



*City Council*  
**COMMITTEE OF THE WHOLE**  
*City of Belvidere, Illinois*

Alderman Clayton Stevens,	1 <sup>st</sup> Ward	Public Works Vice Chairman
Alderman Tom Porter,	1 <sup>st</sup> Ward	F&P Vice Chairman, City-County
Alderman Daniel Snow,	2 <sup>nd</sup> Ward	BPZ Chairman, City-County Chairman
Alderman Michael Borowicz,	2 <sup>nd</sup> Ward	Public Safety Vice Chairman, City-County
Alderman Wendy Frank,	3 <sup>rd</sup> Ward	City-County Vice Co Chairman
Alderman Thomas Ratcliffe,	3 <sup>rd</sup> Ward	F&P Chairman
Alderman Ronald Brooks,	4 <sup>th</sup> Ward	Public Works Chairman
Alderman George Crawford,	4 <sup>th</sup> Ward	Public Safety Chairman
Alderman Mark Sanderson	5 <sup>th</sup> Ward	BPZ Vice Chairman
Alderman Marsha Freeman,	5 <sup>th</sup> Ward	City-County Coordinating Committee

**AGENDA**

**September 11, 2017**

**6:00 p.m.**

**City Council Chambers**

**401 Whitney Boulevard**

**Belvidere, Illinois**

Call to Order: Mayor Chamberlain

Roll Call: Present: Absent:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

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

2. Building, Planning & Zoning, New Business:

(A) An Ordinance Authorizing the Execution of an Annexation Agreement between the City of Belvidere and Alas Properties LLC and 6576 6581 & 6593 Revlon Drive LLC

(B) An Ordinance Authorizing the Execution of an Annexation Agreement between the City of Belvidere and Tanner Industries LLC and An Ordinance Annexing Certain Territory, Tanner Industries LLC to the City of Belvidere, Boone County, Illinois.

3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

(A) Dump Truck Purchase.

(B) FCA Projects – update.

(C) Storm Water Drainage – update.

5. Other:

(A) Library Appointment – Michelle Rappuhn.

6. Adjournment:

ORDINANCE #

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT BETWEEN THE  
CITY OF BELVIDERE AND ALAS PROPERTIES LLC AND  
**6576 6581 & 6593 REVLON DR LLC**

WHEREAS, Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) authorizes the City of Belvidere to enter into annexation agreements of not more than 20 years; and

WHEREAS, **6576 6581 & 6593 REVLON DR LLC** (record owner) and Alas Properties LLC (contract purchaser) (together the Owner(s)) are the legal owner(s) of record and contract purchaser respectively of the territory which is the subject of said Agreement and are ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and

WHEREAS, the Owner(s) is ready, willing and able to enter into the Annexation Agreement and to perform its obligations as required under the Annexation Agreement and this Ordinance; and

WHEREAS, the statutory procedures provided in Sections 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with; and

WHEREAS, it is in the best interest of the City of Belvidere, Boone County, Illinois, that the City enter into an Annexation Agreement pertaining to the annexation of the property.

NOW, THEREFORE, be it ordained by the City Council of the City of Belvidere, Boone County, Illinois, as follows:

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

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

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

Passed by the City Council of the City of Belvidere, Illinois this \_\_\_\_th day of October, 2017.

Approved: October , 2017

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Michael Chamberlain, Mayor

Attest:

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Shauna Arco, City Clerk

Ayes:

Nays:

Absent:

Date Approved:

Date Published:

**ANNEXATION AGREEMENT**

This Agreement is made and entered into \_\_\_\_\_, \_\_\_\_\_,  
by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone  
County, Illinois (The "City") and Alas Properties LLC and **6576 6581 & 6593 REVLON DR  
LLC** (The "Owner(s)").

**WITNESSETH:**

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

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

Whereas, as of the date of this Agreement, the Property is not contiguous to the corporate  
limits of the City and cannot be annexed to the City in accordance with currently applicable  
statutes and ordinances; and

Whereas, the City and the Owner desire to enter into this annexation agreement to  
provide that upon the Property becoming contiguous to the City it shall be annexed to the City  
pursuant to the terms of this Agreement and relevant 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, the Property has already been developed and improved as industrial property and the Owner intends to continue using the Property for industrial purposes and does not intend to subdivide the Property; 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 October 2, 2017 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 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 desires that the Property be re-zoned to the Planned Industrial Zoning District upon annexation to the City; 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) acknowledges the right of the City to approve or deny any annexation to the City and the City's right to cause an annexation agreement contain provisions more restrictive and/or less restrictive than the Ordinances of the Belvidere Municipal Code.

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

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
2. Annexation.
  - (a) Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City at the time the Property becomes contiguous to the City. Prior to physical annexation, Owner shall not allow any person to live or reside on the Property so as to become an elector within the meaning of the Illinois Municipal Code. Owner represents and warrants that at the time of the execution of this Agreement there is no such elector residing on the Property. If Owner fails or refuses to take any

necessary action to cause the annexation of the Property to the City, the City may compel such action by any appropriate action, including but not limited to actions for mandamus or injunctive relief, and Owner shall pay the City's cost of such action, including but not limited to City's attorney's fees.

(b) Upon execution of this Agreement the Owner(s) of the Property shall file an appropriate petition to annex the Property to the City subject to the terms of this Agreement. The Parties acknowledge that the City will not immediately act upon said Petition as the Property is not yet contiguous to the City. At such time as the Property is contiguous to the City, the City and Owner(s) shall take all necessary actions to cause the Property to be annexed to the City in accordance with and subject to the terms of this Agreement. Owner(s) agrees to facilitate the annexation of the Property by taking all necessary actions and executing all necessary documents to accomplish annexation, including but not limited to re-execution of any petitions for annexation. Until such time as the Property becomes contiguous, the Owner(s) agrees to provide, by virtue of a Memorandum of Agreement and/or Plat Designations and deed restriction, notice to all new Owners and their successors in interest of this Annexation Agreement and the Owner's, including future Owners of the Property, obligation to annex the Property to the City. Owner(s) shall require, prior to the conveyance of any portion of the Property, any subsequent owner(s) to execute an Assignment and/or Power of Attorney authorizing and directing the Owner(s) or its successor entity to sign any documents necessary to annex the Property at such time that the Property becomes contiguous to the City.

(c) In the event, prior to annexation of the Property, the Property is surrounded and bounded by another municipality or municipalities such that the corporate boundary of



the City cannot become contiguous to the Property with sufficient frontage for legal annexation or the Property is otherwise physically prohibited from becoming contiguous to the City and annexation to the City is not legally possible, the City and the Owner(s) shall each have the option to terminate this Agreement by notice to the other Party as provided for otherwise in this Agreement. Notwithstanding any other provision or term of this Agreement, upon termination of this Agreement pursuant to this sub-paragraph, all obligations from each Party to the other shall also terminate. Provided, however, that all sums paid by one Party to the other and any obligations performed by one Party for the benefit of the other shall be considered paid or performed, as the case may be, and shall not be considered recoverable by the obligated Party.

3. Immediately upon the Property becoming contiguous to the City, the Owner shall execute any necessary petitions and take all steps necessary to annex the Property to the City of Belvidere. City Zoning, Upon execution of this Annexation Agreement, pursuant to 65 ILCS 5/11-15.1-2.1, the Property will be automatically zoned Rural Holding (RH). Upon execution of this Annexation Agreement the City and Owner shall cause the Property to be re-zoned to the City's Planned Industrial District. Further, Owner 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 connect to the City-operated sanitary sewer system. Prior to connection, Owner 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 further agrees that, prior to connection to the City's sanitary sewer system, Owner shall cause the Property to be disconnected from the any sanitary district having jurisdiction. The City shall not be obligated to allow connection to its system until said disconnection is obtained.

5. Water Service. The Property and improvements have already been connected to the City's water system. Future connections and/or alterations shall be made pursuant to the City of Belvidere Municipal Code and ordinances then in effect.

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.

7. Future Site Construction. 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. No structure or building shall be constructed within a one-hundred year flood plain without specific written consent of the City. Owner shall not subdivide or re-develop the Property in the future without the specific written consent of the City which consent shall not be unreasonably withheld. In the event of such a subdivision or re-development in the future, Owner agrees that

the property will only be subdivided or re-developed as a part of a Planned Development (special use).

8. Drainage. Owner 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 be in compliance 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 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 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 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 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 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.

B. Owner, 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 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 or operating the Property. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act.

