

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

September 18, 2017

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 7:00 p.m.
Mayor Chamberlain presiding.

(1) Roll Call:

(2) Pledge of Allegiance:

Invocation: Mayor Chamberlain.

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

(4) Approval of minutes of the regular meeting of the Belvidere City Council of
September 5, 2017; as presented.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(A) Illinois State Bar Association Law Enforcement Award to Officer Michelle
Wilgus.

(B) Sikich Audit Report.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$1,849,821.96
Water & Sewer Fund Expenditures: \$ 413,588.40

(8) Committee Reports and Minutes of City Officers:

(A) Belvidere Police Department Overtime Reports of August 29, 2017
through September 11, 2017.

(B) Belvidere Fire Department Overtime Reports of August 30, 2017
through September 12, 2017.

(C) Monthly Report of Community Development/Planning Department for
August 2017.

(D) Monthly Treasurer's Report for August 2017.

(E) Monthly General Fund Report for August 2017.

(F) Monthly Water/Sewer Fund Report for August 2017.

(G) Minutes of Committee of the Whole – Building, Planning and Zoning and
Public Works of September 11, 2017.

(9) Unfinished Business:

- (A) Ord. #365H – 2nd Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to PI, Planned Industrial District (6572-6578 Revlon Drive). Tabled until October 2, 2017
- (B) Ord. #366H – 2nd Reading: An Ordinance Granting a Special Use to Allow Outdoor Storage and Wholesaling (Impound Yard) within the PI, Planned Industrial District (6572-6578 Revlon Drive). Tabled until October 2, 2017
- (C) Ord. #367H – 2nd Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to PI, Planned Industrial District (2223 Hawkey Drive). Tabled until October 2, 2017

(10) New Business:

- (A) Ord. #368H – 1st Reading: 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) Ord. #369H – 1st Reading: An Ordinance Authorizing the Execution of an Annexation Agreement between the City of Belvidere and Tanner Industries LLC.
- (C) Ord. #370H – 1st Reading: An Ordinance Annexing Certain Territory, Tanner Industries LLC to the City of Belvidere, Boone County, Illinois.

Motions forwarded from Committee of the Whole Building, Planning and Zoning and Public Works of September 11, 2017.

Motions of Public Works Chairman Brooks:

- (A) Motion to purchase from Monroe Truck Equipment a 10' Crysteel Dump Body in the amount of \$6,446. This expense will come from line item 61-5-820-6030.
- (B) Motion to approve R.P. Services to sandblast and paint the box for an amount of \$3,112. This expense will come from line item 61-5-820-6030.

Motion of Finance and Personnel Chairman Ratcliffe:

- (C) Motion to approve the Ida Public Library appointment of Michelle Rappuhn.

(11) Adjournment:

State of Illinois SS
Belvidere, Illinois

**Belvidere City Council
Regular Session
Minutes**

Date: September 5, 2017

Convened in the Belvidere City Council Chambers, 401 Whitney Blvd, Belvidere Illinois at 7 p.m.

Mayor Chamberlain presiding:

(1) Roll Call: Present: M. Borowicz, R. Brooks, G. Crawford, M. Freeman,
T. Porter, T. Ratcliffe, M. Sanderson, D. Snow and C. Stevens.
Absent: W. Frank.

Other staff members in attendance:

Finance Director Becky Tobin, Building Director Lesa Morelock, Street/Water/Sewer Supt. Danny Anderson, Fire Chief Hyser, Police Chief Noble, City Attorney Drella and City Clerk Arco.

(2) Pledge of Allegiance:
Invocation: Mayor Chamberlain:

(3) Public Comment:

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of August 21, 2017; as presented.

Motion by Ald. Snow, 2nd by Ald. Borowicz to approve the minutes of the regular meeting of the Belvidere City Council of August 21, 2017. Roll Call Vote: 9/0 in favor. Ayes: Borowicz, Brooks, Crawford, Freeman, Porter, Ratcliffe, Sanderson, Snow and Stevens. Nays: None. Motion carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

- (A) Mayor Chamberlain presented a Proclamation for Constitution Week to Kathy Hughes of DAR.
- (B) Fire Chief Hyser reported on MDA – Fill the Boot Campaign.

(7) Approval of Expenditures: None.

(8) Committee Reports & Minutes of City Officers:

- (A) Belvidere Police Department Overtime Report of August 15, 2017 through August 28, 2017.
- (B) Belvidere Fire Department Overtime Reports of August 14, 2017 and August 16, 2107 through August 29, 2017.
- (C) Minutes of City-County Coordinating Committee of August 2, 2017.

Let the record show these reports and minutes were placed on file.

- (D) Minutes of Committee of the Whole – Public Safety and Finance and Personnel of August 28, 2017.

Motion by Ald. Crawford 2nd by Ald. Brooks to approve the minutes of Committee of the Whole – Public Safety and Finance and Personnel of August 28, 2017. Roll Call Vote: 9/0 in favor. Ayes: Brooks, Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz and Crawford. Nays: None. Motion carried.

(9) Unfinished Business: None.

- (A) Ord. #365H -2nd Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to PI, Planned Industrial District (6572-6578 Revlon Drive).
- (B) Ord. #366H – 2nd Reading: An Ordinance Granting a Special Use to Allow Outdoor Storage and Wholesaling (Impound Yard) within the PI, Planned Industrial District (6572-6578 Revlon Drive).
- (C) Ord. #367H – 2nd Reading: An Ordinance Granting a Zoning District Change from RH, Rural Holding District to PI, Planned Industrial District (2223 Hawkey Drive).

Motion by Ald. Snow, 2nd by Ald. Sanderson to table Ordinances #365H, #366H and #367H to October 2, 2017. Aye voice vote carried. Motion carried.

(10) New Business:

Motion forwarded from City-County Coordinating Committee of August 2, 2017.

(A) Motion to approve the TRC invoice #243416 in the amount of \$7,738.48 with a 50/50 split between the City and County. Roll Call Vote: 9/0 in favor. Ayes: Crawford, Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz and Brooks. Nays: None. Motion carried.

(B) Motion to approve the quote from Van Ert Electric Company in the amount of \$12,000 with a 50/50 split between the City and County. Roll Call Vote: 9/0 in favor. Ayes: Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks and Crawford. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole – Public Safety and Finance and Personnel of August 28, 2017.

(A) Motion to approve the purchase of two APX 8000 dual-bank radios for the Belvidere Fire Department from Motorola at a cost not to exceed \$13,649.56. Roll Call Vote: 9/0 in favor. Ayes: Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford and Freeman. Nays: None. Motion carried.

(B) Motion to accept the donation of \$1,500 from Gordon Neese for the purchase of four Varidesk Pro Plus 36 Height Adjustable Standing Desks. Roll Call Vote: 9/0 in favor. Ayes: Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford, Freeman and Porter. Nays: None. Motion carried.

(C) Motion by Ald. Sanderson, 2nd by Ald. Snow to approve waiving the bidding process for replacement of warning sirens. Roll Call Vote: 9/0 in favor. Ayes: Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford, Freeman, Porter and Ratcliffe. Nays: None. Motion carried.

(D) Motion to approve the expenditure of \$63,288 for the purchase of three 2001-130 Series Warning Sirens with AC/DC operations to include installation charges and a service agreement. Roll Call Vote: 9/0 in favor. Ayes: Snow, Stevens, Borowicz, Brooks, Crawford, Freeman, Porter, Ratcliffe and Sanderson. Nays: None. Motion carried.

(E) Motion to approve the appointments of Robert J. Pechacek and Joe Fortmann to the Ida Public Library Board. Roll Call Vote: 9/0 in favor. Ayes: Stevens, Borowicz, Brooks, Crawford, Freeman, Porter, Ratcliffe, Sanderson and Snow. Nays: None. Motion carried.

(F) Motion to approve the block party request of Monica Kaspar-Chabucos of 3108 Countryside Drive for September 9, 2017. Roll Call Vote: 9/0 in favor. Ayes: Borowicz, Brooks, Crawford, Freeman, Porter, Ratcliffe, Sanderson, Snow and Stevens. Nays: None. Motion carried.

(G) Motion to approve the proposal from Baxter & Woodman in the amount of \$57,700 to complete the Pilot Area I/I Study and Sump Pump Survey. This work will be paid for from the Sewer Depreciation Fund. Roll Call Vote: 8/1 in favor. Ayes: Brooks, Crawford, Porter, Ratcliffe, Sanderson, Snow, Stevens and Borowicz. Nays: Freeman. Motion carried.

(H) Motion by Ald. Snow, 2nd by Ald. Crawford to appoint Don Banks to the Community Building Complex Committee. Roll Call Vote: 9/0 in favor. Ayes: Crawford, Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz and Brooks. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. Crawford, 2nd by Ald. Brooks to adjourn the meeting at 7:35 p.m. Aye voice vote carried. Motion carried.

_____ Mayor

Attest:

_____ City Clerk

Bills Payable Summary
September 18, 2017

General Fund: \$1,829,825.09

Special Funds:

Farmington Ponds SSA#2	\$ 7,961.98
Farmington Ponds SSA#3	\$ 5,034.89
Escrow	\$ 7,000.00

Water & Sewer: \$ 413,588.40

Total of Funds: \$ 2,263,410.36

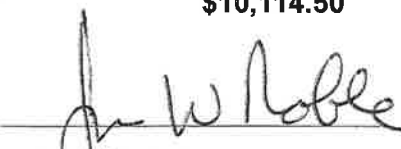
Belvidere Police Department Payroll Report

Dept: 1790

9/12/2017

For Overtime Incurred between 8/29/17 and 9/11/17

Last Name:	Employee ID:	Total Hours:	Total Overtime Pay:
Ball	00739	15.5	\$846.30
Bell	00813	4	\$218.40
Bird	00793	4	\$218.40
Davenport	00935	20.5	\$914.51
Delavan	00848	4	\$202.38
Derry	00816	14.5	\$791.70
Ellingson	00758	2	\$109.20
Garcia	00988	2	\$80.31
Gardner	00627	11	\$672.71
Jones	00772	20.5	\$1,119.30
Kaplan	00858	12.5	\$632.44
King	00868	3	\$151.79
Korn	00989	20	\$718.80
Kozlowski	00846	11	\$556.55
Lane	00949	3	\$123.75
Moore	00707	2	\$109.20
Parker,B	00686	27	\$1,474.20
Polnow	00886	9	\$434.70
Reese	00979	1.5	\$60.23
Smaha	00659	2.5	\$152.89
Sommerfield	00843	2	\$101.19
Washburn	00784	5.5	\$336.35
Zapf	00934	2	\$89.22
Totals:		199	\$10,114.50



