

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
AGENDA

October 6, 2025

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

(1) Roll Call:

(2) Pledge of Allegiance:  
Invocation:

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

(4) Approval of Minutes:

(A) Approval of Minutes of the regular meeting of the Belvidere City Council of September 15, 2025; as presented.

(5) Public Hearing:

(A) Annexation Agreement relating to real property located at 5147 Chrysler Drive, Belvidere, Illinois.

(6) Special Messages and Proclamations:

(A) Recognition of Service & Bravery – Kristopher Norman.  
(B) Proclamation for Domestic Violence Awareness Month.

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Approval of Minutes of the regular Committee of the Whole – Public Safety and Finance and Personnel of September 22, 2025; as presented.

(9) Unfinished Business:

- (A) Ord. #734H: 2nd Reading – An Ordinance Authorizing the Execution of an Annexation Agreement Between the City of Belvidere and Joshua Robertson Relating to 5147 Chrysler Drive.
- (B) Ord. #735H: 2nd Reading – An Ordinance Annexing Certain Territory Located at 5147 Chrysler Drive to the City of Belvidere, Boone County, Illinois.
- (C) Ord. #736H: 2nd Reading – An Ordinance Annexing Certain Properties Commonly Known as 314 Brocket Trl., 318 Brocket Trl., 684 Red Deer Trail, and a Portion of the Harbour at Beaver Creek, Boone County Illinois to the City of Belvidere, Boone County, Illinois.
- (D) Ord. #737H: 2nd Reading – An Ordinance Annexing Certain Territory Lying North of US Business Route 20, and South of Squaw Prairie Road Consisting of Certain Lots in the Final Plats 1 & 2 of the Deer Hills Subdivisions and the Deer Woods II Subdivision to the City of Belvidere, Boone County, Illinois.
- (E) Ord. #738H: 2nd Reading – An Ordinance Authorizing an Intra Fund Loan from the City of Belvidere General Fund to the Water & Sewer Fund for Design Engineering of the WWTP Upgrades to Meet Eligibility Requirements of the Water Pollution Control Loan Program.
- (F) Ord. #739H: 2nd Reading – An Ordinance Amending Section 110-92, Yield Intersections, of the City of Belvidere Municipal Code to Add Willow Street at Douglas Street as Two-Way Yield.
- (G) Ord. #740H: 2nd Reading – An Ordinance Authorizing the Sale of Certain Personal Property (Fire Department Engine).
- (H) Ord. #741H: 2nd Reading – An Ordinance Granting a Zoning District Change from RH, Rural Holding District to SR-6, Single-Family Residential-6 District (5147 Chrysler Dr.).

(10) New Business:

- (A) Ord. #742H: 1<sup>st</sup> Reading – An Ordinance Vacating an Alley Generally Lying South of 6<sup>th</sup> St. and North of 7<sup>th</sup> St. and East of Union Ave. in the City of Belvidere, Illinois.
- (B) Res. #2025-17: A Resolution Authorizing the Execution of an Agreement between the City of Belvidere and Konica Minolta Business Solutions U.S.A. Inc.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of September 22, 2025.

Motions of Public Safety – Chairman Rory Peterson.

- (A) Motion to accept grant funds from the Illinois Attorney General's Office – Organized Retail Crime Program in the amount of \$16,000.00 and to authorize the Mayor and Finance Director to execute any documentation necessary to facilitate the receipt of grant funds.

Motions of Finance & Personnel – Chairwoman Wendy Frank.

- (B) Motion to appoint Alderperson Rory Peterson to serve as the acting chairperson for any meeting of the City of Belvidere Committee of the Whole or City Council in the absence of the mayor or mayor pro tem. This appointment shall expire on April 30, 2027.

Motions of Public Works – Chairwoman Sandra Gramkowski.

- (C) Motion to approve the purchase from Ascendence Trucks-Wisconsin, in the amount of \$64,900.00, for a 2013 International Workstar 7500 ten-yard dump truck. This truck will be paid for from Capital Line Item #41-5-752-8300.

(11) Other: None.

(12) Adjournment:

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
MINUTES

Date: September 15, 2025

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

Call to order by Mayor Morris.

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

Absent: C. Montalbano.

Other staff members in attendance:

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

Mayor Morris asked for a moment of silence due to the assassination of Charlie Kirk.

(2) Pledge of Allegiance:  
Invocation: Mayor Morris.

(3) Public Comment:

(A) Dan Snow – 1115 E 4<sup>th</sup> St., spoke regarding putting in a sidewalk between  
Greenview Estates and Cline's Ford Subdivision and regarding weeds on the  
pathway over by Casey's.

(B) John Wolf – Former Chairman of Growth Dimensions, spoke in regards to the  
City not funding Growth Dimensions and asked City Council to reconsider  
next year.

(4) Approval of Minutes:

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

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

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(A) Proclamation for Constitution Week presented to Kathy Hughes, Regent of the Asa Cottrell Chapter, Daughters of the American Revolution.

(B) Ida Public Library Report given by Library Director Mindy Long.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$2,495,232.79  
Water & Sewer Fund Expenditures: \$ 568,540.88

Motion by Ald. Hoiness, 2<sup>nd</sup> by Ald. Peterson to approve the General & Special Fund Expenditures in the amount of \$2,495,232.79. Discussion took place regarding the fuel expenditure for J&D Oil. It was noted other units of government, such as Boone County, use the fuel and are invoiced for it. Roll call vote: 9/0 in favor. Ayes: Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Peterson and Stevens. Nays: None. Motion carried.

Motion by Ald. Frank, 2<sup>nd</sup> by Ald. Gramkowski to approve the Water & Sewer Fund Expenditures in the amount of \$568,540.88. Discussion took place regarding the payment of \$52,417.10 to the Boone County Conservation District. It was noted the payment is the Conservation District's portion of Impact Fees. Roll call vote: 9/0 in favor. Ayes: Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Peterson, Stevens and Albertini. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

(A) Monthly Report of Belvidere Police Department Overtime Pay for August 2025.

(B) Monthly Report of Belvidere Fire Department Overtime Pay for August 2025.

(C) Monthly Report of Community Development Department/Planning Department for August 2025.

(D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for August 2025.

(E) Monthly Financial Report for August 2025.

(F) Monthly General Fund Report for August 2025.

(G) Monthly Water/Sewer Report for August 2025.

(H) Monthly Donation Report for August 2025.

(I) Minutes of Planning and Zoning Commission for September 9, 2025.

Let the record show these reports were placed on file.

(J) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of September 8, 2025.

Motion by Ald. McGee, 2<sup>nd</sup> by Ald. Stevens to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of September 8, 2025. Voice vote carried. Motion carried.

(9) Unfinished Business: None.

(10) New Business:

(A) Ord. #734H: 1<sup>st</sup> Reading – An Ordinance Authorizing the Execution of an Annexation Agreement Between the City of Belvidere and Joshua Robertson Relating to 5147 Chrysler Drive.

(B) Ord. #735H: 1<sup>st</sup> Reading – An Ordinance Annexing Certain Territory Located at 5147 Chrysler Drive to the City of Belvidere, Boone County, Illinois.

(C) Ord. #736H: 1<sup>st</sup> Reading – An Ordinance Annexing Certain Properties Commonly Known as 314 Brocket Trl., 318 Brocket Trl., 684 Red Deer Trail, and a Portion of the Harbour at Beaver Creek, Boone County Illinois to the City of Belvidere, Boone County, Illinois.

(D) Ord. #737H: 1<sup>st</sup> Reading – An Ordinance Annexing Certain Territory Lying North of US Business Route 20, and South of Squaw Prairie Road Consisting of Certain Lots in the Final Plats 1 & 2 of the Deer Hills Subdivisions and the Deer Woods II Subdivision to the City of Belvidere, Boone County, Illinois.

(E) Ord. #738H: 1<sup>st</sup> Reading – An Ordinance Authorizing an Intra Fund Loan from the City of Belvidere General Fund to the Water & Sewer Fund for Design Engineering of the WWTP Upgrades to Meet Eligibility Requirements of the Water Pollution Control Loan Program.

(F) Ord. #739H: 1<sup>st</sup> Reading – An Ordinance Amending Section 110-92, Yield Intersections, of the City of Belvidere Municipal Code to Add Willow Street at Douglas Street as Two-Way Yield.

(G) Ord. #740H: 1<sup>st</sup> Reading – An Ordinance Authorizing the Sale of Certain Personal Property (Fire Department Engine).

- (H) Ord. #741H: 1<sup>st</sup> Reading – An Ordinance Granting a Zoning District Change from RH, Rural Holding District to SR-6, Single-Family Residential-6 District (5147 Chrysler Dr.).

Let the record show Ordinance #734H, #735H, #736H, #737H, #738H, #739H, #740H and #741H were placed on file for first reading.

- (I) Motion to waive Section 2-88 Referral to Committees of the Belvidere Municipal Code as it relates to Res. #2025-16.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Peterson to waive Section 2-88 Referral to Committees of the Belvidere Municipal Code as it relates to Res. #2025-16. Roll call vote: 9/0 in favor. Ayes: Fleury, Frank, Gramkowski, Hoiness, McGee, Peterson, Stevens, Albertini and Brereton. Nays: None. Motion carried.

- (J) Res. #2025-16: A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of Belvidere and the Four Rivers Sanitation Authority for Bidding of Sanitary Sewer Rehabilitation.

Motion by Ald. Hoiness, 2<sup>nd</sup> by Ald. Peterson to adopt Res. #2025-16. Roll call vote: 9/0 in favor. Frank, Gramkowski, Hoiness, McGee, Peterson, Stevens, Albertini, Brereton and Fleury. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of September 8, 2025.

Motions of Public Works.

- (A) Motion to approve the proposal from CES, Inc. for the engineering services required to complete the 2025 IDOT Safe Routes to School Program application at a cost not-to-exceed \$6,000.00. This work will be paid for from Public Benefit Funds. Roll call vote: 9/0 in favor. Ayes: Gramkowski, Hoiness, McGee, Peterson, Stevens, Albertini, Brereton, Fleury and Frank. Nays: None. Motion carried.

- (B) Motion to approve the engineering services work order from Baxter & Woodman, in the lump sum amount of \$1,882,982.00, to complete the preliminary engineering for the WWTP Facility Plan Improvement Project. This work will be paid for from the Sewer Department Depreciation Line Item #61-1790, with a loan from the General Fund. Roll call vote: 9/0 in favor. Ayes: Hoiness, McGee, Peterson, Stevens, Albertini, Brereton, Fleury, Frank and Gramkowski. Nays: None. Motion carried.

- (C) Motion to reduce the bond for the Irene Road portion of the Kelly Farms Subdivision from \$700,000.00 to \$133,512.00. The reduced amount represents the balance of the Irene Road construction costs to be paid for by

Belvidere City Council  
September 15, 2025

IDOT. The bond may be released when the final payment is received from IDOT. Roll call vote: 9/0 in favor. Ayes: McGee, Peterson, Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski and Hoiness. Nays: None. Motion carried.

Motions of Public Safety.

(D) Motion to contract with the low bidder, Scandroli Construction, to complete projects 1-3 for a sum of \$122,075.00 to be paid for with Capital Funds. Roll call vote: 9/0 in favor. Ayes: Peterson, Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness and McGee. Nays: None. Motion carried.

(E) Motion to reject the bid from Scandroli Construction in the amount of \$49,500.00 for Project 4 – Station 2 Apparatus Bay Floor Refinish. Roll call vote: 9/0 in favor. Ayes: Stevens, Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee and Peterson. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. Frank, 2<sup>nd</sup> by Ald. Hoiness to adjourn meeting at 6:41p.m. Voice vote carried. Motion carried.

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Mayor

Attest:

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City Clerk



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

On, October 6, 2025 at 6:00 P.M., a public hearing will be held by the Mayor and City Council of the City of Belvidere, in the City Council Chambers, 401 Whitney Boulevard, Belvidere, Illinois, for the purpose of considering and hearing testimony as to an ordinance authorizing an Annexation Agreement relating to real property located at 5147 Chrysler Drive Belvidere Illinois and legally described as follows:

Lot Fifteen (15) in Henry L. Bartholomew's Subdivision, excepting therefrom the Northerly 17 feet, a Subdivision of the North 218 feet of the West Half of the Northwest Quarter of Section 1, Township 43 North, Range 3 East of the 3<sup>rd</sup> P.M., Boone County, Illinois on May 26, 1948 on Book 104 of Deeds, on page 4, situated in Boone County and State of Illinois.

PIN: 07-01-101-015

Dated: September 2, 2025

/s/ Erica Bluege, City Clerk

(Published in the  
Belvidere Republican  
Sept. 11, 2025)

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Minutes  
Committee of the Whole  
Public Safety and Finance and Personnel  
September 22, 2025  
6:00 p.m.

Date: September 22, 2025

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

Call to Order – Mayor Clinton Morris:

Roll Call:

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

Absent: C. Montalbano.

Other staff members in attendance:

Public Works Director Brent Anderson, Police Chief Shane Woody, Fire Chief Shawn Schadle, City Attorney Mike Drella, City Treasurer Mary Volkey and City Clerk Erica Bluege.

Public Comment: None.

Public Forum: None.

Reports of Officers, Boards, and Special Committees:

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

Police Chief Shane Woody presented an update.

(B) Approval to Accept the Organized Retail Crime Program Grant.

Motion by Ald. Albertini, 2<sup>nd</sup> by Ald. Hoiness to accept grant funds from the Illinois Attorney General's Office – Organized Retail Crime Program in the amount of \$16,000.00 and to authorize the Mayor and Finance Director to execute any documentation necessary to facilitate the receipt of grant funds. Discussion took place regarding the use of the grant money. It was noted it will be used to fund the operating costs for the 4 ALPR cameras already owned by the City and to purchase an additional camera. Voice vote carried. Motion carried.

(C) Fire Department – Update.

Fire Chief Shawn Schadle presented an update.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Finance Department – Update.

On behalf of Budget and Finance Director Sarah Turnipseed, Mayor Morris presented an update.

(B) Presentation of Belvidere Police Pension Board Actuarial Valuation and Tax Levy Request.

Anthony Gedvilas, a representative from Lauterbach & Amen, gave the presentation. Information only. No motions.

(C) Presentation of Belvidere Fire Pension Board Actuarial Valuation and Tax Levy Request.

Anthony Gedvilas, a representative from Lauterbach & Amen, gave the presentation. Information only. No motions.

(D) Copier Contract – RFP's.

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. Frank to approve an agreement with Konica Minolta Business Solutions U.S.A., Inc. for copiers. Voice vote carried. Motion carried.

(E) Appointment of Sarah Turnipseed to the Belvidere Police Pension Board.

Information only. No motions.

(F) Appointment of Sarah Turnipseed to the Belvidere Fire Pension Board.

Information only. No motions.

(G) Appointment of Lee Revels to the Belvidere Fire Pension Board.

Information only. No motions.

(H) Appointment of Mayor Pro Tem / Acting Chairperson.

Motion by Ald. Hoiness, 2<sup>nd</sup> by Ald. Stevens to appoint Alderperson Rory Peterson to serve as the acting chairperson for any meeting of the City of Belvidere Committee of the Whole or City Council in the absence of the mayor or mayor pro tem. This appointment shall expire on April 30, 2027. Discussion took place regarding setting up a rotation schedule so each alderperson would have the opportunity to be Acting Chair. Discussion took place as to the reasons for appointing one alderperson. It was noted that other than the last 10 or so years an acting chairperson has been appointed. Discussion took place in regards to appointing the most senior alderperson as acting chairperson. Roll call vote: 9/0 in favor. Ayes: Albertini, Brereton, Fleury, Frank, Gramkowski, Hoiness, McGee, Peterson and Stevens. Nays: None. Motion carried.

5. Other, Unfinished Business: None.

6. Other, New Business:

(A) Request to Vacate Alley.

