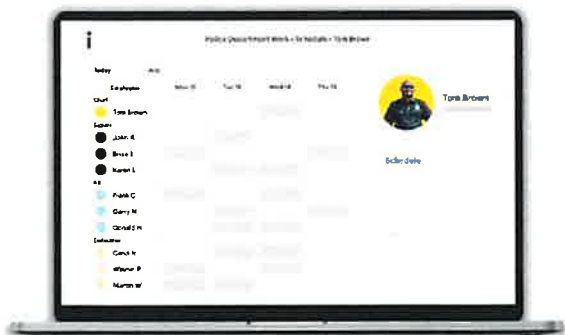
First Year Fees: \$5,500

Subsequent Annual Fees: \$4,600

## About InTime

InTime is the leading provider of Scheduling and Workforce Management software that's **purpose-built for public safety agencies**. InTime's product offering has been refined through 25 years of experience and in-house development and proven to meet the needs of over 500 agencies, who trust InTime in helping them work more efficiently, spend smarter, reduce risks and better engage their teams.

In addition to providing the most robust product offering, InTime brings implementation expertise ensuring rapid time-to-value, effective training, world class customer support, and public safety workforce management thought leadership. Additionally, hundreds of members of InTime's customer community share their experiences and learn from each other at **InTime University**, InTime's annual user conference.



## INTIME SERVICES INC. - SERVICES AGREEMENT - TERMS AND CONDITIONS

### SCOPE

- A. InTime provides an application for scheduling personnel as a service delivered over the Internet ("Services") to its Customers. The application is proprietary to InTime.
- B. In conjunction with such Services, InTime also provides Support to its Customers to allow them to use the Service.
- C. Customer desires to obtain such Services from InTime.

### 1. DEFINITIONS

- 1.1. "Confidential Information" means information concerning any information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies, as confidential information or a trade secret and specifically includes the Services, either parties business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Agreement, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information does not include information which is:
  - a) at the time of disclosure, or thereafter becomes part of the public domain without any violation of this Agreement by the Recipient;
  - b) already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser;
  - c) following the Effective Date is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret; and
  - d) developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records.
- 1.2. "Customer" means an entity or organization who wishes to obtain the Services from InTime.
- 1.3. "Proposal" means the document provided by InTime to Customer containing a price quote, setting out the term and if applicable, specifying applicable governing law.
- 1.4. "Support" means technical support provided by InTime to Customer relating to Customer's use of the Services, on a remote basis by telephone, e-mail, and fax, and optionally at the Customer's site, and is subject to the availability of support personnel and facility infrastructure services. Such support includes problem diagnosis, consultation, dial-in diagnosis services, and problem resolution with the Support levels defined in Appendix A.

## 2. SERVICES

2.1. InTime will provide the Services to Customer in accordance with applicable laws and regulation. The Services will be provided on the following basis:

- a) InTime will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:
  - i. planned downtime (and InTime will give Customer at least 72 hours notice of such downtime and will attempt to schedule such downtime to the extent practicable during weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or
  - ii. any unavailability caused by circumstances beyond InTime's reasonable control.

2.2. Under no circumstances can Customer allow other commercial entities to access the Services. Customer is prohibited from providing or repurposing the Services to other parties in any manner, including as a service bureau or application service provider.

2.3. Violation of any of the terms of this Agreement or use of the Services in a way that breaches applicable law or regulation in any way entitles InTime to terminate this Agreement and Customer's access to the Services. InTime will give its Customers written notice of such breach. If such breach is not corrected in 30 days InTime may terminate this Agreement. PLEASE NOTE THAT INTIME STRICTLY ENFORCES THIS POLICY AND WILL PROSECUTE ANY VIOLATION OF THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

2.4. It is Customer's own responsibility to:

- a) provide for its own access to the Internet, arrange for secure Internet access therefore and pay any service fees associated with such access;
- b) be responsible for the accuracy, quality, integrity and legality of data which is processed using the Services, including the exclusion of Social Insurance Numbers (SIN) and Social Security Numbers (SSN), and of the means by which such data was acquired;
- c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify InTime promptly of any unauthorized access or use;
- d) use the Services only in accordance with any documentation and applicable laws and regulations.

2.5. Customer may not use InTime trademarks such as "InTime" without the prior written permission of InTime.

2.6. No other services are provided with the Service unless agreed to otherwise by InTime and the Customer.

## 3. WARRANTY AND LIMITATION OF LIABILITY

3.1. SPECIFIC EXCLUSION OF OTHER WARRANTIES – THE SERVICES ARE PROVIDED "AS IS, WHERE IS" OTHER THAN AS SET OUT IN SECTION 5. INTIME DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY IS LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR

INCIDENTAL DAMAGES OR LOSS OF PROFITS RESULTING FROM THE SERVICES (OR ANY THIRD PARTY GOODS OR SERVICES) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If either party is liable to the other in no event will the total aggregate liability of a party to the other exceed the fees paid by the Customer to InTime in the 90 day period preceding the date of a claim.