14. Ordinances. Owner understands and acknowledges that, even prior to physical annexation, the Illinois Municipal Code (65 ILCS 5/11-15.1-2.1) provides that the Property

subject to this Agreement shall be subject to the City's ordinances and police power the same as property within the territorial limits of the City. As such, all City ordinances and regulations shall apply to the Property upon execution of this Agreement and shall continue after annexation. Therefore, 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. As such, upon execution of this Agreement any and all non-property taxes (e.g. sales taxes and utility taxes) that would be paid to the City, if the Property were annexed to the City, shall be paid to the City the same as if it were already annexed.

15. Remedies. Either party may enforce this Agreement by any action or proceeding at law or in equity, and may exercise any remedy at law or in equity. The parties agree that any action relating to this Agreement shall be brought in the Circuit Court for the 17<sup>th</sup> Judicial Circuit Boone County, Illinois and both parties submit to jurisdiction and venue in that Court. 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 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.

16. 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.

17. Costs, Expenses, and Fees. The Owner 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.

18. 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.

19. 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:

With a Copy to:

If to City: City Clerk  
City of Belvidere  
401 Whitney Blvd.  
Belvidere, Illinois 61008

With Copy to: City Attorney  
City of Belvidere  
401 Whitney Blvd.  
Belvidere, Illinois 61008

By notice complying with the requirement of this paragraph, each party shall have the right to change the address or addressee for all further notices, other communications and payment to such party; provided, however, that no notice of a change of address, addressee or both shall be effective until actually received.

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

21. 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.

22. 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. The term Owner's in this Agreement is deemed to include

the existing Owner's at the time of execution as well as all future Owner's, successors, grantees, lessees and assigns. Owners agree to record this Agreement at the Boone County Recorders office immediately upon its execution.

23. 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.

24. 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.

25. 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, and on behalf of their successors and assigns, agrees to refrain from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against the City on account of disconnection pursuant to this section.



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

**CITY:**  
City of Belvidere,  
an Illinois Municipal Corporation

By: \_\_\_\_\_  
Mayor Michael W. Chamberlain

ATTEST:

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

**OWNERS:**

(Being the owners of the property  
and currently fifty one percent of the electors.)

By: Alas Properties LLC (contract purchaser)

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

Subscribed and Sworn to  
before me this \_\_\_\_\_ day.  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

By: **6576 6581 & 6593 REVLON DR LLC**  
(Owner)

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

Subscribed and Sworn to  
before me this \_\_\_\_\_ day.  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## EXHIBIT LIST

- A) LEGAL DESCRIPTION
- B) ANNEXATION PLAT
- C) SITE 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) PLANNED COMMUNITY DEVELOPMENT

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

*Lot 12 as designated upon the Plat of Belvidere-West Industrial Park Subdivision, being a subdivision of part of the northwest quarter of Section 34, Township 44 North, Range 3 East of the Third Principal Meridian, situated in Boone County, Illinois (PIN: 05-34-101-002).*

**EXHIBIT B**  
**ANNEXATION PLAT**

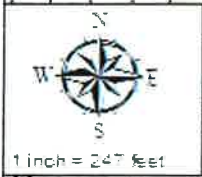
# Plat of Annexation

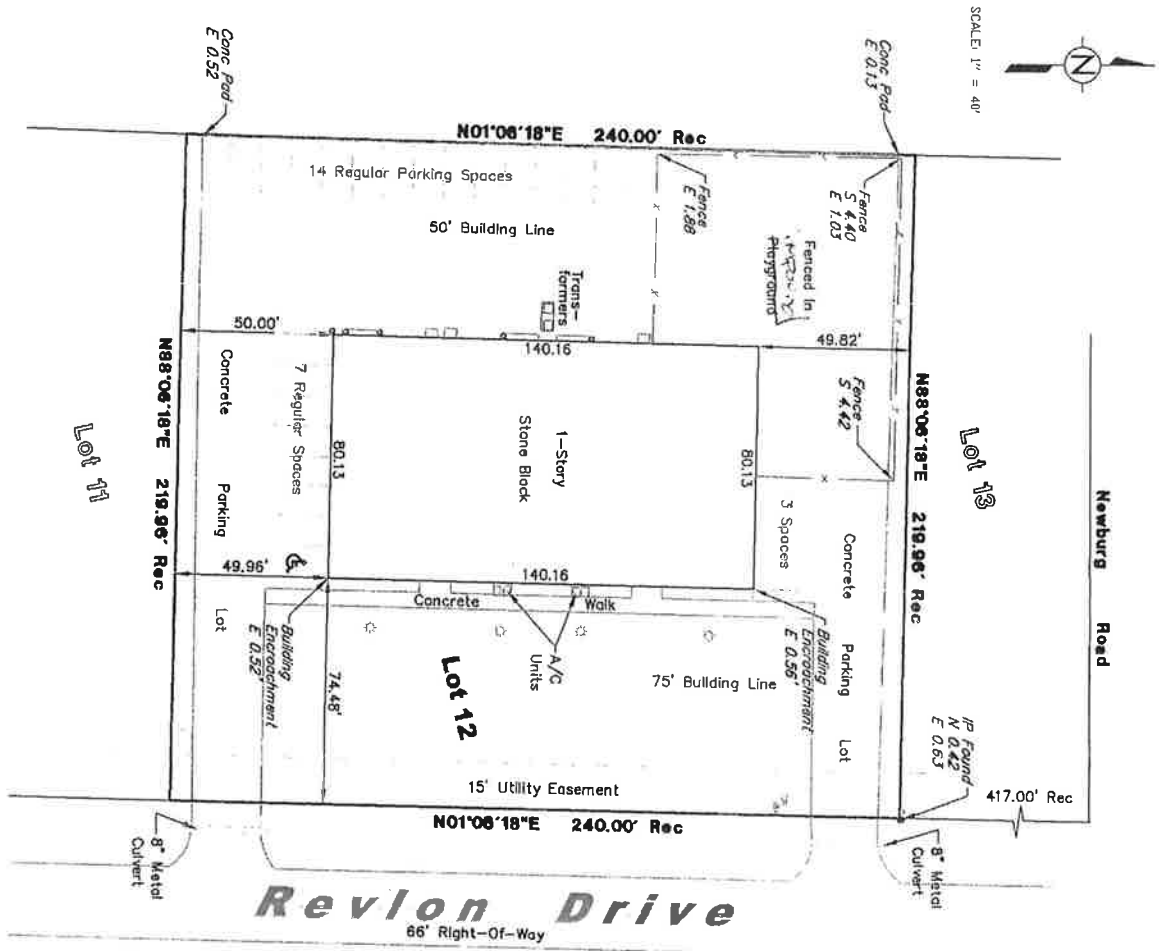
*NEWBURG RD*

*NEWBURG RD*

*NEWBURG RD*

*REVLON DR*





SCALE: 1" = 40'

Newburg Road

Revlon Drive  
66' Right-Of-Way

**ALTA/ACSM  
Land Title Survey**

LOT 12 AS DESIGNATED UPON THE PLAT OF BELVIDERE - WEST INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN BOONE COUNTY, ILLINOIS.

Legend

- 6" Wood Fence
- Property Line
- Street Line
- Building Line
- Utility Pole
- Solid Lid Manhole Cover
- Ground Light
- Iron Pipe Found
- Handicapped Parking Space
- Ball and Chain
- Telephone Pedestal
- Sign

NOTES:

1. PERMANENT INDEX NUMBER: 05-34-101-002
2. THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY.
3. PROPERTY AREA: 0.39 acres (62,790.40 sq. ft.)
4. FIELD WORK COMPLETED: 12/1/03
5. THIS PLAT WAS PREPARED WITH THE AID OF A TITLE COMMITMENT REFER TO THE CURRENT TITLE COMMITMENT FOR ANY BUILDING LINES OR EASEMENTS NOT SHOWN ON THIS PLAT.

SUPERIOR CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF MAHENRY )  
TO: 6576 REVLOM DRIVE, LLC  
TO: CHICAGO TITLE

WE, LAND SURVEYING SERVICES, INC. DO HEREBY DECLARE THAT THIS MAP OR PLAT AND SURVEY ON WHICH IT IS BASED WERE (I) IN ACCORDANCE WITH MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ASCM IN 1989, AND DOES INCLUDE ITEMS 3, 7A, 8, 10, AND 11A FROM TABLE 'A' THEREOF; AND (II) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ASCM AND IN EFFECT ON THE DATE OF THIS DECLARATION) OF AN URBAN SURVEY.