Motion by Ald. Hoiness, 2<sup>nd</sup> by Ald. Peterson to vacate the mostly unimproved alley from 6<sup>th</sup> Street to 7<sup>th</sup> Street east of Union Avenue. Discussion took place regarding the alley being divided equally amongst the residents. It was noted that the alley is mostly unpaved and is not being used to access any structures such as garages. Voice vote carried. Motion carried.

(B) 10 Yard Dump Truck Purchase – Street Department.

Motion by Ald. Peterson, 2<sup>nd</sup> by Ald. Fleury to approve the purchase from Ascendance Trucks-Wisconsin, in the amount of \$64,900.00, for a 2013 International Workstar 7500 ten-yard dump truck. This truck will be paid for from Capital Line Item #41-5-752-8300. Discussion took place regarding the cost savings as new dump trucks is \$300,000.00. Discussion too place regarding the life expectancy, with it being noted that it should last another 10 years. Voice vote carried. Motion carried.

7. Adjournment:

Motion by Ald. Frank, 2<sup>nd</sup> by Ald. Hoiness to adjourn the meeting at 6:40p.m. Voice vote carried. Motion carried.

\_\_\_\_\_  
Mayor

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

ORDINANCE #734H

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN  
ANNEXATION AGREEMENT BETWEEN THE  
CITY OF BELVIDERE AND JOSHUA ROBERTSON  
RELATING TO  
5147 CHRYSLER DRIVE

WHEREAS, The City of Belvidere is authorized to enter into annexation agreements for properties that are both contiguous and non-contiguous to the City of Belvidere; and

WHEREAS, Joshua Robertson (the Owner(s)) is the legal owner(s) of record with respect to certain territory that is legal described in the Annexation Agreement which is attached to this Ordinance (the Annexation Agreement) and which is currently contiguous to the City of Belvidere; 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 6<sup>th</sup> day of October, 2025

Approved:

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Mayor Clint Morris

Attest:

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Erica Bluege, City Clerk

Ayes: .

Nays: .

Absent:.

Date Passed:

Date Approved:

Date Published:

## **ANNEXATION AGREEMENT**

This Agreement is made and entered into \_\_\_\_\_2025, by and between the City of Belvidere, an Illinois Municipal Corporation located in Boone County, Illinois (The "City") and Joshua Robertson (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

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



, \_\_\_\_\_ 2025 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 SR6 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 after this Agreement is fully executed, the City Council shall adopt an ordinance annexing the Property subject to the terms and conditions set forth in this Agreement.

3. City Zoning. Upon annexation, Owner agrees that the Property will automatically be zoned as RH Rural Holding District classification pursuant to the Belvidere Municipal Code. The City shall immediately re-zone the property to the SR 6 zoning 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. Owner shall 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 any final plat approval, Owner shall cause the Property to be disconnected from the Boone County Sanitary District. The City shall not be obligated to issue any final plat until said disconnection is obtained.

5. 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.

6. 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.

7. Off-Site Improvements. Any 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.

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

9. 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.

10. Indemnification: The Parties agree that the Owner(s) shall indemnify, defend and hold the City harmless from any damages, claims, or causes of action which are in any way related to their activities in developing the Property, excepting those negligent or intentional acts of the City. These indemnities are not intended, and shall not limit, modify or circumvent the Illinois Governmental and Governmental Tort Immunities Act. Further, Owner shall maintain comprehensive liability insurance, of types and amounts, reasonably acceptable to the City with

an insurance carrier with a best rating of A or better. Owner shall cause the City to be named as an additional insured on such insurance policy at no cost to the City..

11. Ordinances. The Owner shall abide by all ordinances, resolutions, regulations, policies and laws of the City, including but not limited to, the City's subdivision code and zoning code, in effect at the execution of this Agreement and as may be subsequently amended. Owner agrees to dedicate or deed to the City public improvements as requested by the Public Works Director.

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

13. 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.

14. 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.

15. 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.

16. 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: Mr. Joshua Robertson  
566 Creekview Lane  
Rockford, IL 61114

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.

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

18. 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.

19. 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. Owners agree to record this Agreement at the Boone County Recorders office immediately upon its execution.

20. Term of Agreement. This agreement shall be binding upon the Parties and their respective successors and assigns for the term of twenty-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.

21. 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.

22. 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.)

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

Subscribed and Sworn to  
before me this 2nd day.  
of September, 2025.

Kimberly K. Whitt  
Notary Public

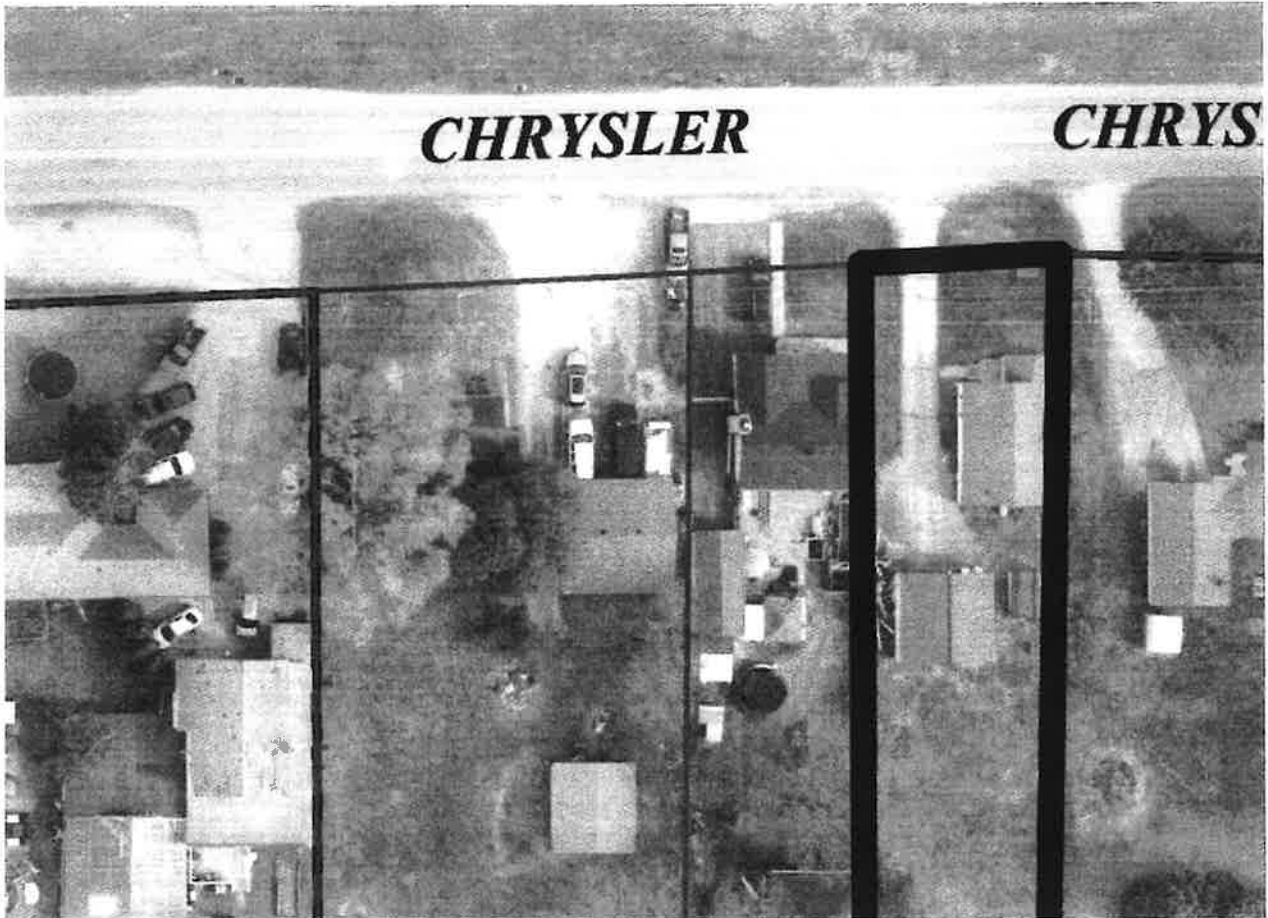


**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot Fifteen (15) in Henry L. Bartholomew's Subdivision, excepting therefrom the Northerly 17 feet, a Subdivision of the North 218 feet of the West Half of the Northwest Quarter of Section 1, Township 43 North, Range 3 East of the 3<sup>rd</sup> P.M., Boone County, Illinois on May 26, 1948 on Book 104 of Deeds, on page 4, situated in Boone County and State of Illinois.

PIN: 07-01-101-015

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



**EXHIBIT C**

**SITE PLAN  
NOT APPLICABLE**

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

NOT APPLICABLE

**EXHIBIT E**

**SEWER FEES**

Owner shall pay the Sewer Connection Fees, applicable recapture fees, and other fees of general applicability at the rate then in effect at the time of connection.

**EXHIBIT F**  
**PRELIMINARY WATER DESIGN PLAN**

NOT APPLICABLE

**EXHIBIT G**  
**WATER FEES**

Not Applicable



**EXHIBIT H**  
**PRELIMINARY PLAT**

NOT APPLICABLE

**EXHIBIT I**  
**OFFSITE IMPROVEMENTS**

NOT APPLICABLE

**EXHIBIT J**  
**EXACTION FEE SCHEDULE**

NOT APPLICABLE

## EXHIBIT K

### MODIFICATIONS TO STANDARD AGREEMENT

NONE

City: City of Belvidere,  
an Illinois Municipal Corporation

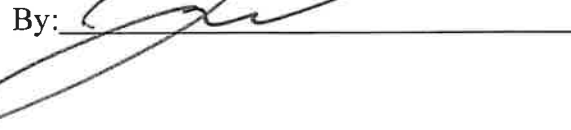
by: \_\_\_\_\_  
Mayor

ATTEST:


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

**OWNERS:**

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

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


Subscribed and Sworn to  
before me this 2nd day.  
of September, 2025

  
Notary Public



**EXHIBIT L**  
**PLANNED COMMUNITY DEVELOPMENT CONCEPT**

NOT APPLICABLE

**ORDINANCE #735H**  
**AN ORDINANCE ANNEXING CERTAIN TERRITORY**  
**LOCATED AT 5147 CHRYSLER DRIVE**  
**TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS**

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

WHEREAS, 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.

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 annexed Territory is hereby incorporated into and made a part of Ward 5 of the City of Belvidere and the boundaries of Ward 5 shall be adjusted accordingly.

SECTION 3: The City Clerk of the City of Belvidere 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. The City Clerk shall also file a copy of this Ordinance with all other applicable agencies including but not limited to the Illinois Department of Revenue and the U.S. Postal Service.

SECTION 4: That all maps, journals and other records of the City be changed accordingly.

SECTION 5: 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 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: 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 City Council of the City of Belvidere, Illinois this day of \_\_\_\_\_, 2025.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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

Ayes:

Nays: .

Absent: .

Date Approved:

Date Published:

**Prepared By / Return To:**

Michael S. Drella

City Attorney

City of Belvidere

401 Whitney Blvd.

Belvidere, Illinois 61008

EXHIBIT A

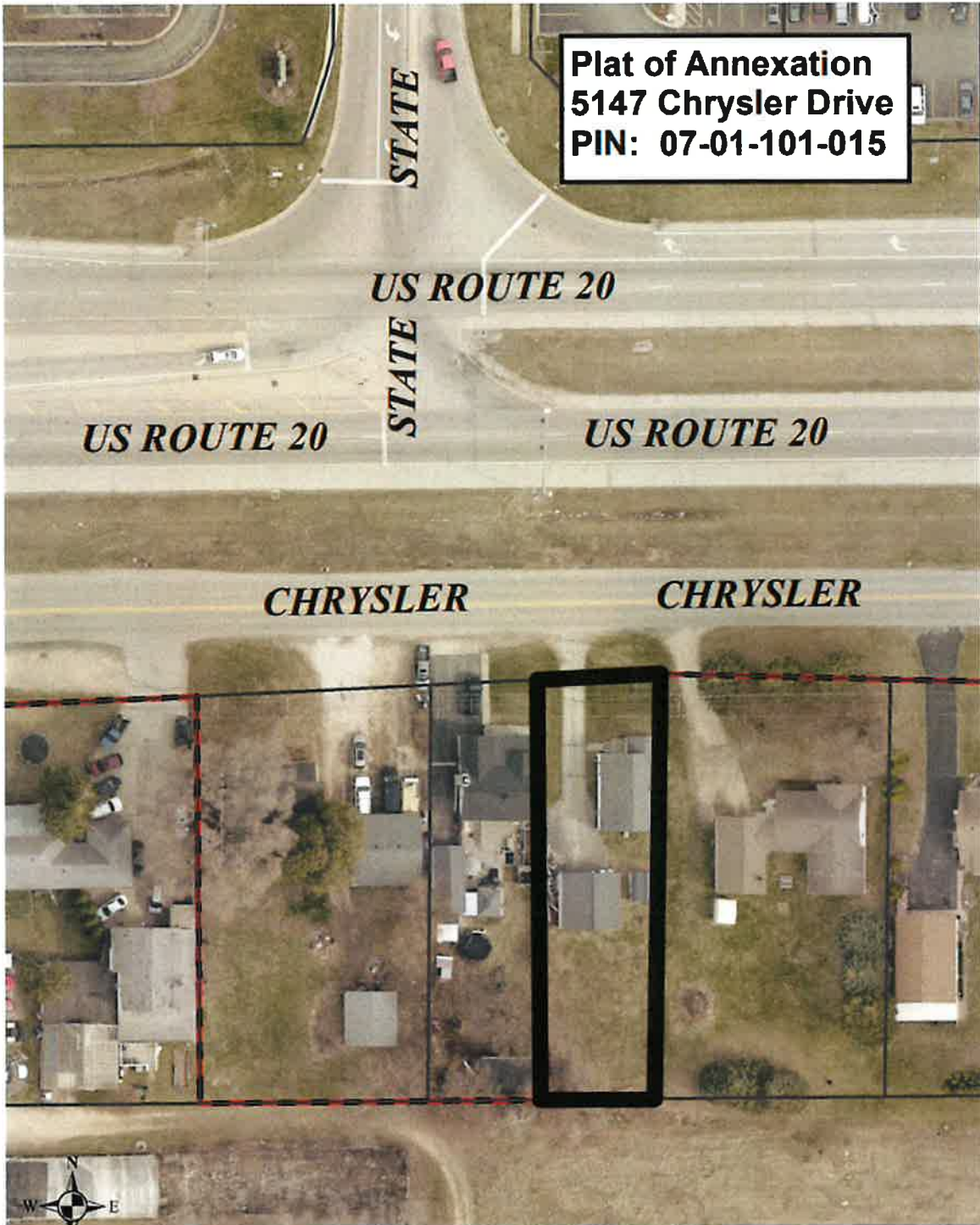
LEGAL DESCRIPTION

Lot Fifteen (15) in Henry L. Bartholomew's Subdivision, excepting therefrom the Northerly 17 feet, a Subdivision of the North 218 feet of the West Half of the Northwest Quarter of Section 1, Township 43 North, Range 3 East of the 3<sup>rd</sup> P.M., Boone County, Illinois on May 26, 1948 on Book 104 of Deeds, on page 4, situated in Boone County and State of Illinois.