Jan W. Noble
Chief of Police

BELVIDERE FIRE DEPT
Overtime Report
Date Between {08/30/2017} And {09/12/2017}

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay
00754	Burdick, David J						
09/11/2017	07:00		OT	SCV Shift Coverage for	24.00	24.00	1043.76
				Staff Member Totals:	24.00	24.00	1043.76
00966	Ellwanger, Adam A						
09/09/2017	21:00		OT	GRI General Recall for	0.75	2.00	57.74
09/11/2017	07:00		OT	CRO Shift Carry Over	0.50	0.50	14.43
				Staff Member Totals:	1.25	2.50	72.17
00971	Heiser, Bradley Donald						
09/06/2017	18:00		OT	TRTM TEMS Training	3.00	3.00	86.61
				Staff Member Totals:	3.00	3.00	86.61
00993	Mead, Stephen C.						
09/07/2017	01:00	17-0002097	OT	GRM General Recall Due to	1.25	2.00	52.40
09/09/2017	08:30		OT	CPRI C.P.R. Instruction	5.00	5.00	131.00
09/09/2017	14:29	17-0002117	OT	GRI General Recall for	0.08	2.00	52.40
				Staff Member Totals:	6.33	9.00	235.80
00755	Oates, Joshua A						
09/06/2017	18:00		OT	TRTM TEMS Training	3.00	3.00	112.89
				Staff Member Totals:	3.00	3.00	112.89
00958	Pavlatos, Gregory R						
09/08/2017	09:30		OT	TREP Initial Paramedic	1.50	2.00	57.74
09/11/2017	07:00		OT	CRO Shift Carry Over	0.50	0.50	14.43
				Staff Member Totals:	2.00	2.50	72.17
00970	Pihl, Aaron R						
09/01/2017	07:00		OT	SCSE Shift Coverage for	24.00	24.00	699.84
				Staff Member Totals:	24.00	24.00	699.84
00631	Scarpetta, Michael A						
09/01/2017	07:00		OT	TROT Training not	7.75	7.75	293.10
				Staff Member Totals:	7.75	7.75	293.10
00852	Schadle, Shawn W						
09/07/2017	12:30		OT	ADD Administrative Duties	4.00	3.00	130.47
09/11/2017	12:30		OT	ADD Administrative Duties	4.50	4.50	195.70
				Staff Member Totals:	8.50	7.50	326.17
00781	Swanson, Jason A						
09/11/2017	07:00		OT	CRO Shift Carry Over	0.25	0.25	9.45
				Staff Member Totals:	0.25	0.25	9.45
				All Staff Member Totals:	80.08	83.50	2,951.98

Types: F=Fire, M=EMS/Medical, R=Rescue, O=Other

BELVIDERE

Community Development Department Planning Department

401 Whitney Boulevard, Suite 300, Belvidere, Illinois, 61008 (815) 547-7177 FAX (815) 547-0789

August 2017 Monthly Report

Number	Project	Description	Processed
Belvidere Projects			
4	Cases: August	Alas Properties, RZ, 6572 Revlon Drive	05/30/2017
		Alas Properties, SU, 6572 Revlon Drive	05/30/2017
		Alas Properties, VAR, 6572 Revlon Drive	05/30/2017
		Tanner Industries, RZ, 2223 Hawkey Drive	06/13/2017
0	Cases: September	None	
1	Cases: October	Belvidere Arts Council, SU, 319 S. State St.	08/25/2017
2	Annexation	Alas Properties, 6572 Revlon Drive	05/30/2017
		Tanner Industries, 2223 Hawkey Drive	06/13/2017
0	Temporary Uses	None	
2	Site Plans (New/Revised)	435 Southtowne Drive, Little Minds Daycare	08/03/2017
		1625 South State Street, SAMG	08/23/2017
5	Final Inspection	675 Corporate Parkway, Magna	08/04/2017
		775 Logistics Drive, Yengfang	08/09/2017
		320 Whitney Boulevard, All Paws Pet Wash	08/09/2017
		1004 Logan Avenue, Belvidere Ultrasound	08/16/2017
		775 Logistics Drive, Yengfang	08/16/2017
1	Downtown Overlay Review	209 South State Street, Apartment	08/10/2017
3	Prepared Zoning Verification Letters	1005 McKinley Avenue	08/02/2017
		1428-1430 Whitney Boulevard	08/03/2017
		1906 Pierce Court	08/21/2017
1	Issued Address Letters	916-918 Warren Avenue	08/17/2017
	Belvidere Historic Preservation Commission	Sold tickets for the Progressive Dinner and continued planning for the event	
	Heritage Days	None	
	Hometown Christmas	Continue planning and meeting for the event	
Poplar Grove Projects			
0	Cases: August	None	
1	Cases: September	Owens, 13551 IL Rte 76, SU	07/31/2017
1	Cases: October	Kennedy, IL Rte 76, FP	08/23/2017
0	Issued Address Letters	None	
0	Prepared Zoning Verification Letters	None	

Scanned Plats: E-mail, Print and/or Burn

Planning Monthly Report Cont.

- 0 Recorder's Office
- 0 Other Department
- 0 General Public

Planning Department Current Duties

Close out completed planning case files

Respond to all FOIA requests

Work with 911, Fire Department and Post Office to verify all addresses in the City

Assist Growth Dimensions with requested data

Meetings and phone calls with developers regarding potential development

Phone calls/walk-ins for questions regarding zoning, floodplain, development, etc.

Prepare minutes, agendas and packets for various committees, commissions, boards

Prepare deposits and purchase orders for bill payments

Continue meeting with RMAP regarding planning activities

*** Volunteered at the City tent during the Boone County Fair

MONTHLY TREASURER'S REPORT

		Activity for the month of:				Aug 2017			
FUND	FUND #	Beginning Cash Balance	Receipts (Cash In)	Expenditures (Cash Out)	Month's Due to or Due From Activity	Ending Cash Balance	Outstanding Interfund Loans + Borrowings -	Ending Fund Balance	
General	01	10,669,881.66	1,792,605.36	955,484.54	0.00	11,506,802.48	42,406.39	11,549,208.87	
Forestry	01	(257,148.68)	6,897.42	55,633.00		(305,884.26)		(305,884.26)	
Landfill	01	(14,639.52)	8,867.57	0.00		(5,771.95)		(5,771.95)	
I M R F / Soc Sec	01	(146,174.27)	66,505.98	54,960.57		(134,628.86)		(134,628.86)	
Community Dev Fund	01	(708,407.50)	24,660.05	33,090.04		(716,837.49)		(716,837.49)	
Liability Insurance	01	(945,983.76)	57,127.71	0.00		(888,856.05)		(888,856.05)	
General Fund	01	8,597,327.93	1,956,664.09	1,099,168.15	0.00	9,454,823.87	42,406.39	9,497,230.26	
Motor Fuel Tax	10	1,173,479.96	60,002.66	351,503.26		881,979.36		881,979.36	
Kishwaukee TIF	13	59,493.75	14,559.59	0.00		74,053.34	(42,406.39)	31,646.95	
Kishwaukee 2 TIF	15	4,914.77	0.00	0.00		4,914.77		4,914.77	
Special Service Area 2	16	11,734.89	2,861.31	808.06		13,788.14		13,788.14	
Special Service Area 3	17	6,990.21	1,031.65	237.27		7,784.59		7,784.59	
Capital Projects - general									
Utility Tax Fund	41	0.00	0.00	0.00		0.00		0.00	
Public Improvement	41	78,560.85	7,888.51	2,777.50		83,671.86		83,671.86	
Capital Fund (752)	41	156,805.55	20.77	5,085.92		151,740.40		151,740.40	
State Street Bridge	41	56,117.81	0.00	0.00		56,117.81		56,117.81	
Capital Projects	41	291,484.21	7,909.28	7,863.42	0.00	291,530.07	0.00	291,530.07	
W/S General Admin	61	75,607.08	0.00	0.00		75,607.08		75,607.08	
Water - operations	61	612,650.41	172,386.35	170,260.52	(64,174.03)	550,602.21		550,602.21	
W / S - bond proceeds	61	0.00	0.00	0.00		0.00		0.00	
W / S - bond payments	61	188,572.63	46,494.36	0.00		235,066.99		235,066.99	
W / S - bond reserves	61	590,177.86	428.36	0.00		590,606.22		590,606.22	
Sewer - operations	61	983,007.39	402,378.67	241,194.40	(64,174.03)	1,080,017.63		1,080,017.63	
W/S Cap Imprv (Depr) 04-09	61	1,579,492.91	26,601.30	207,570.12		1,398,524.09		1,398,524.09	
W/S Connection/Agr Fees 05-10	61	4,063,332.36	10,983.09	0.00		4,074,315.45		4,074,315.45	
Sewer Plant Equip Repl 06-08	61	366,969.81	41,591.61	36,205.62		372,355.80		372,355.80	
Water / Sewer Fund	61	8,459,810.45	700,863.74	655,230.66	(128,348.06)	8,377,095.47	0.00	8,377,095.47	
Escrow	91	1,245,202.49	56.84	5,000.00		1,240,259.33		1,240,259.33	
TOTAL		19,850,438.66	2,743,949.16	2,119,810.82	(128,348.06)	20,346,228.94	0.00	20,346,228.94	

FUND	FUND #	Checking	Money Market	C D 's	Trust Acct	Ending Cash Balance	Due From + Due To - Other Funds	Ending Fund Balance
General Fund	01	2,528,527.96	374,069.89	6,552,226.02		9,454,823.87	42,406.39	9,497,230.26
Motor Fuel Tax	10	58,654.84	823,324.52			881,979.36		881,979.36
Kishwaukee TIF	13	74,053.34	0.00			74,053.34	(42,406.39)	31,646.95
Kishwaukee 2 TIF	15	4,914.77	0.00			4,914.77		4,914.77
Sp Srv Areas #2-Farmington	16	13,788.14	0.00			13,788.14		13,788.14
Sp Srv Areas #3-Farmington	17	7,784.59	0.00			7,784.59		7,784.59
Capital Projects	41	46,982.63	244,547.44			291,530.07		291,530.07
Water / Sewer Fund	61	1,698,482.44	87,472.03	6,591,141.00		8,377,095.47		8,377,095.47
Escrow	91	231,758.03	552,178.06	456,323.24		1,240,259.33		1,240,259.33
TOTAL		4,664,946.74	2,081,591.94	13,599,690.26	0.00	20,346,228.94	0.00	20,346,228.94
Fire Department - 2% Fund	19	7,568.98	16,099.29			23,668.27		23,668.27
Seized Vehicles		5,616.40				5,616.40		5,616.40
Drug Operations		55,181.82				55,181.82		55,181.82
State Asset Forfeiture		64,202.85				64,202.85		64,202.85
Federal Forfeiture		63,891.61				63,891.61		63,891.61
Auction		67,750.22				67,750.22		67,750.22
Metro Narcotics		13,708.85				13,708.85		13,708.85
Metro Narcotics OAF		524.00				524.00		524.00
Belvidere OAF		633.50				633.50		633.50
TOTAL POLICE FUNDS as of July 2017		271,509.25				271,509.25		271,509.25

