



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Aldersperson Clayton Stevens	Chairman Building
Aldersperson John Albertini	Vice-Chairman Building
Aldersperson Wendy Frank	Chairman Finance and Personnel
Aldersperson Ric Brereton	Vice-Chairman Finance and Personnel
Aldersperson Mike McGee	Chairman Planning & Zoning
Aldersperson Matthew Fleury	Vice-Chairman Planning & Zoning
Aldersperson Rory Peterson	Chairman Public Safety
Aldersperson Jerry Hoiness	Vice-Chairman Public Safety
Aldersperson Sandra Gramkowski	Chairman Public Works
Aldersperson Chris Montalbano	Vice-Chairman Public Works

AGENDA

April 13, 2026
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

- (A) Presentation of Awards.
- (B) Arbor Day Proclamation.

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.

2. Building, Planning & Zoning, New Business:
 - A. Building Department – Update.
 - B. Independent Contractor Agreement for Electrical Inspection Services.
 - C. Independent Contractor Agreement for Plumbing Inspection Services.
 - D. Planning Department – Update.
 - E. 1014 Irene Road Annexation.

3. Public Works, Unfinished Business: None.

4. Public Works, New Business:
 - A. Public Works Department – Update.
 - B. Tornado Sirens 2026 Maintenance Agreement – Braniff Communications.
 - C. 5th Ave Storm Sewer Overflow and Reconstruction Project.
 - D. Intersection Review – 5th Avenue & West 6th Street.
 - E. Intersection Review – East 5th Street & Caswell Street.
 - F. Urban Forestry Grant Tree Purchase 2026.
 - G. Cathodic Protection 2026 Maintenance Agreement.
 - H. Well #11 Facility Constructions – Change Order #2.

5. Other, Unfinished Business: None.

6. Other, New Business:
 - A. Motion to forward to City Council a Resolution in support of the Illinois America250 Commemoration.
 - B. Special Olympics Athlete Victory Parade Request by Belvidere Park District.
 - C. Intergovernmental Agreement – State Line Area Narcotics Team.
 - D. Request to Sell Jet Ski – Fire Department.

7. Adjournment:



TREE CITY USA
An Arbor Day Foundation Program

*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Clinton Morris, Mayor of the City of Belvidere, do hereby proclaim April 24, 2026 as **ARBOR DAY**

In the City of Belvidere, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 13th day of April, 2026

Mayor _____

INDEPENDENT CONTRACTOR AGREEMENT
FOR ELECTRICAL INSPECTION SERVICES

WHEREAS, the City of Belvidere (the City) operates a Building Department which, in part, inspects electrical systems for new construction and existing buildings; and

WHEREAS, the City finds it desirable to enter into an independent contractor relationship to provide for electrical inspections; and

WHEREAS, R & R Electric is a partnership of licensed electricians in the State of Illinois with employees being licensed electricians; and

WHEREAS, R & R Electric desires to provide electrical and other inspection services as assigned to the City on a contract basis.

NOW THEREFORE, IT IS Agreed between the City of Belvidere and R & R Electric (hereinafter Inspector) as follows:

- 1) The foregoing recitals are incorporated herein as if fully set forth by this reference.
- 2) The Inspector warrants that Inspector has and will maintain in full force and effect all required certifications and licenses necessary to perform the services under this Agreement.
- 3) Inspector agrees to provide electrical and other inspection services, as assigned, for the City of Belvidere. As a part of such inspections, Inspector shall prepare and provide City with such reports and forms required by City ordinance, State statute, and such further forms and reports as reasonably required by the City. Further, Inspector agrees to attend and participate in such meetings relating to specific projects and inspections as reasonably required by the City.
- 4) Inspector agrees and recognizes that these services will be provided as an independent contractor on a non-employee contract basis. Inspector shall be responsible for determining the method of conducting all inspections and other work and shall solely be responsible for the conduct of such inspections and work.
- 5) Inspector agrees that all inspections and work performed will be performed in compliance with all Ordinances, Codes and policies (either written or oral) of the City of Belvidere, its Building Department and all statutes of the State of Illinois. All inspections and work will be performed promptly (within 48 hours) upon request of the City. Inspector agrees that any employee assigned to conduct inspections for the City will have and maintain all necessary licenses of the State of Illinois and will be reasonably acceptable to the City. Prior to assigning any new employee to a City inspection or project, Inspector will inform the City of the new employee and seek the City's approval of the employee, which approval will not be unreasonably withheld. Inspector shall notify the City of Belvidere Building Inspector of any period in which neither Inspector nor any of its employees will be unavailable to perform services. In the event Inspector is not available to perform services and the City is

required (due to Inspector's unavailability) to obtain an alternative service, Inspector shall reimburse the City in the amount of \$128.00 per day that the City obtains an alternative service provider.

- 6) Inspector shall perform all inspections and other work (both residential and other inspections) as required by the City. As compensation for said inspections, the City shall pay Inspector the flat fee of \$22,430.00 per year. Said fee shall be paid in 12 equal installments on a monthly basis.
- 7) Inspector agrees that Inspector is not an employee of the City but provides contract services to the City. Inspector, and Inspector's employees, shall not represent themselves to any third party as a City employee but instead as the City's Contract Inspectors/Service Providers. Inspector is not bound by an employment relationship to comply with the City's personnel manual. However, Inspector agrees to comply with the City's ethics ordinance (and all other City ordinances). Inspector shall be solely responsible for all income taxes and other taxes for Inspector and its employees.
- 8) Inspector agrees to maintain in full force and effect general commercial liability and automobile insurance with limits not less than the amounts set forth in Exhibit A and shall cause the City of Belvidere to be named as an additional insured on all insurance policies. Further, Inspector agrees to indemnify and hold the City harmless from any and all claims, injuries, and causes of action arising from Inspector's actions, or failure to act, in any way related to this Agreement or Inspector's services hereunder, excepting those claims, arising solely from the City's own actions or failure to act.
- 9) This Agreement shall expire on April 30, 2027 but shall automatically renew for subsequent one (1) year terms (through the subsequent April 30) unless terminated as provided herein. Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason at all upon 5 days written notice. In the event the Agreement is terminated prior to its term, Inspector shall only be entitled to a prorated portion of his/her annual inspection flat fee.
- 10) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 11) The Agreement may not be modified or amended without the written consent of the City and the Inspector.
- 12) If any portion of this Agreement is deemed invalid or ineffective by a court of competent jurisdiction, such provision or portion shall be ineffective only to the extent of said invalidity without invalidating or affecting the remainder of such provision or remaining provisions of the Agreement.

Dated:

By: R & R Electric

By: The City of Belvidere

By: _____
Gale Romine
Partner

By: _____
Mayor

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

Minimum Insurance required of all contractors and vendors:

Comprehensive General Liability:

Bodily Injury	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
	Or
	\$1,000,000 combined single limit \$3,000,000 aggregate limit

Combined Form
Premises – Operations
Explosion Collapse Hazard
Underground Hazard
Products/Completed Operations
Contractual Insurance
Broad Form Property Damage
Independent Contractors

Automobile Liability:

Bodily Injury	\$ 500,000 each person \$1,000,000 each accident
Property Damage	\$ 250,000 or \$1,000,000 combined single limit

Worker's Compensation:

- A. Statutory
- B. Employer's Liability: \$1,000,000

Certificates of Insurance must be provided to the City listing the City of Belvidere as an additional insured.

INDEMNIFICATION – Indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part

by a negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or any of its agents or employees of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts. The obligation of the contractor shall not extend to the liability of the City or its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the City, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

INDEPENDENT CONTRACTOR AGREEMENT
FOR PLUMBING INSPECTION SERVICES

WHEREAS, the City of Belvidere (the City) operates a Building Department which, in part, inspects plumbing systems for new construction and existing buildings; and

WHEREAS, the City finds it desirable to enter into an independent contractor relationship to provide for plumbing inspections; and

WHEREAS, John P. Adee (hereinafter Inspector) is a licensed plumber in the State of Illinois; and

WHEREAS, Inspector desires to provide inspection services to the City on an independent contractor basis as a plumbing inspector; and

NOW THEREFORE, IT IS Agreed between the City of Belvidere and Inspector as follows:

- 1) The foregoing recitals are incorporated herein as if fully set forth by this reference.
- 2) The inspector warrants that inspector has and will maintain in full force and effect all required certifications and licenses necessary to perform the services under this Agreement.
- 3) Inspector agrees to provide plumbing inspection services for the City of Belvidere. As a part of such inspections, Inspector shall prepare and provide City with such reports and forms required by City ordinance, state statute, and such further forms and reports as reasonably required by the City. Further, Inspector agrees to attend and participate in such meetings relating to specific plumbing projects and inspections as reasonably required by the City.
- 4) Inspector agrees and recognizes that these services will be provided as an independent contractor on a non-employee contract basis. Inspector shall be responsible for determining the method of conducting all inspections.
- 5) Inspector agrees that all inspections performed will be performed in compliance with all Ordinances, Codes and policies (either written or oral) of the City of Belvidere and its Building Department and all statutes of the State of Illinois. All inspections will be performed promptly (within 48 hours) upon request of the City. Inspector agrees to notify the City of Belvidere Building Inspector of any period in which Inspector will be unavailable to perform inspection services (including, but not limited to vacations, extended illness etc.). In the event Inspector is not available to perform inspection services and the City is required (due to Inspector's unavailability) to obtain an alternative inspection service, Inspector shall reimburse the City in the amount of \$92.00 per day that the City obtains an alternative inspector.
- 6) Inspector shall perform all plumbing inspections (both residential and other inspections) as required by the City. As compensation for said inspections, the

City shall pay Inspector the flat fee of \$19,076.00 per year. Said fee shall be paid in 12 equal installments on a monthly basis. Inspector shall invoice the City monthly for the services.

- 7) Inspector agrees that he is an independent contractor and not an employee of the City. Inspector shall not represent himself/herself to any third party as a City Employee but instead as the City's Contract Plumbing Inspector. Inspector is not bound by an employment relationship to comply with the City's personnel manual. However, Inspector agrees to comply with the City's ethics ordinance (and all other City ordinances). Inspector shall be solely responsible for all income taxes and other taxes.
- 8) Inspector agrees to maintain in full force and effect general commercial liability and automobile insurance with limits not less than the amounts set forth in Exhibit A and shall cause the City of Belvidere to be named as an additional insured on all insurance policies. Further, Inspector agrees to indemnify and hold the City harmless from any and all claims, injuries, and causes of action arising from Inspector's actions, or failure to act, in any way related to this Agreement or Inspector's services hereunder, excepting those claims, arising solely from the City's own actions or failure to act.
- 9) This Agreement shall expire on April 30, 2026, but shall automatically renew for subsequent one (1) year terms (through the subsequent April 30) unless terminated as set forth herein. Either party may terminate this Agreement for any reason or no reason at all upon 5 days written notice. If the City terminates the Agreement due to a violation arising under Section 7 above, no notice is necessary and this Agreement may be immediately terminated. In the event the Agreement is terminated prior to its term, Inspector shall only be entitled to a prorated portion of his/her annual inspection flat fee.
- 10) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 11) The Agreement may not be modified or amended without the written consent of the City and the Inspector.
- 12) If any portion of this Agreement is deemed invalid or ineffective by a court of competent jurisdiction, such provision or portion shall be ineffective only to the extent of said invalidity without invalidating or affecting the remainder of such provision or remaining provisions of the Agreement.