PIN: 07-01-101-015



EXHIBIT B



**ORDINANCE #736H**  
**AN ORDINANCE ANNEXING CERTAIN PROPERTIES**  
**COMMONLY KNOWN AS 314 BROCKET TRL., 318 BROCKET TRL., 684**  
**RED DEER TRAIL, AND A PORTION OF THE HARBOUR AT BEAVER**  
**CREEK, BOONE COUNTY ILLINOIS TO THE CITY OF BELVIDERE, BOONE**  
**COUNTY, ILLINOIS**

WHEREAS, Robert Propst and Melinda Propst are the Owners of certain real property commonly known as 684 Red Deer Trl. Belvidere, Illinois which is legally described in the Attached Exhibit A; and

WHEREAS, Walter James Rakuc is the Owners of certain real property commonly known as 318 Brocket Trl. Belvidere, Illinois which is legally described in the Attached Exhibit A; and

WHEREAS, Eric Xia and Yiyi Wang are the Owners of certain real property commonly known as 314 Brocket Trl. Belvidere, Illinois which is legally described in the Attached Exhibit A; and

WHEREAS, Watermark Development Group LLC of 6735 Vistagreen Way #300, Rockford, Illinois, is the Owner of certain real property commonly known as the Harbor at Beaver Creek constituting a part of PIN 05-20-200-009 which is legally described in the Attached Exhibit A; and

WHEREAS, the properties described in the attached Exhibit A may be referred to herein as the Properties; and

WHEREAS, each of the aforementioned Owners may be jointly referred to herein as the Owners; and

WHEREAS, each of the Properties are wholly surrounded by the corporate boundaries of the City of Belvidere and each of the Properties contains less than sixty (60) acres, and

WHEREAS, each of the Properties are not within the corporate limits of any municipality and each of the Properties are contiguous to the City; and

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

WHEREAS, the City of Belvidere caused notice of its intent to annex the Property to be published in the Boone County Journal, a newspaper of general publication within the territory to be annexed, in compliance with 65 ILCS 5/7-1-13; 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 each of the Properties be annexed to the City of Belvidere.

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

SECTION 1: The foregoing recitals are incorporated herein by this reference.

SECTION 2: Each of the Properties described in the attached Exhibit A, which is incorporated herein by this reference, and each of which is further described in the Plats of Annexation attached as Exhibit B, which is also incorporated herein by this reference, are hereby annexed to the City of Belvidere, Boone County, Illinois.

SECTION 3: Each of the Properties described in the attached Exhibits A and B are hereby incorporated into and made a part of Ward 2 of the City of Belvidere and the boundaries of Ward 2 shall be adjusted accordingly.

SECTION 4: The City of Belvidere 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 maps of the Territories annexed and appended to the Ordinance as Exhibit B.

SECTION 5: That all maps, journals and other records of the City be changed accordingly.

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

SECTION 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: 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 City Council of the City of Belvidere, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2025.

Approved:

\_\_\_\_\_  
Mayor

Attest:

---

City Clerk

Ayes:

Nays:

Absent:

Date Approved:

Date Published:

Prepared By / Return To:

Michael S. Drella

City Attorney

City of Belvidere

119 South State Street

Belvidere, Illinois 61008

## EXHIBIT A

314 BROCKET TRL BELVIDERE, IL 61008

PIN: 05-21-101-008

Lots 87 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

318 BROCKET TRL BELVIDERE, IL 61008

PIN: 05-21-101-007

Lots 88 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

684 RED DEER TRL BELVIDERE, IL 61008

PIN: 05-16-351-011

Lot 201, as designated upon Plat No. 2 of Deer Hills Subdivision, being a Subdivision of part of the West Half of the Southwest Quarter of Section 16, Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded October 6, 2006, Plat Index File 359-B, as Document No. 2006R11070, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

THE HARBOUR AT BEAVER CREEK

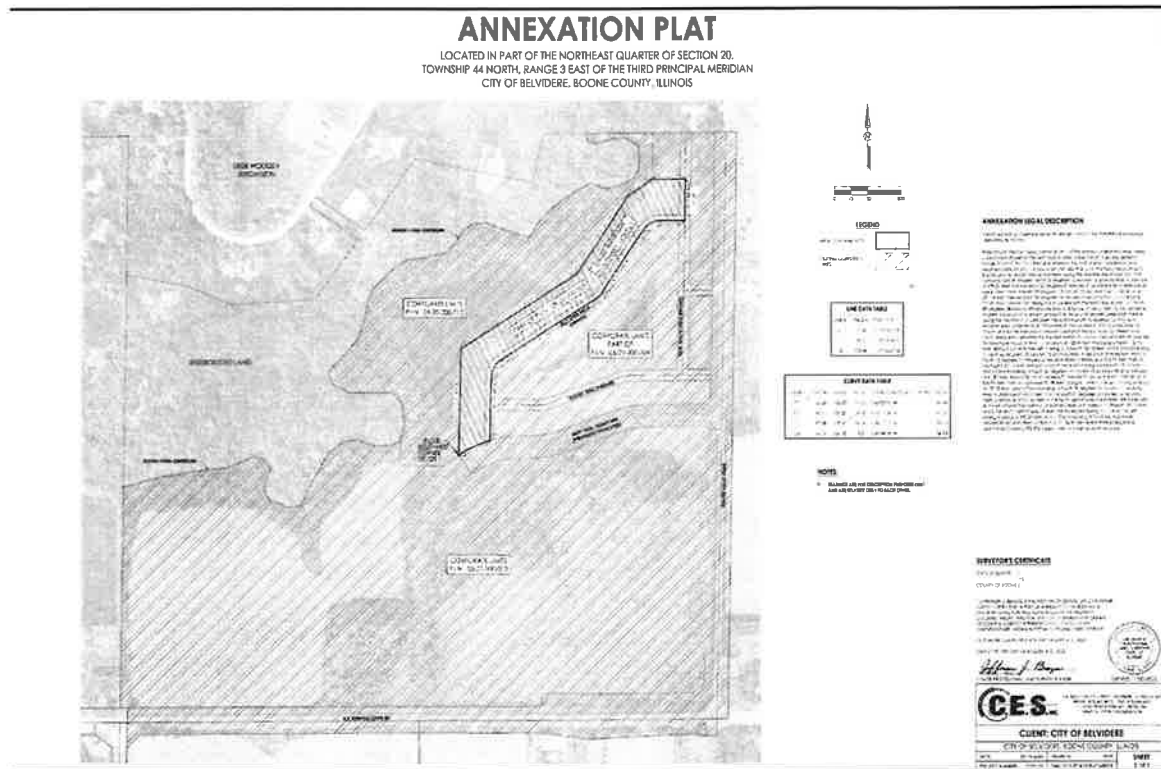
Part of PIN: 05-20-200-009

Part of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, described as follows:

Beginning at the Southwest corner of Lot 1 of The Harbour at Beaver Creek, being a subdivision of part of the Northeast quarter of Section 20, Township 44 North, Range 3 East of the Third Principal Meridian, the plat of which subdivision was recorded June 04, 2007 as Document No. 2007R06153 in the Recorder's Office of Boone County, Illinois; thence Northerly, along the Westerly line of said Lot 1 the following four (4) courses: North 01 degrees 13 minutes 12 seconds East, a distance of 479.35 feet; thence North 57 degrees 21 minutes 21 seconds East, a distance of 624.41 feet; thence North 33 degrees 13 minutes 55 seconds East, a distance of 421.14 feet; thence North 55 degrees 16 minutes 01 seconds East, a distance of 131.45 feet; thence East along a line parallel with the North line of said Lot 1 North 89 degrees 38 minutes 46 seconds East, a distance of 149.21 feet to the centerline of Deer Tracks Drive as shown on said The Harbour at Beaver Creek plat, thence along the centerline of said Deer Tracks Drive South 00 degrees 52 minutes 34 seconds West, a distance of 187.69 feet to the centerline of Eco Spine Drive as shown on said The Harbour at Beaver Creek

plat; thence West, Southwest and South along said centerline for the next seven (7) courses: thence North 89 degrees 06 minutes 45 seconds West, a distance of 103.44 feet; thence Southwest 100.63 feet, along a curve to the Left, having a radius of 100.00 feet, and a Chord bearing of South 62 degrees 03 minutes 35 seconds West, a distance of 96.44 feet; thence South 33 degrees 13 minutes 55 seconds West, a distance of 335.74 feet; thence Southwest 42.11 feet, along a curve to the Right, having a radius of 100.00 feet, and a Chord bearing of South 45 degrees 17 minutes 38 seconds West, a distance of 41.80 feet; thence South 57 degrees 21 minutes 21 seconds West, a distance of 504.93 feet; thence Southwest 97.98 feet, along a curve to the Left, having a radius of 100.00 feet, and a Chord bearing of South 29 degrees 17 minutes 17 seconds West, a distance of 94.11 feet; thence South 01 degrees 13 minutes 12 seconds West, a distance of 281.68 feet to the North right of way line of West Hills Boulevard as shown on said The Harbour at Beaver Creek plat; thence Southwest 157.15 feet along the North right of way of West Hills Boulevard, being a curve to the Left, having a radius of 500.00 feet, and a Chord bearing of South 64 degrees 48 minutes 38 seconds West, a distance of 156.50 feet to the Point of Beginning.

# **EXHIBIT B** **PLAT OF ANNEXATION FOR** **THE HARBOUR at BEAVER CREEK**



PLAT OF ANNEXATION FOR  
LOTS 88, 87, and 201 of DEER HILLS I SUBDIVISION



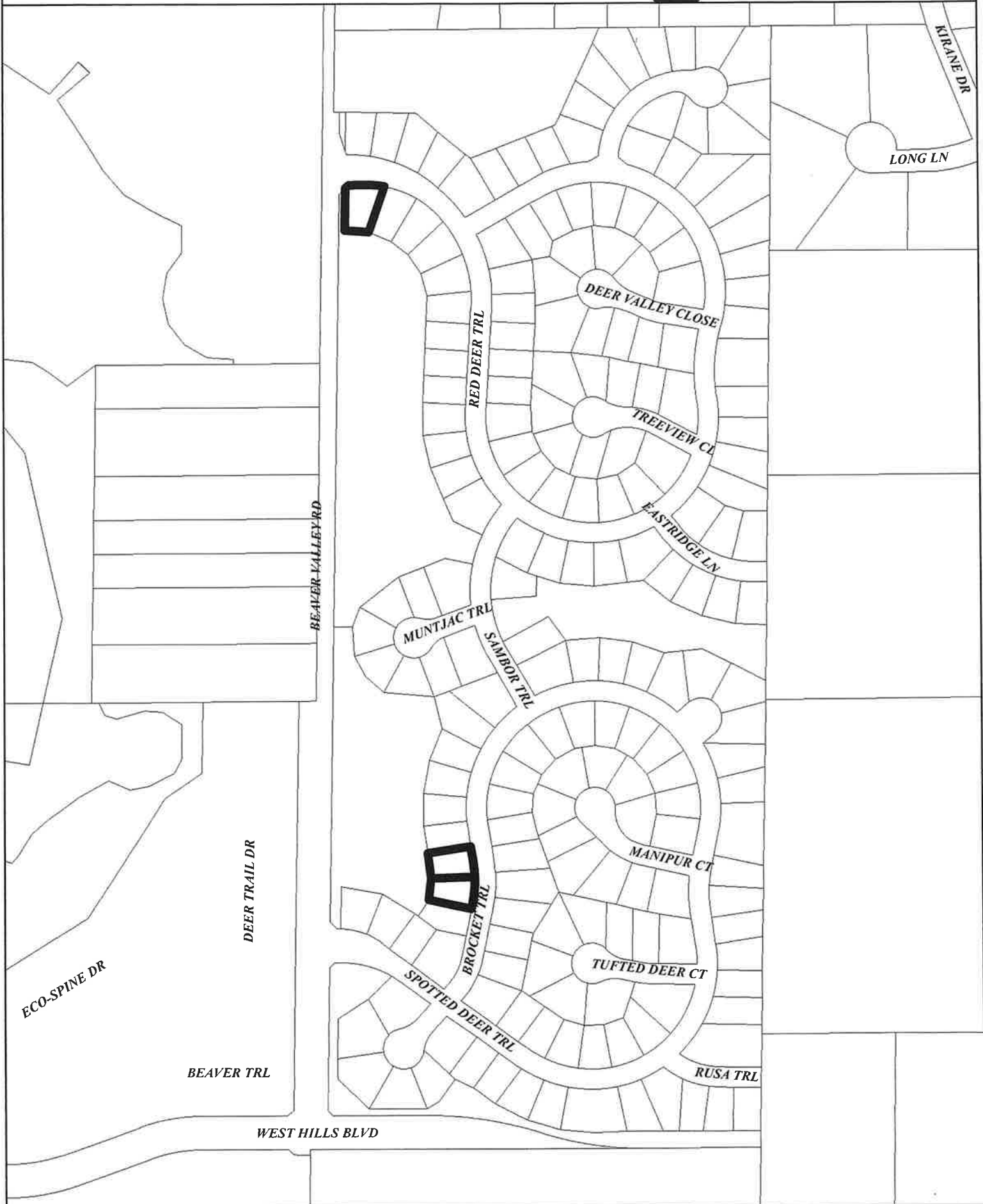


1 inch = 364 feet

# Plat of Annexation Deer Hills I and Deer Hills II



Properties to be Annexed Pursuant to #7-1-13



ORDINANCE #737H  
AN ORDINANCE ANNEXING CERTAIN TERRITORY  
LYING NORTH OF US BUSINESS ROUTE 20, AND  
SOUTH OF SQUAW PRAIRIE ROAD CONSISTING OF  
CERTAIN LOTS IN THE FINAL PLATS 1 & 2 OF THE DEER HILLS  
SUBDIVISIONS AND THE DEER WOODS II SUBDIVISION  
TO THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS

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

WHEREAS, at least 51% electors residing in the Territory and all owners of record of land within the Territory have executed Petitions to Annex the Territory to the City; and

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

WHEREAS, section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) authorize municipalities to annex contiguous territory upon the written petition signed by the owners of record and at least 51% of the electors residing in the territory; and

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

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

WHEREAS, the Territory is contiguous to Ward 2 of the City of Belvidere; and

WHEREAS, the is subject to an annexation agreement executed June 15, 2005 and approved by Ordinance 724G; and

WHEREAS, the Territory was rezoned in 2005 pursuant to ordinances 725G, 726G, 727G, 728G, and 806G (the Zoning Ordinances) and such zoning shall continue for the Territory upon annexation as well as all variances, special use ordinances and other actions taken by the City subsequent to adoption of Ordinance 724G; and

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

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

SECTION 1: The foregoing recitals are incorporated herein by this reference.

SECTION 2: The Territory described in the attached Exhibit A, which is incorporated herein by this reference, and which is further described in the Plat of Annexation attached as Exhibit B, which is also incorporated herein by

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

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

SECTION 4: The annexed Territory is hereby incorporated into and made a part of Ward 2 of the City of Belvidere and the boundaries of Ward 2 shall be adjusted accordingly.

SECTION 5: The City Clerk of the City of Belvidere is hereby directed to immediately record, with the Recorder of Deeds for Boone County, Illinois, and file with the Boone County Clerk, a certified copy of this Ordinance, together with the accurate map of the Territory annexed and appended to the Ordinance as Exhibit A. The City Clerk shall also file the affidavit of service of the notices required by 65 ILCS 5/7-7-1 with the Boone County Recorder. The City Clerk shall also file a copy of this Ordinance with all other applicable agencies including but not limited to the Illinois Department of Revenue and the U.S. Postal Service.

SECTION 6: That all maps, journals and other records of the City be changed accordingly.

SECTION 7: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION : This Ordinance shall be in full force and effect immediately upon its passage and approval.

Passed by the City Council of the City of Belvidere, Illinois this 18<sup>th</sup> day of August, 2025.

Approved:

---

Clinton Morris, Mayor

Attest:

---

Erica Bluege, City Clerk

Ayes: .

Nays: .