INCOME STATEMENT FOR THE GENERAL FUND

		Through			August , 2017		
Account #	Actual FY 16	Actual FY 17	Month of August	YTD Actual for FY 18	Budget FY 18	33% of budget	
General Administration							
RE Property Tax	01-4-110-4010	1,835,158.83	1,843,251.00	346,011.66	1,099,467.66	1,756,524	63%
Hotel / Motel Tax	01-4-110-4011	2,797.94	2,748.68	1,083.62	1,122.92	3,476	32%
Auto Rental Tax	01-4-110-4012	6,255.78	6,418.98	505.50	2,263.91	6,240	36%
Muni Infrastructure Maint	01-4-110-4013	172,424.44	150,224.37	11,936.13	47,321.97	159,420	30%
State Income Tax	01-4-110-4100	2,731,919.66	2,436,019.36	234,604.60	1,144,867.51	2,584,085	44%
Muni Sales Tax	01-4-110-4110	3,195,462.66	3,310,595.26	284,752.77	1,064,973.17	3,305,624	32%
Sales Tax to Developer	01-4-110-4111	0.00	0.00	0.00	0.00	0	0%
Local Use Tax	01-4-110-4112	588,795.81	625,105.54	49,582.68	200,169.58	619,157	32%
Replacement Tax	01-4-110-4120	507,162.14	534,532.21	4,364.60	170,228.29	456,888	37%
Repl Tax Dist to Pensions	01-4-110-4121	(256,794.00)	(264,958.00)	0.00	0.00	(260,246)	0%
State Grants	01-4-110-4150	0.00	0.00	0.00	0.00	0	0%
Grants (NDevelopment)	01-4-110-4151	0.00	0.00	0.00	0.00	0	0%
Business License	01-4-110-4200	18,088.00	15,870.00	515.00	11,360.00	17,640	64%
Liquor License & Fines	01-4-110-4210	115,175.00	104,050.00	0.00	99,450.00	107,700	92%
Amusement Machine	01-4-110-4230	7,600.00	8,400.00	1,000.00	8,800.00	9,000	98%
Court Fines	01-4-110-4400	382,451.10	269,744.37	23,945.65	98,611.48	304,940	32%
Parking Fines	01-4-110-4410	6,028.00	5,743.12	99.00	242.00	5,975	4%
Seized Vehicle Fee	01-4-110-4420	73,830.00	57,900.00	9,000.00	24,900.00	61,200	41%
Engr Fees-Subdivision	01-4-110-4430	0.00	14,005.00	0.00	0.00	20,000	0%
Video Gambling	01-4-110-4440	184,057.62	229,469.55	19,428.20	85,267.49	219,600	39%
Franchise Fees	01-4-110-4450	264,885.46	270,606.66	70,547.67	141,397.50	269,528	52%
Comcast Fees	01-4-110-4455	4,842.60	19,662.65	0.00	2,160.90	4,481	0%
Death/Birth Certificates	01-4-110-4460	18,225.00	20,255.00	1,270.00	6,874.00	18,358	37%
Accident/Fire Reports	01-4-110-4470	4,850.00	4,258.85	365.00	1,710.00	4,917	35%
Annexation/Plat Fees	01-4-110-4471	0.00	0.00	0.00	0.00	20,000	0%
Tipping Fees	01-4-110-4472	97,755.58	66,634.64	6,085.77	27,561.38	72,000	38%
Fuel Charges (outside vendors)	01-4-110-4550	0.00	0.00	13,283.01	64,727.21	0	#DIV/0!
Interest Income	01-4-110-4600	20,553.91	39,813.97	414.94	1,010.87	45,500	2%
Misc Revenues	01-4-110-4900	25,101.27	26,134.26	855.00	4,417.20	27,400	16%
Heritage Days	01-4-110-4901	47,733.11	53,386.00	155.00	63,260.24	0	0%
Historic Pres. Fund Raising	01-4-110-4902	2,223.39	160.00	2,250.00	2,400.00	0	0%
Historic Pres. Grant Reimb.	01-4-110-4903	0.00	9,052.56	0.00	0.00	21,000	0%
Operating Transfer in (Reserve)	01-4-110-9998	133,704.88	1,026,870.07	0.00	0.00	1,173,828	0%
Total General Administration Revenues		10,190,288.18	10,885,954.10	1,082,055.80	4,374,565.28	11,034,235	40%
Salaries - Elected Officials	01-5-110-5000	207,623.48	207,623.48	16,907.50	73,124.15	213,878	34%
Salaries - Regular - FT	01-5-110-5010	215,618.59	221,324.13	21,434.30	72,570.09	226,472	32%
Group Health Insurance	01-5-110-5130	426,535.23	469,397.37	38,730.00	151,652.40	513,611	30%
Health Ins Claims Pd (Dental)	01-5-110-5131	33,617.08	28,915.36	1,389.40	5,761.60	40,000	14%
Group Life Insurance	01-5-110-5132	1,331.10	1,336.50	114.75	454.95	1,409	32%
Health Insurance Reimb.	01-4-110-4540	(155,658.46)	(153,131.82)	(10,790.23)	(49,233.39)	(156,618)	31%
Unemployment Compensation	01-5-110-5136	0.00	0.00	0.00	0.00	0	0%
Meeting & Conferences	01-5-110-5154	11,726.84	11,208.73	1,152.09	2,276.04	15,400	15%
Subscriptions/Ed Materials	01-5-110-5156	618.90	552.90	99.00	99.00	650	15%
Gen Admin Personnel & Benefit Expenses		741,412.76	787,226.65	69,036.81	256,704.84	854,802	30%
Repairs/Maint - Bldgs	01-5-110-6010	19,689.75	34,784.35	1,938.39	8,039.86	21,680	37%
Repairs/Maint - Equip	01-5-110-6020	2,248.91	3,424.32	320.61	852.57	5,000	17%
Legal	01-5-110-6110	5,623.50	7,450.91	783.07	2,101.21	37,200	6%
Other Professional Services	01-5-110-6190	14,667.50	0.00	0.00	0.00	2,500	0%
Grant Expenses (NDev)	01-5-110-6191	0.00	0.00	0.00	0.00	0	0%
Telephone	01-5-110-6200	20,965.86	20,424.85	1,043.88	5,721.03	21,770	26%
Codification	01-5-110-6225	950.00	8,442.83	0.00	0.00	2,000	0%
Other Communications	01-5-110-6290	3,101.47	4,037.44	201.23	603.54	3,400	18%
Gen Admin Contractual Expenses		67,246.99	78,564.70	4,287.18	17,318.21	93,550	19%

General Administration (cont)	Account #	Actual FY 16	Actual FY 17	Month of August	YTD Actual for FY 18	Budget FY 18	33% of budget
Office Supplies	01-5-110-7020	46,927.04	39,061.21	3,256.41	9,694.87	56,800	17%
Other Supplies	01-5-110-7800	6,061.61	5,417.00	364.87	1,010.10	7,350	14%
Gen Admin Supplies Expenses		52,988.65	44,478.21	3,621.28	10,704.97	64,150	17%
Miscellaneous Expense	01-5-110-7900	102,348.35	72,206.98	4,769.41	32,079.73	85,930	37%
Reimb of Seized Vehicle Fee	01-5-110-7901	600.00	1,207.50	0.00	0.00	0	0%
Heritage Days	01-5-110-7902	1,871.84	56,780.67	3,006.92	68,280.69	0	0%
Comcast Charges	01-5-110-7903	0.00	0.00	0.00	0.00	0	0%
Historic Preservation	01-5-110-7904	0.00	0.00	0.00	0.00	0	0%
Operating Transfers Out	01-5-110-9999	697,252.05	536,965.18	0.00	258,828.00	383,828	67%
Total General Administration Expenses		1,663,720.64	1,577,429.89	84,721.60	643,916.44	1,482,260	43%
NET GENERAL ADMINISTRATION		8,526,567.54	9,308,524.21	997,334.20	3,730,648.84	9,551,975	39%
General Fund - Audit Department							
RE Taxes - Audit	01-4-130-4010	20,137.56	20,057.42	3,940.30	12,520.47	20,000	63%
Accounting & Auditing	01-5-130-6100	33,700.00	35,100.00	16,600.00	23,100.00	36,500	63%
NET - AUDIT DEPARTMENT		(13,562.44)	(15,042.58)	(12,659.70)	(10,579.53)	(16,500)	64%
General Fund - IMRF Department							
RE Taxes - IMRF	01-4-140-4010	72,124.51	72,109.86	12,807.88	40,697.60	65,000	63%
Replacement Tax	01-4-140-4120	89,393.00	92,535.00	0.00	0.00	90,889	0%
Interest Income	01-4-140-4600	92.15	0.00	0.00	0.00	0	0%
Expense Reimbursement	01-4-140-4940	19,945.38	26,688.39	1,956.35	8,784.44	25,854	34%
Total IMRF Revenues		181,555.04	191,333.25	14,764.23	49,482.04	181,743	27%
IMRF Premium Expense	01-5-140-5120	334,796.57	210,445.44	29,780.79	67,741.31	200,677	34%
NET - IMRF DEPARTMENT		(153,241.53)	(19,112.19)	(15,016.56)	(18,259.27)	(18,934)	96%
General Fund - Social Security Department							
RE Taxes - FICA/Med	01-4-150-4010	225,393.78	225,346.90	39,398.26	125,189.75	200,000	63%
Expense Reimbursement	01-4-150-4940	120,464.06	127,996.70	9,908.28	45,499.98	137,316	33%
Library Expense Reimb.	01-4-150-4941	27,135.85	28,310.72	2,435.21	10,316.79	30,600	34%
Total Soc Security Revenues		372,993.69	381,654.32	51,741.75	181,006.52	367,916	49%
FICA Expense	01-5-150-5110	191,737.85	201,288.27	15,507.66	70,532.43	214,295	33%
Medicare Expense	01-5-150-5112	122,987.98	127,511.29	9,672.12	45,933.90	137,352	33%
Total Soc Security Expenses		314,725.83	328,799.56	25,179.78	116,466.33	351,647	33%
NET - SOCIAL SECURITY DEPT		58,267.86	52,854.76	26,561.97	64,540.19	16,269	297%
General Fund - Liability Insurance Dept							
RE Taxes - Ins Liability	01-4-160-4010	330,547.29	320,477.21	57,127.71	181,525.87	290,000	63%
Expense Reimbursement	01-4-160-4940	0.00	0.00	0.00	0.00	-	0%
Total Liability Insurance Revenues		330,547.29	320,477.21	57,127.71	181,525.87	290,000	63%
Insurance Premium	01-5-160-6800	462,848.97	449,520.12	0.00	0.00	484,810	0%
NET - LIABILITY INSURANCE DEPT		(132,301.68)	(129,042.91)	57,127.71	181,525.87	(194,810)	-93%