THE PROPERTY HEREON APPEARS TO BE IN ZONE 'C' AREA OF MUNICIPAL PLANNING OF THE FLOOD HAZARD SURVEY MAP, VILLAGE OF BELVIDERE, BOONE COUNTY COMMUNITY PANEL NUMBER 17800000000000000000 DATED NOVEMBER 1999, WHICH RENEW MAY BE SUBJECT TO POSSIBLE SCALING INTERPRETATION AND MAP REPRODUCTION ERRORS. THE SURVEYOR HAS REVIEWED THE MAP UNDER MY HAND AND SEAL THIS 2ND DAY OF DECEMBER, A.D. 2003.



Drawing Revisions		
Date	Drawn	Checked
	SMB	GJK

Scale: 1" = 40' Date: 12-2-03  
Field Work Completed: 12-1-03  
Site Address:  
**6576 Revlon Dr.  
Belvidere, Illinois 61008**

**Land Surveying Services Inc.**  
188 S. Northwest Hwy, Suite 303, Cary, IL 60013  
PH: (847) 462-0333 FAX: (847) 462-0444

306 Thumbnail  
LS03884A  
Sheet Name  
**ALTA  
SURVEY**  
Sheet Number  
**L-1**

# **EXHIBIT C**

## **SITE PLAN**

NOT APPLICABLE AS SITE IS ALREADY DEVELOPED.



**EXHIBIT D**  
**PRELIMINARY SEWER PLAN**

NOT APPLICABLE AS THE SUBDIVISION IS ALREADY CONSTRUCTED.

## **EXHIBIT E SEWER FEES**

Owner shall pay the Sewer Connection Fees and applicable recapture fees at the rate then in effect by ordinance at the time of connection of any structure to the City's sewer system.

**EXHIBIT F**

**PRELIMINARY WATER DESIGN PLAN**

NOT APPLICABLE AS THE SUBDIVISION IS ALREADY CONSTRUCTED.

## **EXHIBIT G**

### **WATER FEES**

Owner shall pay the Water Connection Fees and applicable recapture fees at the rate then in effect by ordinance at the time of connection of any structure to the City's water system.

**EXHIBIT I**

**OFFSITE IMPROVEMENTS**

NOT APPLICABLE AS THE SUBDIVISION IS ALREADY CONSTRUCTED.

## 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.

- 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) Intentionally Blank
- 8) IDA Public Library: \$80.00 per lot (per unit in multi-family).
- 9) Storm Water Basin Fee: \$50.00 \*
- 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.

\* Fees to be paid at the time of annexation at the then current rates as established by the City.

\*\* Fees to be paid upon the earlier of connection to the City's sanitary sewer system or upon annexation.

# EXHIBIT K

## MODIFICATIONS TO STANDARD AGREEMENT

Fire and Police Protection. Fire and Police services shall not be provided to the Property until it is annexed to the City of Belvidere. Upon annexation, the City agrees to provide such services on the same basis that they are provided to other properties within the City of Belvidere at that time.

City: City of Belvidere,  
an Illinois Municipal Corporation

by: \_\_\_\_\_  
Mayor

ATTEST:

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

**OWNERS:**

(Being the owners of the property  
and currently fifty one percent of the electors.)

By: Alas Properties LLC (contract purchaser)

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

Subscribed and Sworn to  
before me this \_\_\_\_\_ day.  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

By: **6576 6581 & 6593 REVLON DR LLC**  
(Owner)

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

Subscribed and Sworn to  
before me this \_\_\_\_\_ day.  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



ORDINANCE #

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT BETWEEN THE  
CITY OF BELVIDERE AND TANNER INDUSTRIES LLC

- WHEREAS, Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) authorizes the City of Belvidere to enter into annexation agreements of not more than 20 years; and
- WHEREAS, Tanner Industries LLC (the Owner(s)) is the legal owner(s) of record of the territory which is the subject of said Agreement and is ready, willing and able to enter into said Agreement and to perform the obligations as required hereunder; and
- WHEREAS, the Owner(s) is ready, willing and able to enter into the Annexation Agreement and to perform its obligations as required under the Annexation Agreement and this Ordinance; and
- WHEREAS, the statutory procedures provided in Sections 11-15.1-1 et seq. of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with; and
- WHEREAS, it is in the best interest of the City of Belvidere, Boone County, Illinois, that the City enter into an Annexation Agreement pertaining to the annexation of the property.

NOW, THEREFORE, be it ordained by the City Council of the City of Belvidere, Boone County, Illinois, as follows:

- Section 1: The foregoing recitals are incorporated herein by this reference.
- Section 2: The Mayor is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement between the City of Belvidere and the Owners, a copy of which is attached hereto as Exhibit A and incorporated herein.
- Section 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.
- Section 4: All prior ordinances or parts of ordinances to the extent that they are inconsistent with the provisions of this Ordinance, are hereby repealed.

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

Passed by the City Council of the City of Belvidere, Illinois this \_\_\_\_th day of October, 2017.

Approved: October , 2017

---

Michael Chamberlain, Mayor

Attest:

---

Shauna Arco, City Clerk

Ayes:

.

Nays:

Absent:

Date Approved:

Date Published:

## ANNEXATION AGREEMENT

This Agreement is made and entered into \_\_\_\_\_, \_\_\_\_\_,  
by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone  
County, Illinois (The "City") and Tanner Industries Inc.(The "Owner(s)").

### WITNESSETH:

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

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

Whereas, 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, the Property has already been developed and improved as industrial property  
and the Owner intends to continue using the Property for industrial purposes; 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 October 2, 2017 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 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 desires that the Property be re-zoned to the Planned Industrial Zoning District upon annexation to the City; 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) acknowledges the right of the City to approve or deny any annexation to the City and the City's right to cause an annexation agreement contain provisions more restrictive and/or less restrictive than the Ordinances of the Belvidere Municipal Code.

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

1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.
2. Annexation. Subject to the provisions of Section 65 ILCS 5/7-1-8, as amended, the Parties respectively agree to do all things necessary or appropriate to cause the Property to be duly and validly annexed to the City. Promptly upon execution of this Agreement, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions of this Agreement.
3. City Zoning, Upon execution of this Annexation Agreement, pursuant to 65 ILCS 5/11-15.1-2.1, the Property will be automatically zoned Rural Holding (RH). Upon execution of this Annexation Agreement the City and Owner shall cause the Property to be re-zoned to the City's Planned Industrial District. Further, Owner 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 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 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 shall not commence construction until the final engineering plans are approved by Public Works and all other relevant agencies. Prior to commencing construction, Owner 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 further agrees that, prior to connection to the City's sanitary sewer system, Owner shall cause the Property to be disconnected from the any sanitary district having jurisdiction. The City shall not be obligated to allow connection to its system 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 the City. The connection fees, as of the date of this Agreement, are shown on the attached Exhibit G, but may be amended time to time by the City. 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.

7. Construction. 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. No structure or building shall be constructed within a one-hundred year flood plain without specific written consent of the City. Owner shall not subdivide or re-develop the Property in the future without the specific written consent of the City which consent shall not be unreasonably withheld. In the event of such a subdivision or re-development in the future, Owner agrees that the property will only be subdivided or re-developed as a part of a Planned Development (special use). Approval of this Agreement, or any site plan or other plat included or referenced herein, shall not be construed or interpreted as approval of either a preliminary plat or a final plat or of any planned unit development.

Owner 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 and sewer and water mains, within eighteen (18) months of approval of any final plat of subdivision or planned development or if there is no subdivision or planned development, within such time as permitted by a relevant permit. At such time as Owner 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 Owners 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 thirty (30) days from the date of the inspection. If all public improvements are not completed within the time allowed, or the punch list items are not completed to the City's satisfaction within the time allowed, the City may deny any future permits for the Property or may revoke any existing permits until such time as the improvements are complete 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 surety and other remedies contained within this Agreement.

8. Drainage. Owner 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 be in compliance 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 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 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 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 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 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.

B. Owner, 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 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, its officers, employees, and elected and appointed officials harmless from any damages, claims, or causes of action which are in any way related to their activities in developing or operating the Property. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act.

14. 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.

15. Remedies. Either party may enforce this Agreement by any action or proceeding at law or in equity, and may exercise any remedy at law or in equity. The parties agree that any action relating to this Agreement shall be brought in the Circuit Court for the 17<sup>th</sup> Judicial Circuit Boone County, Illinois and both parties submit to jurisdiction and venue in that Court. 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 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.