Dated:

By: John P. Adee

By: City of Belvidere

By: _____

By: _____
Mayor

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

Minimum Insurance required of all contractors and vendors:

Comprehensive General Liability:

Bodily Injury	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage	\$ 500,000 each occurrence Or \$1,000,000 combined single limit \$3,000,000 aggregate limit

Combined Form
Premises – Operations
Explosion Collapse Hazard
Underground Hazard
Products/Completed Operations
Contractual Insurance
Broad Form Property Damage
Independent Contractors

Automobile Liability:

Bodily Injury	\$ 500,000 each person \$1,000,000 each accident
Property Damage	\$ 250,000 or \$1,000,000 combined single limit

Worker's Compensation:

- A. Statutory
- B. Employer's Liability: \$1,000,000

Certificates of Insurance must be provided to the City listing the City of Belvidere as an additional insured.

INDEMNIFICATION – Indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part

by a negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or any of its agents or employees of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way, by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts. The obligation of the contractor shall not extend to the liability of the City or its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the City, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

MEMO

DATE: April 3, 2026
TO: Mayor and Members of the City Council
FROM: Gina DelRose, Community Development Planner
SUBJECT: 1014 Irene Road Annexation

The approximately 13-acre property located at the southeast corner of Hawkey Drive and Irene Road is part of the Belford Industrial Park which was platted under the jurisdiction of Boone County in 1974. Five other properties within the subdivision have annexed into the City since 2001 in order to connect to municipal services.

The applicant is requesting to annex into the City so that they may relocate their business to the subject property and expand their footprint.

Attached is a proposed annexation agreement that the property owner has found acceptable. I recommend that the Committee of the Whole forward to City Council an ordinance approving the proposed annexation agreement as well as an ordinance annexing the approximately 13-acre commonly known as 1014 Irene Road (PIN: 05-32-200-042).

Recommended Motions:

- 1) A motion to approve the annexation agreement between the City of Belvidere and Mark Rush relating to 1014 Irene Road, Belvidere, IL 61008.
- 2) A motion to annex the territory consisting of 1014 Irene Road, Belvidere, IL 61008.

Please note that both will come back as separate ordinances. The annexation agreement will also require a public hearing.

ANNEXATION AGREEMENT

This Agreement is made and entered into _____, _____,
by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County,
Illinois (The "City") and Rush Power Systems, LLC ("Owner(s)).

WITNESSETH:

Whereas, The Owner(s) are holders of the title to parcel(s) of property located in
unincorporated Boone County, which property is legally described upon Exhibit "A" attached
hereto and as shown on the Annexation Plat as Exhibit "B" attached hereto and referred to herein
as "the Property;" and

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

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

Whereas, the 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, a proposed Annexation Agreement, in substance and form the same as this
Agreement, was submitted to the City by Owner(s) and Developer 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 Owner(s) of the Property recognize the rapid industrial growth impacting the City of Belvidere and wish to take advantage of that growth by having an industrial zoned property ready for future development; and

Whereas, the Owner(s) of the Property desire to annex the Property to the City and provide for industrial zoning to allow them to marshal the Property for future Industrial Development; and

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

Whereas, the Owner(s) desires that the Property be re-zoned the 'Planned Industrial' (PI) zoning district upon annexation to the City with approval of Planned Development as set forth in Exhibits K and L; and

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

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

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

Whereas, Owner(s) acknowledge 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(s), and City hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
2. Annexation. Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City. Promptly after this Agreement is fully executed, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement.
3. City Zoning. Upon annexation, Owner(s) agrees that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. Upon annexation, the City will cause the Property to be re-zoned to the Planned Industrial (PI) zoning district. The City agrees to approve a Planned Development as set forth in Exhibits K and L. 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. The City will allow Owner(s) to extend and connect to the City-operated sanitary sewer system according to the preliminary design plan and specifications shown on the attached Exhibit D which is incorporated herein. Prior to commencing construction, Owner(s) will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner(s) shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, 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. Owner(s) further agrees that, prior to any final plat approval, Owner(s) shall cause the Property to be disconnected from the Boone County Sanitary District, if necessary. The City shall not be obligated to issue any final plat until said disconnection is obtained.

5. Water Service. The City will allow Owner(s) to extend and connect to the City-operated water main system according to the preliminary design plan and specifications shown on the attached Exhibit F which is incorporated herein. Prior to commencing construction, Owner(s)

will submit final engineering plans for review and approval by the City's Department of Public Works (Public Works) and the Illinois Environmental Agency (IEPA). If necessary, the City shall execute IEPA permits for the extension of municipal utilities, after submittal of the final engineering plans to Public Works with the understanding that the execution of said applications shall not be considered as approval of the final engineering plans. Owner(s) shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, 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. Owner(s) shall do all steps necessary to disconnect the Property from any other unit of local government providing water service.

6. Signage. Owner(s) shall not erect, construct or allow another to erect or construct any sign of any nature at any location on the Property except as permitted by the Belvidere Municipal Code and this Agreement.

7. 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. The Owner(s) shall be allowed to seek final plat approval (provided the Final Plat comports with the Preliminary Plat) for those portions of the Property, and shall not be required to submit a Final Plat of the Property as one unit, but may submit for approval in accordance with the ordinances of the City and in conformance with the phasing plan as approved by the City. Approval of this Annexation Agreement shall not be construed or interpreted as an approval of any Preliminary Plat or the Final Plat of Subdivision.

A. The Owner(s) further agrees that no lot lines 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.

B. Owner(s) agrees that the any future subdivision of the Property will be developed as a Planned Development as set forth in the City of Belvidere Municipal Code. Upon future subdivision, any structure construction or development upon the Property shall only occur in conformance with a Planned Unit Development to be submitted to the City by Owner(s) and only after approval by the City. The Property shall not be divided or combined utilizing a Plat Act Affidavit (765 ILCS 205/1(b)). The zoning deviations identified in this Agreement shall be permitted by the City as a part of any future Planned Development.

C. Owner(s) agrees that, notwithstanding anything else in this Agreement, and notwithstanding any prior approval of any preliminary plat, the City Council may deny any final plat approval if it determines that the proposed development would be contrary to the public health or welfare.

D. Except as otherwise provided in this Agreement, Owner(s) shall construct and complete all Public Improvements required by this Agreement, those bonded and required by the City's subdivision control ordinance and any other public improvements, including, but not limited to, sidewalks, streets, street lighting, and sewer and water mains, within eighteen (18) months of approval of a final plat of subdivision or planned development, or if none, within eighteen (18) months of the execution of this Agreement. At such time as Owner(s) believes that all public improvements are ready to be dedicated to the City, or that portion of public improvements within

any final plat, representatives of the City and Owner(s) shall meet and inspect the public improvements to be dedicated and shall create a punch list of those items to be completed or corrected prior to acceptance of the public improvements by the City. These punch list items shall be completed within sixty (60) days from the date of the inspection. If all public improvements are not completed within the eighteen-month period, or the punch list items are not completed to the City's satisfaction within sixty days of the inspection, the City may deny any future building permits for any property within the Annexed Property and/or withhold approval of any additional final plat until such time as the Public Improvements are completed and accepted by the City. This remedy is cumulative, in addition to, and distinct from any other remedy the City may have, including but not limited to, remedies under any bond or letter of credit and the remedies contained in Section 16 of this Agreement

8. Drainage. Owner(s) shall provide detention and storm water management as required by the City's Zoning and Subdivision Control Ordinances and any other Federal, State or local law or regulation.

9. Off-Site Improvements. All off-site improvements shall comply with the Belvidere Municipal Code, including but not limited to the Subdivision Ordinance and any other directives from the City and shall be constructed in accordance with the specifications and preliminary design plan shown on the attached Exhibit "I" which is incorporated herein and any approved final plat. Prior to commencing construction, Owner(s) shall submit final engineering plans for review and approval to the Department of Public Works and, if abutting a state road, to the Illinois Department of Transportation or any other government agency having jurisdiction and control over said road. Owner(s) shall not commence construction until final engineering plans are approved by Public Works and all other applicable agencies.

10. Fees.

A. 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 J which is incorporated herein by reference. Owner(s) agrees that the public entity receiving a cash payment and/or donation as identified on Exhibit J may use the cash and/or donation for any public purpose. Owner(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.

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.

11. Legal, Engineering, and Planning Costs. Owner(s) agrees to reimburse the City for reasonable attorneys' fees, planning consultants, engineering consultant's fees and costs and any other professional costs incurred by the City in connection with the annexation, Annexation Agreement, zoning, platting and development of the Property including, but not limited to the time of in-house staff. Similarly, Owner(s) agrees to pay the City's costs of enforcing this agreement

or any applicable zoning ordinance or other City ordinance or code with respect to the development of the Property, including but not limited to the City's reasonable attorneys' fees, consultants' fees and other professional costs incurred in said enforcement.

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

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

14. Maintenance:

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

of such maintenance, accepting any claims solely arising from willful or wanton actions by the City. Reimbursement shall be made within 30 days of demand.

B. General Maintenance. Until the streets in any platted phase of the Property are dedicated to and accepted by the City, it shall be the responsibility of the Owner(s)/Builder and/or Developer to regularly remove all rubbish, refuse, building materials, mud soil and other debris, from the streets, police and remove all construction debris blown offsite on adjoining property, and leave the streets in a clean state, free of any such refuse, building materials, mud, soil or other debris, at the end of construction activities on each day. All property and premises shall be maintained in a clean, safe and sanitary condition free of the accumulation of any debris, rubbish, discarded building materials and other items. Building materials to be used in the construction of a building may be stored upon the lot upon which the building is to be erected. However, the building materials shall only be stored in a safe, clean and orderly manner. The Owner(s)/Builder and/or Developer shall place the entire property, including but not limited to any lot under construction, in a safe, clean and orderly manner at the end of each construction day. If, in the City's discretion, the developer, Owner(s) and/or builder fails to comply with this Section, the City may withhold future building permits, anywhere in the City, for the entity holding title to the property which is not in compliance and/or the City may issue a stop work order upon the property in question until such time as this Section is complied with. The City may, in its sole discretion, remedy a violation of this section by cleaning streets and/or removing debris, at the Owner(s) cost. The cost of said abatement shall be a lien on the Property. The remedies contained in this Section are in addition to and not exclusive of any other remedy the City may have under this Agreement or at law or in equity.

15. Ordinances. The Owner 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. Owner(s) agrees to dedicate or deed to the City public improvements as requested by the Public Works Director.

16. Remedies. Either party may enforce this Agreement by any action or proceeding at law or in equity, and may exercise any remedy at law or in equity. The parties agree that any action relating to this Agreement shall be brought in the Circuit Court for the 17th Judicial Circuit Boone County, Illinois and both parties submit to jurisdiction and venue in that Court. Notwithstanding the foregoing, before any failure of either party to this Agreement to perform its obligations under this agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice. Notwithstanding the foregoing, 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, or if the appropriate deposit is not deposited, withhold approval of any annexation, plat of subdivision, or special use until said deposit is delivered.

17. Amendment. The parties agree that this Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by adoption of a resolution by the City approving said amendment as provided by law, and the execution of said amendment by the parties or their successors in interest. Provisions which vary the standard terms of this

Agreement are located in Exhibit "K" which is incorporated herein and shall contain a separate signature of the parties.

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

19. 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.

20. 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: Rush Power Systems LLC
 1981 Belford North Dr.
 Belvidere, IL 61008

With a Copy to: Natalie Hyser Barber
 Tobin, Ramon & Barber

530 S. State Street
Belvidere, IL 61008

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.

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

22. 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.

23. 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 to record this Agreement at the Boone County Recorders office immediately upon its execution.