Police Department	Account #	Actual FY 16	Actual FY 17	Month of August	YTD Actual for FY 18	Budget FY 18	33% of budget
RE Property Tax	01-4-210-4010	1,035,516.67	1,046,390.82	217,798.27	692,063.84	1,105,667	63%
Grants	01-4-210-4150	41,230.46	88,764.64	1,406.16	5,094.09	42,000	12%
Sex Offender Reg Fee	01-4-210-4480	0.00	3,240.00	400.00	4,080.00	7,560	0%
Miscellaneous Revenues	01-4-210-4900	161,351.82	131,676.98	14,880.30	50,757.83	178,675	28%
Expense Reimbursement	01-4-210-4940	6,881.59	11,641.11	0.00	1,000.00	0	0%
Sale of Assets	01-4-210-4950	0.00	6,233.33	0.00	0.00	0	0%
Total Police Department Revenues		1,244,980.54	1,287,946.88	234,484.73	752,995.76	1,333,902	56%
Salary - Regular - FT	01-5-210-5010	3,192,442.03	3,236,497.86	257,441.89	1,216,707.39	3,440,533	35%
Overtime	01-5-210-5040	359,986.52	410,571.39	21,541.69	129,586.57	434,600	30%
Police Pension	01-5-210-5122	1,015,436.57	1,026,333.40	0.00	465,685.40	1,085,667	43%
Health Insurance	01-5-210-5130	686,280.10	733,616.37	61,263.76	263,111.93	847,215	31%
Dental claims	01-5-210-5131	33,215.84	40,544.26	2,119.28	22,525.09	50,000	45%
Unemployment Compensation	01-5-210-5136	0.00	11,771.00	6,564.00	6,564.00	0	0%
Uniform Allowance	01-5-210-5140	61,488.37	64,295.91	28.00	524.46	68,009	1%
Training	01-5-210-5152	62,528.83	79,508.65	2,727.35	14,052.74	73,855	19%
Police Dept Personnel & Benefit Expenses		5,411,378.26	5,603,138.84	351,685.97	2,118,757.58	5,999,879	35%
Repair/Maint-Equipment	01-5-210-6020	12,274.31	8,342.61	614.57	4,494.23	14,645	31%
Repair/Maint-Vehicles	01-5-210-6030	93,748.47	64,832.94	6,807.65	20,380.83	99,050	21%
Telephone/Utilities	01-5-210-6200	41,830.55	42,940.62	1,665.19	26,126.96	44,000	59%
Physical Exams	01-5-210-6810	0.00	210.00	0.00	0.00	4,270	0%
Community Policing	01-5-210-6816	7,635.43	7,991.22	265.68	889.25	8,200	11%
K 9 Program Expenses	01-5-210-6818	3,451.12	3,301.45	7,292.71	8,204.81	5,350	153%
Sex Offender State Disburse	01-5-210-6835	0.00	2,080.00	260.00	520.00	4,800	0%
Police Department - Contractual Expenses		158,939.88	129,698.84	16,905.80	60,616.08	180,315	34%
Office Supplies	01-5-210-7020	9,514.67	6,472.45	802.71	1,777.30	10,550	17%
Gas & Oil	01-5-210-7030	77,836.38	70,384.40	14,260.98	34,731.34	100,000	35%
Operating Supplies	01-5-210-7040	31,777.67	36,697.71	3,188.11	4,006.88	43,985	9%
Miscellaneous Expense	01-5-210-7900	37,199.50	37,100.96	2,420.62	4,839.62	40,800	12%
Police Department - Supplies Expense		156,328.22	150,655.52	20,672.42	45,355.14	195,335	23%
Equipment	01-5-210-8200	34,753.87	45,298.05	417.29	12,477.69	59,255	21%
Vehicles	01-5-210-8300	0.00	0.00	0.00	0.00	0	0%
Total Police Department Expenses		5,761,400.23	5,928,791.25	389,681.48	2,237,206.49	6,434,784	35%
NET - POLICE DEPARTMENT		(4,516,420)	(4,640,844)	(155,197)	(1,484,211)	(5,100,882)	29%
Public Safety Building Department							
Salaries - Regular - FT	01-5-215-5010	586,714.82	602,190.90	43,660.04	131,784.83	664,104	20%
Other (FICA & IMRF)	01-5-215-5079	116,092.05	105,206.33	7,566.28	22,838.29	138,599	16%
Other Contractual Services	01-5-215-6890	327,940.30	275,223.55	26,655.71	63,733.95	270,732	24%
NET - PUBLIC SAFETY BLDG DEPT		(1,030,747.17)	(982,620.78)	(77,882.03)	(218,357.07)	(1,073,435)	20%

Fire Department	Account #	Actual FY 16	Actual FY 17	Month of August	YTD Actual for FY 18	Budget FY 18	33% of budget
RE Property Tax	01-4-220-4010	739,346.46	818,109.40	194,769.89	618,890.13	988,767	63%
Grants	01-4-220-4150	63,830.62	1,000.00	0.00	3,255.74	5,000	0%
Miscellaneous Revenues	01-4-220-4900	42,699.54	36,031.31	796.50	8,842.88	25,000	35%
Expense Reimbursement	01-4-220-4940	0.00	1,012.98	7,697.05	7,697.05	0	0%
Sale of Assets	01-4-220-4950	0.00	0.00	10,100.00	10,100.00	0	0%
Total Fire Department Revenues		845,876.62	856,153.69	213,363.44	648,785.80	1,018,767	64%
Salaries - Regular - FT	01-5-220-5010	1,951,980.82	1,969,596.22	157,418.99	737,252.36	2,095,112	35%
Overtime	01-5-220-5040	234,518.71	200,784.91	7,757.34	60,394.23	203,250	30%
Fire Pension	01-5-220-5124	719,275.54	798,051.98	0.00	415,540.07	968,767	43%
Health Insurance	01-5-220-5130	391,456.82	422,210.56	41,081.75	152,112.49	502,880	30%
Dental Insurance	01-5-220-5131	26,906.88	21,499.64	1,383.64	8,124.76	35,000	23%
Unemployment Compensation	01-5-220-5136	0.00	0.00	0.00	0.00	0	0%
Uniform Allowance	01-5-220-5140	39,236.31	30,429.01	1,663.38	4,216.35	35,500	12%
Training	01-5-220-5152	23,715.46	31,096.97	1,349.99	2,822.97	27,540	10%
Fire Depart Personnel & Benefits Expenses		3,387,090.54	3,473,669.29	210,655.09	1,380,463.23	3,868,049	36%
Repair/Maint-Bldg	01-5-220-6010	52,026.10	57,115.64	1,367.29	5,551.09	42,850	13%
Repair/Maint-Equipment	01-5-220-6020	0.00	0.00	289.68	398.03	14,800	3%
Repair/Maint-Vehicles	01-5-220-6030	58,526.58	57,015.82	3,252.48	10,900.79	53,500	20%
Telephone/Utilities	01-5-220-6200	14,002.41	11,697.06	1,132.01	3,420.56	17,740	19%
Physical Exams	01-5-220-6810	1,622.60	654.50	0.00	10.00	2,500	0%
Fire Prevention	01-5-220-6822	7,162.60	8,983.96	135.00	3,338.34	10,000	33%
Emergency Med Supplies	01-5-220-6824	0.00	0.00	82.00	910.42	0	0%
Fire Department - Contractual Expenses		133,340.29	135,466.98	6,258.46	24,529.23	141,390	17%
Office Supplies	01-5-220-7020	15,179.53	12,685.62	635.54	1,667.10	16,600	10%
Gas & Oil	01-5-220-7030	16,206.61	14,367.49	2,323.43	6,453.22	20,000	32%
Operating Supplies	01-5-220-7040	11,539.69	6,830.98	525.76	2,060.89	4,000	52%
Miscellaneous Expense	01-5-220-7900	996.39	1,296.45	399.98	441.98	1,000	44%
Fire Department - Supplies Expenses		43,922.22	35,180.54	3,884.71	10,623.19	41,600	26%
Equipment	01-5-220-8200	38,869.41	53,632.91	1,247.79	2,280.41	37,900	6%
Total Fire Department Expenses		3,603,222.46	3,697,949.72	222,046.05	1,417,896.06	4,088,939	35%
NET - FIRE DEPARTMENT		(2,757,345.84)	(2,841,796.03)	(8,682.61)	(769,110.26)	(3,070,172)	25%
Police & Fire Commission Department							
Physical Exams	01-5-225-6810	13,279.71	13,100.90	0.00	814.80	18,750	4%
Other Contractual Services	01-5-225-6890	16,719.71	9,417.64	1,637.30	7,255.03	8,835	82%
NET - POLICE & FIRE COMMISSION		(29,999.42)	(22,518.54)	(1,637.30)	(8,069.83)	(27,585)	29%

Community Development	Account #	Actual FY 16	Actual FY 17	Month of August	YTD Actual for FY 18	Budget FY 18	33% of budget
Building Permits	01-4-230-4300	187,990.50	235,547.00	16,098.00	47,593.00	215,259	22%
Electric Permits	01-4-230-4310	21,574.40	19,798.50	2,374.00	7,316.50	21,965	33%
Electrician Certification Fees	01-4-230-4315	2,550.00	2,900.00	0.00	1,650.00	3,050	54%
Plumbing Permits	01-4-230-4320	9,257.50	17,392.50	977.50	3,837.50	14,626	26%
HVAC Permits	01-4-230-4330	3,627.00	11,156.25	818.00	1,843.00	6,500	28%
Plan Review Fees	01-4-230-4340	40,992.70	76,325.75	2,802.25	4,735.75	50,000	9%
Sidewalk/Lot Grading Fees	01-4-230-4350	722.50	1,487.50	170.00	722.50	1,575	46%
Insulation Permits	01-4-230-4360	1,210.00	4,060.00	172.50	552.50	2,112	26%
Zoning Review Fee	01-4-230-4370	3,347.50	3,215.00	297.50	1,425.00	3,535	40%
Code Enforcement	01-4-230-4380	11,500.00	6,300.00	500.00	1,600.00	5,900	27%
Other Permits	01-4-230-4390	6,247.50	4,682.50	385.00	1,667.50	5,861	28%
Miscellaneous Revenues	01-4-230-4900	125.00	25.00	0.00	77.50	500	16%
Expense Reimbursement	01-4-230-4940	5,365.54	2,569.25	(44.70)	305.50	2,700	0%
Planning Fees	01-4-230-4950	0.00	21,498.75	0.00	5,259.00	13,100	40%
Planning Misc.	01-4-230-4955	0.00	12,801.34	110.00	627.50	500	126%
Building Department - Revenues		294,510.14	419,759.34	24,660.05	79,212.75	347,183	23%
Salaries- Regular - FT	01-5-230-5010	161,690.40	213,387.45	17,144.61	75,140.39	217,830	34%
FICA	01-5-230-5079	12,369.32	16,324.12	1,311.56	5,748.24	16,664	34%
IMRF	01-5-230-5120	19,945.38	26,688.39	1,956.35	8,784.44	25,854	34%
Health Ins Expense	01-5-230-5130	43,258.40	59,052.36	5,003.02	23,160.79	86,043	27%
Dental Insurance	01-5-230-5131	2,516.80	2,059.20	8.48	1,256.32	4,000	31%
Unemployment	01-5-230-5136	0.00	0.00	0.00	0.00	0	0%
Training	01-5-230-5152	4,444.97	1,147.00	174.42	174.42	6,500	3%
Building Dept Personnel & Benefits Expense		244,225.27	318,658.52	25,598.44	114,264.60	356,891	32%
Repair/Maint - Equip	01-5-230-6020	2,148.82	5,331.66	3,451.59	5,142.05	6,150	84%
Other Professional Services	01-5-230-6190	45,845.84	45,691.08	2,958.32	11,833.28	46,000	26%
Telephone	01-5-230-6200	2,442.80	2,002.33	217.42	528.16	3,000	18%
Postage	01-5-230-6210	778.04	6,279.70	130.63	994.76	3,000	33%
Printing & Publishing	01-5-230-6220	1,418.31	2,504.48	41.00	547.40	2,800	20%
Building Department - Contractual Expenses		52,633.81	61,809.25	6,798.96	19,045.65	60,950	31%
Office Supplies	01-5-230-7020	3,428.80	6,616.86	466.98	1,329.26	6,950	19%
Gas & Oil	01-5-230-7030	781.67	625.68	156.66	337.76	2,200	15%
Miscellaneous Expense	01-5-230-7900	573.70	1,142.81	69.00	119.00	1,000	12%
Operating Transfer Out	01-5-230-9999	0.00	0.00	0.00	0.00	0	0%
Building Department - Supplies Expenses		4,784.17	8,385.35	692.64	1,786.02	10,150	18%
Total Building Department Expenses		301,643.25	388,853.12	33,090.04	135,096.27	427,991	32%
NET - BUILDING DEPARTMENT		(7,133.11)	30,906.22	(8,429.99)	(55,883.52)	(80,808)	69%
Civil Defense Department							
RE Tax - Civil Defense	01-4-240-4010	7,016.79	7,032.46	1,382.32	4,392.41	7,000	63%
Miscellaneous Revenues	01-4-240-4900	0.00	25,285.36	0.00	0.00	0	#DIV/0!
Miscellaneous Expense	01-5-240-7900	5,316.00	30,687.50	0.00	5,140.00	7,000	73%
NET - CIVIL DEFENSE DEPARTMENT		1,700.79	1,630.32	1,382.32	(747.59)	0	#DIV/0!