16. 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.

17. Costs, Expenses, and Fees. The Owner 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.

18. 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.

19. 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:

With a Copy to:

If to City: City Clerk  
City of Belvidere  
401 Whitney Blvd.  
Belvidere, Illinois 61008

With Copy to: City Attorney  
City of Belvidere  
401 Whitney Blvd.  
Belvidere, Illinois 61008

By notice complying with the requirement of this paragraph, each party shall have the right to change the address or addressee for all further notices, other communications and payment to such party; provided, however, that no notice of a change of address, addressee or both shall be effective until actually received.

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

21. 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.

22. 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. The term Owner's in this Agreement is deemed to include the existing Owner's at the time of execution as well as all future Owner's, successors, grantees, lessees and assigns. Owners agree to record this Agreement at the Boone County Recorders office immediately upon its execution.

23. 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.

24. 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.

25. 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, and on behalf of their successors and assigns, agrees to refrain from making any claim or demand, or to commence, cause or permit to be prosecuted any action in law or equity against the City on account of disconnection pursuant to this section.

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

**CITY:**  
City of Belvidere,  
an Illinois Municipal Corporation

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

ATTEST:

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

**OWNERS:**  
(Being the owners of the property  
and currently fifty one percent of the  
electors.)

Tanner Industries LLC

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

Subscribed and Sworn to  
before me this \_\_\_\_\_ day.  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## EXHIBIT LIST

- A) LEGAL DESCRIPTION
- B) ANNEXATION PLAT
- C) SITE 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) PLANNED COMMUNITY DEVELOPMENT

## EXHIBIT A

### LEGAL DESCRIPTION

Lot 1 of the Re-plat of Lot 14 of Belford Industrial Park, a subdivision as recorded in Plat Index File Envelope 37 as Document No. 79-1282 and part of Lot 13 of Belford Industrial Park, a subdivision as recorded in Book 12 of Plats, page 30 and 31 as Document No. 74-738, all in the Boone County Recorder's Office and part of Hawkey Drive, all situated in the East-half of Section 32 and the West-half of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois, bounded and described as follows:

Beginning at the Northwest Corner of said Lot 1; thence North 89 degrees 46 minutes 40 seconds East along the North Line of said Lot 1, also the Southerly Right-of-Way Line of a public road designated Hawkey Drive, a distance of 213.00 feet to the Northeast Corner of said Lot 1; thence South 00 degrees 34 minutes 10 seconds West along the East Line of said Lot 1, a distance of 330.06 feet to the Southeast Corner of said Lot 1; thence South 89 degrees 46 minutes 40 seconds West along the South Line of said Lot 1, a distance of 17.91 feet to the East Line of said Lot 13; thence South 00 degrees 34 minutes 10 seconds West along said East Line, a distance of 332.76 feet to the Southeast Corner of said Lot 13; thence South 75 degrees 02 minutes 20 seconds West along the South Line of said Lot 13, a distance of 202.46 feet to the Southerly extension of the West Line of said Lot 1; thence North 00 degrees 34 minutes 10 seconds East along said Southerly extension and the West Line of said Lot 1, a distance of 714.35 feet to the Point of Beginning, containing 3.219 acres, more or less, , subject to all easements, agreements, county codes and/or ordinances of record if any, all situated in the Township of Belvidere , the County of Boone and the State of Illinois. (PINs: 05-33-100-028 and 05-33-151-001)



**EXHIBIT B**  
**ANNEXATION PLAT**

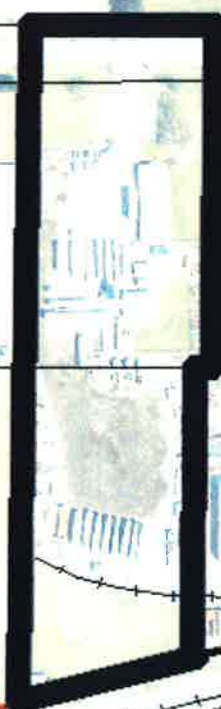
# Plat of Annexation

IRENE RD

INDY DR

HAWKEY DR

IRENE RD



1 inch = 212 feet

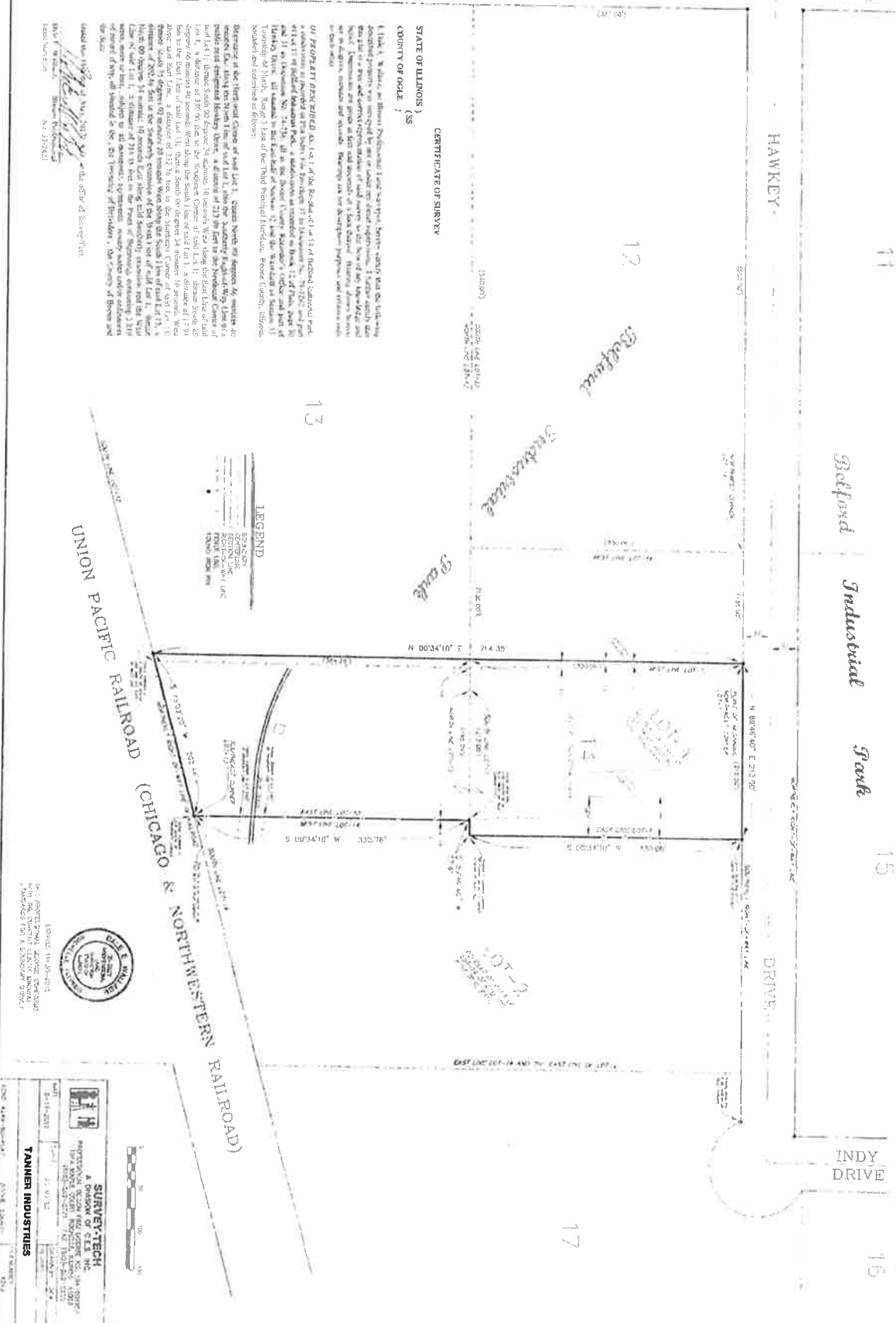


IRENE ROAD

HAWKEY

Golfwood Industrial Park

INDY DRIVE



STATE OF ILLINOIS  
COUNTY OF COCKE

CERTIFICATE OF SURVEY  
11  
12  
13  
15  
16

I, PAUL J. WILSON, Surveyor, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of said survey as shown to me by the said DAVID J. WILSON, the owner thereof, and that the same was read to and by the said DAVID J. WILSON and DAVID J. WILSON, the parties to said survey, and that they acknowledged to me the same to be a true and correct copy of the original of said survey, and that they executed the same on the 15th day of March, 2007, at the County of Cocke, State of Illinois, and that the same was duly recorded in the office of the Clerk of said County, Illinois, in Book 1 of said County, Illinois, at page 100.