Absent:

Date Passed:

Date Approved:

Date Published:

**Prepared By / Return To:**

Michael S. Drella

City Attorney

City of Belvidere

401 Whitney Blvd

Belvidere, Illinois 61008

## EXHIBIT A

- 1) Lots 23 and 36 as designated upon Plat No. 1 of Deer Hills Subdivision, being a Subdivision of part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 16 and part of the West Half (1/2) of the Northwest Quarter (1/4) of Section 21, both located in Township 44 North, Range 3, East of the Third Principal Meridian, according to the Plat thereof recorded May 16, 2006, Plat index file envelope 349-B, as Document No. 2006R05230, In the Recorder's Office of Boone County, Illinois, situated in the County of Boone and the State of Illinois.

and

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

### 2) PINS:

#### DEER HILLS I

|        |               |                   |
|--------|---------------|-------------------|
| Lot 23 | 05-21-103-008 | 319 WHITETAIL TRL |
| Lot 36 | 05-16-352-003 | 365 WHITETAIL TRL |

#### DEER WOODS II

|        |               |                     |
|--------|---------------|---------------------|
| Lot 17 | 05-20-203-008 | 5049 SMOKETHORN TRL |
| Lot 26 | 05-17-451-012 | 560 SMOKETHORN CRT  |

## EXHIBIT B

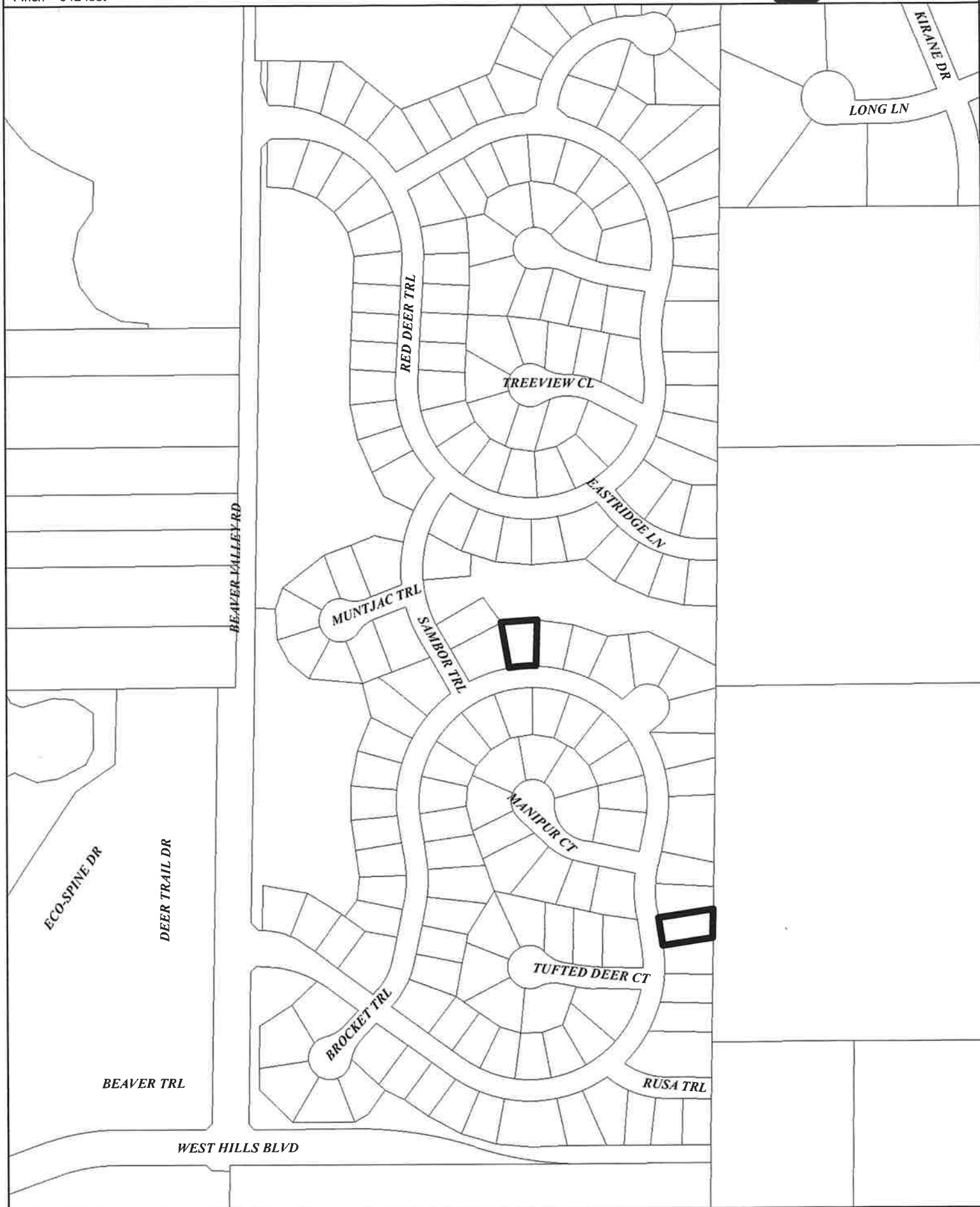


1 inch = 342 feet

# Plat of Annexation Deer Hills I



Properties to be Annexed



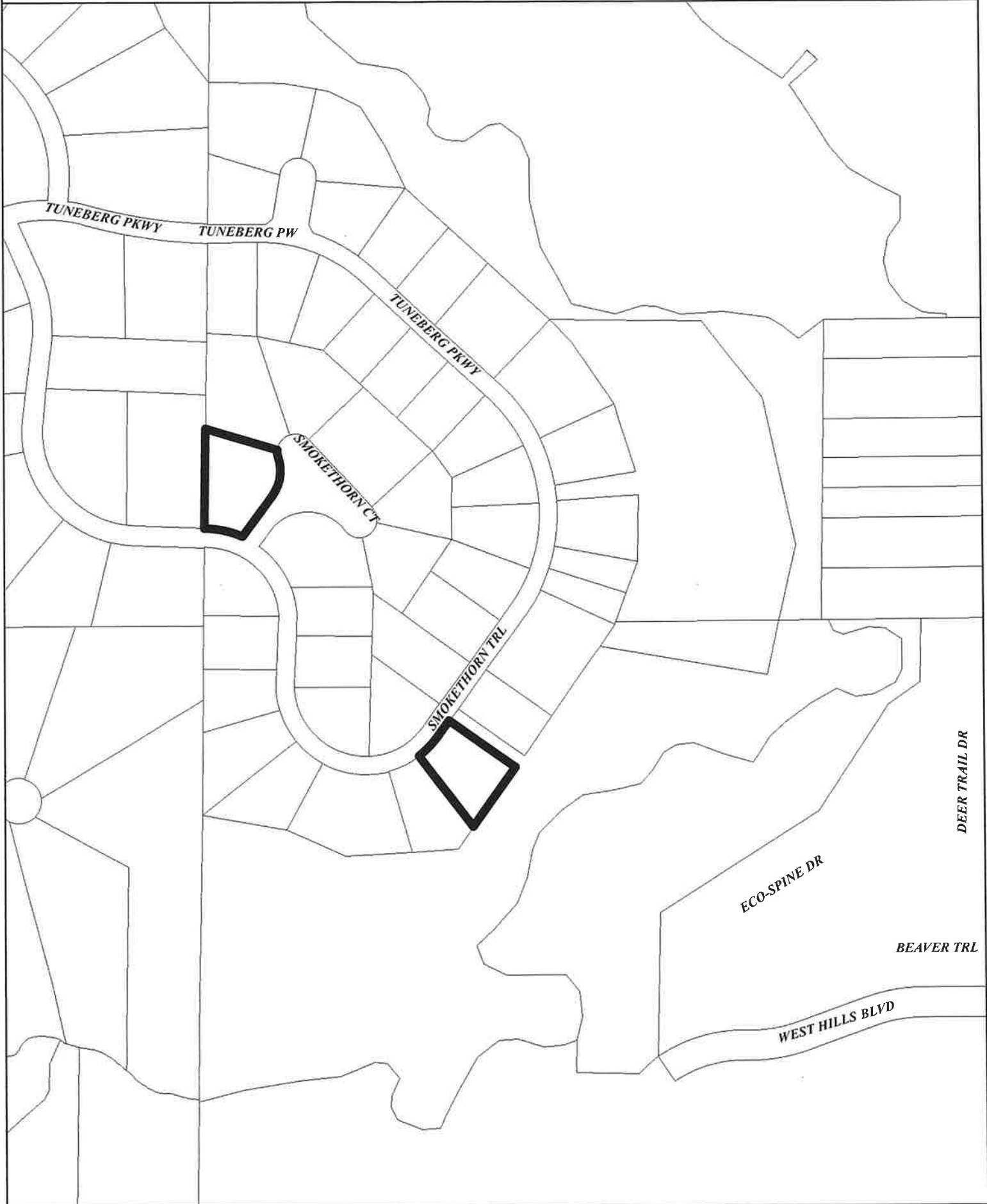


1 inch = 410 feet

# Plat of Annexation Deer Woods II



Properties to be Annexed





## ORDINANCE NO.738H

AN ORDINANCE AUTHORIZING AN INTRA FUND LOAN FROM THE CITY OF BELVIDERE GENERAL FUND TO THE WATER & SEWER FUND FOR DESIGN ENGINEERING OF THE WWTP UPGRADES TO MEET ELIGIBILITY REQUIREMENTS OF THE WATER POLLUTION CONTROL LOAN PROGRAM.

WHEREAS, the City of Belvidere (the City) operates a Waste Water Treatment Plant (the WWTP) for the benefit of its residents; and

WHEREAS, the City operates a combined water and sewer system (the Combined System) within the meaning of Division 139 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-139-1 et seq.); and

WHEREAS, it is necessary for the City to perform extensive upgrades (the Improvements) to the WWTP to ensure continued efficient operation of the WWTP for its residents and to comply with unfunded mandated upgrades required by the Illinois Environmental Protection Agency (IEPA) and the Federal EPA; and

WHEREAS, the City of Belvidere intends to receive a low interest loan under the Illinois Water Pollution Control Loan Program (WPCLP) administered by IEPA to assist with the costs of Improvements; and

WHEREAS, as a condition precedent to receiving the funding approval under the WPCLP the City must first engage in Design Engineering of the required Improvements; and

WHEREAS, the City desires to engage in two phases of Design Engineering with Phase I being Preliminary Design Engineering which is estimated to require \$1,900,000.00; and

WHEREAS, there currently is insufficient funds in the City's Water and Sewer Fund to finance the Preliminary Design Engineering; and

WHEREAS, the Corporate Authorities of the City of Belvidere wish to provide a no interest loan from the City's General Fund to the Water and Sewer Fund to finance the cost of the Preliminary Design Engineering; and

WHEREAS, the City is a home rule unit of government within the meaning of Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City elects to utilize its home rule authority to loan \$1,900,000.00 from the City's General Fund to the City's Water and Sewer Fund for a period of greater than the current fiscal year, in contravention of Section 8-1-3.1 of the Illinois Municipal Code (65 ILCS 5/8-1-3.1) and for that purpose declares the limitation of any intra fund loan to be of no force and effect; and

WHEREAS, the City's General Fund contains sufficient monies to fund the loan without the need of borrowing money from a bank or lending institution and paying a higher rate of interest to such bank or lending institution.

NOW, THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Belvidere, Boone County, Illinois, as follows:

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

**SECTION 2:** The City is hereby authorized to transfer and loan \$1,900,000.00 from the General Fund to the City's Water and Sewer fund for purposes of obtaining Preliminary Design Engineering for the Improvements.

**SECTION 3:** The \$1,900,000.00 (the Principal) of General Fund monies shall constitute a loan (the Loan) from the General Fund to the Water and Sewer Fund for purposes of financing the Preliminary Design Engineering for the Improvements. The loan shall mature on the date, which is ten (10) years after the date that the City the City transfers the Principal to the Water and Sewer Fund (the Due Date) and any remaining unpaid principal shall be paid upon the earlier of the Due Date or upon receipt of sufficient loan revenue pursuant to the WPCLP.

**SECTION 4:** The City may prepay the Loan in whole or in part at any time. Any partial prepayment shall be applied against the principal amount owed.

**SECTION 5:** The Obligation to reimburse the General Fund for the Principal and interest is a limited and special obligation of the Water and Sewer Fund payable solely from revenues from the operation of the Combined System and any loan funds received under the WPCLP. As the Loan and this Ordinance are solely for purposes of internally funding a City Water and Sewer capital improvement, the Loan and this Ordinance may be forgiven and/or repealed in whole or in part by a simple majority of the City's Corporate Authorities. Further, neither the Loan, nor this Ordinance, may be hypothecated or transferred to any other person or entity either in whole nor in part. The Loan and this Ordinance do not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any statutory or constitutional limitation upon indebtedness.

**SECTION 6:** If a court of competent jurisdiction holds that the loan contemplated herein is beyond the City's authority or otherwise unlawful, the sole remedy shall be the repayment of all monies transferred from the General Fund to the Water and Sewer Fund.

**SECTION 7:** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 8:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 9:** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Ayes: .

Nays: .

Absent: .

Passed:

Approved:

\_\_\_\_\_  
Mayor Clinton Morris

ATTEST: \_\_\_\_\_  
City Clerk Erica Bluege

(SEAL)

ORDINANCE #739H  
AN ORDINANCE AMENDING SECTION 110-92, Yield Intersections,  
OF THE CITY OF BELVIDERE MUNICIPAL CODE  
TO ADD WILLOW STREET AT DOUGLAS STREET  
AS TWO-WAY YIELD

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belvidere as follows:

**SECTION 1:** Section 110-92, Yield Intersections, of the City of Belvidere Municipal Code is hereby amended to add the intersection of Willow Street at Douglas Street as a two-way yield intersection on Grover St. as follows:

|            |             |                           |  |
|------------|-------------|---------------------------|--|
| Willow St. | Douglas St. | 2 Way Yield on Willow St. |  |
|------------|-------------|---------------------------|--|

**SECTION 2:** The Official Traffic Regulation Map shall be amended in conformance with this Ordinance.

**SECTION 3:** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 4:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Voting Aye: .

Voting Nay:

Absent: .

APPROVED:

---

Mayor Clinton Morris

ATTEST:

---

City Clerk

(SEAL)

Passed:

Approved:

Published:

ORDINANCE #740H

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY  
(FIRE DEPARTMENT ENGINE)

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

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

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

WHEREAS, the Corporate Authorities find that the Surplus Vehicles should be traded in for the purchase of new vehicles.

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

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

**SECTION 2:** The Mayor, or his designee, is authorized and directed to sell the Vehicles identified in Exhibit A by any means authorized by State Statute as well as any commercially reasonable manner, including but not limited to sale through an internet auction site or trade in for new vehicles.

**SECTION 3:** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 4:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law which publication is hereby authorized.

Ayes: .  
Nays: .  
Absent:

APPROVED:

Mayor Clinton Morris

(SEAL)

ATTEST: City Clerk Erica Bluege

Passed:  
Approved:  
Published:



EXHIBIT A

- 1) Engine 103, a 1993 Sutphen Fire Engine  
VIN: 1S9A1HBD0P2003026

**ORDINANCE #741H**

**AN ORDINANCE GRANTING A ZONING DISTRICT CHANGE  
FROM RH, RURAL HOLDING DISTRICT  
TO SR-6, SINGLE-FAMILY RESIDENTIAL-6 DISTRICT  
(5147 Chrysler Drive)**

**WHEREAS**, a written application has been made by Bobbi Jo Engelke, 1411 Iles Avenue, Belvidere, IL 61008 on behalf of the property owner, Joshua Robertson, 566 Creekview Lane, Rockford, IL 61114 to obtain a zoning district change from RH, Rural Holding District to SR-6, Single-family Residential-6 District pursuant to applicable provisions of the Zoning Ordinance (Chapter 150 of the Belvidere Municipal Code) of the City of Belvidere, Illinois; and,

**WHEREAS**, the application for a zoning district change was published in a newspaper of general circulation that is distributed within the City of Belvidere in accordance to Illinois State Statutes; and,

**WHEREAS**, after due notice the Planning and Zoning Commission held a public hearing on September 9, 2025 to consider the zoning map amendment and has transmitted its findings of fact and recommendation on the matter to the City Council; and,

**WHEREAS**, the City Council has considered the Planning and Zoning Commission's findings of fact and recommendation.

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

**Section 1.** The zoning for the following property legally described as:

Lot Fifteen (15) in Henry L. Bartholomew's Subdivision, excepting therefrom the Northerly 17 feet, a Subdivision of the North 218 feet of the West Half of the Northwest Quarter of Section 1, Township 43 North, Range 3 East of the 3<sup>rd</sup> P.M., Boone County, Illinois on May 26, 1948 on Book 104 of Deeds, on page 4, situated in Boone County and State of Illinois. PIN: 07-01-101-015

is changed and amended from RH, Rural Holding District to the SR-6, Single-Family Residential-6 District; the Belvidere Official Zoning Map shall be modified to reflect this zoning amendment.