24. Term of Agreement. This agreement shall be binding upon the Parties and their respective successors and assigns for the term of thirty years, commencing as of the date hereof,

and for such further term as may hereinafter be authorized by statute or by ordinance of the City. The Parties acknowledge and agree that the thirty-year term is in derogation of state law as applied to non-home rule units and that the thirty-year term is being agreed upon pursuant to the City's powers as a home rule unit of government. In the event that a court of competent jurisdiction rules that the City lacks authority for a greater than twenty-year annexation agreement then the statutory term of twenty years shall be applied.

25. 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.

26. Disconnection. If the property fails to become annexed to the City for any reason or if the property is annexed into another municipality, the City shall have the right to immediately, without notice, disconnect the sanitary sewer service and the water service permitted under this agreement. Failure of the City to promptly disconnect such service does not constitute a waiver of this provision. Furthermore, Owner(s), 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.

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

CITY:
City of Belvidere,
an Illinois Municipal Corporation

By: _____
Mayor Clinton Morris

ATTEST:

City Clerk

OWNERS:
Rush Power Systems LLC.

By: _____
Mark C. Rush III, Its Manager

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

Notary Public

EXHIBIT LIST

A) LEGAL DESCRIPTION

B) ANNEXATION PLAT

C) SITE PLAN & LANDSCAPE PLAN

D) PRELIMINARY SEWER DESIGN PLAN

E) SEWER FEES

F) PRELIMINARY WATER DESIGN PLAN

G) WATER FEES

H) PRELIMINARY PLAT

I) OFF-SITE ROAD IMPROVEMENTS

J) EXACTION FEE SCHEDULE

K) ADDENDUM OF MODIFICATIONS TO STANDARD AGREEMENT

L) **ZONING**

EXHIBIT A
LEGAL DESCRIPTION
AND PLAT OF ANNEXATION

Part of Lot 12 and part of Lot 13 as designated upon the Plat of Belford Industrial Park being a subdivision of part of the East 1/2 of Section 32 and the West 1/2 of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, the Plat of which subdivision is recorded in Book 12 of Plats on Pages 30 and 31, as document number 74-738 in the Recorder's Office of Boone County, Illinois bounded and described as follows, to-wit: Beginning at the southwest corner of said Lot 13; thence North 00 degrees 04 minutes 40 seconds West, along the west line of said Lots 13 and 12, a distance of 924.26 feet to the northwest corner of said Lot 12; thence North 89 degrees 07 minutes 50 seconds East, along the north line of said Lot 12, a distance of 528.00 feet; thence South 00 degrees 01 minutes 54 seconds East, 330.06 feet to its intersection with the north line of said Lot 13; thence North 89 degrees 07 minutes 50 seconds East, along the north line of said Lot 13, a distance of 267.36 feet; thence South 00 degrees 04 minutes 09 seconds East, 384.26 feet to its intersection with the south line of said Lot 13; thence South 74 degrees 23 minutes 30 seconds West, along the south line of said Lot 13, a distance of 825.11 feet to the point of beginning; situated in the County of Boone and the State of Illinois. Containing 12.934 Acres.

PIN: 05-32-200-042

EXHIBIT B ANNEXATION PLAT

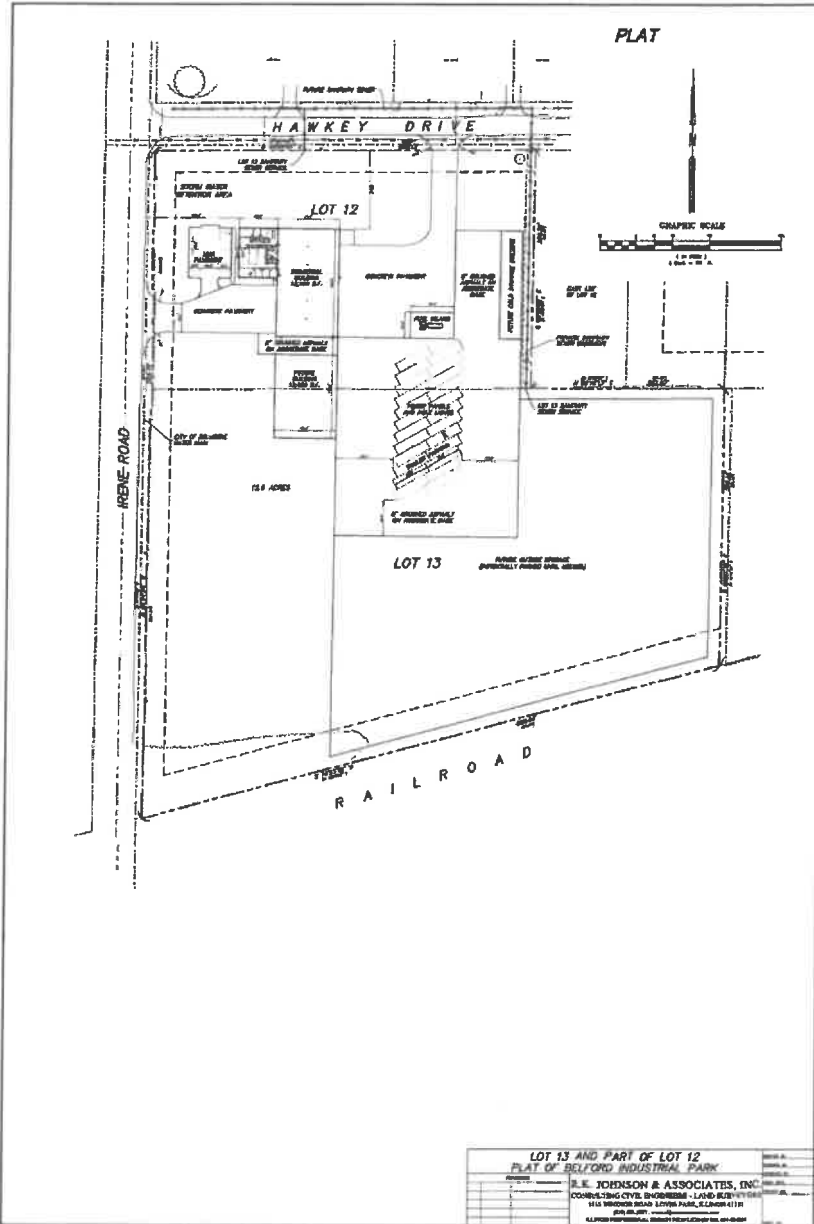
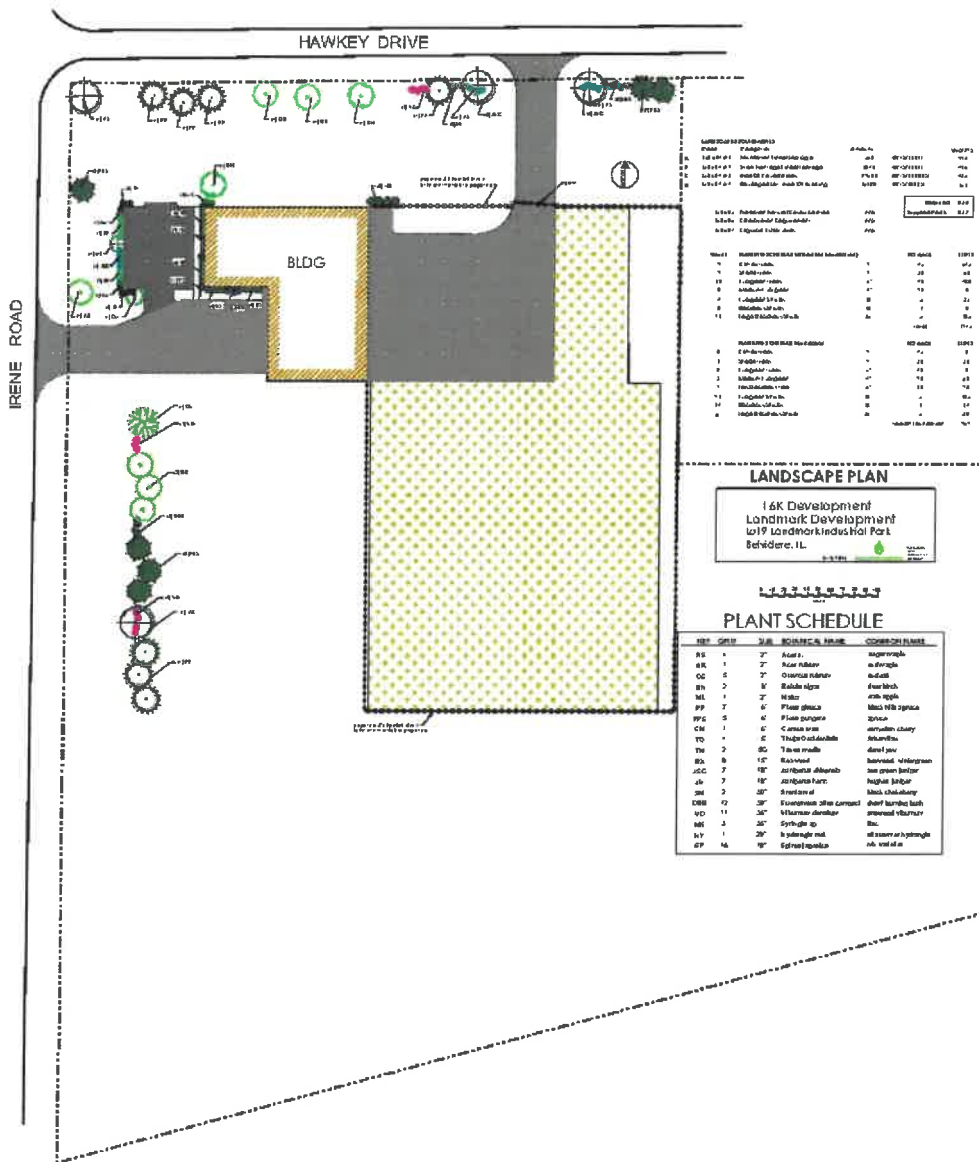


EXHIBIT C SITE PLAN



LANDSCAPE PLAN

1.6K Development
Landmark Development
1919 Landmark Industrial Park
Belvidere, IL

1 2 3 4 5 6 7 8 9 10 11

PLANT SCHEDULE

REF.	QTY	SIZE	SCIENTIFIC NAME	COMMON NAME
1A	1	2"	Acacia	silverwattle
1B	1	2"	Albizia	silkworm
1C	5	2"	Oenothera biennis	black-eyed susan
1D	2	2"	Buddleia alternifolia	fourth year
1E	1	2"	Wisteria	orchid tree
1F	2	2"	Platanus	London plane
1G	5	2"	Platanus	London plane
1H	1	2"	Cornus	dogwood
1I	1	2"	Thuja	arborvitae
1J	2	2"	Thuja	arborvitae
1K	2	2"	Thuja	arborvitae
1L	2	2"	Thuja	arborvitae
1M	2	2"	Thuja	arborvitae
1N	2	2"	Thuja	arborvitae
1O	2	2"	Thuja	arborvitae
1P	2	2"	Thuja	arborvitae
1Q	2	2"	Thuja	arborvitae
1R	2	2"	Thuja	arborvitae
1S	2	2"	Thuja	arborvitae
1T	2	2"	Thuja	arborvitae
1U	2	2"	Thuja	arborvitae
1V	2	2"	Thuja	arborvitae
1W	2	2"	Thuja	arborvitae
1X	2	2"	Thuja	arborvitae
1Y	2	2"	Thuja	arborvitae
1Z	2	2"	Thuja	arborvitae