Recorded at the Clerk's Office of said County, Illinois, on the 15th day of March, 2007, at 10:00 AM. The office of David J. Wilson, Surveyor, is located at 1000 South 1st Street, East Troy, Illinois 60120.

PAUL J. WILSON, Surveyor  
DAVID J. WILSON, Owner  
DAVID J. WILSON, Owner

LEGEND

- BOUNDARY
- EXISTING BUILDING
- EXISTING ROAD
- EXISTING RAILROAD
- EXISTING UTILITY LINE
- EXISTING CURB
- EXISTING DRIVEWAY
- EXISTING DRIVE
- EXISTING DRIVEWAY



SURVEY-TECH  
A DIVISION OF T.E.S. INC.  
TANNER INDUSTRIES

**EXHIBIT C**

**SITE PLAN**

**SEE EXHIBIT B**

**EXHIBIT D**  
**PRELIMINARY SEWER PLAN**

Owner(s) shall extend the City owned sanitary sewer main from its current terminus (located at the intersection of Indy Drive and Hawkey Drive) approximately 650 lineal feet to the far West side of the Property at Owner(s) cost pursuant to designs and engineering prepared by Owner(s) and approved by the City. Upon completion, and City acceptance, of the extended sanitary sewer main, the extended sanitary sewer main shall automatically be deemed dedicated to the City of Belvidere. Owner(s) agree to execute any documents necessary to effectuate the dedication.

**EXHIBIT E**  
**SEWER FEES**

Owner shall pay the Sewer Connection Fees and applicable recapture fees at the rate then in effect by ordinance at the time of connection of any structure to the City's sewer system.

## **EXHIBIT F**

### **PRELIMINARY WATER DESIGN PLAN**

Owner(s) shall extend the City owned water main from its current terminus (located at the intersection of Indy Drive and Hawkey Drive) approximately 650 lineal feet to the far West side of the Property at Owner(s) cost pursuant to designs and engineering prepared by Owner(s) and approved by the City. Upon completion, and City acceptance, of the extended water main, the extended water main shall automatically be deemed dedicated to the City of Belvidere. Owner(s) agree to execute any documents necessary to effectuate the dedication.

## **EXHIBIT G**

### **WATER FEES**

Owner shall pay the Water Connection Fees and applicable recapture fees at the rate then in effect by ordinance at the time of connection of any structure to the City's water system.



**EXHIBIT I**

**OFFSITE IMPROVEMENTS**

OTHER THAN WATER AND SEWER EXTENSIONS, NOT APPLICABLE AS THE  
SUBDIVISION IS ALREADY CONSTRUCTED.

## 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 annexation. 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.

- 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) Intentionally Blank
- 8) IDA Public Library: \$80.00 per lot (per unit in multi-family).
- 9) Storm Water Basin Fee: \$50.00
- 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.

# EXHIBIT K

## MODIFICATIONS TO STANDARD AGREEMENT

Not Applicable.

City: City of Belvidere,  
an Illinois Municipal Corporation

by: \_\_\_\_\_  
Mayor

ATTEST:

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

**OWNERS:**  
(Being the owners of the property  
and currently fifty one percent of the  
electors.)

By: Tanner Industries LLC.

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

Subscribed and Sworn to  
before me this \_\_\_\_\_ day.  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**ORDINANCE #**  
**AN ORDINANCE ANNEXING CERTAIN TERRITORY, TANNER INDUSTRIES**  
**LLC, TO THE CITY OF BELVIDERE,**  
**BOONE COUNTY, ILLINOIS**

WHEREAS, a written petition signed by the legal owner(s) of record of all land within the territory described in the attached Exhibit A (the Territory), has been filed with the City Clerk of the City of Belvidere, Boone County, Illinois, (the City) requesting that said Territory be annexed to the City of Belvidere; and

WHEREAS, any eligible electors residing in the Territory have executed the petition; and

WHEREAS, the Territory is not within the corporate limits of any municipality and the Territory is contiguous to the City; and

WHEREAS, legal notices regarding the annexation of the Territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, the legal owners of the Territory and the City have entered into a valid Annexation Agreement relating to the Territory; and

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

WHEREAS, it is in the best interest of the City that the Territory be annexed; and

NOW THEREFORE, be it ordained by the Mayor and City Council of the City of Belvidere, Boone County Illinois, as follows:

SECTION 1: The Territory described in the attached Exhibit A, which is incorporated herein by this reference, and which is further described in the Plat of Annexation attached as Exhibit B, which is also incorporated herein by this reference, is hereby annexed to the City of Belvidere, Boone County, Illinois.

SECTION 2: The Belvidere City Clerk is hereby directed to record, with the Recorder of Deeds for Boone County, Illinois, and file with the Boone County Clerk, a certified copy of this Ordinance, together with the accurate map of the Territory annexed and appended to the Ordinance as Exhibit B.

SECTION 3: That all maps, journals and other records of the City be changed accordingly.

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

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

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Passed by the Belvidere City Council this     day of October, 2017.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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

Ayes:            .  
Nays:            .  
Absent:          .

Passed:  
Approved:  
Published:

Prepared By / Return To:  
Michael S. Drella  
City Attorney  
City of Belvidere  
401 Whitney Blvd  
Belvidere, Illinois 61008

## EXHIBIT A

### LEGAL DESCRIPTION

#### ANNEXATION LEGAL DESCRIPTION

Lot 1 of the Re-plat of Lot 14 of Belford Industrial Park, a subdivision as recorded in Plat Index File Envelope 37 as Document No. 79-1282 and part of Lot 13 of Belford Industrial Park, a subdivision as recorded in Book 12 of Plats, page 30 and 31 as Document No. 74-738, all in the Boone County Recorder's Office and part of Hawkey Drive, all situated in the East-half of Section 32 and the West-half of Section 33, Township 44 North, Range 3 East of the Third Principal Meridian, Boone County, Illinois, bounded and described as follows:

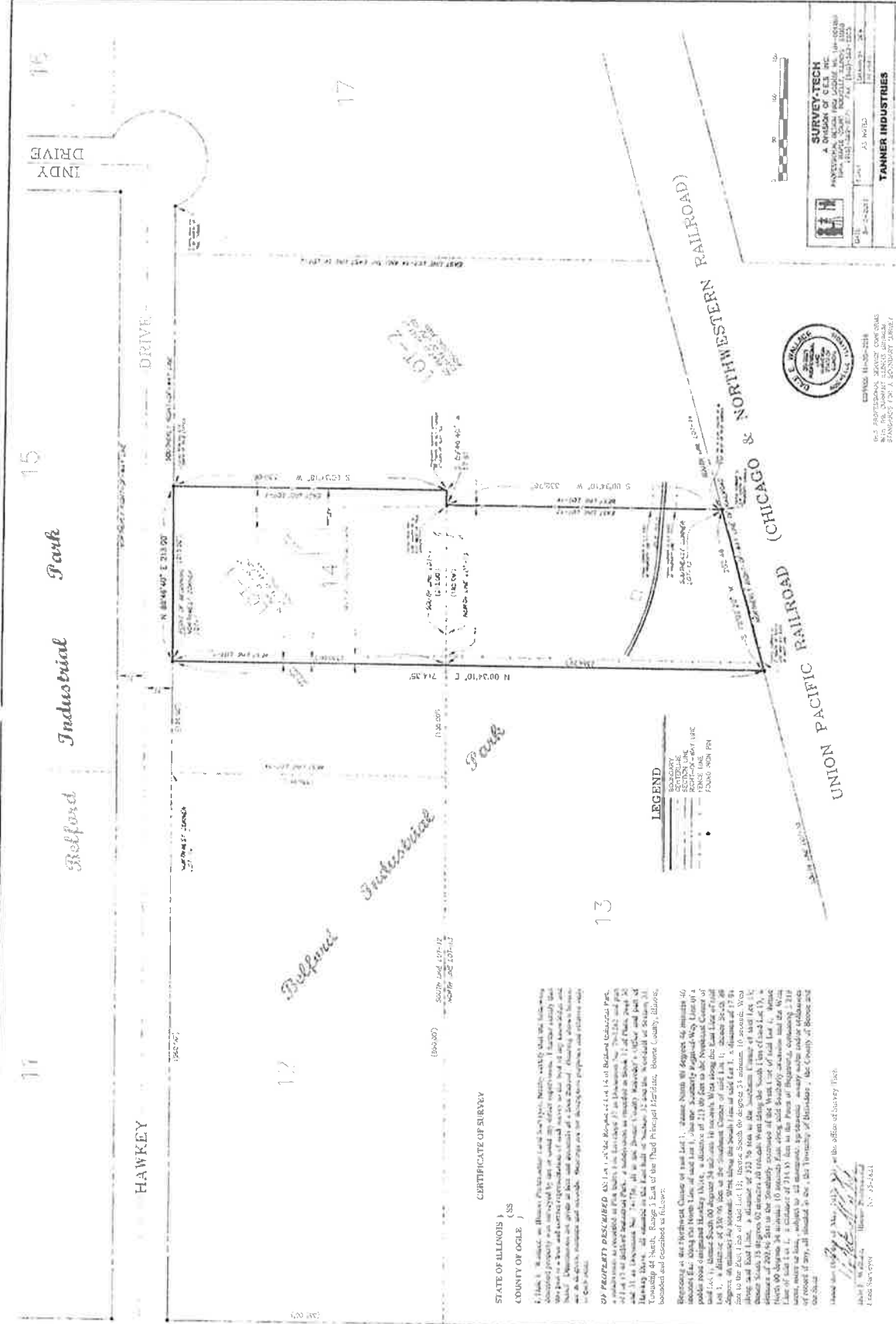
Beginning at the Northwest Corner of said Lot 1; thence North 89 degrees 46 minutes 40 seconds East along the North Line of said Lot 1, also the Southerly Right-of-Way Line of a public road designated Hawkey Drive, a distance of 213.00 feet to the Northeast Corner of said Lot 1; thence South 00 degrees 34 minutes 10 seconds West along the East Line of said Lot 1, a distance of 330.06 feet to the Southeast Corner of said Lot 1; thence South 89 degrees 46 minutes 40 seconds West along the South Line of said Lot 1, a distance of 17.91 feet to the East Line of said Lot 13; thence South 00 degrees 34 minutes 10 seconds West along said East Line, a distance of 332.76 feet to the Southeast Corner of said Lot 13; thence South 75 degrees 02 minutes 20 seconds West along the South Line of said Lot 13, a distance of 202.46 feet to the Southerly extension of the West Line of said Lot 1; thence North 00 degrees 34 minutes 10 seconds East along said Southerly extension and the West Line of said Lot 1, a distance of 714.35 feet to the Point of Beginning, containing 3.219 acres, more or less, , subject to all easements, agreements, county codes and/or ordinances of record if any, all situated in the Township of Belvidere , the County of Boone and the State of Illinois. (PINs: 05-33-100-028 and 05-33-151-001)

EXHIBIT B

PLAT OF ANNEXATION



ROAD IRENE



SURVEY-TECH  
 A SURVEYING AND MAPPING COMPANY  
 1101 N. W. 10th St., Suite 100  
 Ft. Lauderdale, FL 33304  
 Phone: (954) 561-1234  
 Fax: (954) 561-1235  
 Email: info@survey-tech.com  
 Website: www.survey-tech.com  
 License No. 12345  
 Surveyor's Seal



THE STATE OF FLORIDA  
 COUNTY OF ...  
 I, ...  
 SURVEYOR  
 DO hereby certify that the above is a true and correct copy of the original as recorded in my office.

CERTIFICATE OF SURVEY

STATE OF ILLINOIS )  
 COUNTY OF COLE )

I, the undersigned, Surveyor, do hereby certify that the above is a true and correct copy of the original as recorded in my office.

BY PRESENTED DESCRIBED AS ...

According to the Northwest Corner of said Lot 1, ...

Witness my hand and the seal of my office this ... day of ...

Surveyor

LEGEND  
 BOUNDARY  
 EXISTING BUILDING  
 PROPOSED BUILDING  
 EASEMENT  
 FUTURE ROAD RIGHT OF WAY



4066 DUMP BOX QUOTES

① HENDERSON  
LOOSE BOX PRIMED NO PAINT \$ 10,450 -  
LOOSE BOX POWDER COATED \$ 12,815 -  
BUT NOT SAND BLASTED

② MONROE  
LOOSE BOX PRIMED \$ 6,446 -  
NO PAINT

LOOSE BOX PAINTED \$ 8,196 -  
BUT NOT SAND BLASTED

③ BONNELL  
LOOSE BOX PRIMED \$ 9,790 -  
NO PAINT

LOOSE BOX PAINTED \$ 12,515 -  
\* INCLUDES SAND BLASTING  
AND PAINTING! \*

R.P. SERVICES SAND BLAST COMPLETE BOX  
PAINT BOTTOM BLACK &  
SIDES TO MATCH \$ 3,112 -

\* IF BOX IS NOT SAND BLASTED PRIOR TO  
PRIME & PAINT, IT IS GUARANTEED TO BE  
PITTING AND RUSTING IN 3 YEARS THEN WILL  
NEED TO BE SAND BLASTED AND REPAINTED  
AGAIN. CONSIDERING THIS TRUCK IS 15 YEARS  
OLD, I WOULD GO WITH MONROE @ \$ 6,446 AND R.P. SERVICES @ \$ 3,112  
9555 -



**QUOTATION**  
**Monroe Truck Equipment**  
 1051 W 7th Street  
 Monroe, WI 53566  
 Phone: 608-329-8383  
 Fax: 608-329-8521  
 Email: treynolds@monroetruck.com  
[www.monroetruck.com](http://www.monroetruck.com)

**Quote Number:** 9TRR001378  
**Job Order Number:**  
**Quote Date:** 6/5/2017  
**Quote valid until:** 7/5/2017  
**Terms:** NET 30  
**Salesperson:** NAFZGER, RICK  
**Quoted By:** Tim Reynolds

**Customer:** BELVIDERE, CITY OF, (1695900)  
 515 W LOCUST STREET  
 BELVIDERE, IL 61008-3628

**Contact:**  
**Phone:** 815-544-2612 **Fax:** 815-544-3060  
**Email:**

**Dealer Code:** \_\_\_\_\_  
**P.O. Number:** \_\_\_\_\_

**REASSIGN (Required for pool units):**  Fleet  Retail

**MSO/MCO (ONLY check if legally required):**  MSO  MCO

**Accepted by:** \_\_\_\_\_  
*Customer must fill out the information above before the order can be processed.*

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

**Chassis Information**

<b>Year:</b> 2016	<b>Make:</b> INTERNATIONAL	<b>Model:</b> WORK STAR	<b>Chassis Color:</b>	<b>Cab Type:</b>
<b>Single/Dual:</b> DRW	<b>CA:</b>	<b>CT:</b>	<b>Wheelbase:</b>	<b>Engine:</b> DIESEL
			<b>F.O. Number #:</b>	<b>Vin:</b>

**Comments:**

**Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:**

DESCRIPTION	AMOUNT
10' CRYSTEEL DUMP BODY	
- 1/2 X 84" CAB SHIELD (NOT INSTALLED)	
- 6 YD	
- 26" SIDES	
- 36" FRONT	
- 7 GAUGE A1011 SIDES AND ENDS	
- 32" TAILGATE WITH FULL RIBBED DOUBLE WALLED BRACING	
- 7 GA A1011 FLOOR WITH CROSSMEMBERS 12" ON CENTER	
- 9" INTERLOCKING UNDERSTRUCTURE FRAME	
- RECESSED STOP/TURN/ TAIL AND BACKUP LIGHTS WITH SEALED WIRING HARNESS AND JUNCTION BOX	
- BODY PROP	
- RUBBER REAR FLAPS	
- PRIMED	
** NOT INSTALLED **	
<b>Quote Total:</b>	<b>\$6,446.00</b>

**Additional Options:**

DESCRIPTION	AMOUNT	ADD TO QUOTE
PAINT	\$1,750.00	Yes / No
- PAINT BODY SINGLE STAGE NON METALLIC COLOR		
- INCLUDES MOUNTING CAB SHIELD		
* ( CUSTOMER MUST SUPPLY DIMENSIONS FOR CAB SHIELD ) *		

**Notes:**

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ◆ State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- ◆ Restocking fees may be applicable for cancelled orders.