A location map identifying the subject property is herein attached and made a part of this Ordinance (attachment A).

**Section 2.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in the pamphlet form as provided by law.

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

\_\_\_\_\_ 2025.

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

\_\_\_\_\_  
Clinton Morris, Mayor

**ATTEST:**

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

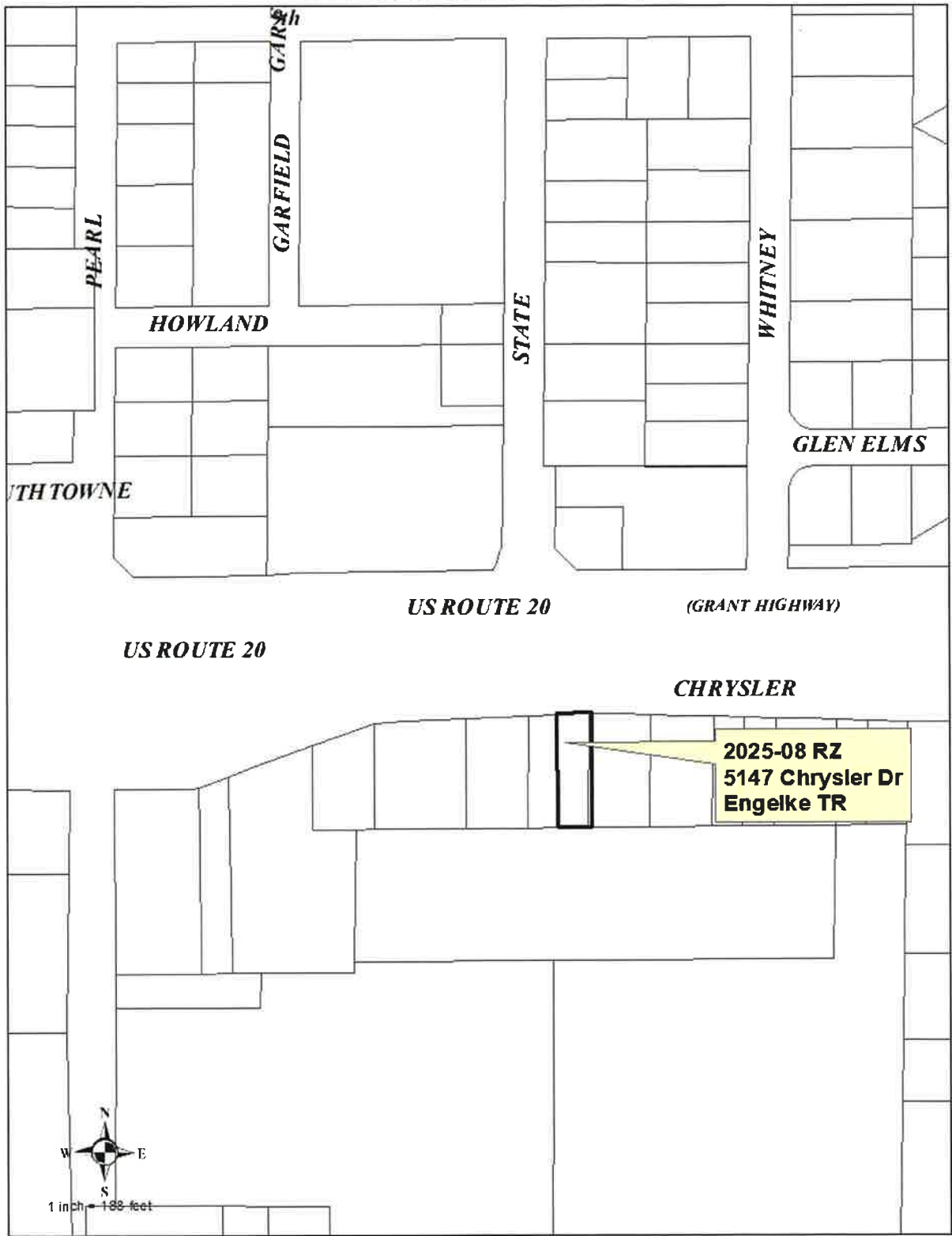
Ayes: \_\_\_\_\_                      Nays: \_\_\_\_\_                      Absent: \_\_\_\_\_

City Council Members Voting Aye:

City Council Members Voting Nay:

Date Published:

ATTACHMENT A



## **MEMO**

**DATE:** September 10, 2025  
**TO:** Mayor and Members of the City Council  
**FROM:** City of Belvidere Planning and Zoning Commission  
**SUBJECT:** Recommendation for Case 2025-08; Engelke, 5147 Chrysler Drive

### **REQUEST AND LOCATION:**

The applicant, Bobbi Jo Engelke, 1411 Iles Avenue, Belvidere, IL 61008 on behalf of the property owner, Joshua Robertson, 566 Creekview Lane, Rockford, IL 61114 is requesting a map amendment (rezoning) on approximately .25 acre located at 5147 Chrysler Drive, Belvidere IL 61008 from RH, Rural Holding District (pending annexation) to SR-6, Single-family Residential-6 District pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. PIN: 07-01-101-015

### **RECOMMENDATION:**

The Planning and Zoning Commission recommended the approval of case number 2025-08, Engelke, 5147 Chrysler Drive; the motion passed with a (7-0) roll call vote.

---

Paul Engelman, Chairman  
Belvidere Planning and Zoning Commission

**CITY OF BELVIDERE**  
*Community Development*



**BUILDING DEPARTMENT**

**PLANNING DEPARTMENT**

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

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August 29, 2025

## **ADVISORY REPORT**

**CASE NO:** 2025-08

**APPLICANT:** Engelke TR, 5147 Chrysler Drive (MA)

**REQUEST AND LOCATION:**

The applicant, Bobbi Jo Engelke, 1411 Iles Avenue, Belvidere, IL 61008 on behalf of the property owner, Joshua Robertson, 566 Creekview Lane, Rockford, IL 61114 is requesting a map amendment (rezoning) on approximately .25 acre located at 5147 Chrysler Drive, Belvidere IL 61008 from RH, Rural Holding District (pending annexation) to SR-6, Single-family Residential-6 District pursuant to the Belvidere Zoning Ordinance Section 150.903 Amendment to Official Zoning Map. PIN: 07-01-101-015

**BACKGROUND:**

The subject property is part of the H. L. Bartholomews Subdivision which was platted prior to 1961. Properties within the subdivision and adjacent ones have annexed into the City over time, usually when either the well or septic systems fail, forcing the need to connect to municipal services. The properties to the west annexed into the City in 1996. Due to the need to connect to the City's sewer system, the subject property is requesting to annex into the City. After this annexation, there are four single-family residences and one multi-family residence left remaining along this portion of Chrysler Drive in unincorporated Boone County.

When a property annexes into the City of Belvidere, it is automatically zoned RH, Rural Holding District. The applicant is requesting to be rezoned to SR-6, Single-family Residential-6 District, mirroring what nearby residences are zoned. Minimum lot requirements for the SR-6 District are 7,000 square feet, 40 feet of road frontage and a lot width of 65 feet. The subject property exceeds the road frontage and square-footage requirements but only has a lot width of 50 feet.

**FINDINGS OF FACT:**

Per Section 150.903 (D) of the City of Belvidere Zoning Ordinance, the criteria for granting an Amendment of the Official Zoning Map are as follows:

- A. Existing uses and intensities of property within the general area of the property in question.**

Findings:

Subject property: Single-family Residence

**North:** Multi-unit Commercial Building  
**South:** Agricultural Field  
**West and East:** Single-family Residence

The subject property is located along Chrysler Drive which is developed with a mix of commercial and residential land uses. The section of Chrysler Drive that the subject property is located is primarily residential in nature.

**B. The zoning classification of property within the general area of the property in question.**

Findings:

**Subject property:** RH, Rural Holding District (pending annexation)

**North:** NB, Neighborhood Business District

**South:** B-2, General Business District (Unincorporated Boone County)

**West:** SR-6, Single-family Residential-6 District

**East:** R-1, Single Family District (Unincorporated Boone County)

The SR-6 zoning allows for single-family residences, cultivation and recreational land uses. Land uses that are more intense such as bed and breakfast establishments and two-family residences are permitted by special use approval. As such, the proposed rezoning to the SR-6 District is compatible with the existing area.

**C. The suitability of the property in question for the uses permitted under the existing zoning classification.**

Findings: The property is not suitable for the existing zoning classification in its current state with the existing improvements located on the subject property.

The property is just over 9,000 square feet which is smaller than the two-acres required for property zoned Rural Holding District and substantially smaller than the 40 acres that is required for single-family residences.

**D. The trend of development, if any, in the general area of the property in question, including changes (such as the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), if any, that may have taken place since the day the property in question was placed in its present zoning classification and that make the property more appropriate for a different zoning district.**

The subject property was placed into the default Rural Holding District zoning classification upon approval of an annexation with the city, however, the existing improvements and adjacent land uses are at a greater intensity than the "rural community character" that the Rural Holding District encourages.

**E. Whether the proposed amendment is consistent with the plans and policies of the Comprehensive plan adopted by the City**

Findings: The proposed rezoning is consistent with the plans and policies of the Comprehensive Plan adopted by the City.

The subject property is designated as "Medium Density Residential" by the City of Belvidere Comprehensive Plan, adopted May 7, 2024. Medium density residential land uses include multiple housing types including single-family residential as well as place-specific small apartments, and condominiums. The medium density residential designation should encourage a greater variety of housing stock in Belvidere and allow for more flexibility to build denser residential development in proximity to the City's major roadways and municipal boundary. Medium density residential uses should be located along the fringe of the urban service area and at major infill development areas where there is an opportunity to create connections between neighborhoods.

**F. Whether the proposed Official Zoning Map amendment furthers the purposes of the Zoning Ordinance and the applicable rules and regulations of the State of Illinois and the Federal Emergency Management Agency (FEMA).**

Findings: The proposed Official Zoning Map amendment will further the purposes of this Chapter and the applicable rules and regulations of the State of Illinois and the Federal Emergency Management Agency (FEMA).

The subject property is currently developed with a single-family residence and detached garage, in accord with Boone County regulations. The rezoning will help bring the property in line with the City of Belvidere's regulations. All future development will be required to adhere to all applicable codes and ordinances in addition to advised recommendations for development that may be provided by agencies at a later date.

**G. Whether a mistake was made in mapping on the Official Zoning Map or if an area is developing in a manner and purpose different from that for which it is mapped.**

Findings: Properties are automatically zoned Rural Holding District upon annexation. This zoning district acts as a holding place until the property can be properly rezoned to an industrial, commercial or residential district.

**SUMMARY:**

The planning staff believes that the proposed rezoning for the subject site is not more intense than the other developed uses in the general area. The rezoning will bring the existing improvements and platted lot into compliance with the City's Zoning Ordinance.

**RECOMMENDATION:**

The Planning staff recommends the approval of case number 2025-08 to rezone 5147 Chrysler Drive from RH, Rural Holding District (pending annexation) to SR-6, Single-family Residential-6 District.

**Submitted by:**



Gina DelRose, Community Development Planner

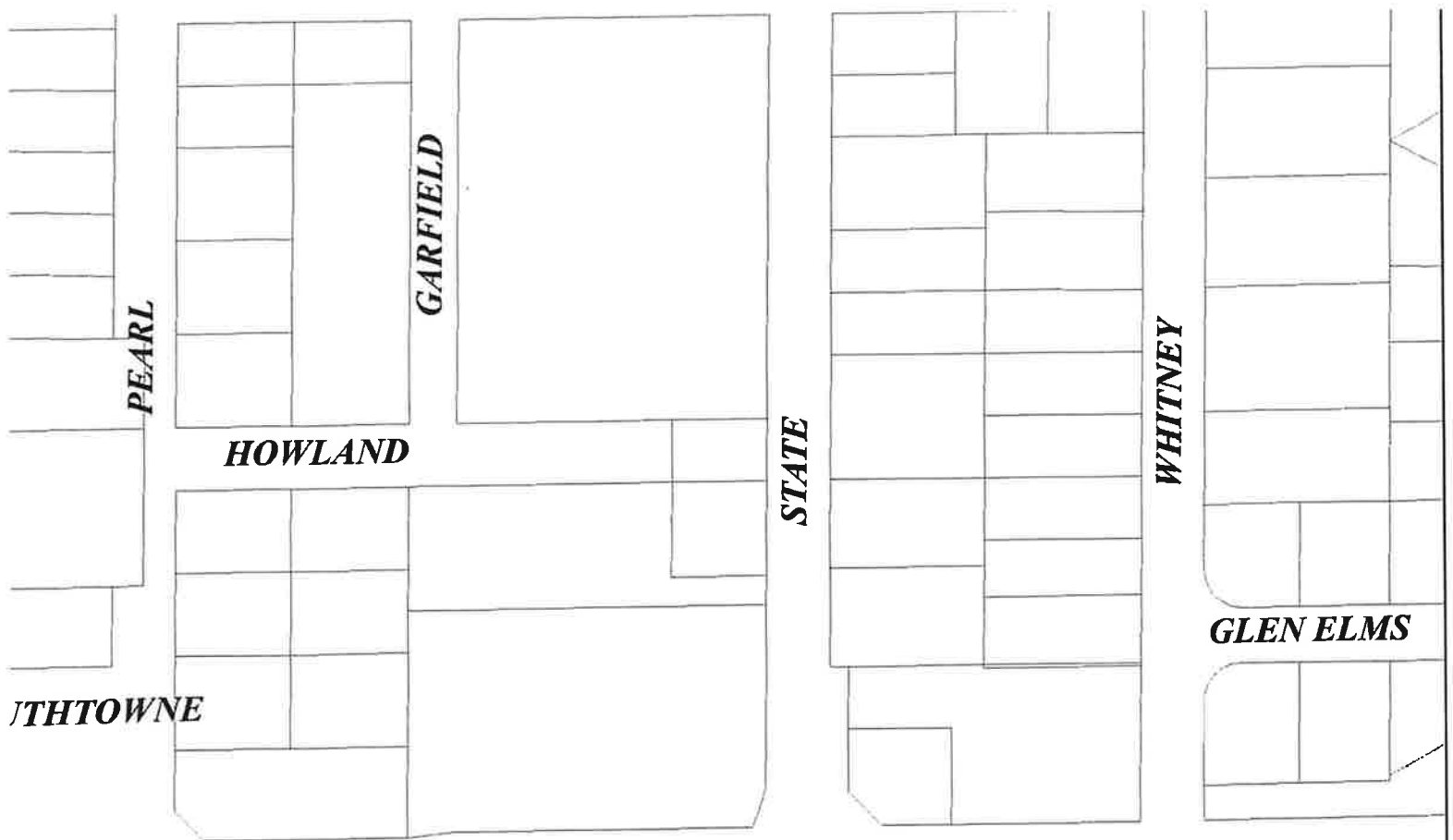


**PLANNING AND ZONING COMMISSION/CITY COUNCIL ACTION**

The Planning and Zoning Commission shall make and forward findings of fact as to the whether the proposed map amendment furthers the purposes of the Zoning Ordinances and make a recommendation to the City Council. The City Council shall review the findings and recommendation and may accept or reject the findings and recommendation of the Planning and Zoning Commission in whole or in part; or the City Council may refer the matter back to the Planning and Zoning Commission for further consideration. Any approval shall be considered the approval of a unique request and not be construed as precedent for any other proposed map amendment.