EXHIBIT D

PRELIMINARY SEWER PLAN

- 1) Prior to, or in conjunction with, any development or construction of a structure on the Property, Owner(s) shall extend sanitary sewer to the southeast corner of Hawkeye Drive and Irene Road Boone County, Illinois, at Owner(s)' expense, in accordance with State Law, the City of Belvidere Municipal Code and the reasonable requirements of the City of Belvidere Public Works Department, including but not limited to, sizing requirements sufficient to allow use by future users and appropriate connections for Lot 12 as shown on Exhibit B. Prior to commencing construction of any portion of the Sanitary Sewer extension, Owner(s) shall provide to the City for the City's review and approval preliminary and final engineering plans for the sanitary sewer extension. Construction of the sanitary sewer extension shall not commence prior to City approval of the preliminary and final engineering plans. Upon completion, and approval by City, Owner(s) shall dedicate to the City the sanitary sewer main and an easement reasonably required for its maintenance and replacement.
- 2) Prior to issuance of any building permit, Owners(s) shall also dedicate a 12-foot utility easement from the newly constructed sewer main, as set forth above, southerly across the purported Lot 12 as shown on Exhibit B to the purported Lot 13 as shown on Exhibit B for the benefit of Lot 13. The easement shall allow for the construction, operation and maintenance of utilities to service the purported Lot 13 in the future and shall benefit lot 13. Owner(s) shall grant any necessary temporary construction easements to install said utilities at the time of their construction. As a part of constructing the sanitary sewer main identified in the first paragraph of this Exhibit, Owner(s) shall install a connection stub and clean out at the northerly limit of the utility easement herein described for purposes of connecting sanitary sewer for the purported Lot 13 in the future.
- 3) Upon acceptance of the sanitary sewer main described in paragraph 1 above, the City agrees to enter into a mutually acceptable recapture agreement by which Owner(s) may recover up to 50% of the cost of the sanitary sewer main. The recapture will only burden the properties north of and adjacent to the sanitary sewer main as extended by Owner(s).

EXHIBIT E

SEWER FEES

Owner shall pay the applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of issuance of any building permit.

EXHIBIT F
PRELIMINARY WATER DESIGN PLAN

NOT APPLICABLE

EXHIBIT G

WATER FEES

Owner shall pay applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of issuance of any building permit.

EXHIBIT H
PRELIMINARY PLAT
NOT APPLICABLE

EXHIBIT I

OFFSITE IMPROVEMENTS

Other than Sanitary Sewer extensions provided for above, no offsite improvements are anticipated for the development of the Property as provided for within this Agreement. If offsite improvements become necessary to develop the Property, Owner(s) shall be solely responsible for the entire cost of design, engineering and construction of such offsite improvements. Owner(s) will dedicate such offsite improvements to the City of Belvidere, or its designee, upon request.

EXHIBIT J

EXACTION FEE SCHEDULE

The fees identified in this Exhibit, as well as other fees identified in this Agreement, represent the fees in effect at the time of annexation. The Parties agree that the Owner, its assigns and successors shall pay the identified fees at the time of final plat approval at the then current rates, or, if the City agrees, at the time of building permit at the then current rates. Owner further agrees that the cash payment and /or donation represents a voluntary payment and/or donation, which is contractual in nature and is an agreed upon condition of annexation and this Agreement. Owner, its successors and assigns therefore waive any defenses with respect to these fees, and any other fees identified in this Agreement, and further agrees not to challenge these fees at a later date. Owner agrees that, while these fees are agreed to as a part of a contractual obligation to induce the City to execute this Agreement, the fees may also serve to offset the proposed development's impact on the applicable entity, that the impact is uniquely and directly attributable to the proposed development and that the amount of the payment and/or donation is appropriate given the anticipated impact of the development. The City agrees that the Land Cash Fees imposed pursuant to paragraphs 6, 7 and 8 below shall be waived with the exception of any portion of the Property developed as residential.

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

**CITY OF BELVIDERE
PARK IMPACT FEE FORMULA**

6.25 Acres per 1,000 population
0.00625 Acres Per Person

Land Value Per Acre \$120,000.00

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

BELVIDERE SCHOOL DONATION FORMULA

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

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

STUDENT RATIO/UNIT

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

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

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

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

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

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

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

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

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

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

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

CURRENT

**POLICE FIRE PUBLIC WORKS
ANNEXATION IMPACT FEES**

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

POPULATION 23532
Persons per dwelling 2.932

RESIDENTIAL DEVELOPMENT

I. POLICE

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

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

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

II FIRE

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

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

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

III PUBLIC WORKS

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

Total Expenditures / Population = Cost Per Person
\$2,696,932.00 / 23,532.00 = \$114.61

CPP x PPD **PUBLIC WORKS IMPACT FEE**
\$336.03 per 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
Apartments					
1 Bedroom	1.758	0.012	0.021096	\$20,700.00	\$436.69
2 Bedroom	1.914	0.012	0.022968	\$20,700.00	\$475.44
3 Bedroom	3.053	0.012	0.036636	\$20,700.00	\$758.37
Single Family Attached					
1 Bedroom	1.193	0.012	0.014316	\$20,700.00	\$296.34
2 Bedroom	1.99	0.012	0.02388	\$20,700.00	\$494.32
3 Bedroom	2.392	0.012	0.028704	\$20,700.00	\$594.17
4 Bedroom	3.145	0.012	0.03774	\$20,700.00	\$781.22
Single Family Detached					
2 Bedroom	2.017	0.012	0.024204	\$20,700.00	\$501.02
3 Bedroom	2.899	0.012	0.034788	\$20,700.00	\$720.11
4 Bedroom	3.764	0.012	0.045168	\$20,700.00	\$934.98
5 Bedroom	3.77	0.012	0.04524	\$20,700.00	\$936.47

EXHIBIT K

MODIFICATIONS TO STANDARD AGREEMENT

GENERAL MODIFICATIONS

1. The City and Owner(s) agree that Water recapture fees in the amount of \$261,317.73 (the Recapture Fee) are owed as a condition of annexation and of connecting to the City's potable water system pursuant to Ordinance 675H. Notwithstanding any other provision in this Agreement, the parties agree that Owner(s) shall pay the Recapture Fee prior to issuance of any final certificate of occupancy for the Property. The City may deny any certificate of occupancy or any other permit or license until the Recapture Fee is paid in full.

2. The City and Owner(s) agree to enter into a mutually acceptable recapture agreement, or the City may adopt a recapture ordinance, to recapture $\frac{1}{2}$ of the cost of sanitary sewer main extension described in Exhibit D. The benefited property subject to recapture pursuant to such recapture agreement shall be the property immediately north of the Property (PIN 05-32-277-0010).

SPECIAL USE (PUD) & ZONING (PI) MODIFICATIONS

3. The City and Owner(s) agree that the sidewalk(s) requirement of Section 151.41(e)(2), 151.65(1) of the City of Belvidere Subdivision Code and Section 98-22 of the Municipal Code shall be waived.

4. The City and Owner(s) agree that Owner(s) may delay street frontage landscaping required by Section 150.604(2) along that portion of Lot 13 adjacent to Irene Road until development of that Lot. The City and Owner(s) agree that the landscaping does not required to be placed within its categorized area so long as the total amount of landscaping points for the overall site is met. The landscaping planted along the rights-of-way adjacent to the outdoor storage area may be used to meet the required bufferyard landscaping points. Landscaping shall be installed in substantial compliance with the Landscape plan approved by the Planned Development Special Use.

5. The City and Owner(s) agree that outdoor storage, as defined and regulated in Section 150.204(E)(2) of final product shall be allowed only on that portion of Exhibits C and L identified for outdoor storage. All outdoor storage shall be at ground level only and no racking systems or elevated storage shall be permitted. The City and Owner(s) agree that crushed asphalt shall be allowed for outdoor storage area(s). Owner(s) shall prevent any leaching or spilling of any fuels or other liquids or materials which may be detrimental to the environment though the use of appropriate catch basins as necessary.

6. The City and Owner(s) agree that the occasional outdoor testing of power equipment shall be allowed. Owner(s) shall comply with the City of Belvidere Municipal Code pertaining to nuisance and noise standards.

7. The Parties agree that section 150.105(C)(7) allows Cultivation in the Planned Industrial District but limits the area of Cultivation to 20% of an applicable lot. Owner(s) shall be permitted to exceed the 20% lot area restriction set forth in Section 150.04(B)(1) with respect to Lot 13 only. Upon issuance of a building permit for a primary use on Lot 13, cultivation shall cease and crops removed in a timely manner and before any construction. Owner(s), or its employees and agents, shall only operate machinery, including but not limited to, planters, pickers, fertilizer spreaders, tractors or combines, between the hours of 8:00 a.m. and 8:00 p.m. Cultivation shall not occur within any platted right-of-way or any easement area benefiting the City of Belvidere. Further, cultivation shall not occur within five (5) feet of any lot line. Owner(s) agree to indemnify, defend and hold the City, its officials and employees harmless from any claim or damage of any kind or nature, whether property damage, personal injury or death that occurs as a result of Owner(s) or its agents or employees' activities related to the permissive cultivation under this Agreement. Owner(s) shall, immediately, upon demand by the City, repair any damage to any City property or structures caused by Owner(s) activities permitted under this Agreement, including but not limited to City streets, water or sewer systems and appurtenances thereto. Owner(s) shall promptly repair any damage to any private property caused by Owner(s) activities permitted under this Agreement. This Section is specific to the City of Belvidere and Rush Power Systems LLC and pertains only to Lot 13. This Section permitting Cultivation on Lot 13 shall not run with the land and may not be assigned by either Party hereto. Upon the sale or transfer of Lot 13 (excepting a transfer to a wholly owned subsidiary or sister company of Rush Power Systems LLC the cultivation permissions under this Section shall terminate and any cultivated crops shall be promptly removed and Lot 13 restored to a condition suitable for planned Industrial development.

8. The City and Owner(s) agree that the may exceed 35 feet (150.702(j)) but not to exceed 40 feet in width and driveway flares not to exceed 110 feet.

9. The City and Owner(s) agree that Owner(s) may install and maintain native prairie plantings, reasonably acceptable to the City's Public Works Director, on Lot 13. All such plantings shall be maintained as reasonably required by the Public Works Director. Sections 118-132 and 118-134 of the City's Municipal Code shall not apply to Lot 13 so long as Owner(s) comply with this Section K(9).

REMAINDER OF PAGE INTENTIONALLY BLANK

City: City of Belvidere,
an Illinois Municipal Corporation

by: _____
Mayor

ATTEST:

City Clerk

OWNERS: Rush Power Systems, LLC

By: _____
Mark C. Rush III, Its Manager

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

Notary Public

EXHIBIT L

WE WILL INSERT THE ACTUAL PD ORDINANCE HERE.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/2/2026
Re: Tornado Sirens 2026 Maintenance Agreement – Braniff Communications

Attached is the proposal from Braniff Communications for the 2026 maintenance of the Tornado Warning Siren System. The maintenance agreement covers all nine sirens.

The following is a comparison of costs from previous agreements:

<u>2023 Cost</u>	<u>2024 Cost</u>	<u>2025 Cost</u>	<u>2026 Cost</u>
\$6,030.00	\$6,300.00	\$6,690.00	\$7,110.00

I would recommend approval of the 2026 Outdoor Warning Siren System annual preventative maintenance agreement with Braniff Communications in the amount of \$7,110.00. This cost will be paid for from Line Item #01-5-240-7900.