Street Department	Account #	Actual FY 16	Actual FY 17	Month of August	YTD Actual for FY 18	Budget FY 18	33% of budget
RE Tax - Road & Bridge	01-4-310-4010	318,291.15	320,508.22	64,580.82	198,351.53	320,000	62%
Grants	01-4-310-4150	0.00	0.00	0.00	14,517.78	0	0%
Sidewalk/Driveway/Lot Grading	01-4-310-4350	2,040.00	2,940.00	360.00	1,320.00	2,000	66%
Miscellaneous Revenues	01-4-310-4900	4,457.00	5,374.04	0.00	80.47	3,000	0%
Expense Reimbursement	01-4-310-4940	55,491.03	67,971.36	1,370.11	4,945.51	10,000	0%
Expense Reimbursement	01-5-310-4940	21,482.44	(18,583.89)	(18,067.48)	(40,169.15)	10,000	-402%
Sale of Assets	01-4-310-4950	0.00	7,100.00	0.00	0.00	-	#DIV/0!
Street Department - Revenues		401,761.62	385,309.73	48,243.45	179,046.14	345,000	52%
Salaries - Regular - FT	01-5-310-5010	560,395.75	583,028.64	41,664.53	199,482.68	609,950	33%
Overtime	01-5-310-5040	34,966.56	42,551.26	621.40	2,119.91	40,000	5%
Health Insurance	01-5-310-5130	200,768.14	219,296.47	12,459.49	71,937.28	238,292	30%
Uniform Allowance	01-5-310-5140	13,395.61	13,047.28	1,941.95	5,081.78	15,000	34%
Training	01-5-310-5152	218.80	710.00	0.00	50.00	1,500	3%
Street Dept - Personnel & Benefits Expenses		809,744.86	858,633.65	56,687.37	278,671.65	904,742	31%
Repair/Maint - Storm Drain	01-5-310-6001	25,575.95	24,632.80	2,430.00	22,481.20	25,000	90%
Repair/Maint - St/Parking Lot	01-5-310-6002	85,266.60	87,243.71	10,970.66	32,901.21	95,000	35%
Repair/Maint - Sidewalk/Curb	01-5-310-6003	59,126.55	43,102.36	25,916.80	27,435.63	50,000	55%
Repair/Maint - Building	01-5-310-6010	21,553.74	19,295.50	220.24	1,904.61	15,000	13%
Repair/Maint - Equipment	01-5-310-6020	117,438.34	82,224.48	14,174.86	39,830.46	130,000	31%
Repair/Maint - Traffic Signal	01-5-310-6024	25,204.17	81,592.52	2,057.92	6,664.57	43,000	15%
Telephone/Utilities	01-5-310-6200	5,882.78	7,166.18	488.30	1,841.94	6,000	31%
Leaf Clean-up/Removal	01-5-310-6826	14,871.55	10,592.30	0.00	0.00	15,000	0%
Street Department - Contractual Expenses		354,919.68	355,849.85	56,258.78	133,059.62	379,000	35%
Office Supplies	01-5-310-7020	3,480.02	6,919.17	413.96	1,934.67	6,600	29%
Gas & Oil	01-5-310-7030	56,987.58	49,327.64	6,771.60	18,182.35	85,000	21%
Operating Supplies	01-5-310-7040	28,232.27	29,559.93	2,210.32	7,442.25	21,000	35%
Miscellaneous Expense	01-5-310-7900	15,946.29	1,179.69	236.60	236.60	2,000	0%
Street Department - Supplies Expenses		104,646.16	86,986.43	9,632.48	27,795.87	114,600	24%
Equipment	01-5-310-8200	40,200.50	0.00	0.00	0.00	0	0%
Total Street Department Expenses		1,309,511.20	1,301,469.93	122,578.63	439,527.14	1,398,342	31%
NET - STREET DEPARTMENT		(907,749.58)	(916,160.20)	(74,335.18)	(260,481.00)	(1,053,342)	25%
Street Lighting							
RE Tax - Street Lighting	01-4-330-4010	210,358.51	210,318.07	39,398.26	125,189.75	200,000	63%
Expense Reimbursement	01-5-330-4940	0.00	0.00	0.00	0.00	0	0%
Repair/ Maint - Street Light	01-5-330-6022	40,372.55	74,151.47	0.00	10,475.77	40,000	26%
Street Lighting - electricity	01-5-330-6310	289,863.60	285,611.12	22,191.59	67,044.90	300,000	22%
NET - STREET LIGHTING		(119,877.64)	(149,444.52)	17,206.67	47,669.08	(140,000)	-34%

Landfill Department	Account #	Actual FY 16	Actual FY 17	Month of August	YTD Actual for FY 18	Budget FY 18	33% of budget
RE Tax - Refuse/Landfill	01-4-335-4010	65,107.74	45,081.73	8,867.57	28,177.11	45,000	63%
Miscellaneous Revenue	01-4-335-4900	0.00	0.00	0.00	0.00	0	0%
Miscellaneous Expenses	01-5-335-7900	69,411.65	47,563.60	0.00	32,546.58	79,000	41%
NET - GARBAGE DEPARTMENT		(4,303.91)	(2,481.87)	8,867.57	(4,369.47)	(34,000)	13%
Forestry Department							
RE Tax - Forestry	01-4-340-4010	40,073.87	40,081.62	6,897.42	21,916.85	35,000	63%
Other Fees	01-4-340-4490	0.00	0.00	0.00	0.00	0	0%
Miscellaneous	01-4-340-4900	0.00	0.00	0.00	0.00	0	0%
Forestry Department Revenues		40,073.87	40,081.62	6,897.42	21,916.85	35,000	63%
Repair/ Maint - Other	01-5-340-6090	0.00	0.00	0.00	0.00	0	0%
Tree Removal or Purchase	01-5-340-6850	135,380.00	127,536.00	55,633.00	55,666.98	80,000	70%
Miscellaneous Expense	01-5-340-7900	0.00	0.00	0.00	0.00	1,000	0%
Forestry Department Expenses		135,380.00	127,536.00	55,633.00	55,666.98	81,000	69%
NET - FORESTRY DEPARTMENT		(95,306.13)	(87,454.38)	(48,735.58)	(33,750.13)	(46,000)	0%
Engineering Department							
Engineering	01-5-360-6140	19,061.00	387.50	8,657.50	16,205.50	27,000	60%
Subdivision Expense	01-5-360-6824	3,196.75	8,735.00	0.00	1,508.00	10,000	15%
Office Supplies	01-5-360-7020	5,391.40	7,023.73	880.22	2,759.38	8,900	31%
Gas & Oil	01-5-360-7030	0.00	0.00	0.00	0.00	-	0%
NET - ENGINEERING DEPARTMENT		(27,649.15)	(16,146.23)	(9,537.72)	(20,472.88)	(45,900)	45%
Health / Social Services							
Council on Aging	01-5-410-6830	23,000.00	33,000.00	0.00	0.00	23,000	0%
Demolition / Nuisance	01-5-410-6832	0.00	0.00	595.00	1,475.00	5,000	30%
NET - HEALTH / SOCIAL SERVICES		(23,000.00)	(33,000.00)	(595.00)	(1,475.00)	(28,000)	5%
Economic Development							
Planning Dept Services	01-5-610-6150	87,147.18	52,650.00	240.00	16,721.00	47,000	36%
Economic / Business	01-5-610-6840	73,000.00	73,000.00	0.00	55,000.00	73,000	75%
Tourism	01-5-610-6842	2,000.00	5,500.00	0.00	0.00	7,000	0%
Historic Preservation	01-5-610-6844	4,492.89	20,357.87	7,773.14	9,000.46	12,800	70%
NET - ECONOMIC DEVELOPMENT		(166,640.07)	(151,507.87)	(8,013.14)	(80,721.46)	(139,800)	58%
Ag Tech Initiatives Dept							
Federal Grants	01-4-620-4160	0.00	0.00	0.00	0.00	0	0%
Other Contractual Services	01-5-620-6890	0.00	0.00	0.00	0.00	0	0%
NET - AG TECH INITIATIVES DEPT		0.00	0.00	0.00	0.00	0	0%
Utility Tax Dept.							
Utility Tax - Electric	01-4-751-4131	1,450,229.36	1,393,783.95	131,231.46	429,736.16	1,475,916	29%
Utility Tax - Gas	01-4-751-4132	279,364.59	308,338.72	14,633.35	86,894.88	312,932	28%
Utility Tax - Telephone	01-4-751-4133	341,413.44	300,448.75	23,872.25	94,643.95	328,570	29%
Expense Reimbursement	01-4-751-4940	7,500.00	0.00	0.00	0.00	0	0%
Columbia Ave.	01-5-751-8040	450,000.00	450,000.00	0.00	0.00	0	0%
Downtown Streetscape	01-5-751-8052	32,666.25	644,463.91	0.00	0.00	0	0%
Downtown Pavement Project	01-5-751-8054	0.00	294,850.55	0.00	0.00	0	0%
Tripp Rd. Reconstruction	01-5-751-8056	0.00	0.00	0.00	0.00	350,000	0%
Bellwood Detention Basin	01-5-751-8060	0.00	0.00	0.00	0.00	250,000	0%
		1,595,841.14	613,256.96	169,737.06	611,274.99	1,517,418	40%
TOTAL GENERAL FUND REVENUES		16,283,714.98	17,079,016.60	1,956,664.09	7,250,091.74	17,343,164	42%
TOTAL GENERAL FUND EXPENSES		16,086,615.01	17,079,016.60	1,099,168.15	5,580,920.51	17,327,670	32%
NET REV OVER (UNDER) EXP		197,099.97	0.00	857,495.94	1,669,171.23	15,494	

CASH FLOW STATEMENT FOR WATER / SEWER FUND as of August 31, 2017

Water / Sewer General Administration

Line Item	Account #	Actual FY 16	Actual FY 17	Month of August	Actual FY 18	Budget FY 18	33.33% used
Beginning Cash & Investments		75,456	75,606		75,607.08	75,606	
Interest Income-sweep acct	61-4-110-4600	0	0	0	0.00	0	
Miscellaneous Revenues	61-4-110-4900	150	0	0.00	0.00	0	
Operating Transfer Out	61-5-110-9999	0		0.00	0.00	0	
Ending Cash		75,606	75,606	0.00	75,607.08	75,606	