**ATTACHMENTS**

1. Location Map by Planning Staff.
2. Aerial photo by Planning Staff.
3. Zoning Map by Planning Staff.
4. NRI Report 1800 submitted by the Boone County Soil and Water Conservation District, Heather VanTilburg, dated July 31, 2025.
5. Letter from the Boone County Health Department, Alisen O'Hearn, dated August 25, 2025.



**US ROUTE 20**

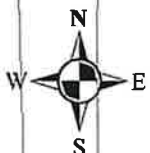
**(GRANT HIGHWAY)**

**US ROUTE 20**

**CHRYSLER**



**2025-08 RZ  
5147 Chrysler Dr  
Engelke TR**



1 inch = 188 feet

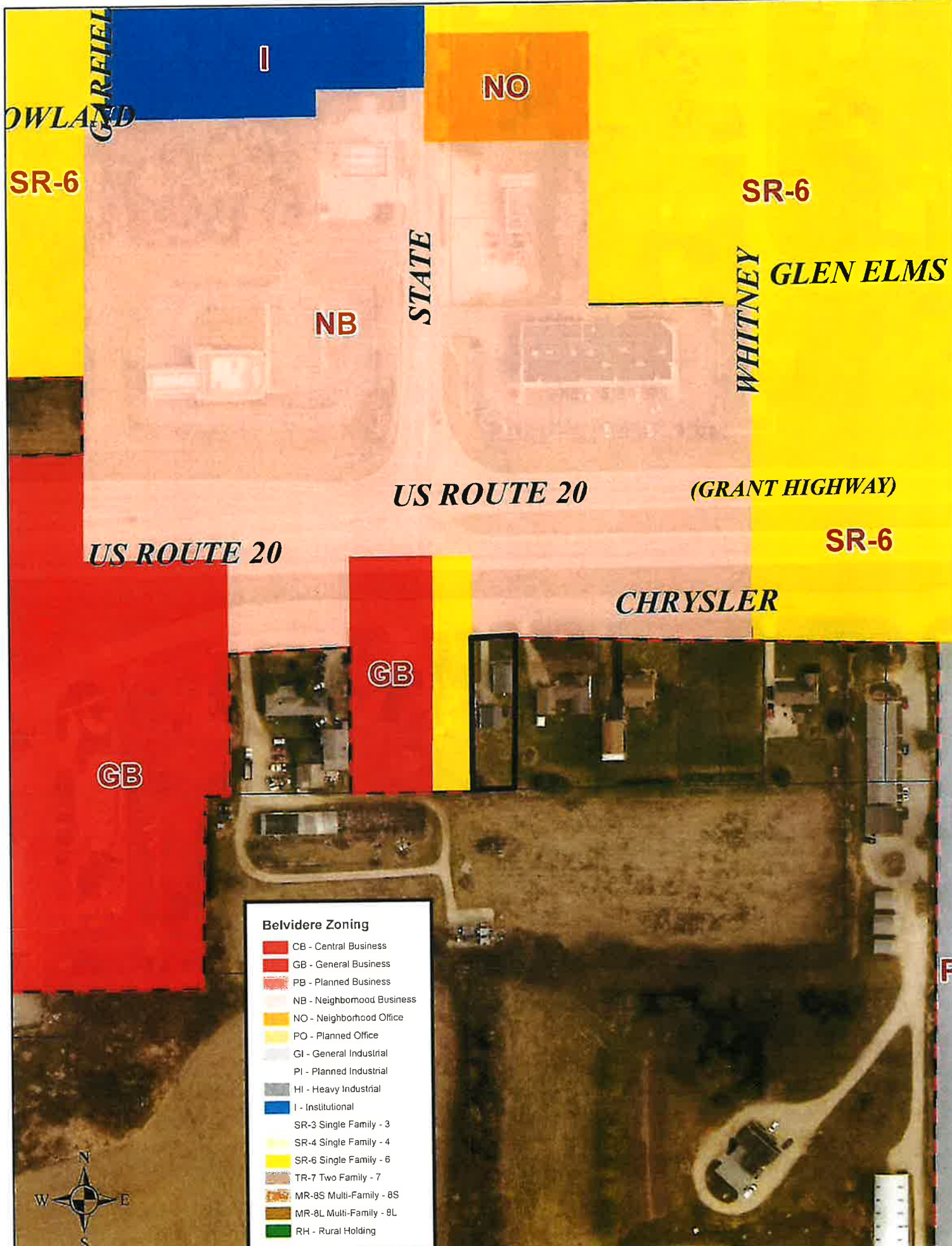
*CHRYSLER*

*CHRYSLER*

2025-08 RZ  
5147 Chrysler Dr  
Engelke TR

1 inch = 30 feet





OWLAND

SR-6

I

NO

SR-6

GLEN ELMS

NB

STATE

WHITNEY

US ROUTE 20

(GRANT HIGHWAY)

US ROUTE 20

SR-6

CHRYSLER

GB

GB

- Belvidere Zoning**
- CB - Central Business
  - GB - General Business
  - PB - Planned Business
  - NB - Neighborhood Business
  - NO - Neighborhood Office
  - PO - Planned Office
  - GI - General Industrial
  - PI - Planned Industrial
  - HI - Heavy Industrial
  - I - Institutional
  - SR-3 Single Family - 3
  - SR-4 Single Family - 4
  - SR-6 Single Family - 6
  - TR-7 Two Family - 7
  - MR-8S Multi-Family - 8S
  - MR-8L Multi-Family - 8L
  - RH - Rural Holding



1 inch = 147 feet

July 31, 2025

**SWCD NRI #: 1800**Belvidere Planning Department  
401 Whitney Blvd., Suite 300  
Belvidere, IL 61008

Dear Sir/Madam,

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

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

**Location of Site:** 5147 Chrysler Dr., Belvidere, IL 61008  
**PIN(S):** 0701101015

| Contact  | Petitioner      | Owner   |
|--|-----------------|---|
| Bobbi Jo Engelke<br>1411 Iles Ave<br>Belvidere, IL 61008 | Same as Contact | Elmer A. Engelke Trust<br>5147 Chrysler Dr<br>Belvidere, IL 61008 |
| (815) 979-9064<br>bengelke1970@aol.com                   |                 |   |

**Request:** Zoning Change from RH to SR-6 (pending annexation)

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

Sincerely,

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



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

## Boone County Health Department

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

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

August 25, 2025

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

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

**Re: Case: 2025-08 (RZ); Robertson, 5147 Chrysler Drive**

Dear City of Belvidere,

We are in receipt of a map amendment (rezoning) at 5147 Chrysler Drive, Belvidere, IL 61008 within the RH, Rural Holding District, to Single-family Residential-6 District pursuant to the Belvidere Zoning Ordinance Sections 150.903 Amendment to Official Zoning Map; pending annexation to the City of Belvidere. PIN: 07-01-101-015.

The Boone County Health Department (BCHD) has reviewed the results from the well and septic evaluation of the property and due to the noncompliant status of the septic system, the annexation and connection to public sewer would be an approved plan of corrective action. The septic system and/or similar components must be properly abandoned as required by the Illinois Private Sewage Code Section 905.40 and Boone County Code Section 66-26. State rules adopted. The applicant would need to complete that process with oversight from BCHD.

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

Sincerely,

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

## **ORDINANCE #742H**

### **AN ORDINANCE VACATING AN ALLEY GENERALLY LYING SOUTH OF 6<sup>th</sup> ST. AND NORTH OF 7<sup>th</sup> St. AND EAST OF UNION AVE. IN THE CITY OF BELVIDERE, ILLINOIS**

WHEREAS, an alley exists generally lying between 6<sup>th</sup> Street and 7<sup>th</sup> Street east of Union Ave. (the Alley) in the City of Belvidere, Illinois; and

WHEREAS, the Alley is legally described and depicted on the Attached Exhibit A which is incorporated herein by this reference (also referred to herein as the Vacated Parcel); and

WHEREAS, the Alley is no longer necessary for the public good and portions of the Alley have been previously vacated; and

WHEREAS, the City of Belvidere is a home rule unit of government within the meaning of Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and; and

WHEREAS, after proper notice, a public hearing was held on October 20, 2025 pursuant to Section 11-91-1 of the Illinois Municipal Code; and

WHEREAS, the Corporate Authorities of the City of Belvidere find that it is in the public interest to vacate the Alley as it no longer serves the public and the City will be relieved of any maintenance obligations.

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 as if fully set forth.

**SECTION 2:** The Alley is hereby vacated in accordance with 65 ILCS 5/11-91-1 et seq. and title to the Vacated Parcel shall devolve upon the adjoining properties the same as if the Alley had been dedicated by common law plat and in accordance with section 11-91-2 of the Illinois Municipal Code (65 ILCS 5/11-91-2) and as set forth in this Ordinance. The Mayor is authorized to execute and the Clerk to Attest any documents necessary or convenient to transfer title to the Vacated Parcel to the adjoin properties.

**SECTION 3:** The Parcels which shall acquire title to the Vacated Alley pursuant to 65 ILCS 5/11-31-2 are as shown on the Attached Exhibit A and are:

PIN 05-35-431-007  
PIN 05-35-431-005  
PIN 05-35-431-001  
PIN 05-35-431-002  
PIN 05-35-431-003



**SECTION 4:** That all maps, journals and other records of the City be changed accordingly.

**SECTION 5:** 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 6:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 7:** This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes: .

Nays:

Absentees:

APPROVED:

\_\_\_\_\_  
Mayor Clinton Morris

(SEAL)

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

City Clerk

Passed:

Approved:

Published:

EXHIBIT A



RESOLUTION #2025-17

A RESOLUTION AUTHORIZING THE EXECUTION OF  
AN AGREEMENT  
BETWEEN THE CITY OF BELVIDERE AND  
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A. Inc.

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

WHEREAS, Konica Minolta Business Solutions U.S.A. Inc. (Konica Minolta) provides leased copiers with support for clients; and

WHEREAS, Konica Minolta and the City desire to enter into the attached agreement by which Konica Minolta will provide copiers and support for the City as set forth in the attached agreement which is hereby incorporated by this reference; and

IT IS THEREFORE RESOLVED: by the MAYOR and CITY COUNCIL of the City of Belvidere, Boone County Illinois, as follows:

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

**SECTION 2:** The Mayor, or his designee, is authorized and directed to execute, the attached Agreement, which Agreement is hereby approved.

**SECTION 3:** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 4:** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5:** This resolution shall be in full force and effect immediately upon its passage and approval by the Mayor. The City Council finds that immediate approval is essential to obtain favorable sale and purchase terms.

Adopted by the City Council of the City of Belvidere, Illinois, this day of  
October, 2025.

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

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

(SEAL)

Ayes: .  
Nays:  
Absent: .

Date Approved:

## Advantage Lease Agreement

This Advantage Lease Agreement ("Agreement") is written in "Plain English". In this Agreement, the words **you** and **your** refer to the customer (and its guarantors), the words **we**, **us** and **our** refer to **Konica Minolta Business Solutions U.S.A., Inc., d/b/a Konica Minolta Premier Finance**. If we assign this Agreement to a third party lessor, **Lessor** shall refer to such third party lessor assignee, and the words **we**, **us** and **our** shall also mean and include such Lessor and its assignees as to our rights, remedies and entitlements under this Agreement and any Schedule so assigned, but not our obligations.

### Customer Information

Full Customer legal Name/Address:

**City of Belvidere**401 Whitney Blvd  
Ste 100  
Belvidere, IL 61008-3693

Billing Name/Address:

**City Of Belvidere**401 Whitney Blvd  
Ste 100  
Belvidere, IL, 61008-3693

Billing Contact Name: Sarah Turnipseed

Phone<sup>1</sup>: (815) 544-2612

Email: sturnipseed@belvidereil.gov

Federal Tax ID<sup>2</sup>:

Do not enter Social Security Number

### Term and Payment Information

| Term in Months | Number of Payments | Payment Frequency | Payment(Plus Applicable Taxes) | End of Lease Purchase Option |
|----------------|--------------------|-------------------|--------------------------------|------------------------------|
| 60             | 60                 | Monthly           | \$1,122.82                     | \$1.00                       |

### Product Description

Installation Location - 1: City Of Belvidere City Clerk Office, 401 Whitney Blvd, Belvidere, IL 61008-3693

| Qty | Product Description | Product Configuration  |
|-----|---------------------|--|
| 1   | Bizhub C451i        | Pc-116 Cabinet, Fs-542 Inner Finisher, Fk-514 Fax Kit 1st & 2nd Line                             |
| 1   | Bizhub C451i        | Pc-416 Cabinet, Fs-542 Inner Finisher, Fk-514 Fax Kit 1st & 2nd Line, Lu-207 Large Capacity Unit |
| 1   | Bizhub C451i        | Pc-116 Cabinet, Fs-542 Inner Finisher, Fk-514 Fax Kit 1st & 2nd Line                             |

Installation Location - 2: Belvidere, City Of, 210 Whitney Blvd, Belvidere, IL 61008-3690

Device Location(s): WaterDepartment

| Qty | Product Description | Product Configuration                           |
|-----|---------------------|---|
| 1   | Bizhub C251i        | Dk-516 Copy Desk, Fk-514 Fax Kit 1st & 2nd Line |

Installation Location - 3: City Of Belvidere, 515 W Locust St, Belvidere, IL 61008-3626

Device Location(s): StreetDepartment

| Qty | Product Description | Product Configuration                           |
|-----|---------------------|---|
| 1   | Bizhub C251i        | Dk-516 Copy Desk, Fk-514 Fax Kit 1st & 2nd Line |

Installation Location - 4: City Of Belvidere, 615 N Main St, Belvidere, IL 61008-2650

Device Location(s): Police

<sup>1</sup> By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

<sup>2</sup> To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

| Qty | Product Description | Product Configuration |
|-----|---------------------|-----------------------|
|-----|---------------------|-----------------------|

|   |             |   |
|---|-------------|---|
| 1 | Bizhub 301i | Dk-516 Copy Desk, Fk-514 Fax Kit 1st & 2nd Line |
|---|-------------|---|

Installation Location - 5: City Of Belvidere, 123 S State St, Belvidere, IL 61008-3628

Device Location(s): Station1

| Qty | Product Description | Product Configuration |
|-----|---------------------|-----------------------|
|-----|---------------------|-----------------------|

|   |              |   |
|---|--------------|---|
| 1 | Bizhub C251i | Dk-516 Copy Desk, Fk-514 Fax Kit 1st & 2nd Line |
|---|--------------|---|

Installation Location - 6: City Of Belvidere, 353 E 6th St, Belvidere, IL 61008-5307

Device Location(s): Station2

| Qty | Product Description | Product Configuration |
|-----|---------------------|-----------------------|
|-----|---------------------|-----------------------|

|   |              |                |
|---|--------------|----------------|
| 1 | Bizhub 4051i | Fk-517 Fax Kit |
|---|--------------|----------------|

Installation Location - 7: City Of Belvidere, 2001 Newburg Rd, Belvidere, IL 61008-8608

Device Location(s): WasteWaterTreatme

| Qty | Product Description | Product Configuration |
|-----|---------------------|-----------------------|
|-----|---------------------|-----------------------|

|   |              |   |
|---|--------------|---|
| 1 | Bizhub C251i | Dk-516 Copy Desk, Fk-514 Fax Kit 1st & 2nd Line |
|---|--------------|---|