*Your Turn-Key Project Source for Audible and Visual Emergency Alerting,
Notification and Communications Systems*

April 1, 2026

DC Dan Smaha
City of Belvidere
401 Whitney Blvd
Belvidere, IL 61008

**RE: Outdoor Warning Siren System Annual Preventative Maintenance Agreement
Renewal - Agreement No.: PMA-050191B**

Dear DC Smaha:

Please find enclosed our Invoice #0036603 itemizing the renewal of our Preventative Maintenance Agreement for the Outdoor Warning Siren System in the City of Belvidere for the period from May 1, 2026 thru April 30, 2027. This will continue your coverage of your existing sirens for a period of one (1) year. We will continue our maintenance program as outlined on the enclosed Agreement and Addendum A documents.

Please sign both copies of the enclosed Agreement, as well as the applicable Addendum(s), retain one (1) signed original for your records and return one (1) signed original with a check or purchase order if required, no later than April 30, 2026 so that your coverage will not be interrupted. In the event we do not receive the signed agreement renewal prior to April 30, 2026, the agreement will expire and any requested service to the siren system will be performed on a time and material basis until the agreement is renewed.

On behalf of Braniff Communications, Inc., I would like to thank you for granting our firm the opportunity to provide the City of Belvidere with the enclosed Maintenance Agreement renewal and extend our sincerest interests in assisting you with the long-term future support and maintenance of the Outdoor Warning Siren System equipment. We truly appreciate your business.

Should you have any questions or if Braniff Communications, Inc. can offer any further assistance, please don't hesitate to contact us at your earliest convenience.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jeffrey M. Ryba', is written over a horizontal line.

Jeffrey M. Ryba
President

Encl.

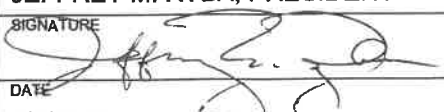
BRANIFF COMMUNICATIONS, INC.
 4741 W. 136TH ST., CRESTWOOD, ILLINOIS 60418
 VOICE: (708) 597-3200 FAX: (708) 597-3307

AGREEMENT NO.: PMA-050191B
OUTDOOR WARNING SIREN SYSTEM
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

CUSTOMER NAME CITY OF BELVIDERE			AGREEMENT DATE: 4/1/2026		AGREEMENT TYPE <input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEWAL		
BILL TO ADDRESS 401 WHITNEY BLVD			AGREEMENT COVERAGE PERIOD 5/1/2026 - 4/30/2027				
CITY BELVIDERE		STATE IL	ZIP CODE 61008		MAINTENANCE INSPECTION INTERVAL <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> OTHER		
ADMINISTRATIVE CONTACT NAME DC DAN SMAHA		PHONE 815-547-5210	FAX		SERVICE TYPE/COVERGAGE <input type="checkbox"/> T&M <input checked="" type="checkbox"/> AGREEMENT		
INSPECTION REPORT CONTACT NAME ERICA BLUEGE			APPLICABLE ADDENDUMS <input type="checkbox"/> NONE <input checked="" type="checkbox"/> ADDENDUM A <input type="checkbox"/> ADDENDUM B				
INSPECTION REPORT CONTACT E-MAIL CITYCLERK@CI.BELIVEDERE.IL.US			MAINTENANCE TO BE PERFORMED BY THE FOLLOWING FACILITY	NAME BRANIFF COMMUNICATIONS, INC.			
				ADDRESS 4741 WEST 136TH STREET			
CITY CRESTWOOD		STATE IL		ZIP CODE 60418			
CONTACT SERVICE DEPT.		PHONE 708-597-3200		FAX 708-597-3307			

QTY.	MODEL DESCRIPTION AND SITE LOCATION	PER UNIT	EXTENDED
9.00	FEDERAL SIGNAL 2001 SERIES, AC/DC OPERATED, OUTDOOR WARNING SIRENS COMPLETE WITH ALL RELATED POLE-MOUNTED SIREN MOTOR/RF CONTROLS AND ELECTRICAL DISTRIBUTION EQUIPMENT, INCLUDING BATTERIES, AT THE FOLLOWING SITE LOCATIONS: MAIN & PERRY (BOONE COUNTY COURTHOUSE) GENOA ROAD & PERSSONS WYCLIFF ESTATES ON GENOA RD. NEWBURG WATER TREATMENT PLANT 900 CRYSLER DRIVE LAKE SHORE & HIGHLINE NEWBURG @ IMRON BONUS AVENUE WATER BEND DR. & RUSTIC WATERS CT.	\$790.00	\$7,110.00
TOTAL AMOUNT OF MAINTENANCE AGREEMENT			\$7,110.00

PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

CUSTOMER AGENT / REPRESENTATIVE (PRINT NAME)	BRANIFF COMMUNICATIONS, INC. JEFFREY M. RYBA, PRESIDENT
SIGNATURE	SIGNATURE 
DATE	DATE 4/1/2026

TERMS AND CONDITIONS

This Maintenance Service Agreement, (this Agreement), is between BRANIFF COMMUNICATIONS, INC., a corporation, ("BRANIFF") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreement herein contained, BRANIFF and the CUSTOMER agree as follows:

1.) Subject to the terms and provisions of this Agreement, BRANIFF, hereby agrees to maintain and service equipment, (the OUTDOOR WARNING SIREN EQUIPMENT), described on the reverse side of this Agreement including the referenced and/or attached Addendum(s) beginning and ending on the dates indicated.

2.) CUSTOMER hereby agrees to pay BRANIFF the total of annual charge(s) set forth on the reverse side for the term of this Agreement in one or more annual payment(s), due on the date(s) hereof. In addition CUSTOMER shall pay for any applicable sales, use, excise or other taxes, if any, which may be imposed upon the furnishings of parts, components or services pursuant to this Agreement. In cases where the CUSTOMER is exempt from such taxes, an exemption certificate must be furnished by CUSTOMER.

3.) After the term of this Agreement, this Agreement may be renewed by mutual agreement of the parties, in writing. BRANIFF shall have the option to change and/or revise annual charges for the Agreement renewal and shall notify CUSTOMER of such revisions within thirty (30) day written notice from end of the Agreement term.

4.) BRANIFF shall perform its obligation hereunder during normal business hours at the location(s) of the equipment as provided by the CUSTOMER and indicated on the reverse side of this Agreement in accordance with the referenced and/or attached Addendum(s) of this Agreement as outlined on our inspection reports pertaining to each siren.

5.) The service to be performed by BRANIFF hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage as outlined on referenced and/or attached Addendum(s), but shall not include interface equipment or, in the instance of radio products, antennas, external microphones and other accessory items. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including but not limited to misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BRANIFF.

6.) BRANIFF'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement herein above set forth. In the event of any breach of such obligation by BRANIFF, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BRANIFF the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BRANIFF be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or the site where the EQUIPMENT is installed. This limitation on the liability of BRANIFF shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the EQUIPMENT.

7.) BRANIFF shall perform its obligation hereunder at the sites as designated by the CUSTOMER. The CUSTOMER shall be responsible for providing access to the EQUIPMENT as well as providing a safe and suitable working site, and shall be responsible for additional costs or expenses incurred by BRANIFF in performing services at such site(s), including, but not limited to transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreement or other requirements affecting such work site(s).

8.) Any item of the EQUIPMENT which is not new or which has not been subject to a maintenance service agreement with BRANIFF immediately prior to this Agreement shall be inspected by BRANIFF at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event that BRANIFF is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT herein above specified, and in addition, CUSTOMER shall pay BRANIFF its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.

9.) BRANIFF warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is being serviced. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BRANIFF within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.

10.) BRANIFF shall use reasonable diligence to perform its obligation hereunder on a commercially timely basis but subject to delays or failure resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, weather conditions, and other causes beyond its reasonable control. Performance by BRANIFF is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.

11.) BRANIFF shall be responsible for all loss of or damage to the EQUIPMENT while in the possession of BRANIFF and CUSTOMER shall be responsible for all loss of or damage to the EQUIPMENT while in transit to or from BRANIFF'S Service Shop designated pursuant to this Agreement. Notwithstanding the foregoing, unless otherwise instructed by CUSTOMER, BRANIFF shall insure return shipments of the EQUIPMENT to CUSTOMER for not less than replacement value thereof and the cost of such insurance shall be billed to and paid for by the CUSTOMER.

12.) CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BRANIFF as herein above set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.

13.) This Agreement may be terminated: (i) by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving the other party ninety (90) days advance written notice of its intent to terminate; or (ii) by CUSTOMER upon giving BRANIFF written notice thereof within 15 days after BRANIFF shall have designated a different service facility pursuant to paragraph 3 hereof. Upon the effective date of any such termination all rights and obligations hereunder shall cease and terminate except that: (i) BRANIFF shall complete all services herein required of it with respect to EQUIPMENT theretofore delivered to BRANIFF and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BRANIFF; and (iii) BRANIFF shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance services to have been rendered by BRANIFF subsequent to the effective date of termination.

14.) This Agreement constitutes the only agreement between BRANIFF and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understands, whether written or oral. This Agreement may not be amended or modified except in a writing signed by BRANIFF and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BRANIFF and CUSTOMER and no other party shall have any rights hereunder.

ADDENDUM A
AGREEMENT NO. PMA-050191B
OUTDOOR WARNING SIREN SYSTEM
PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

A.1 PREVENTATIVE MAINTENANCE INSPECTION INTERVAL AND COVERAGE

- A.1.1 Pricing itemized in this agreement includes an annual, on-site preventative maintenance inspection visit at each of the nine (9) warning siren sites in the City of Belvidere.
- A.1.2 Pricing itemized in this agreement includes all applicable travel time associated with the on-site, preventative maintenance inspections.
- A.1.3 In addition to the on-site preventative maintenance inspection(s), Braniff Communications, Inc. shall provide field service repair in the event of equipment failure(s) discovered during regular monthly testing of the system or other system testing and/or monitoring procedures and shall respond to such service requests within 72 hours, weather permitting. These repairs, caused by normal wear and tear and necessary to maintain the preparedness of the warning system, include all applicable travel and on-site repair labor. Also included, are all required minor replacement parts such as switches, relays, belts, fuses, semiconductors, or any minor part with a published list price of \$50.00 or less. The loss of electrical service power at the warning siren site is not a covered repair.
- A.1.4 This Preventative Maintenance Service Agreement does not include the replacement of major warning siren components, including the repair labor associated with the replacement of these components, including but not limited to;
- A.1.4.1 RF Siren Controller including FM Receiver, Tone Decoder and Timer
- A.1.4.2 Main Siren Horn Assembly
- A.1.4.3 Siren Chopper Motor Assembly
- A.1.4.4 Chopper Housing Assembly (T-1000/1003 & 2001 Series)
- A.1.4.5 Siren Rotator Motor/Gear Reducer Main Assembly
- A.1.4.6 Blower Motor/Pump/Housing Assembly (T1000/1003 Series)
- A.1.4.7 Pole-Mounted Enclosures, including Motor Controls and Battery Storage
- A.1.4.8 Treated Wooden Utility Pole / Galvanized Steel Pole.
- A.1.5 In the event of a non-covered repair, Braniff Communications, Inc. will submit a detailed labor and parts estimate of the repair cost in accordance to the rates itemized under items A.5 and A.6., and will delay such repair(s) until the City of Belvidere issues a repair purchase order. Such delay shall not interfere with the scheduled maintenance on the balance of the warning system.

A.2 WARNING SIREN SITE ACCESS

- A.2.1 The City of Belvidere shall be responsible to provide for, or facilitate, access by Braniff-owned vehicles including aerial bucket truck(s) and Service Van(s) at each warning siren site as required to perform the preventative maintenance inspection(s) or repairs.
- A.2.2 Site landscape restoration shall be incidental and is not provided for, nor included, in this agreement.