Water Department

Line Item	Account #	Actual FY 16	Actual FY 17	Month of August	Actual FY 18	Budget FY 18	33.33% used
Beginning Cash & Investments		1,080,018	697,162		590,507.63	714,893	
Water Consumption	61-4-810-4500	2,213,451	2,118,914	157,984.48	679,791.05	2,363,702	29%
Dep on Agr - Westhill	61-4-810-4521	8,095	3,786	0.00	0.00	0	0%
Meters Sold	61-4-810-4530	90,456	93,879	856.50	4,186.00	88,702	5%
Other Services	61-4-810-4590	5,967	5,547	622.50	1,976.50	7,500	26%
W/S Interest	61-4-810-4600	0	0	72.03	312.06	-	0%
Miscellaneous Revenues	61-4-810-4900	0	6,450	0.00	0.00	0	0%
Expense Reimbursement	61-4-810-4940	24,361	6,196	12,850.84	16,353.83	0	0%
Sale of Assets	61-4-810-4950	0	1,925	0.00	0.00	0	0%
Operating Transfers-In	61-4-810-9998	0	0	0.00	0.00	-	0%
Total Water Department Revenues		2,342,330	2,236,696	172,386.35	702,619.44	2,459,904	29%
Salaries - Regular - FT	61-5-810-5010	528,948	555,858	41,514.08	202,606.90	590,454	34%
Overtime	61-5-810-5040	26,707	34,276	932.10	5,588.21	38,000	15%
FICA Water	61-5-810-5079	50,382	51,932	3,702.42	17,116.40	45,965	37%
IMRF	61-5-810-5120	77,466	79,941	11,087.85	26,084.00	79,222	33%
Group Health Insurance	61-5-810-5130	192,305	214,738	20,831.84	83,327.36	227,735	37%
Uniform Allowance	61-5-810-5140	7,846	6,484	636.55	2,548.66	14,000	18%
Rep& Maint-Infrastructure	61-5-810-6000	72,790	68,065	9,501.56	32,384.37	63,900	51%
Rep& Maint - Buildings	61-5-810-6010	18,336	27,173	310.00	4,719.82	24,500	19%
Rep& Maint - Equipment	61-5-810-6020	65,019	51,773	3,146.70	9,291.61	13,000	71%
Rep& Maint - Vehicles	61-5-810-6030	21,012	18,417	838.83	3,006.32	20,000	15%
Rep& Maint - Contractual	61-5-810-6040	87,322	102,795	1,520.00	17,523.01	85,000	21%
Other Professional Serv	61-5-810-6190	3,399	4,118	301.76	301.76	12,000	3%
Telephone	61-5-810-6200	9,548	8,259	985.02	2,331.90	9,000	26%
Postage	61-5-810-6210	15,322	15,304	4,034.71	8,477.46	19,000	45%
Utilities	61-5-810-6300	217,295	311,597	281.08	18,400.03	270,000	7%
Office Equip Rental/Maint	61-5-810-6410	36,524	32,006	428.16	1,701.44	32,750	5%
Liability Insurance	61-5-810-6800	108,510	110,328	0.00	0.00	134,200	0%
Lab Expense	61-5-810-6812	25,494	27,337	3,197.14	5,171.19	33,200	16%
Office Supplies	61-5-810-7020	8,097	8,298	893.03	3,345.87	9,000	37%
Gas & Oil	61-5-810-7030	18,594	15,226	1,084.67	3,458.73	23,000	15%
Operating Supplies	61-5-810-7040	64,854	70,770	11,428.44	23,049.86	65,000	35%
Chemicals	61-5-810-7050	89,978	59,764	9,620.43	21,744.82	90,000	24%
Meters	61-5-810-7060	51,632	42,939	0.00	19,816.40	20,000	99%
Bad Debt Expense	61-5-810-7850	2,055	2,118	33.41	71.87	2,000	4%
Miscellaneous Expense	61-5-810-7900	12,321	5,168	(59.43)	573.20	9,000	6%
Equipment	61-5-810-8200	0	0	0.00	0.00	0	0%
Transfer Out	61-5-810-9999	500,000	0	0.00	0.00	0	0%
Depreciation Set Aside		296,703	305,604	26,231.00	104,924.00	314,772	33%
Bond Pmt Set Aside		120,000	141,200	17,779.17	71,116.68	213,350	33%
Total Water Department Expenses		2,728,460	2,371,488	170,260.52	688,681.87	2,458,048	28%
NET WATER DEPARTMENT		(386,130)	(134,792)	2,125.83	13,937.57	1,856	
Change in Accounts Receivable (YTD)		3,276	28,419		(53,842.99)		
Ending Cash & Investments		697,162	590,789		550,602.21	716,749	

CASH FLOW STATEMENT FOR WATER / SEWER FUND as of August 31, 2017

Sewer Department

Line Item	Account #	Actual FY 16	Actual FY 17	Month of August	Actual FY 18	Budget FY 18	33.33% used
Beginning Cash & Investments		1,055,724	1,284,737		965,294.53	855,620	
Interest Income							
Sewer Consumption	61-4-820-4500	3,488,838	3,103,395	395,725.05	1,121,665.14	3,275,147	34%
Dep on Agr - Westhills	61-4-820-4521	4,691	2,978	0.00	0.00	0	0%
Meters Sold	61-4-820-4530	85,694	92,544	856.50	4,186.00	88,702	5%
Other Services	61-4-820-4590	54,634	92,574	844.46	10,291.14	23,000	45%
WWT Interest	61-4-820-4600	0	0	41.70	71.29	0	#DIV/0!
Miscellaneous Revenues	61-4-820-4900	2,822	2,153	0.00	99.60	0	0%
Expense Reimbursement	61-4-820-4940	17,492	0	4,910.96	4,910.96	0	0%
Operating Transfers-In	61-4-820-9998	0	500,000	0.00	0.00	500,000	0%
Total Sewer Department Revenues		3,654,171	3,793,643	402,378.67	1,141,224.13	3,886,849	29%
Salaries - Regular - FT							
Salaries - Regular - FT	61-5-820-5010	551,622	565,019	42,881.56	212,635.80	601,243	35%
Overtime	61-5-820-5040	54,776	44,286	2,474.14	16,140.05	55,000	29%
FICA WWTP	61-5-820-5079	39,892	39,653	3,014.50	14,551.66	48,091	30%
IMRF	61-5-820-5120	84,237	82,421	12,157.81	28,241.40	82,944	34%
Group Health Insurance	61-5-820-5130	193,555	207,899	27,849.94	84,357.73	232,417	36%
Dental Claims	61-5-820-5131	0	0	0.00	0.00	0	0%
Uniform Allowance	61-5-820-5140	18,081	18,158	1,511.70	5,307.65	16,000	33%
Travel	61-5-820-5151	170	0	0.00	0.00	0	0%
Rep & Maint - Lift Stations	61-5-820-6005	21,011	50,022	4,643.97	15,011.62	18,000	83%
Rep & Maint - Buildings	61-5-820-6010	46,681	19,652	1,568.23	7,943.85	100,000	8%
Rep & Maint - Equipment	61-5-820-6020	87,630	88,281	6,895.29	20,164.93	0	0%
Rep & Maint - Vehicles	61-5-820-6030	21,955	29,626	1,022.58	1,821.25	25,000	7%
Rep & Maint - Contractual	61-5-820-6040	4,756	28,275	0.00	5,454.67	0	0%
Other Professional Serv	61-5-820-6190	58,304	76,824	1,928.01	39,025.26	73,500	53%
Telephone	61-5-820-6200	10,336	10,153	887.49	2,491.10	11,000	23%
Postage	61-5-820-6210	15,314	15,123	4,034.72	8,477.45	16,500	51%
Utilities	61-5-820-6300	227,659	208,399	7,436.86	25,067.18	230,000	11%
Office Equip Rental/Maint	61-5-820-6410	2,576	4,224	77.25	716.78	6,000	12%
Liability Insurance	61-5-820-6800	122,323	131,014	0.00	0.00	158,521	0%
Lab Expense	61-5-820-6812	33,099	36,420	3,577.25	6,363.86	50,000	13%
Sludge Disposal	61-5-820-6814	7,531	9,871	1,100.30	2,108.75	10,000	21%
Office Supplies	61-5-820-7020	12,646	5,682	893.01	3,457.14	8,000	43%
Gas & Oil	61-5-820-7030	15,402	14,368	287.92	1,118.76	35,000	3%
Operating Supplies	61-5-820-7040	20,296	23,637	2,768.25	8,702.14	15,000	58%
Chemicals	61-5-820-7050	26,958	35,011	2,138.35	11,806.15	75,000	16%
Meters	61-5-820-7060	3,951	12,258	545.00	8,415.40	20,000	42%
Bad Debt Expense	61-5-820-7850	2,873	2,665	44.98	97.00	4,000	2%
Miscellaneous Expenses	61-5-820-7900	4,125	4,241	0.00	10.00	5,000	0%
Equipment	61-5-820-8200	0	0	0.00	0.00	0	0%
Operating Transfer Out	61-5-820-9999	500,000	500,000	0.00	0.00	500,000	0%
Depreciation Set Aside		439,763	452,955	38,878.67	155,514.68	467,000	33%
Bond Pmt Set Aside		245,500	332,395	28,195.83	112,783.32	338,350	33%
		2,873,022	3,048,534	196,813.61	797,785.58	3,201,566	25%

Sewer Department

Collection System Expenses

Salaries - Regular - FT	61-5-830-5010	274,308	282,807	21,866.96	98,093.58	287,187	34%
Overtime	61-5-830-5040	22,572	22,941	2,705.46	7,575.57	30,000	25%
FICA Sewer	61-5-830-5079	17,820	20,088	1,879.80	8,083.68	24,265	33%
IMRF	61-5-830-5120	43,222	43,336	5,907.10	13,241.44	42,482	31%
Group Health Insurance	61-5-830-5130	91,181	99,658	4,910.96	29,497.51	108,409	27%
Uniform Allowance	61-5-830-5140	4,681	4,300	323.31	1,230.58	6,600	19%
Rep & Maint - Infrastructure	61-5-830-6000	23,834	34,372	3,065.92	6,612.00	40,000	17%
Rep & Maint - Equipment	61-5-830-6020	11,358	4,127	37.54	(171.32)	12,000	-1%
Rep & Maint - Vehicles	61-5-830-6030	10,916	29,748	270.30	2,217.96	20,000	11%
Office Equip Rent/Maint	61-5-830-6410	31,710	26,120	350.90	984.62	30,300	3%
Gas & Oil	61-5-830-7030	8,392	7,607	747.39	1,886.19	10,000	19%
Operating Supplies	61-5-830-7040	14,312	16,402	2,315.15	4,917.45	20,000	25%

Sewer Department

	Account #	Actual FY 16	Actual FY 17	Month of August	Actual FY 18	Budget FY 18	33.33% used
Misc. Expense	61-5-830-7900	1,061	1,182	0.00	59.70	2,750	2%
Equipment	61-5-830-8200	0	0	0.00	0.00	0	0%
Total Sewer Department Expenses		3,428,389	3,641,224	241,194.40	972,014.54	3,835,559	25%
NET SEWER DEPARTMENT		225,782	152,419	161,184.27	169,209.59	51,290	
Change in Accounts Receivable		3,234	28,419.08		(54,486.49)		
Ending Cash & Investments		1,284,737	965,575		1,080,017.63	406,910	

Bond Reserves (necessary per bond ordinances) - was 06-15

Beginning Cash & Investments	585,160	586,815		588,709.33	586,815	
Additional reserves	0	0	0	0	0	0%
Interest Income	1,655	1,894	428.36	1,896.89	0	0%
Ending Cash & Investments	586,815	588,709		590,606.22	586,815	

Connection Fees (plant expansion) / Deposits on Agreement (system extensions) Accounting - was 05-10