#### **4. OWNERSHIP CONFIDENTIALITY AND USE LIMITATION**

##### **4.1. Ownership**

- a) Subject to the limited rights expressly granted under this Agreement, InTime reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer under this Agreement other than as expressly set forth with respect to limited rights to use the Services.
- b) Customer shall not (i) permit any third party to access the Services except as expressly permitted, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own internal non-publicly accessible networks or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- c) As between InTime and Customer, Customer exclusively own all rights, title and interest in and to all of Customer's data.

##### **4.2. Confidentiality** - The following terms apply to Confidential Information and the ownership thereof.

- a) All Confidential Information is owned by the respective parties.
- b) Neither party will, at any time whether before or after the termination of this Agreement, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing.
- c) Each party will hold in confidence and not disclose any Confidential Information of the other party. All Confidential Information will be maintained in confidence by the Recipient, will not be disclosed to any person or entity in any way except as provided in this Agreement, and will be protected with the same degree of care the Recipient normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care.
- d) The Confidential Information may be disclosed by the Recipient only to those employees, directors, officers, auditors or consultants of the Recipient having the need to receive such Confidential Information for the purposes of this Agreement, provided the recipients of such Confidential Information are already bound by written confidentiality and non-disclosure obligations similar to those undertaken by the Recipient under this Agreement. The Recipient shall immediately give notice to the Discloser of any unauthorized use or disclosure of the Confidential Information. The Recipient agrees to assist the Discloser in remedying any such unauthorized use or disclosure of Confidential Information.
- e) To the extent the Recipient is required to disclose any Confidential Information pursuant to a valid subpoena, or other applicable order of a government agency or judicial body or by operation of law, including but not limited to the Illinois Freedom of Information Act, the Recipient will promptly notify the Discloser of the request for disclosure (except as prohibited by law). The Discloser may seek a protective order or other appropriate remedy from the



proper authority. In no event shall a party to this Agreement be liable to the other for complying with a valid disclosure request, including one pursuant to the Illinois Freedom of Information Act. The Recipient further agrees that if the Recipient is required to disclose any Confidential Information, the Recipient will furnish only that portion of the Confidential Information that is legally required and will reasonably cooperate with Disclosure's efforts to obtain reliable, written assurances that confidential and legally compliant treatment will be accorded to such Confidential Information

- f) The obligations of confidence contained herein will survive termination or expiry of this Agreement.

## 5. REPRESENTATION AND IDEMNIFICATION

- 5.1. Indemnification by InTime - InTime has the right and all necessary permissions to provide the Services to the Customer. In the event of the breach of this representation, InTime shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Services infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim; provided, that Customer (a) promptly gives InTime written notice of the Claim; (b) gives InTime sole control of the defense and settlement of the Claim; and (c) provides to InTime all reasonable assistance, at InTime's expense.
- 5.2. Exclusive Remedy - This Section 5 states InTime's sole liability to, and Customer's exclusive remedy against InTime for any type of Claim described in this Section.

## 6. TERM

- 6.1. Term - This Agreement is the term set out in the Proposal. If not stated in the Proposal, it will be for a yearly term. It will renew for successive terms on mutual written agreement. Customer may terminate this Agreement at any time without cause upon 30 days notice.
- 6.2. Termination - This Agreement shall terminate in each of the following events:
  - a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 30 days after receiving written demand therefore; or
  - b) immediately, at the option of the non-breaching party if either party breaches section 4.1(b) or 4.2 of this Agreement; or
  - c) at the option of either party if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof or
  - d) on the occurrence of the events set out in section 7.3

provided that the right of termination shall be in addition to all other rights and remedies available to the parties for default or wrong-doing by the other.

- 6.3. Suspension of Obligations – If either party should default in the performance or observance of any of its obligations, then, in addition to all other rights and remedies available to the non-defaulting party, following the default and expiration of an applicable cure period, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied.
- 6.4. Refund for Termination of Agreement for cause – If this Agreement is terminated for cause by Customer, then InTime shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by InTime, Customer shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to InTime for the period prior to the effective date of termination.
- 6.5. Return of Customer Data – Following termination of the Agreement, InTime will provide read-only access to Customer's data for a period of six months without charge. After such period, InTime shall have no obligation to maintain or provide any of Customer's data and may, unless legally prohibited, delete all of Customer's data in InTime's systems or otherwise in InTime's possession or control.