A.3 APPLICABLE MAINTENANCE INSPECTION SCHEDULE(S)

- A.3.1 Preventative maintenance inspections shall be performed in accordance with, as well as documented per, Braniff inspection schedule(s) #2001DC.

A.4 SIREN SYSTEM ACTIVATION CONTROL & STATUS MONITORING STATIONS

- A.4.1 Unless specified and listed on the Preventative Maintenance Service Agreement, any required or recommended equipment inspection and/or repair, including troubleshooting, training and re-alignment required at any applicable Municipal Police/Fire/EMA facility, and/or contracted dispatching agent's facility, should be referred to the equipment service provider under contract or shall be performed, by Braniff, in accordance to the rates itemized under items A.5 and A.6.

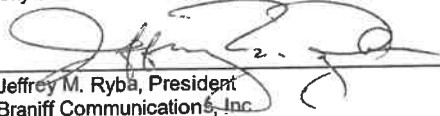
A.5 SERVICE LABOR RATES

- A.5.1 Warning siren site and/or activation control & monitoring station equipment repair, not covered under the Preventative Maintenance Service Agreement as listed under A.1 and A.4, shall be performed according to the labor rates listed herein.
- A.5.2 A Service Call or Travel Labor Charge of \$110.00 per hour shall apply to each hour of travel time and will be billed in ½ hour increments.
- A.5.3 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, a Field Service Technician / Service Van at a rate of \$175.00 per on-site hour billed in ½ hour increments.
- A.5.4 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, an Aerial Bucket Truck with Operator at a rate of \$225.00 per hour, portal to portal.
- A.5.5 Braniff Communications, Inc. shall supply, as required and requested by the City of Belvidere, an additional Field Service Technician at a rate of \$135.00 per hour, portal to portal.

A.6 PARTS / MATERIAL DISCOUNT AND PROCUREMENT

- A.6.1 Any required replacement parts, including replacement batteries, shall be furnished by Braniff Communications, Inc. at a discounted rate of 15% off published list price.
- A.6.2 Any proprietary parts that may be required, other than those manufactured by, or utilized by, Federal Signal Corporation, may be available for sale to the end-user only. Under such circumstances, the City of Belvidere shall assist Braniff Communications, Inc. in securing any such applicable part(s) as required.
- A.6.3 In the event of part unavailability due to product obsolescence, Braniff Communications, Inc. shall diligently pursue the procurement of equivalent substitute, refurbished, or used part(s) to complete warning siren equipment repair(s). Under certain circumstances, equivalent substitute, refurbished, or used parts may not be available and replacement components or product shall be quoted.

Preventative Maintenance Service Agreement No. PMA-050191B, Addendum A
City of Belvidere


Jeffrey M. Ryba, President
Braniff Communications, Inc.
4/1/2026

Customer Agent / Representative
City of Belvidere

BRANIFF COMMUNICATIONS, INC.

4741 W. 136th St., Crestwood, Illinois 60418
 Voice: (708) 597-3200 Fax: (708) 597-3307

INVOICE

PLEASE CONTACT CUSTOMER SERVICE WITH ANY QUESTIONS REGARDING THIS INVOICE. THANK YOU FOR YOUR CONTINUED BUSINESS.

PAGE 1

INVOICE NO.: 0036603
INVOICE DATE: April 1, 2026
CUSTOMER P.O.: PMA-050191B
SALES ORDER NO.: SO-
PAYMENT TERMS: Net 30 Days

SOLD TO: 990000291
 City of Belvidere
 Attn: Accounts Payable
 401 Whitney Blvd.
 Belvidere, IL 61008
 USA
 Voice: 815-547-6332
 Fax: 815-544-9603

SHIP TO:
 City of Belvidere
 401 Whitney Blvd.
 Belvidere, IL 61008
 USA

MODEL/PART NUMBER	DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
MAINT_AGREEMENT	Annual Preventative Maintenance Agreement Fee for the (9) Outdoor Warning Sirens in the City of Belvidere as per Agreement #PMA-050191B.	1.00	7,110.00	7,110.00

Shipped Via: Field Service
 Ship Date: May 1, 2026

SUBTOTAL	7,110.00
SALES TAX	
SHIPPING & HANDLING	
TOTAL INVOICE AMOUNT	7,110.00
PAYMENT RECEIVED	
TOTAL	7,110.00

CHECK NO.:

ANY PAYMENT REQUIRED UNDER THIS INVOICE IS SUBJECT TO THE TERMS STATED ABOVE.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/7/2026
Re: 5th Avenue Storm Sewer Overflow and Reconstruction Project

The FY 2027 Budget includes \$5,900,000 for the 5th Avenue Storm Sewer Overflow and Reconstruction Project. The project will include a new storm sewer connection from the intersection of 7th Street and 5th Avenue to the new detention pond constructed off of Allen Street and a new outlet from that detention pond to the Kishwaukee River. Also included in this project is the reconstruction of 5th Avenue from 7th Street to Pleasant Street and Allen Street from 5th Avenue to 7th Avenue.

We have received a proposal from CES, Inc to complete the design engineering for this project in the amount of \$310,500.00.

I would recommend approval of the proposal from CES, Inc, in an amount not-to-exceed \$310,500.00, to complete the design engineering for the 5th Avenue Storm Sewer Overflow and Reconstruction Project. This work will be paid for from capital funds.



C.E.S. Inc. – Main Office
700 West Locust Street
Belvidere, Illinois 61008
Phone: (815) 547-8435
Fax: (815) 544-0421

C.E.S. dba Survey-Tech
104 A Maple Court
Rochelle, IL 61068
Phone: (815) 562-8771
Fax: (815) 562-6555

Kevin.Bunge@Civildideas.com

WORK AUTHORIZATION

Date: April 7, 2026

Subject: 5th, Allen and Pond outlet

Requested by: City of Belvidere – Brent Anderson

General scope of work to be completed:

C.E.S. Inc. will prepare Construction Plans, Specifications and Bid Documents for the proposed infrastructure (road reconstruction and Gigo pond outlet to river) as illustrated on the included Exhibit.

Final Design Documents to include: topographic survey, construction plans, specifications, standard details, SHPO and ECOcat clearance requests/updates; UPRR crossing permit; summary of quantities; and TWO bid packages (one each for the road and the outlet) including bid and contract documents.

It is anticipated that the outlet will be bid and built this year whereas the road reconstruction will be performed next year (2027) while school is out.

Not included in the quoted fees:

Land Acquisition plats or surveys; Temporary or Construction Easement documents; Revisions due to changes in the scope or limits or alignment of project after our work has commenced; Application fees to any agency; Soil Bores; Construction management, staking or observation; Negotiations with property owners for easement or access rights.

See attached fee schedule for T&M rates and reimbursables.

Soil Borings (recommended) to be subcontracted with City-approved consultant – cost to be passed through to City without markup. Cost is NOT included in lump sum fees.

Fees: Lump sum of \$ 310,500 (6% of \$ 5,175,000)

Approval of Quote and Authorization to proceed (Owner/Client)

Date

Printed Name (Owner/Client)

Title

Organization (Owner/Client)

Please deliver, mail, e-mail, or fax completed Work Authorization to C.E.S. Inc. at
Kevin.Bunge@civildideas.com



700 West Locust Street
 Belvidere, Illinois 61008
 Phone: (815) 547-8435
 Fax: (815) 544-0421
 Kevin.Bunge@Civilideas.com

Design, Survey and Construction Services
 2026 Charge-Out Rates

Rates effective January 1, 2026 through December 31, 2026

(Prevailing Wage not included)

	<u>Hourly</u>
Principal Engineer (P.E.)	\$205.00
Professional Land Surveyor 1 (P.L.S.)	\$170.00
Professional Land Surveyor 2 (P.L.S.)	\$132.00
Senior Engineer 1 (P.E.)	\$168.00
Senior Engineer 2 (P.E.)	\$155.00
Staff Engineer (E.I.T. 1)	\$136.50
Staff Engineer (E.I.T. 2)	\$126.00
Project Designer	\$115.50
Staff Surveyor (S.I.T.)	\$126.00
Two man Survey Crew	\$185.00
Three Man Survey Crew	\$241.50
GPS/Robotics Usage (One person)	\$139.00
Survey Technician / Crew Leader	\$112.00
Rod person / Staking Technician	\$73.50
Construction Observation	\$118.00
AutoCAD Draftsman 1	\$112.00
AutoCAD Draftsman 2	\$100.00
AutoCAD Draftsman 3	\$88.00
Civil Intern 1	\$99.00
Civil Intern 2	\$88.00
Administrative Support 1	\$88.00
Administrative Support 2	\$70.00
	<u>Each</u>
Hub or Lath (materials only)	\$1.75
Mileage	\$1.25
Plots / Copies (24" x 36" Black & White)	\$3.00
Plots / Copies (24" x 36" Mylar)	\$18.00
Plots / Copies (Color - PER SF)	\$7.50
Mailings	Cost + 15%
Reimbursables including subcontractors	Cost + 10%

These hourly rates and mileage apply door-to-door and from jobsite to jobsite, if applicable, unless noted on quote that travel and mileage are included.



Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: April 7, 2026
Re: Intersection Review – 5th Avenue & West 6th Street

After review of the above intersection, I would offer the following:

Current Status:

Traffic on 5th Avenue stops at the intersection of West 6th Street.

Traffic Volume:

Based on IDOT's Traffic Volume Map, West 6th Street has an ADT of 3150 and 5th Avenue has an ADT of 1,200.

Accident History:

Police Department records indicate five traffic accidents at this intersection from 3/25/21 to 3/25/26.

Pedestrian Activity:

This intersection is located in a residential neighborhood close by Washington School with higher pedestrian activity when school is in session.

Site Distance:

No site distance limitations noted.

Conclusion:

Warrants for a four-way stop condition include five or more accidents in the last twelve months or a minimum of 500 vehicles per hour entering the intersection from all approaches for any eight-hour period of an average day.

This intersection does not meet the warrants for a four-way stop condition at this time.

It is interesting to note that an intersection review completed in February of 2013 indicated more accidents (9) in a similar time period and a higher traffic count on West 6th Street, 3800 ADT.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: April 8, 2026
Re: Intersection Review – East 5th Street & Caswell Street

After review of the above intersection, I would offer the following:

Current Status:

Traffic on East 5th Street yields at the intersection of Caswell Street.

Traffic Volume:

Based on IDOT's Traffic Volume Map, East 5th Street has an ADT of 200 or less and Caswell Street has an ADT of 200 or less.

Accident History:

Police Department records indicate two traffic accidents at this intersection from 1/1/21 to 4/6/26.

Pedestrian Activity:

This intersection is located in a residential neighborhood with typical pedestrian activity.

Site Distance:

No site distance limitations noted.

Conclusion:

Based on the above information, I would recommend that the existing yield signs on East 5th Street be replaced with stop signs at the intersection of Caswell Street.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/8/2026
Re: Urban Forestry Grant Tree Purchase 2026

The Urban and Community Forestry Grant that the City received included \$6,660.00 for the purchase and planting of 25 trees in our downtown area. We have received proposals from three Illinois Certified Nurseries:

1. Breezy Hill Nursery
7530 288th Avenue
Salem, WI 53168
2. J Carlson Growers
8938 Newburg Road
Rockford, IL 61108
3. St. Aubin Nursery
35445 Irene Road
Kirkland, IL 60146

Attached is a summary of the trees to be purchased from the low bidders.