## Maintenance & Group Pool Billing Information

### Pool Group 1

Maintenance Plan: Base Plus - Fleet Aggregate

| Pool Group ID | Pool Name | Pages Included | Overage Charge | Overage Frequency |
|---------------|-----------|----------------|----------------|-------------------|
| 1             | Mono-1    | 10,600         | \$ 0.00320     | Monthly           |
|               | Color-1   | 2,265          | \$ 0.03200     | Monthly           |

### Pool Group 1 - Asset Schedule

Installation Location -1: City Of Belvidere City Clerk Office, 401 Whitney Blvd, Belvidere, IL 61008-3693

| Qty | Product Description | Customer Invoice Information | Text       |
|-----|---------------------|------------------------------|------------|
| 1   | Bizhub C451i        |                              | Mono/Color |

### Pool Group 2

Maintenance Plan: Base Plus - Fleet Aggregate

| Pool Group ID | Pool Name | Pages Included | Overage Charge | Overage Frequency |
|---------------|-----------|----------------|----------------|-------------------|
| 2             | Mono-2    | 3,674          | \$ 0.00320     | Monthly           |
|               | Color-2   | 7,004          | \$ 0.03200     | Monthly           |

### Pool Group 2 - Asset Schedule

Installation Location -1: City Of Belvidere City Clerk Office, 401 Whitney Blvd, Belvidere, IL 61008-3693

| Qty | Product Description | Customer Invoice Information | Text       |
|-----|---------------------|------------------------------|------------|
| 1   | Bizhub C451i        |                              | Mono/Color |

### Pool Group 3

Maintenance Plan: Base Plus - Fleet Aggregate

### Pool Group 3 - Asset Schedule

Installation Location -1: City Of Belvidere City Clerk Office, 401 Whitney Blvd, Belvidere, IL 61008-3693

**Pool Group 4**

Maintenance Plan: Base Plus - Fleet Aggregate

| Pool Group ID | Pool Name | Pages Included | Overage Charge | Overage Frequency |
|---------------|-----------|----------------|----------------|-------------------|
| 4             | Mono-4    | 241            | \$ 0.00320     | Monthly           |
|               | Color-4   | 358            | \$ 0.03200     | Monthly           |

**Pool Group 4 - Asset Schedule**

Installation Location -2: Belvidere, City Of, 210 Whitney Blvd, Belvidere, IL 61008-3690

| Qty | Product Description | Customer Invoice Information | Text       |
|-----|---------------------|------------------------------|------------|
| 1   | Bizhub C251i        |                              | Mono/Color |

**Pool Group 5**

Maintenance Plan: Base Plus - Fleet Aggregate

**Pool Group 5 - Asset Schedule**

Installation Location -3: City Of Belvidere, 515 W Locust St, Belvidere, IL 61008-3626

**Pool Group 6**

Maintenance Plan: Base Plus - Fleet Aggregate

| Pool Group ID | Pool Name | Pages Included | Overage Charge | Overage Frequency |
|---------------|-----------|----------------|----------------|-------------------|
| 6             | Mono-6    | 2,247          | \$ 0.00320     | Monthly           |

**Pool Group 6 - Asset Schedule**

Installation Location -4: City Of Belvidere, 615 N Main St, Belvidere, IL 61008-2650

| Qty | Product Description | Customer Invoice Information | Text |
|-----|---------------------|------------------------------|------|
| 1   | Bizhub 301i         |                              | Mono |

**Pool Group 7**

Maintenance Plan: Base Plus - Fleet Aggregate

| Pool Group ID | Pool Name | Pages Included | Overage Charge | Overage Frequency |
|---------------|-----------|----------------|----------------|-------------------|
| 7             | Mono-7    | 583            | \$ 0.00320     | Monthly           |
|               | Color-7   | 657            | \$ 0.03200     | Monthly           |

**Pool Group 7 - Asset Schedule**

Installation Location -5: City Of Belvidere, 123 S State St, Belvidere, IL 61008-3628

| Qty | Product Description | Customer Invoice Information | Text       |
|-----|---------------------|------------------------------|------------|
| 1   | Bizhub C251i        |                              | Mono/Color |

**Pool Group 8**

Maintenance Plan: Base Plus - Fleet Aggregate

**Pool Group 8 - Asset Schedule**

Installation Location -6: City Of Belvidere, 353 E 6th St, Belvidere, IL 61008-5307

**Pool Group 9**



Maintenance Plan: Base Plus - Fleet Aggregate

## Pool Group 9 - Asset Schedule

Installation Location -7: City Of Belvidere, 2001 Newburg Rd, Belvidere, IL 61008-8608

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer ONE Guarantee. A copy of the Guarantee can be obtained at your local branch or by visiting <https://kmbs.konicaminolta.us/CustomerOne>



## Terms And Conditions

(THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT AND INCORPORATED INTO EACH SCHEDULE.)

**1. LEASE AGREEMENT:** You agree to lease from us the personal property identified herein, and additional personal property as identified in Schedules to this Advantage Lease Agreement, incorporating these TERMS AND CONDITIONS by reference - from time to time - signed by you and us (such property and any upgrades, substitution, replacements, repairs and additions referred to as "Equipment") for business purposes only. In the event that the Equipment you selected is unavailable or cannot be supplied by the Supplier, you agree that we can substitute or upgrade your selection to equipment of equal or greater quality, function, and value, as determined by Supplier in its sole discretion, at no additional cost to you, and you agree to accept such substitution or upgrade upon delivery. Each Schedule is a separate assignable lease. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our agreement regarding the listed equipment ("Agreement") and supersede all other writings, communications, understandings, agreements, purchase orders, solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you hereunder and under the applicable Schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO YOU.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement, any Schedule or the Equipment.

**2. RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT OR UNDER A SCHEDULE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

**3. OWNERSHIP OF EQUIPMENT:** We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

**4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that neither we nor our representatives are the Lessor's agents and none of us are authorized to modify the terms of this Agreement or any Schedule without the Lessor's consent. No representation or warranty of ours with respect to the Equipment will bind Lessor, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the Lessor, the

manufacturer or supplier of the Equipment. **THIS AGREEMENT AND EACH SCHEDULE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of ours, that no Lessor or assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against us with respect to the Customer One Guarantee

**5. LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

**6. LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment

**7. COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but not the obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

**8. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us and any Lessor harmless and reimburse us and them for loss and to defend us and them against any claim for losses or injury or death caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

**9. TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$125.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

**10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN, OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment to a Lessor, such Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of such Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and us. None of Lessor or Lessor's assignees will independently verify any such costs. Lessor and Lessor's assignees will be providing funding based on the payment you have negotiated with us. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

**11. DEFAULT AND REMEDIES:** If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement, any Schedule or any other agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and/or any and all Schedules and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges due under this Agreement and any Schedule; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges for the remainder of the term of this Agreement and any Schedules, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the initial term of this Agreement and any Schedules (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the state where we or the Lessor have our principal place of business. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT NEITHER WE NOR SUPPLIER WILL BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** In no event shall Supplier's aggregate liability under this Agreement exceed the amount you paid for the products or services in question during the twelve-month period immediately preceding the event giving rise to the liability. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a

later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

**12. UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement or any Schedule is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

**13. CONSENT TO LAW, JURISDICTION AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of our or the Lessor's principal place of business and shall be governed by and construed in accordance with its laws. If we or the Lessor bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of our or the Lessor's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of us or the Lessor. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by us or the Lessor in relation to such matters. If the Customer shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees to bring any such proceeding in, and that any such matter shall be adjudged or determined exclusively by, the courts in the state of the Supplier's, Lessor's or Assignee's principal place of business. In the event of litigation or other proceedings by Supplier, Lessor or Assignee to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by Supplier, Lessor or Assignee, including but not limited to, reasonable attorney's fees. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

**14. LESSEE GUARANTEE:** You agree, upon our request, to submit the original of this Agreement and any Schedules to us or the Lessor via overnight courier the same day you submit the facsimile or other electronic transmission of the signed Agreement and such Schedules. Both parties agree that this Agreement and any Schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 11) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any Schedules.

**15. COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and in accordance with paragraph 4 of this Agreement, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. YOUR LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED OR DELAYED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

**16. MAINTENANCE AND SUPPLIES:** Equipment services provided under this Agreement include labor and parts required to maintain covered Equipment in a normal operating condition. We will provide toner for covered Equipment on an as needed basis. Consumable supplies do not include staples unless selected. The consumable supplies provided are our property until they are consumed and are intended to be used exclusively in the covered Equipment. You bear the risk of loss for unused supplies in the event of theft, employee misconduct, fire or other mishap. We reserve the right to replace a device, at no additional cost to you, with a comparable unit when repair of the original device is not practical or economically feasible. Pricing under this Agreement is based on published and commercially reasonable expectations of supply and consumables consumption. At our discretion, we may perform an audit of supply/consumables consumption and equipment usage data to determine consumption levels. In the event the actual consumption levels exceed the levels used to determine contract pricing by more than 20%, we have the right to invoice for the excess consumption. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide us access to the equipment and we will provide labor or routine, remedial and preventive maintenance service as well as remedial parts during normal business hours (defined as 8:30 am to 5:00 pm, Monday through Friday, exclusive of holidays observed by us). All part replacements shall be on an exchange basis with new or refurbished items. We are not obligated to provide services or repairs in the event of Equipment abuse/misuse or casualty. Out of scope services, including after hours, moves, modifications and abuse/misuse will be charged at our current rates. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) we (and not the Lessor or its assignees) are the sole party responsible for any service, repair or maintenance of the Equipment, and (b) we (not the Lessor or its assignees) are the party to any service maintenance agreement.

**17. FLEET DEVICE MONITORING:** We may ask your permission to install and maintain server-based software to monitor the printing devices on your network ("Fleet Device Monitoring"). Where the use of Fleet Device Monitoring software as part of a managed print program has been agreed to, it will be used to detect new devices and add such devices to this Agreement at pre-established price levels. The added device(s) will be covered under the terms of this Agreement. You will be notified via email and may reject the addition of the device(s) by contacting us. If you agree to allow us to install and maintain Fleet Device Monitoring software on your network, and the software cannot reliably operate in your environment for any reason, we reserve the right to suspend or terminate services under this Agreement.

**18. OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of fifteen percent (15%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.

## End of Lease Options

You will have the following options at the end of the original term, provided the Agreement or applicable Schedule has not terminated early and no event of default under the Agreement and/or any Schedule has occurred and is continuing. 1. Purchase all of the Equipment as indicated in the "Term and Payment Information" section of the Agreement or any applicable Schedule ("fair market value" purchase amounts will be determined by us). 2. Renew the Agreement and/or applicable Schedule per paragraph 1 (on Agreement). 3. Return Equipment as provided in Paragraph 5 (on Agreement).

## Lease Acceptance

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

Konica Minolta Business Solutions U.S.A., Inc.,

d/b/a Konica Minolta Premier Finance

**Customer**

City of Belvidere

Signature:



Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature:



Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



KONICA MINOLTA

## NON-APPROPRIATION ADDENDUM

ADDENDUM TO Agreement No. 2022063 between **Konica Minolta Premier Finance**, (Lessor)

And City of Belvidere, (Customer)  
(Full Legal Name of Customer)

Dated: \_\_\_\_\_

### FOR STATE AND LOCAL GOVERNMENT ENTITIES ONLY

**A. CUSTOMER COVENANTS:** You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its periodic payments as set out in the Agreement; (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will to be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

**B. SIGNATURES:** Signer warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signer for you further warrants its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

**C. NON APPROPRIATION:** In the event you wish to cancel the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of you;

3. You have exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Lessor, at your expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Lessor in its sole discretion may desire, without any duty to account to you.

Approved and agreed to as an Addendum to and part of the Agreement and any Supplements or Schedules to the Master Agreement,  
this \_\_\_\_\_ day of \_\_\_\_\_.

### LESSOR ACCEPTANCE

|                                       |                 |
|---------------------------------------|-----------------|
| <b>Konica Minolta Premier Finance</b> |                 |
| DATED LESSOR                          | SIGNATURE TITLE |

### CUSTOMER ACCEPTANCE

|                                   |                 |
|-----------------------------------|-----------------|
| City of Belvidere                 | X               |
| DATED FULL LEGAL NAME OF CUSTOMER | SIGNATURE TITLE |

FEDERAL TAX I.D.#

PRINT NAME

24884 - 08/30/2011

## Order Agreement

This Order Agreement is written in "Plain English". The words **you** and **your** refer to the Customer, the words **we**, **us** and **our** refer to **Konica Minolta Business Solutions U.S.A., Inc.**, including its subsidiaries and agents.

### Customer Information

#### City of Belvidere

401 Whitney Blvd  
Ste 100  
Belvidere, IL 61008-3693

### Product: Device & Software

Installation Location - 1: City Of Belvidere City Clerk Office, 401 Whitney Blvd, Belvidere, IL 61008-3693

Delivery Contact: Sarah Turnipseed , (815) 544-2612

| Product Description | Quantity | Product Configuration                | Item Number |
|---------------------|----------|--------------------------------------|-------------|
| Bizhub C451i        |          |                                      | C451i       |
|                     | 1        | C451i Copier/printer With Df-713     | ADXG011     |
|                     | 1        | Tn626k Black Toner Yield: 28k        | ACV1130     |
|                     | 1        | Tn626y Yellow Toner Yield: 28k       | ACV1230     |
|                     | 1        | Tn626m Magenta Toner Yield: 28k      | ACV1330     |
|                     | 1        | Tn626c Cyan Toner Yield: 28k         | ACV1430     |
|                     | 1        | Mfp Delivery Charge - Level Two      | 7670525507  |
|                     | 1        | Basic Network Service - Bns04        | 7640018094  |
|                     | 1        | Pc-116 Cabinet                       | AAV5WY7     |
|                     | 1        | Fs-542 Inner Finisher                | ADDCWY1     |
|                     | 1        | Fk-514 Fax Kit 1st & 2nd Line        | A883012     |
|                     | 1        | Pwrfilter W Line Monitoring 120v/15a | W150015120  |
| Bizhub C451i        |          |                                      | C451i       |
|                     | 1        | C451i Copier/printer With Df-713     | ADXG011     |
|                     | 1        | Tn626k Black Toner Yield: 28k        | ACV1130     |
|                     | 1        | Tn626y Yellow Toner Yield: 28k       | ACV1230     |
|                     | 1        | Tn626m Magenta Toner Yield: 28k      | ACV1330     |
|                     | 1        | Tn626c Cyan Toner Yield: 28k         | ACV1430     |
|                     | 1        | Mfp Delivery Charge - Level Two      | 7670525507  |
|                     | 1        | Basic Network Service - Bns04        | 7640018094  |
|                     | 1        | Pc-416 Cabinet                       | AAV5019     |
|                     | 1        | Fs-542 Inner Finisher                | ADDCWY1     |
|                     | 1        | Fk-514 Fax Kit 1st & 2nd Line        | A883012     |
|                     | 1        | Pwrfilter W Line Monitoring 120v/15a | W150015120  |
|                     | 1        | Lu-207 Large Capacity Unit           | A9EFW12     |
| Bizhub C451i        |          |                                      | C451i       |
|                     | 1        | C451i Copier/printer With Df-713     | ADXG011     |

| Product Description | Quantity | Product Configuration                | Item Number |
|---------------------|----------|--------------------------------------|-------------|
|                     | 1        | Tn626k Black Toner Yield: 28k        | ACV1130     |
|                     | 1        | Tn626y Yellow Toner Yield: 28k       | ACV1230     |
|                     | 1        | Tn626m Magenta Toner Yield: 28k      | ACV1330     |
|                     | 1        | Tn626c Cyan Toner Yield: 28k         | ACV1430     |
|                     | 1        | Mfp Delivery Charge - Level Two      | 7670525507  |
|                     | 1        | Basic Network Service - Bns04        | 7640018094  |
|                     | 1        | Pc-116 Cabinet                       | AAV5WY7     |
|                     | 1        | Fs-542 Inner Finisher                | ADDCWY1     |
|                     | 1        | Fk-514 Fax Kit 1st & 2nd Line        | A883012     |
|                     | 1        | Pwrfilter W Line Monitoring 120v/15a | W150015120  |