## 7. GENERAL

- 7.1. This Agreement and the Proposal contain the whole agreement between InTime and Customer relating to the Services.
- 7.2. InTime may assign this Agreement in connection with a merger, amalgamation or corporate re-organization involving InTime, or in connection with the sale of all or substantially all the assets of InTime or to an affiliate or wholly-owned subsidiary of InTime.
- 7.3. Upon 30 days notice to Customer, InTime reserves the right at all times to vary the conditions of this Agreement or change the operation of the Services. If Customer does not agree to such variation or changes, Customer may terminate this Agreement without penalty to either party.
- 7.4. InTime reserves the right to suspend the Services for repair, maintenance, and/or upgrade work. Unless InTime cannot do so for security or other reasons beyond our reasonable control, InTime will give Customer reasonable notice of such suspension.
- 7.5. The parties agree that this Agreement shall be interpreted under the laws of the State of Illinois, without regard to conflicts of law provisions. Any action brought under this Agreement or to enforce this Agreement shall be brought in the 17th Judicial Circuit, Boone County Illinois. Both parties hereby submit to the jurisdiction of and venue in that Court.
- 7.6. The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

## Appendix A – Support Level Definition

All Customer requests for Support shall be managed as described below. The degree of InTime's responsiveness ("Severity") shall be based on the nature of the initial Customer Support request. The Customer will always make every effort to respond in a timely fashion to requests from InTime for assistance in providing Support.

**"Normal Support Hours" are 6:00 AM through 5:00 PM (Pacific Time), Monday through Friday, excluding statutory holidays.**

<b>Critical Severity</b>	Available: 24 hours/day, 7 days/week, via special toll-free number in North America.
Description:	A Customer detected critical Software error that renders the entire live InTime production system, or an essential part of it, inoperable or "down".
Initial Response:	All support requests will be dispatched with call details and problem description within 5 minutes of receipt of support request. During Normal Support Hours, warm transfer immediate response if an InTime Support representative is available, otherwise a callback response within 15 minutes average, one (1) hour maximum. Outside of Normal Support Hours a callback response within eight (8) hours average, sixteen (16) hours maximum.
Resolution Response:	Once an InTime Support representative has made contact with the customer regarding the support request, InTime will work continuously to return the InTime production system to normal "up" operation, with an average resolution time of not more than eight (8) hours.
Chargeable Service:	If the Critical Severity support service is used by the Customer for non-critical support, then the service is chargeable at InTime's current hourly support service rates.
<b>High Severity</b>	Available: Normal Support Hours
Description:	A Customer detected non-critical Software error in a module of the live InTime production system, which seriously impairs system operation but does not render it "down". Non-critical Software errors exclude cosmetic, documentation, or reporting problems, and also questions regarding the operation of the software, its installation or training.
Initial Response:	During Normal Support Hours, immediate response if an InTime Support representative is available, otherwise a callback response within two (2) hours. However, if the request is made within the last hour of the day or after the close of day, then within the first two (2) hours of the next Normal Support Hours day.
Resolution Response:	InTime will work continuously to restore system operation within Normal Support Hours.
<b>Normal Severity</b>	Available: Normal Support Hours
Description:	All other Support requests not described above.
Initial Response:	During Normal Support Hours, immediate response if an InTime Support representative is available, otherwise a callback response within four (4) hours. However, if the request is made within the last four hours of the day or after the close of day, then within the first four (4) hours of the next Normal Support Hours day.
Resolution Response:	InTime will correct documentation errors in upcoming releases of the documentation. InTime will provide Software error corrections in the course of its standard development and upgrade methodology for the Software.

1. All prices are in US Dollars.
2. Fees are exclusive of any and all applicable taxes and duties, including withholding taxes.
3. Payment for the subscription fee and for professional services (if any) are net thirty (30) days from date of invoice.
4. InTime's Terms and Conditions are attached to this proposal.
5. Invoicing schedule is per the following:

**Subscription Fee:** Upon contract signing and annually on contract date anniversary

**Services and Training:** On contract date

## Acceptance of Terms

To indicate acceptance of the terms of this proposal, either issue InTime a purchase order referencing this proposal for the amounts indicated or sign the document on the spaces indicated below.

Both parties have read and agreed to the terms and conditions of this proposal:

---

**Customer Organization  
Name**

---

**Authorized Signature**

---

**Date**

InTime Services Inc.

---

**Vendor Name**

---

**Authorized Signature**

---

**Date**