I would recommend purchasing 4 trees from J Carlson Growers in the amount of \$1,035.00, 11 trees from Breezy Hill Nursery in the amount of \$2,335.00 and 10 trees from St. Aubin Nursery in the amount of \$2,980.00.

Total cost of the trees is \$6,350.00 and will be paid for from the Forestry Grant.

Nursery	Species (common name)	Species (botanical name)	Number Proposed	Anticipated Cost per Tree	Anticipated Cost per Species
J Carlson Growers	Northern Red Oak	Quercus Rubra	1	\$225.00	\$225.00
Breezy Hill Nursery	Yellowwood	Cladrastis Kentukea Lutea	1	\$235.00	\$235.00
St. Aubin Nursery	Robin Hill Serviceberry	Amelanchier grandiflora 'Robin Hill'	1	\$285.00	\$285.00
Breezy Hill Nursery	Green Mountain Sugar Maple	Acer Saccharum	1	\$230.00	\$230.00
St. Aubin Nursery	Black Tupelo	Nyssa Sylcatica	2	\$325.00	\$650.00
St. Aubin Nursery	Prairie Sentinel Hackberry	Celtis Occidentalis	1	\$300.00	\$300.00
St. Aubin Nursery	Autumn Gold Ginkgo	Ginkgo Biloba	1	\$285.00	\$285.00
Breezy Hill Nursery	Autumn Brilliance Serviceberry	Amelanchier grandiflora 'Autumn Brilliance'	2	\$180.00	\$360.00
Breezy Hill Nursery	Quaking Aspen	Populus Tremuloides	2	\$240.00	\$480.00
J Carlson Growers	Quaking Aspen	Populus Tremuloides	3	\$270.00	\$810.00
Breezy Hill Nursery	State Street Maple	Acer Miyabei	1	\$200.00	\$200.00
Breezy Hill Nursery	Japanese Tree Lilac	Syringa Reticulata	1	\$225.00	\$225.00
Breezy Hill Nursery	Ohio Buckeye	Aesculus Glabra	1	\$255.00	\$255.00
Breezy Hill Nursery	Spring Snow Crab	Malus 'Spring Snow'	2	\$175.00	\$350.00
St. Aubin Nursery	Katsura	Cercidiphyllum Japonicum	2	\$300.00	\$600.00
St. Aubin Nursery	Seven Son Flower	Heptacodium Miconioides	1	\$300.00	\$300.00
St. Aubin Nursery	Grey Alder	Alnus Incana Rugosa	2	\$280.00	\$560.00
				Total Cost	\$6,350.00
				J Carlson Cost	\$1,035.00
				Breezy Hill Cost	\$2,335.00
				St. Aubin Cost	\$2,980.00

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 4/7/2026
Re: Cathodic Protection 2026 Maintenance Agreement

Attached is the proposal from Corpro for the 2026 maintenance of our cathodic protection systems installed at our three elevated water storage tanks and the ground reservoir at well #8.

I would recommend entering into an agreement with Corpro for the 2026 Cathodic Protection Maintenance Program at a cost of \$4,100.00. This work will be paid for from Water Line Item #61-5-810-6040.



**ANNUAL SERVICE AGREEMENT
WATER STORAGE TANK / CLARIFIER
CATHODIC PROTECTION SYSTEM(S)**

Customer: 2349097
Contract: 97773

BELVIDERE, CITY OF
401 WHITNEY BLVD.
BELVIDERE IL 61008
UNITED STATES

820 Lafayette Road
Medina, OH 44256
Phone: 330.725.6681
Fax: 330.723.6065
contractcenter@corrpro.com

ATTN: BRENT ANDERSON

Structure	Capacity	Designation/Location	System No.	Plan	Amount
Elevated Tank	300,000 Tank #7	SOUTH TANK	75931	C	1,025.00
Elevated Tank	300,000 Tank #6	NORTH TANK	75930	C	1,025.00
Reservoir	-	WELL #8	76463	C	1,025.00
Single Pedestal Water Tank	500,000	BELFORD NORTH DRIVE	76648	C	1,025.00

For contract period 6/1/2026 through 5/31/2027

Total Lump Sum

\$4,100.00

** Price reflects multiple tank discount.*

All service plans include one site visit per contract term to include 1 through 5. Additional plan services as noted below.

1. Tank-to-Water potential profile within tank to monitor and verify effectiveness of system on submerged surface of tank.
2. Electrical Measurements to test anode and reference cells.
3. Inspect, test, and clean rectifier, controls, meters, contacts, wiring and connections. Replace fuses as required.
4. Adjust system for optimum corrosion control on submerged metal surface of tank.
5. Submit report with all data obtained, evaluation of data, and recommendations for continued performance.

Plan "A" Service: Includes one annual inspection as indicated including repair and/or replacement of anodes and rectifiers as required.

Plan "B" Service: Includes one annual inspection as indicated including repair and/or replacement of anodes as required.

Plan "C" Service: Includes only services listed in items 1 thru 5 above.

Plan "AA" Service: Includes two inspections annually as indicated including spring installation and fall removal of anodes as well as repair and/or replacement of anodes and rectifiers as required.

Plan "BB" Service: Includes two inspections annually as indicated including spring installation and fall removal of anodes as well as repair and/or replacement as required.

Plan "CC" Service: Includes two inspections annually as indicated including spring installation and fall removal of anodes.

Payment is due at the start of the contract period. Additional repairs or replacements of system components would be subject to the subscriber's approval. This agreement does not effect in any way the original warranty on the system(s) described above. Corrpro agrees to maintain General Liability Insurance and Workmen's Compensation Insurance during the annual service period. Client and Corrpro agree that neither party shall be responsible to the other party for incidental, consequential, indirect, punitive, or exemplary damages with respect to any claims, disputes, or other matters in question arising out of or relating to this Agreement or its termination, and Client and Corrpro hereby waive such damage. Corrpro's total liability to Client shall not exceed the amount of compensation actually paid for the services, products, or materials giving rise to the claim. Client and Corrpro waive all rights against each other and any of their subcontractors, agents and employees for all loss or damage to property or its loss of use.

Please Include Job Site Contact Person: _____ **Phone Number:** _____

CORRPRO COMPANIES, INC.

SUBSCRIBER'S ACCEPTANCE

Raychell Whitlow-Long _____ Signature: _____

Whitlow Long, Raychell Y

Printed Name / Title: _____

Date: 4/1/2026

Date: _____

Subscriber to mail one signed copy to CORRPRO at the above address.



**CORRPRO Waterworks
ADDITIONAL WATER TANK SERVICES AGREEMENT**

BELVIDERE, CITY OF
401 WHITNEY BLVD.

BELVIDERE, IL 61008
ATTN: BRENT ANDERSON
CUSTOMER NO: 2349097
CONTRACT NO: 97773

820 Lafayette Road
Medina, OH 44256

Phone : 330.725.6681
Fax : 330.723.6065
contractcenter@corrpro.com

ANNUAL 15 POINT TANK REVIEW

1. FOUNDATION: OBSERVE FOR SETTLING, CRACKS AND DETERIORATION.
2. EXTERIOR TANK COATING: OBSERVE FOR COATING FAILURE, CORROSION AND LEAKS.
3. INTERIOR TANK COATING: OBSERVE AS ALLOWED FROM ACCESS HATCHES.
4. WATER LEVEL INDICATOR: CHECK OPERATIONAL CONDITION.
5. OVERFLOW PIPE: CHECK THE FLAP VALVE COVER AS ACCESSIBLE, OPERABLE AND SEALED.
6. ACCESS LADDER: CHECK FOR LOOSE BOLTS AND RUNGS.
7. FALL PROTECTION DEVICES: CHECK OPERATION.
8. ROOF: CHECK FOR HOLES, RUST, AND PONDING WATER LOW SPOTS.
9. AIR VENTS: CHECK SCREENS, SEALED EDGES AND SEAMS.
10. CATHODIC PROTECTION ANODES COVERS: CHECK FOR DETERIORATED GASKETS AND IMPROPER SEAL.(FOR TANKS NOT PRESENTLY COVERED BY A SERVICE AGREEMENT)
11. ROOF HATCH: CHECK LOCKS, HINGES AND GASKETS.
12. VISUAL WATER QUALITY: OBSERVE FOR FOREIGN MATTER AS DISCERNABLE FROM THE ROOF HATCH.
13. PHOTOGRAPH AREAS OF CONCERN.
14. WRITTEN RECOMMENDATIONS FOR CORRECTIVE ACTION IF REQUIRED.
15. OBSERVE TANK SITE SECURITY. CHECK FENCES, GATES AND ACCESS DOORS.

ANNUAL COST \$875.00 PER TANK PER YEAR

ACCEPTED: YES _____ NO _____

* The service provided is an annual visual evaluation for the purpose of noting possible areas which may require further investigation or possible corrective action in accordance with AWWA recommended practices. It is limited to areas of the tank visible from access points such as ladders and catwalks. The work performed is not a structural evaluation nor does it take the place of a complete 3 - 5 year water tank inspection as recommended by AWWA standards.

AVIATION LIGHT BULB REPLACEMENT (standard bulbs included)

REPLACE ALL AVIATION LIGHT BULBS AT THE LISTED COST PER TANK FOR THE FIRST TWO BULBS AND \$25.00 EACH ADDITIONAL BULB.

REPLACEMENT COST \$125.00 PER TANK PER YEAR

ACCEPTED: YES _____ NO _____

*Price based on Max. bulb size, 116 watt medium screw base Traffic Signal Bulb (116 A21 TS)

INTERIOR LIGHT BULB REPLACEMENT (standard bulbs included)

REPLACE ALL INTERIOR LIGHT BULBS ACCORDING TO THE LISTED COST FOR THE FIRST FIVE BULBS AND \$10.00 EACH ADDITIONAL BULB.

REPLACEMENT COST \$140.00 PER TANK PER YEAR

ACCEPTED: YES _____ NO _____

*Price based on Max. bulb size, 150 watt medium screw base Rough Service Incandescent Bulb (150 A23 RS)

SIGNATURE: _____

TITLE: _____

DATE: _____

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: April 8, 2026
Re: Well #11 Facility Construction – Change Order #2

Attached to this memo is Change Order #2 for the Well #11 Facility Construction Project. The net change for this request is an increase of \$7,813.80 to the contract.

I would recommend approval of Change Order #2, in the amount of \$7,813.80, for the Well #11 Facility Construction Project.



Strand Associates, Inc.®
 910 West Wingra Drive
 Madison, WI 53715
 (P) 608.251.4843
 www.strand.com

April 1, 2026

CHANGE ORDER NO. 2

PROJECT: Well No. 11 Facility
OWNER: City of Belvidere, Illinois
CONTRACT: 1-2025
CONTRACTOR: L&L Builders, Inc.

Description of Change

2a	Provide a 4-inch vent on the main 4-inch sanitary line exiting the building. Connect the 4-inch vent below the wall separating Storage Room–103 and Mechanical Room–102 and route vertically within the wall and through the roof. The 3-inch vent line off floor drain FD-1 in the Storage Room–103 shown within the same wall can be decreased in size to 2 inches to the tie-in with other vents north of Mechanical Room–102.	ADD	\$2,098.80
2b	Remove the chlorine analyzer in Filter Room–101. Keep the piping and conduit that run to the chlorine analyzer and the SCADA System I/O Listing.	(DEDUCT)	(\$11,995.00)
2c	Add a shutoff valve to the 12-inch side of the water tie-in.	ADD	\$6,710.00
2d	Add a 6-inch gate valve and valve box to the 6-inch domestic water line.	ADD	\$4,950.00
2e	Add a capped 12-inch tee on the 12-inch distribution site piping.	ADD	\$6,050.00
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$7,813.80

Contract Price Adjustment

Original Contract Price	\$7,155,000.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$7,813.80
Current Contract Price including this Change Order	\$7,162,813.80

City of Belvidere–L&L Builders, Inc.
Contract 1-2025, Change Order No. 2
Page 2
April 1, 2026

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	October 31, 2026
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 Days
Contract Substantial Completion Date Adjustments due to this Change Order	0 Days
Current Substantial Contract Completion Dates including all Change Orders	October 31, 2026

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	December 31, 2026
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	December 31, 2026

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED



4/2/2026

ENGINEER–Strand Associates, Inc.®

Date

APPROVED



4/6/2026

CONTRACTOR–L&L Builders, Inc.