Henderson Products - Illinois  
11921 Smith Drive  
Huntley, IL. 61042

Toll Free: 888-360-7483  
Office: 847-836-4996

## Quote

Date: 9/1/17  
To: Ryan @ City of Belvidere  
By: Joe Vagle  
Re: Body Replacement

---

Henderson Truck Equipment-Illinois is pleased to quote the following equipment:

**(1) Henderson Mark E Single Axle Dump Body**

10' long x 26" high sides with a 34" high tailgate  
10 gauge grade 50 sides and ends  
3/6" AR400 floor  
Single V-crimped side brace  
Manual tailgate release  
16" x 86" cabshield with lightboxes with 2 6" oval lightholes in each box  
Two 6" oval light holes in each rear corner post  
UB 7/17 under-body scissor hoist, 14.3 ton capacity  
Painted single stage one color

OPTIONAL EQUIPMENT

Deduct for body in prime only - no paint..... (\$2,365.00)

**NOTE:**

LEAD TIME FOR BODY FROM FACTORY IS 6-8 WEEKS  
CUSTOMER TO PICK UP BODY IN HUNTLEY

---

Price per Unit:	\$12,815.00
Number of Units	1
Extended Price	\$12,815.00
Tax	
Total Quote Price	\$12,815.00

FOB Huntley, IL

**Please note the following regarding installation quotes:**

A clean truck frame without obstruction is assumed in the pricing of our quote. Re-positioning of air tanks, fuel tanks or other obstacles to the ease of installation may require additional charges. Henderson will notify you before modification if this occurs.

RP SERVICES  
P.O. BOX 1165  
BELVIDERE, IL 61008  
815-547-5599

Invoice #: 00004033

Bill To:

Ship To:

CITY OF BELVIDERE STREET DEPT  
515 W. Locust  
Belvidere IL 61008

CITY OF BELVIDERE STREET DEPT  
515 W. Locust  
Belvidere IL 61008

SALESPERSON		YOUR NO.	SHIP VIA		SHIP DATE	TERMS	DATE	
						C.O.D.	8/15/2017	
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	DISC %	EXTENDED
1	SANDBLAST,	Prime & Paint new dump box for truck #4066			\$1,900.00			\$1,900.00
4	MATERIALS	Gal. primer			\$95.00			\$380.00
4	MATERIALS	Gal. paint			\$140.00			\$560.00
4	MATERIALS	Qts. activator			\$68.00			\$272.00
COMMENT						SALE AMT.	\$3,112.00	
<del>We appreciate your business.</del>						TOTAL AMT.	\$3,112.00	
<i>Quote Only</i>						PAID TODAY	\$0.00	
						BALANCE DUE	<del>\$3,112.00</del>	

*Quote*



1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

## Quote

Order Number: 0118180

Order Date: 8/7/2017

**Delivery Ticket only do not  
 remit from the Sales Order.  
 Invoice will arrive in the mail.**

**Bill To:** 0002991  
 CITY OF BELVIDERE  
 401 WHITNEY BLVD  
 SUITE 100  
 BELVIDERE, IL 61008

**Ship To:** 01  
 CITY OF BELVIDERE  
 515 W LOCUST  
 BELVIDERE, IL 61008

Phone: (815) 544-9256 Fax: (815) 544-1539 danderson@ci.belvidere.il.us  
**Confirm To:** DANNY ANDERSON Comment:

Phone:  
 Fax:

**Customer P.O.**                      **Ship VIA**                      **F.O.B.**                      **Terms**  
 Net 30 Days

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	<b>TRUCK EQUIPMENT</b> APPLICATION: USED SINGLE AXLE DUMP BODY  THE FOLLOWING WILL BE AN OVER THE COUNTER SALE AND INCLUDES NO INSTALL  1- DURACCLASS DUMP BODY  BODY SPECIFICATIONS:  - LENGTH: 10' - WIDTH: 8' - FRAME STYLE: I-BEAMS - CROSSMEMBERLESS - FLOOR STYLE: 45 DEGREE 8" BEVEL - FRONT STYLE: STRAIGHT - REAR STYLE: STRAIGHT - TAILGATE STYLE: DOUBLE ACTING - FRONT HEIGHT: 38" - SIDE HEIGHT: 28" - REAR HEIGHT: 38" - FRONT MATERIAL: SHEET 10 GA CARBON STEEL - SIDE MATERIAL: SHEET 10 GA CARBON STEEL - REAR MATERIAL: 3/16" CARBON STEEL - LONGMEMBER MATERIAL: 10" I-BEAMS - REAR CORNERPOST MATERIAL: HI-TEN - REAR APRON MATERIAL: HI-TEN - SIDE BRACING: HORIZONTAL - 12" OVERHANG - 10" CORNERPOST WIDTH - MANUAL TAILGATE - UPPER TAILGATE HARDWARE: 3/4" THICK HINGE PLATE - TAILGATE BRACING STYLE: 1 HORIZONTAL/ 2 VERTICALS - NO COAL CHUTE  1- BONNELL MANUFACTURED CABSHIELD TO MATCH EXISTING AND INSTALLED  1- MUD FLAP BRACKETS INSTALLED  1- LADDERS TO BE INSTALLED ON BOTH SIDES OF THE BODY AT THE FRONT  1- BODY AND CABSHIELD WILL BE PAINTED ORANGE TO MATCH CAB AT BONNELL INDUSTRIES	12,515.00	12,515.00



1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

**Order Number:** 0118180

**Order Date:** 8/7/2017

**Delivery Ticket only do not  
 remit from the Sales Order.  
 Invoice will arrive in the mail.**

**Bill To:** 0002991  
 CITY OF BELVIDERE  
 401 WHITNEY BLVD  
 SUITE 100  
 BELVIDERE, IL 61008

**Ship To:** 01  
 CITY OF BELVIDERE  
 515 W LOCUST  
 BELVIDERE, IL 61008

Phone: (815) 544-9256 Fax: (815) 544-1539 danderson@ci.belvidere.il.us  
**Conflrm To:** DANNY ANDERSON Comment:

Phone:  
 Fax:

**Customer P.O.**                      **Ship VIA**                      **F.O.B.**                      **Terms**  
 Net 30 Days

Ordered	Unit	Item Number	Each Price	Extended Price
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**15% RESTOCKING FEE ON RETURNED ITEMS**

**NO RETURNS ON ELECTRICAL ITEMS**

JAD

Net Order:	12,515.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>12,515.00</b>
Less Deposit:	0.00
<b>Order Balance:</b>	<b>12,515.00</b>

Please Pay From Invoice  
 1-1/2% Per Month (18% Annual Rate) Finance Charge Will Be Added to Past Due Accounts

Salesperson: 0006 Scott Blumeyer



1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

**Order Number:** 0118176  
**Order Date:** 8/7/2017

**Delivery Ticket only do not  
 remit from the Sales Order.  
 Invoice will arrive in the mail.**

**Bill To:** 0002991  
 CITY OF BELVIDERE  
 401 WHITNEY BLVD  
 SUITE 100  
 BELVIDERE, IL 61008

**Ship To:** 01  
 CITY OF BELVIDERE  
 515 W LOCUST  
 BELVIDERE, IL 61008

Phone: (815) 544-9256 Fax: (815) 544-1539 danderson@ci.belvidere.il.us  
**Conflrm To:** DANNY ANDERSON Comment:

Phone:  
 Fax:

**Customer P.O.**                      **Ship VIA**                      **F.O.B.**                      **Terms**  
 Net 30 Days

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	<b>TRUCK EQUIPMENT</b> APPLICATION: USED SINGLE AXLE DUMP BODY  THE FOLLOWING WILL BE AN OVER THE COUNTER SALE AND INCLUDES NO LABOR OR PAINT. BODY WILL BE PRIMED ONLY  1- DURACCLASS DUMP BODY  BODY SPECIFICATIONS:  - LENGTH: 10' - WIDTH: 8' - FRAME STYLE: I-BEAMS - CROSSMEMBERLESS - FLOOR STYLE: 45 DEGREE 8" BEVEL - FRONT STYLE: STRAIGHT - REAR STYLE: STRAIGHT - TAILGATE STYLE: DOUBLE ACTING - FRONT HEIGHT: 38" - SIDE HEIGHT: 28" - REAR HEIGHT: 38" - FRONT MATERIAL: SHEET 10 GA CARBON STEEL - SIDE MATERIAL: SHEET 10 GA CATBON STEEL - REAR MATERIAL: 3/16" CARBON STEEL - LONGMEMBER MATERIAL: 10" I-BEAMS - REAR CORNERPOST MATERIAL: HI-TEN - REAR APRON MATERIAL: HI-TEN - SIDE BRACING: HORIZONTAL - 12" OVERHANG - 10" CORNERPOST WIDTH - MANUAL TAILGATE - UPPER TAILGATE HARDWARE: 3/4" THICK HINGE PLATE - TAILGATE BRACING STYLE: 1 HORIZONTAL/ 2 VERTICALS - NO COAL CHUTE  1- BONNELL MANUFACTURED CABSHIELD TO MATCH EXISTING	9,790.00	9,790.00