Beginning Cash & Investments	4,005,992	3,719,983		3,981,392.11	3,807,782		
Sources							
Interest Income		14,737	16,868	3,814.44	16,891.44	20,000	84%
Connection Fees	61-4-810-4510	9,935	66,291	2,495.00	24,489.00	24,000	102%
Deposits on Agreement	61-4-810-4520	5,247	660	55.00	440.00	5,000	9%
Connection Fees	61-4-820-4510	18,558	108,609	4,593.65	48,805.30	28,800	169%
Deposits on Agreement	61-4-820-4520	432	75,331	25.00	2,297.60	10,000	23%
Connection Fee Set-Aside		500,000	0	0.00	0.00	0	0%
TOTAL Sources		548,909	267,759	10,983.09	92,923.34	87,800	106%
Uses							
Construction in Progress - Water (1790)		493,889	6,350	0.00	0.00	0	#DIV/0!
Construction in Progress - Sewer (1790)		0	0	0.00	0.00	0	0%
Equipment & Vehicles (1750)		0	0	0.00	0.00	0	0%
Recapture Refunds		0	0	0.00	0.00	0	0%
Building (1730)		341,030	0	0.00	0.00	0	0%
Loan to Depreciation Fund		0	0	0.00	0.00	2,100,000	0%
TOTAL Uses		834,919	6,350	0.00	0.00	2,100,000	0%
Ending Cash & Investments		3,719,983	3,981,392		4,074,315.45	1,795,582	

Line Item	Account #	Actual FY 16	Actual FY 17	Month of August	Actual FY 18	Budget FY 18	33.33% used
Depreciation Funding - was 04-09 and 06-08							
Beginning Cash & Investments		2,777,210	3,042,622		2,204,049.42	2,686,181	
Sources							
Interest Income		11,912	13,634	3,083.24	13,653.49	15,000	91%
Loan Funds		0	0	0.00	0.00	0	0%
Grant		0	0	0.00	0.00	0	0%
Misc.		0	0	0.00	0.00	0	0%
Depreciation set aside - Water (for Plant)		82,326	84,796	26,231.00	104,924.00	314,772	33%
Depreciation set aside - Water (for System)		214,377	220,808	0.00	0.00	0	0%
Depreciation set aside - Sewer (for System)		145,680	150,050	38,878.67	155,514.68	966,544	16%
Depreciation set aside - Sewer (for Repl)		794,083	802,905	0.00	0.00	0	0%
Loan From Connection Fees		0	0	0.00	0.00	2,100,000	0%
TOTAL Sources		1,248,378	1,272,193	68,192.91	274,092.17	3,396,316	8%
Uses							
Construction in Progress - Water (1790)		191,172	524,890	86,815.00	228,861.37	415,000	0%
Construction in Progress - Sewer (1790)		72,235	1,530,519	32,455.62	314,148.21	2,150,000	0%
Equipment & Vehicles (1750 & 1760)		696,093	55,356	124,505.12	164,252.12	379,000	43%
Buildings		23,466	0	0.00	0.00	0	0%
Infrastructure		0	0	0.00	0.00	0	0%
Sewer-Repl Equip (part of 820-8200)		0	0	0.00	0.00	0	0%
TOTAL Uses		982,966	2,110,765	243,775.74	707,261.70	2,944,000	24%
Ending Cash & Investments		3,042,622	2,204,049		1,770,879.89	3,138,497.00	

Bond Payments Accounting - was 06-10 and 06-13

Beginning Cash & Investments		240,873	200,263		122,162.91	200,231	
Sources							
Interest Income		2,007	2,297	519.36	2,299.91	2,500	92%
Bond Proceeds	61-4-110-4901	0	0	0.00	0.00	0	0%
Operating Transfers-In	61-4-110-9998	0	0	0.00	0.00	-	0%
Bond Pmt Set Aside		365,500	473,595	45,975.00	183,900.00	551,700	33%
TOTAL Sources		367,507	475,892	46,494.36	186,199.91	554,200	34%
Uses							
Debt Service - Principal	61-5-110-8910	349,505	501,068	0.00	51,008.00	502,335	10%
Interest Expense	61-5-110-8920	58,612	52,924	0.00	22,287.83	44,257	50%
Fiscal Charges	61-5-110-8930	0	0	0.00	0.00	-	0%
Bond Issuance Costs	61-5-110-9031	0	0	0.00	0.00	0	0%
TOTAL Uses		408,117	553,992	0.00	73,295.83	546,592	13%
Ending Cash & Investments		200,263	122,163		235,066.99	207,839.00	

Gross Revenues (excludes set asides)	6,561,134	6,315,923	654,888.74	1,954,617.20	5,952,053
Gross Expenditures (excludes set asides)	6,780,887	6,951,665	544,145.99	1,996,915.26	7,950,727
NET CASH FLOW	(219,753)	(635,744)	110,742.75	(42,298.06)	(1,998,674)

Minutes
Committee of the Whole
Building, Planning, Zoning and Public Works
September 11, 2017
6:00 p.m.

Call to Order – Mayor Chamberlain.

Roll Call: Present: R. Brooks, W. Frank, T. Porter, T. Ratcliffe and D. Snow.
Absent: M. Borowicz, G. Crawford, M. Freeman, M. Sanderson and
C. Stevens.

Department Heads and City personnel in attendance:
Budget and Finance Director Becky Tobin, Treasurer Cory Thornton, Public Works
Director Brent Anderson, Community Development Planner Gina DelRose,
City Attorney Drella and City Clerk Arco.

Public Comment:

Mayor Chamberlain asked for a moment of silence in remembrance of
September 11th.

Mayor Chamberlain asked the aldermen if they would be interested in discussing
acquiring approximately 2.2 acres of property for a municipal parking lot (old Burton
Motors). More information to follow at another meeting.

Shelia Fowler of 407 E. 4th Street – spoke of flooding at her home and had a video
presentation of flooding over several years.

Public Forum: None.

Reports of Officers, Boards and Special Committees:

1. Building, Planning and Zoning, Unfinished Business: None.
2. Building, Planning and 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.

Motion by Ald. Snow, 2nd by Ald. Ratcliffe to forward to City Council - 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. Aye voice vote
carried. Motion carried.

- (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.

Motion by Ald. Snow, 2nd by Ald. Brooks to forward to City Council – 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. Aye voice vote carried. Motion carried.

3. Public Works, Unfinished Business: None.
4. Public Works, New Business:

- (A) Dump Box – WWTP.

Motion by Ald. Brooks, 2nd by Ald. Frank to approve the purchase from Monroe Truck Equipment a 10' Crysteel Dump Body in the amount of \$6,446. This expense will come from line item 61-5-820-6030. Aye voice vote carried. Motion carried.

Motion by Ald. Brooks, 2nd by Ald. Frank to approve R.P. Services to sandblast and paint the box for an amount of \$3,112. This expense will come from line item 61-5-820-6030. Aye voice vote carried. Motion carried.

- (B) FCA Projects – update.

Public Works Director Brent Anderson reported the overlay projects for Appleton Road and Chrysler Drive.

- (C) Storm Water Drainage – update.

Public Works Director Brent Anderson reported he has scheduled a meeting next week with the Baptist Foundation of Illinois Church at 531 Bellwood. He is still waiting to hear from the Prince of Peace Church at 501 Bellwood.

CES has completed the preliminary design for 501 Bellwood and is working on modifications to the Dawngate Pond.

An open house will be held at City Hall on Monday, October 9, 2017 from 4 p.m. until 6 p.m. with Baxter & Woodman reporting on the southside storm sewer mapping program.

5. Other:

(A) Library Appointment – Michelle Rappuhn.

Motion by Ald. Brooks, 2nd by Ald. Porter to approve the Ida Public Library appointment of Michelle Rappuhn. Aye voice vote carried. Motion carried.

6. Adjournment:

Motion by Ald. Snow, 2nd by Ald. Porter to adjourn meeting at 6:29 p.m.
Aye voice vote carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk

ORDINANCE #368H

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

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 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 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 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