Date

APPROVED

OWNER–City of Belvidere, Illinois

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BELVIDERE IN SUPPORT OF THE ILLINOIS AMERICA250 COMMEMORATION

WHEREAS, the United States of America will commemorate its 250th anniversary on July 4, 2026, marking a historic milestone in the nation's history; and

WHEREAS, on July 4, 1776, the Second Continental Congress formally adopted the Declaration of Independence, asserting the American colonies' freedom from British rule and laying the foundation for the principles of democracy and self-governance; and

WHEREAS, the U.S. Semiquincentennial Commission, known as the America250 Commission (america250.org) was established by Congress in 2016 to plan and orchestrate the 250th anniversary of the signing of the Declaration of Independence, aiming to engage all Americans in commemorating this historic event through educational initiatives.

WHEREAS, the Illinois America250 Commission (IL250.org) was established to develop, encourage and execute an inclusive commemoration and observance of the founding of the United States of America, and Illinois' imperative role in the nation's history; and

WHEREAS, the Illinois America250 Commission encourages communities, libraries, schools, local governments, historical societies, cultural institutions and individuals of all ages to develop inclusive commemorations that reflect on Illinois' role in the nation's history and development; and

WHEREAS, recognizing and supporting the Illinois America250 Commission will help ensure a meaningful and educational commemoration for all residents and future generations; and

WHEREAS, the commemoration provides an opportunity to reflect on the state's historical significance, honor the achievements of its people and inspire civic engagement; and

WHEREAS, the City of Belvidere hereby formally supports the Illinois America250 Commission and its mission to commemorate our nation's 250th anniversary.

NOW, THEREFORE, be it resolved that the Mayor and City Council of the City of Belvidere expresses its support for the Illinois America250 Commission, and encourages all Illinois communities to organize and participate in local events leading up to and culminating on July 4, 2026, to celebrate America's 250th anniversary.

PASSED THIS ____ day of _____, _____.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED THIS ____ day of _____, _____.

Mayor

ATTEST:

Clerk

Upon adopting this resolution, municipal officials should forward a copy to the Illinois America250 Commission by email at IL250@ilhumanities.org.



Monday, March 30, 2026

Application for Belvidere Parade Permit

City of Belvidere

401 Whitney Blvd., Belvidere, IL 61008 (815)544-2612

To the City Council of the City of Belvidere, Illinois: The organizer(s) named in this application hereby apply to the Belvidere City Council for a permit to hold a parade or procession as specified below. I/we represent that the information stated in this application is true to the best of my/our knowledge, information and belief.

Name of Event: Athlete Victory Parade - Special Olympics

Name of event organizer: Aly Graham

Address 1006 W Lincoln Ave
Belvidere, IL, 61008

Phone Number (815) 990-0416

Email agraham@belviderepark.org

If the event is proposed to be conducted for, on behalf of, or by an organization, the name, address, telephone number of the local headquarters of the organization:

Belvidere Park District
1006 W. Lincoln Ave
Belvidere, IL 61008
815-990-0416 Aly Graham
815-847-0425 Katie Humphery

The date when the event is to be conducted: Thursday, May 14, 2026

The hours when event will start and terminate: 5:30-6 pm

The route to be traveled, the starting point, and the termination point:

Starting at the old Countryside Market Parking lot, going down Pearl Street, ending at the Community Building.

Total number of participants expected: 125

Total number and type of anticipated floats: 1 (long flatbed with all athletes)

Total number and type of anticipated vehicles: 8 Belvidere Police, Belvidere Fire, District 2 Fire, Boone County Sheriff

Total number and type of anticipated bands: 0

Total number and type of anticipated animals: 0

Please describe any other features (specify number and types): 0

Number of spectators anticipated along route: 25-50

The time and location at which units of the event will begin to assembly: 5 pm Line up in Parking lot by old Countryside Market

The organizer(s) understands that they are responsible for the proper conduct of the parade or procession and agree to cooperate with all law enforcement personnel in conducting a safe, orderly and lawful parade or procession. They further understand that they and all participants and spectators will be subject to all applicable statutes, ordinances and official parade regulations.

Any person signing on behalf of an organization represents that he/she is authorized to sign this application on behalf of the organization.

Signature





BELVIDERE
POLICE

Daniel Smaha
Deputy Chief—Investigations

Shane Woody
Chief of Police

David Bird
Deputy Chief—Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 - www.belvidereil.gov

Date: 4/13/2026

To: Mayor Morris and City Council

From: Chief Shane Woody

Re: Intergovernmental Agreement – State Line Area Narcotics Team

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

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

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

State Line Area Narcotics Team INTERAGENCY AGREEMENT

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

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

I. PARTIES

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

II. AUTHORITY

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

III. ORGANIZATION

A. Governing Board

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

B. Task Force Commander

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

IV. PURPOSE

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

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

V. DURATION

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

VI. DUTIES OF THE ILLINOIS STATE POLICE

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

- A. Facilities to house the Task Force operations; Any offsite work location utilized will be at the discretion of the unit Commander and the Governing Board and shall be the responsibility of said unit.

- B. Training in proactive enforcement techniques and covert investigative methods as well as continuing training as outlined in the Onboarding agreement.
- C. Specialized equipment and/or communications devices; Subject to availability
- D. Appointment of Task Force officers as "Inspectors" of the Illinois State Police and the issuance of credentials pursuant to the authority in 20 ILCS 2620/4.
- E. Facilities for storage of evidence obtained during Task Force investigations and resources to dispose of said evidence upon authority of the appropriate prosecuting authority and/or within the guidelines as established by the Illinois State Police policy.
- F. Provide personnel in the rank of Lieutenant or Captain to serve as a voting board member to the Task Force. The Chairman of the Governing Board is to be determined by the unit's policy.

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

VII. OPERATIONAL PROCEDURES

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

- A. Task Force Commander:
 - 1. Will be an ISP officer holding the rank of Acting Master Sergeant or Master Sergeant acting under the direct supervision of the ISP Zone Commander.
 - 2. Be responsible for the overall direction and supervision of the assigned work force.
 - 3. Will devise, implement, arrange and administer training for personnel assigned to the Task Force.
 - 4. Will review the use and documentation of Official Advance Funds to ensure it is used in accordance with ISP policy.

5. Be responsible for the submission of grant proposals and monetary requests to the Illinois Criminal Justice Information Authority or other entities offering potential funding opportunities.
6. Be responsible for oversight of the Task Force asset forfeiture program in accordance with ISP Policy, as well as the approval of all expenditures of Task Force funds acquired through State and Federal asset forfeitures and court fines and fees.
7. Be responsible for reviewing and approving investigative documents in accordance with ISP report writing practices and directives;

B. Task Force Supervisor

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

C. Task Force Members

1. If personnel are assigned, officers will be of full-time status from the ISP or local agencies. Such officers shall, prior to appointment, pass an ISP background investigation. The officer shall not be subject to any current or pending disciplinary actions.
2. The Inspector will enter into an onboarding agreement with the Task Force which will outline the expectations during the time as a Task Force member. The officer will adhere to all aspects of the agreement during their time on the Task Force.

3. Will adhere to all laws of the State of Illinois and the United States of America.
4. Will comply with their respective agency's policies and procedures as they apply to personnel issues, i.e. salary, overtime, vacation, holiday, sick time, and authorized weapons.
5. Will agree to participate in the ISP random drug testing Policy and to submit to an ISP sanctioned drug test upon request.

VIII. OTHER OPERATIONAL CONSIDERATIONS

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

IX. MISCONDUCT

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

2. In the event the allegations appear to be credible, the Task Force Commander will notify the Zone Commander and the chief executive of the officer's parent agency;
3. If the complaint is of a non-criminal nature, the Task Force Commander and chief executive of the Inspector's parent agency will determine who will conduct the investigation. If the complaint is verified, the parent agency will implement disciplinary action as deemed necessary;
4. If the complaint is of a criminal nature, the Task Force Commander and agency head shall require a criminal investigation be conducted by the ISP Division of Internal Investigation. The investigation will be forwarded to the respective States Attorney's office for decision on prosecution.

X. REPORTING

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

XI. LIABILITY

- A. The ISP and/or the State of Illinois shall provide representation and indemnification to the extent permitted by law to Task Force Inspectors in the event that any civil proceeding is commenced against such Task Force officer alleging the deprivation of a civil or constitutional right arising out of any act or omission occurring within the scope of task force activities provided that such actions were not the result of the officers intentional, willful, or wanton misconduct;
- B. Each agency will accept liability, to the extent required by the Illinois Workers' Compensation Act (820 ILCS 305/1) for personal injuries occurring to its officers while engaged in Task Force activities.

XII. TERMINATION/MODIFICATION OF AGREEMENT

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

XIII. REVIEW AND ACCEPTANCE VERIFICATION

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

Name: Fred Kelley
 Signature: *Fred Kelley*
 Title: Chief of Police
 Date: 04/06/2026
 Agency: Monroe (WI) Police Department

Name: Michael McCammond
 Signature: *Michael McCammond*
 Title: Chief of Police
 Date: 04/06/2026
 Agency: Loves Park Police Department

Name: Shane Woody
Signature: _____
Title: Chief of Police
Date: _____
Agency: Belvidere Police Department

Name: Scott Yunk
Signature: _____
Title: Sheriff
Date: _____
Agency: Boone County Sheriff's Dept

Name: Cody Kanable
Signature: _____
Title: Sheriff
Date: _____
Agency: Green Cnty (WI) Sheriff's Office

Name: Carla Redd
Signature: _____
Title: Chief of Police
Date: _____
Agency: Rockford Police Department

Name: Jacquelyn Frausto
Signature: _____
Title: Chief of Police
Date: _____
Agency: Freeport Police Department

Name: Brendan F. Kelly
Signature: _____
Title: Director
Date: _____
Agency: Illinois State Police



**BELVIDERE
FIRE
DEPARTMENT**

**123 S. State St.
Belvidere, IL 61008**

MEMORANDUM

To: Mayor and City Council
From: Chief Shawn Schadle
Date: 04/06/2026
Subject: Request to Sell Department Jet Ski

Dear Mayor and Council,

I am requesting approval to sell the Fire Department's jet ski.

The jet ski has limited operational value. Due to very inconsistent water levels south of the dam, we do not use it there because rocks damage the impellers. For water responses north of the dam, we use the Zodiac anyway. Therefore, most years, the use of the Jet Ski is limited to annual training.

Although there was a verbal agreement for the jet ski to be available if requested by MABAS 8, its use is sporadic at best. Given its limited use, it is no longer practical to continue paying for its upkeep, storage, and insurance.

For these reasons, I respectfully request approval to declare the jet ski surplus and authorize its sale.

Requested Motion:

Motion to authorize the sale of the 2003 Kawasaki Jet Ski, VIN KAW20401J2030000, by any legal means.

Respectfully,

Shawn Schadle
Chief Belvidere Fire Department