1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

**Order Number:** 0118176

**Order Date:** 8/7/2017

**Delivery Ticket only do not  
 remit from the Sales Order.  
 Invoice will arrive in the mail.**

**Bill To:** 0002991  
 CITY OF BELVIDERE  
 401 WHITNEY BLVD  
 SUITE 100  
 BELVIDERE, IL 61008

**Ship To:** 01  
 CITY OF BELVIDERE  
 515 W LOCUST  
 BELVIDERE, IL 61008

Phone: (815) 544-9256 Fax: (815) 544-1539 danderson@ci.belvidere.il.us  
**Confirm To:** DANNY ANDERSON Comment:

Phone:  
 Fax:

**Customer P.O.**                      **Ship VIA**                      **F.O.B.**                      **Terms**  
 Net 30 Days

Ordered	Unit	Item Number	Each Price	Extended Price
---------	------	-------------	------------	----------------

**15% RESTOCKING FEE ON RETURNED ITEMS**

**NO RETURNS ON ELECTRICAL ITEMS**

JAD

Please Pay From Invoice  
 1-1/2% Per Month (18% Annual Rate) Finance Charge Will Be Added to Past Due Accounts

Salesperson: 0006 Scott Blumeyer

Net Order:	9,790.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>9,790.00</b>
Less Deposit:	0.00
<b>Order Balance:</b>	<b>9,790.00</b>



July 5, 2017

Dear Mr. Chamberlain and the Library Board,

I'm writing in response to your advertisement asking for interested persons to apply for the Library Board. I hope you'll consider my application.

**Library Experience**

Public libraries are my favorite places. Every time I move to a new place, I immediately apply for my library card. Portland, Camus, Rockford, Freeport, Charleston, Mattoon, Belvidere, Lake Villa, DeKalb - I still have all my library cards. The opportunities at libraries are enormous: meet your neighbors, learn about local events, grab the latest best seller and investigate the always intriguing non-fiction section, attend free community programs, see your kids learn to read and let them bring home the "Frozen" soundtrack (for the millionth time) - I can't pass any of that up. The Young Adult section is my favorite - it's where I found out that the Anne of Green Gables series continues for 8 (amazing) books! Both of my children completed the "1000 Books Before Kindergarten", and we all look forward to the summer reading program. We attend the reading classes and story times and visit the baby chicks and weed and dig in the garden. I often use the computers and printers to print out materials. I get to reserve the newest books and movies and music and have them waiting at the front desk for me to take home and enjoy. And the fee for all this? Nothing. That's pretty awesome.

**Promoting library services / Special skills**

I've been a professional graphic designer for 16 years, web designer for the last 2. If I can use those skills to promote the services of the library, I'd be happy to do that. Posters, signs, web ads, online campaigns, flyers, etc - I do them all. [www.michellerappuhn.com](http://www.michellerappuhn.com)

**Library interest**

Reading is my favorite activity. Libraries are my favorite places. Belvidere is my home, and anything I can do to help my community is a help to my family as well.

**Community**

I represent the 30-ish women who read the *Twilight* series obsessively, binge watch DVDs of *Downton Abby*, and try every single new cookbook. I'm mom of a 6-year old girl who loves to read chapter books and a 3-year old boy who is wild, except at story time. I'm the wife of a BNHS science teacher who enjoys nature documentaries. I lead a Girl Scout troop of 24 little girls, planning their activities and programs. And yes - we visited the library for their "Responsible for What I Say and Do" badge. In college, I worked as the Community Advisor - NIU's version of a resident assistant. My focus was providing active and passive programming for the students, and I loved the job. I'm Team Mom for the local Thunder Cheer flyweight squad of 15 little gals. My husband and I are DIYers and use library books to show us how to do stuff. I love this community, and want to grow deep roots for my family. The library is a pretty good place for that. I'm thoughtful, careful, an extreme planner, driven, enthusiastic, and love the Ida library. If you think that's a good fit for the library board, I'd be happy to talk to you about it.

**Time**

The monthly meeting is manageable in my schedule.

Thanks for your time and consideration. I hope we can speak soon.

Sincerely,



Michelle Rappuhn  
1257 Russell Road  
Belvidere, IL 61008  
815-323-2120  
[michelle@michellerappuhn.com](mailto:michelle@michellerappuhn.com)



# michelle rappuhn

GRAPHIC DESIGNER

*Creative graphic and web designer, skilled in relevant software, web design, print production, customer operations. Self-motivated learner who enjoys challenges, has excellent work habits, and exceptional organizational skills. Recognized in leadership, design, and academics.*

## MICHELLE RAPPUHN

1257 Russell Road  
Belvidere IL 61008  
815-323-2120  
michelle@michellerappuhn.com

## SERVICE

Girl Scout Daisy Troop 2230 Leader,  
awarded Honor Troop,  
recognized for recruitment;  
Boone day camp board member;  
Thunder Youth Cheer Team Mom

## EDUCATION

Northern Illinois University, May 2002  
Bachelor of Fine Arts in Design,  
emphasis in Visual Communications;  
French Minor

## UNIVERSITY ACHIEVEMENTS

School of Art Graduation Speaker;  
School of Art Dean's Award;  
Peer Mentor; Graduation Marshall;  
Outstanding Student Leader;  
NIU Design Show and BFA Show;  
Honor Society; Dean's List; ALGA;  
Programming Excellence Awards;  
Residence Hall Honor Society;  
Math Tutor; Cougar Dance Team

## SKILLS

Mac Software *Pro*: QuarkXPress, Photoshop, InDesign, Illustrator, Acrobat, MS Word, PowerPoint *Basic*: Dreamweaver, Flash

Graphic Design Original design of printed materials, logos, ad campaigns, retail packaging and displays, signage, and internal and outgoing visual communications for corporate and non-for-profit clients

Web Designs website mockups, web ads, banners, Flash ads; Develops social media, e-newsletters, Wordpress websites; Collaborates with programmer

Illustration Creation of complex and accurate technical vector images and diagrams; Infographics; Creative art

Photography Product shots, retouching, image manipulation, photo searches

Production Creation of press ready art; Coordination with vendors for competitive pricing; Press checks and proofs for high quality print materials

Office Operations Application of Lean principles to organize and maintain paperless archive and file share systems; Quoting, purchasing, billing

## EMPLOYMENT HISTORY

Freelance Graphic / Web Designer *michellerappuhn.com*, 06/09 - current

- Continuing design, production, and illustration for Cadet Manufacturing
- Design for corporate clients, programmers, and marketing agencies

Web Designer *Journal Gazette/Times Courier*, 04/10 - 04/11

- Created and edited compelling online Flash ads, splash pages, print ads, video, and audio, web pages, contests, and special sections
- Served as in-house interactive design and development expert, providing continual training and assistance for managers, graphic artists, and staff
- Created and maintained online databases; tracked ads for effectiveness
- Identified trends and viewer needs and their potential to provide viewership
- Illinois Press Association Awards, Online Ads and Portfolio, 2011

Marketing Coordinator *Coles County Young Professionals*, 04/10 - 07/10

- Lead and coordinated their internal and external communications, including monthly e-newsletter, agendas, emails, social media; Planned event logistics, publicity, registration, and news releases for the media

Graphic / Web Designer *Cadet Manufacturing*, 01/07 - 06/09

- Defined new standards that made for a stronger, more attractive visual impact
- Worked with marketing and sales teams to review and redesign print and ad campaigns to deliver a new, more focused message
- Collaborated with web programmer on banners, ads, and layout
- Created highly detailed and precise technical vector illustrations and diagrams

Graphic Designer *Balance Design*, Rockford, 05/03 - 08/06

- Designed and produced high end print materials, corporate identity projects, tradeshow displays, billboards, signs, and ad campaigns quickly and creatively
- Found cost effective solutions that maintained the integrity of visual standards