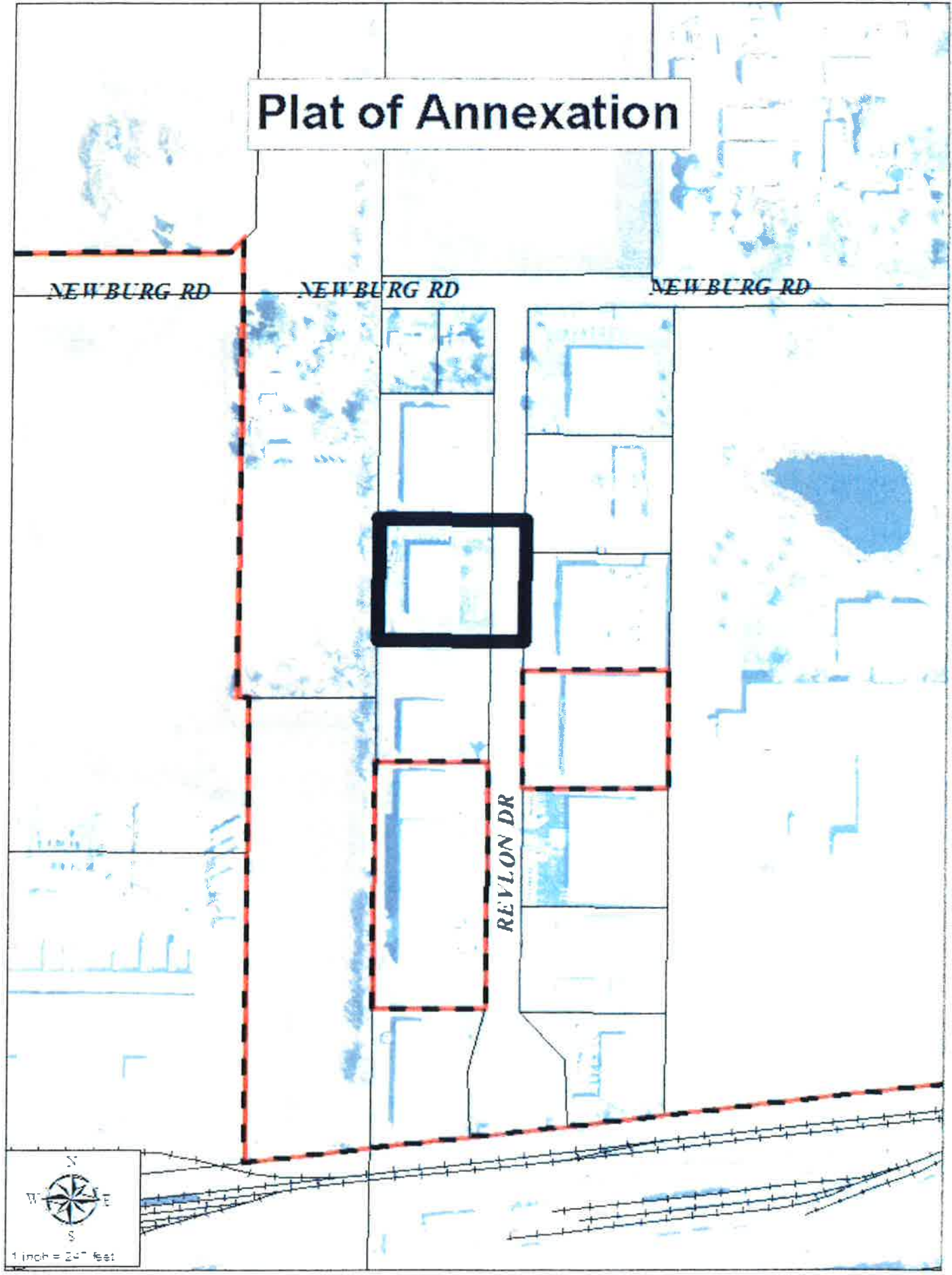
NEWBURG RD



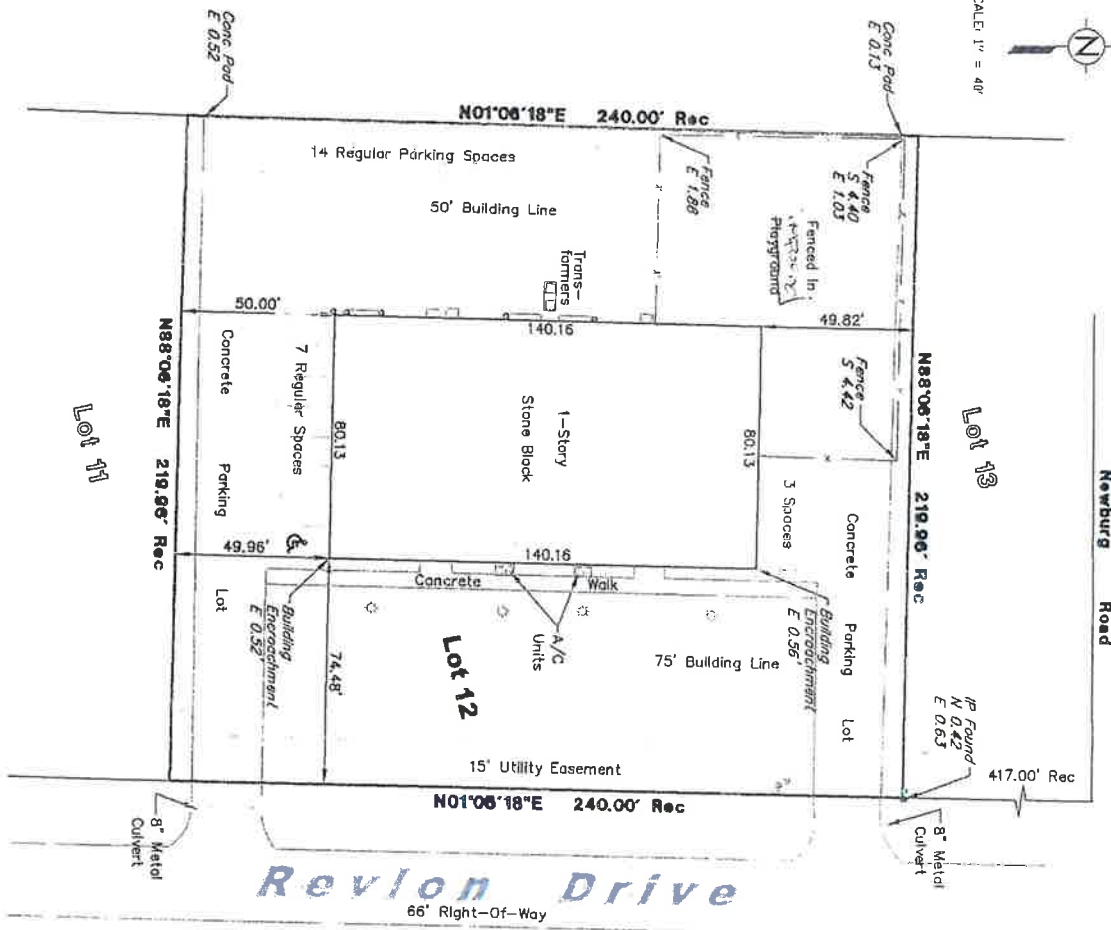
REVLON DR



1 inch = 247 feet



SCALE: 1" = 40'



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 44 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
 - Ballast
 - 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: 0.99 acres (52,790.40 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.

SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF MAHENRY)
 TO: 6576 REVON 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, (II) MADE IN ACCORDANCE WITH THE ILLINOIS SURVEYING ACT, (III) MADE IN ACCORDANCE WITH THE ILLINOIS SURVEYING BOARD'S TABLE "A", THEREOF, AND (IV) PUBLISHED TO THE AGENCY STANDARDS AND PRACTICES OF THE SURVEYING BOARD OF THE STATE OF ILLINOIS ON THE DATE OF THIS DECLARATION OF AN URBAN SURVEY.

THE PROPERTY HEREON APPEARS TO BE IN ZONE "C" AREA OF MINIMAL FLOODING OF THE FLOOD INSURANCE RATE MAP REVISION NO. 10-10-03. THE FLOOD INSURANCE RATE MAP REVISION NO. 10-10-03 WAS REPRODUCED FROM THE FLOOD INSURANCE RATE MAP REVISION NO. 10-10-03 GIVEN UNDER MY HAND AND SEAL THIS 2ND DAY OF DECEMBER, A.D. 2003.

ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3233
 ACCEPTED BY THE AMERICAN LAND TITLE ASSOCIATION ON OCTOBER 8th, 1984. ACCEPTED BY THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS ON OCTOBER 18, 1985. THIS SURVEY FOR THE PURPOSES ONLY.



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.
 138 S. Northwest Hwy, Suite 303, Cary, IL 60013
 PH: (847) 462-0333 FAX: (847) 462-0444

Sheet Number: L-1
 Survey Name: ALTA SURVEY
 LSO33884A

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 #369H
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

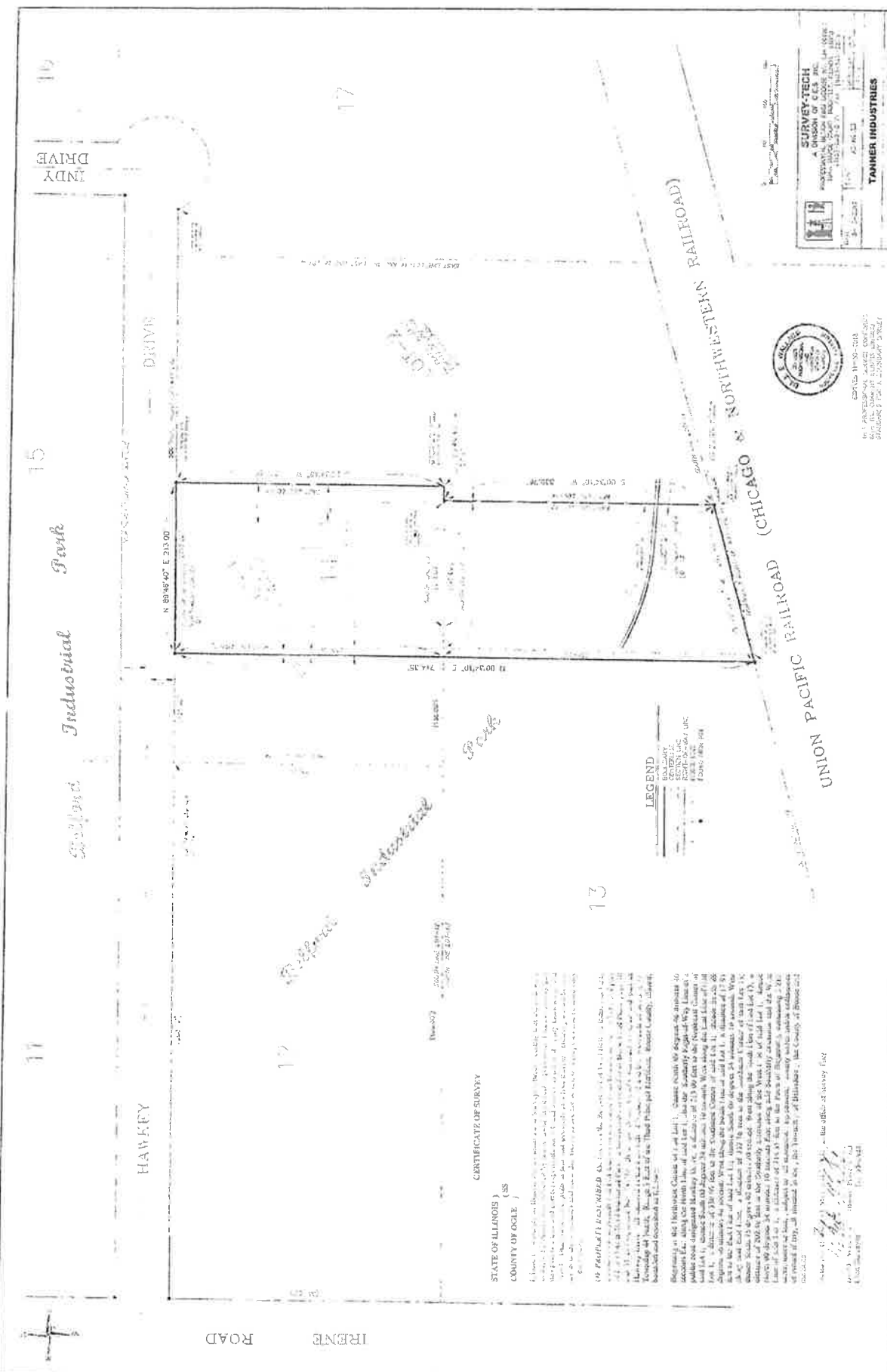
LEGAL DESCRIPTION

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



11

15

19

INDY
DRIVE

Park
Industrial

Industrial

Residential

HAWKEY

DRIVE

N 89°42' E 213.00'

S 00°27' W 230.70'

E 00°27' W 230.70'

17

ROAD IRENE

17

13

17

CHICAGO & NORTHWESTERN RAILROAD

CERTIFICATE OF SURVEY
STATE OF ILLINOIS)
COUNTY OF COLE)

I, the undersigned, Surveyor General of the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original plat of the above described land, as the same appears on the records of the Surveyor General of the State of Illinois, at the office of the Surveyor General, at the City of Springfield, Illinois, this 1st day of January, 1900.

WITNESSED my hand and the seal of the Surveyor General of the State of Illinois, at the City of Springfield, Illinois, this 1st day of January, 1900.

Surveyor General of the State of Illinois

Surveyor General of the State of Illinois

Surveyor General of the State of Illinois

LEGEND



SURVEY-TECH
A DIVISION OF C.E.S. INC.
SURVEYING, MAPPING AND LAND DEVELOPMENT
1100 N. WASHINGTON ST. CHICAGO, ILL. 60610
TEL. 462-1234

TANNER INDUSTRIES

CONTRACT NO. 1000
DATE OF SURVEY
NO. OF PAGES
DATE OF PUBLICATION

ORDINANCE #370H

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 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 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 Records 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

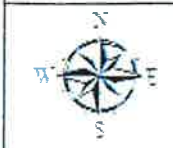
Plat of Annexation

IRENE RD

INDY DR

HAWKEY DR

IRENE RD



1 inch = 213 feet



IRENE ROAD

HAWKEY

Subdivided Industrial Park

INDY DRIVE

STATE OF ILLINOIS)
CERTIFICATE OF SURVEY)
(COUNTY OF DEKALB)

12
13

LEGEND
BENCH MARK
CORNER MARK
ELECTRIC LINE
RAILROAD

UNION PACIFIC RAILROAD
(CHICAGO & NORTHWESTERN RAILROAD)

17
15
16

Surveyor's signature and name: TANNER INDUSTRIES



TANNER INDUSTRIES
SURVEY-TECH
A DIVISION OF T&S INC.
1000 N. W. 10th St., Ft. Lauderdale, FL 33304
Phone: (305) 546-1100

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