Installation Location - 2: Belvidere, City Of, 210 Whitney Blvd, Belvidere, IL 61008-3690

Device Location(s): WaterDepartment

Delivery Contact: Sarah Turnipseed , (815) 544-2612

| Product Description | Quantity | Product Configuration                  | Item Number |
|---------------------|----------|--|-------------|
| Bizhub C251i        |          |  | C251i       |
|                     | 1        | C251i Color Copier/printer With Df-714 | ADXM013     |
|                     | 1        | Tn-328y Yellow Toner                   | AAV8230     |
|                     | 1        | Tn-328m Magenta Toner                  | AAV8330     |
|                     | 1        | Tn-328c Cyan Toner                     | AAV8430     |
|                     | 1        | Tn-328k Black Toner                    | AAV8130     |
|                     | 1        | Mfp Delivery Charge - Level One        | 7670525506  |
|                     | 1        | Basic Network Service - Bns04          | 7640018094  |
|                     | 1        | Dk-516 Copy Desk                       | 135700      |
|                     | 1        | Fk-514 Fax Kit 1st & 2nd Line          | A883012     |
|                     | 1        | Pwrfilter W Line Monitoring 120v/15a   | W150015120  |

Installation Location - 3: City Of Belvidere, 515 W Locust St, Belvidere, IL 61008-3626

Device Location(s): StreetDepartment

Delivery Contact: Sarah Turnipseed , (815) 544-2612

| Product Description | Quantity | Product Configuration                  | Item Number |
|---------------------|----------|--|-------------|
| Bizhub C251i        |          |  | C251i       |
|                     | 1        | C251i Color Copier/printer With Df-714 | ADXM013     |
|                     | 1        | Tn-328y Yellow Toner                   | AAV8230     |
|                     | 1        | Tn-328m Magenta Toner                  | AAV8330     |
|                     | 1        | Tn-328c Cyan Toner                     | AAV8430     |
|                     | 1        | Tn-328k Black Toner                    | AAV8130     |
|                     | 1        | Mfp Delivery Charge - Level One        | 7670525506  |
|                     | 1        | Basic Network Service - Bns04          | 7640018094  |
|                     | 1        | Dk-516 Copy Desk                       | 135700      |
|                     | 1        | Fk-514 Fax Kit 1st & 2nd Line          | A883012     |
|                     | 1        | Pwrfilter W Line Monitoring 120v/15a   | W150015120  |

Installation Location - 4: City Of Belvidere, 615 N Main St, Belvidere, IL 61008-2650

Device Location(s): Police

Delivery Contact: Sarah Turnipseed , (815) 544-2612

| Product Description | Quantity | Product Configuration                | Item Number |
|---------------------|----------|--------------------------------------|-------------|
| Bizhub 301i         |          |                                      | BH301i      |
|                     | 1        | Bh 301i Copier/printer With Df-714   | ADXW013     |
|                     | 1        | Tn330 Black Toner                    | AC7A030     |
|                     | 1        | Basic Network Service - Bns03        | 7640018093  |
|                     | 1        | Mfp Delivery Charge - Level One      | 7670525506  |
|                     | 1        | Dk-516 Copy Desk                     | 135700      |
|                     | 1        | Fk-514 Fax Kit 1st & 2nd Line        | A883012     |
|                     | 1        | Pwrfilter W Line Monitoring 120v/15a | W150015120  |

Installation Location - 5: City Of Belvidere, 123 S State St, Belvidere, IL 61008-3628

Device Location(s): Station1

Delivery Contact: Sarah Turnipseed , (815) 544-2612

| Product Description | Quantity | Product Configuration                  | Item Number |
|---------------------|----------|--|-------------|
| Bizhub C251i        |          |  | C251i       |
|                     | 1        | C251i Color Copier/printer With Df-714 | ADXM013     |
|                     | 1        | Tn-328y Yellow Toner                   | AAV8230     |
|                     | 1        | Tn-328m Magenta Toner                  | AAV8330     |
|                     | 1        | Tn-328c Cyan Toner                     | AAV8430     |
|                     | 1        | Tn-328k Black Toner                    | AAV8130     |
|                     | 1        | Mfp Delivery Charge - Level One        | 7670525506  |
|                     | 1        | Basic Network Service - Bns04          | 7640018094  |
|                     | 1        | Dk-516 Copy Desk                       | 135700      |
|                     | 1        | Fk-514 Fax Kit 1st & 2nd Line          | A883012     |
|                     | 1        | Pwrfilter W Line Monitoring 120v/15a   | W150015120  |

Installation Location - 6: City Of Belvidere, 353 E 6th St, Belvidere, IL 61008-5307

Device Location(s): Station2

Delivery Contact: Sarah Turnipseed , (815) 544-2612

| Product Description | Quantity | Product Configuration                | Item Number |
|---------------------|----------|--------------------------------------|-------------|
| Bizhub 4051i        |          |                                      | BH4051i     |
|                     | 1        | Bizhub 4051i                         | ACT9017     |
|                     | 1        | Mfp Delivery Charge - Level One      | 7670525506  |
|                     | 1        | Basic Network Service - Bns02        | 7640018092  |
|                     | 1        | Fk-517 Fax Kit                       | AA1K011     |
|                     | 1        | Pwrfilter W Line Monitoring 120v/15a | W150015120  |



Installation Location - 7: City Of Belvidere, 2001 Newburg Rd, Belvidere, IL 61008-8608

Device Location(s): WasteWaterTreatme

Delivery Contact: Sarah Turnipseed , (815) 544-2612

| Product Description | Quantity | Product Configuration                  | Item Number |
|---------------------|----------|--|-------------|
| Bizhub C251i        |          |  | C251i       |
|                     | 1        | C251i Color Copier/printer With Df-714 | ADXM013     |
|                     | 1        | Tn-328y Yellow Toner                   | AAV8230     |
|                     | 1        | Tn-328m Magenta Toner                  | AAV8330     |
|                     | 1        | Tn-328c Cyan Toner                     | AAV8430     |
|                     | 1        | Tn-328k Black Toner                    | AAV8130     |
|                     | 1        | Mfp Delivery Charge - Level One        | 7670525506  |
|                     | 1        | Basic Network Service - Bns04          | 7640018094  |
|                     | 1        | Dk-516 Copy Desk                       | 135700      |
|                     | 1        | Fk-514 Fax Kit 1st & 2nd Line          | A883012     |
|                     | 1        | Pwrfilter W Line Monitoring 120v/15a   | W150015120  |

## Maintenance Services

Maintenance Plan: Base Plus - Fleet Aggregate

Term: 60 Months

Entitlements: Toner , Staples, No In Term Annual Escalation, Parts/Labor

| Pool Group ID | Bill Plan Type | Pages Included | Overage Charge | Overage Frequency |
|---------------|----------------|----------------|----------------|-------------------|
| 1             | Mono           | 10,600         | \$ 0.00320     | Monthly           |
| 1             | Color          | 2,265          | \$ 0.03200     | Monthly           |

### Pool Group 1 - Device Schedule

Installation Location -1: City Of Belvidere City Clerk Office, 401 Whitney Blvd, Belvidere, IL 61008-3693

| Qty | Device       | Meter Type |
|-----|--------------|------------|
| 1   | Bizhub C451i | Mono/Color |

Maintenance Plan: Base Plus - Fleet Aggregate

Term: 60 Months

Entitlements: Toner , Staples, No In Term Annual Escalation, Parts/Labor

| Pool Group ID | Bill Plan Type | Pages Included | Overage Charge | Overage Frequency |
|---------------|----------------|----------------|----------------|-------------------|
| 2             | Mono           | 3,674          | \$ 0.00320     | Monthly           |
| 2             | Color          | 7,004          | \$ 0.03200     | Monthly           |

### Pool Group 2 - Device Schedule

Installation Location -1: City Of Belvidere City Clerk Office, 401 Whitney Blvd, Belvidere, IL 61008-3693

| Qty | Device       | Meter Type |
|-----|--------------|------------|
| 1   | Bizhub C451i | Mono/Color |

Maintenance Plan: Base Plus - Fleet Aggregate

Term: 60 Months

Entitlements: Toner , Staples, No In Term Annual Escalation, Parts/Labor

| Pool Group ID | Bill Plan Type | Pages Included | Overage Charge | Overage Frequency |
|---------------|----------------|----------------|----------------|-------------------|
| 8             | Mono           | 2,223          | \$ 0.00320     | Monthly           |
| 8             | Color          | 3,141          | \$ 0.03200     | Monthly           |

**Pool Group 8 - Device Schedule**

Installation Location -1: City Of Belvidere City Clerk Office, 401 Whitney Blvd, Belvidere, IL 61008-3693

| Qty | Device       | Meter Type |
|-----|--------------|------------|
| 1   | Bizhub C451i | Mono/Color |

Maintenance Plan: Base Plus - Fleet Aggregate

Term: 60 Months

Entitlements: Toner , Staples, No In Term Annual Escalation, Parts/Labor

| Pool Group ID | Bill Plan Type | Pages Included | Overage Charge | Overage Frequency |
|---------------|----------------|----------------|----------------|-------------------|
| 4             | Mono           | 241            | \$ 0.00320     | Monthly           |
| 4             | Color          | 358            | \$ 0.03200     | Monthly           |

**Pool Group 4 - Device Schedule**

Installation Location -2: Belvidere, City Of, 210 Whitney Blvd, Belvidere, IL 61008-3690

| Qty | Device       | Meter Type |
|-----|--------------|------------|
| 1   | Bizhub C251i | Mono/Color |

Maintenance Plan: Base Plus - Fleet Aggregate

Term: 60 Months

Entitlements: Toner , Staples, No In Term Annual Escalation, Parts/Labor

| Pool Group ID | Bill Plan Type | Pages Included | Overage Charge | Overage Frequency |
|---------------|----------------|----------------|----------------|-------------------|
| 3             | Mono           | 437            | \$ 0.00320     | Monthly           |
| 3             | Color          | 555            | \$ 0.03200     | Monthly           |

**Pool Group 3 - Device Schedule**

Installation Location -3: City Of Belvidere, 515 W Locust St, Belvidere, IL 61008-3626

| Qty | Device       | Meter Type |
|-----|--------------|------------|
| 1   | Bizhub C251i | Mono/Color |

Maintenance Plan: Base Plus - Fleet Aggregate

Term: 60 Months

Entitlements: Toner , Staples, No In Term Annual Escalation, Parts/Labor

| Pool Group ID | Bill Plan Type | Pages Included | Overage Charge | Overage Frequency |
|---------------|----------------|----------------|----------------|-------------------|
| 6             | Mono           | 2,247          | \$ 0.00320     | Monthly           |

**Pool Group 6 - Device Schedule**

Installation Location -4: City Of Belvidere, 615 N Main St, Belvidere, IL 61008-2650

| Qty | Device      | Meter Type |
|-----|-------------|------------|
| 1   | Bizhub 301i | Mono       |

Maintenance Plan: Base Plus - Fleet Aggregate

Term: 60 Months

Entitlements: Toner , Staples, No In Term Annual Escalation, Parts/Labor

| Pool Group ID | Bill Plan Type | Pages Included | Overage Charge | Overage Frequency |
|---------------|----------------|----------------|----------------|-------------------|
| 7             | Mono           | 583            | \$ 0.00320     | Monthly           |
| 7             | Color          | 657            | \$ 0.03200     | Monthly           |

#### Pool Group 7 - Device Schedule

Installation Location -5: City Of Belvidere, 123 S State St, Belvidere, IL 61008-3628

| Qty | Device       | Meter Type |
|-----|--------------|------------|
| 1   | Bizhub C251i | Mono/Color |

Maintenance Plan: Base Plus - Fleet Aggregate

Term: 60 Months

Entitlements: Toner , Staples, No In Term Annual Escalation, Parts/Labor

| Pool Group ID | Bill Plan Type | Pages Included | Overage Charge | Overage Frequency |
|---------------|----------------|----------------|----------------|-------------------|
| 9             | Mono           | 289            | \$ 0.00320     | Monthly           |

#### Pool Group 9 - Device Schedule

Installation Location -6: City Of Belvidere, 353 E 6th St, Belvidere, IL 61008-5307

| Qty | Device       | Meter Type |
|-----|--------------|------------|
| 1   | Bizhub 4051i | Mono       |

Maintenance Plan: Base Plus - Fleet Aggregate

Term: 60 Months

Entitlements: Toner , Staples, No In Term Annual Escalation, Parts/Labor

| Pool Group ID | Bill Plan Type | Pages Included | Overage Charge | Overage Frequency |
|---------------|----------------|----------------|----------------|-------------------|
| 5             | Mono           | 170            | \$ 0.00320     | Monthly           |
| 5             | Color          | 285            | \$ 0.03200     | Monthly           |

#### Pool Group 5 - Device Schedule

Installation Location -7: City Of Belvidere, 2001 Newburg Rd, Belvidere, IL 61008-8608

| Qty | Device       | Meter Type |
|-----|--------------|------------|
| 1   | Bizhub C251i | Mono/Color |

## Customer Options & Verification

To ensure an excellent customer experience, please take a moment to update your available invoicing options and to verify the invoice mailing and accounts payable address/contact information we have on file. If changes are required to your Invoice Mailing or Accounts Payable addresses (including contact information), please contact your Sales Representative for assistance.

### Tax Exemption Status:

- ☐ Non-Exempt
- ☐ Exempt – Tax Exemption Certificate available to submit with this order package
- ☐ Exempt – Tax Exemption Certificate not available, will provide later  
Until we receive a tax exemption certificate or other valid proof of tax exempt status, we will charge you all applicable federal, state, and local taxes.

### Purchase Order:

- ☐ Not Required
- ☐ Required – Purchase Order available to submit with this order package
- ☐ Required – Purchase Order not available, will provide later

### Invoice Format:

- ☐ Summary/Consolidated Invoices (This is our default option if no other selection is preferred)
- ☐ Individual Invoices
- ☐ Spreadsheet (Excel file with generic column layout which may be self-aligned to meet individual invoicing requirements)

Recipient Email Address:

☐ Electronic Portal (EDI) – Please provide Portal Information to facilitate setup:

Portal Name:

Portal ID:

Portal Contact:

Phone/Email

☐ Invoices by Email (Future Service) – Provide the email address where invoices are to be sent and as soon as the service is available, we will switch your account from US Mail to Email delivery.

Recipient Email Address:

**Customer Invoice Codes:** (e.g., GL Code/Cost Code)

- Invoice 1: Not Required
- Invoice 2: Requested, Detail List available to attach to this order agreement  
(We can accommodate 4 codes per device.)
- Invoice 3: Requested, Detail List not available to attach, will provide later

**Invoice Mailing Address:**

**City Of Belvidere**  
401 Whitney Blvd  
Ste 100  
Belvidere, IL, 61008-3693

**Accounts Payable Address:**

**City Of Belvidere**  
401 Whitney Blvd  
Ste 100  
Belvidere, IL, 61008-3693

**Accounts Payable Contact:**

Sarah Turnipseed  
Phone: (815) 544-2612  
Email: sturnipseed@belvidereil.gov

**MyKMBS.com Customer Portal**

MyKMBS is a complete and comprehensive service management tool allowing our clients to manage their Konica Minolta accounts - right from their desktop or smartphone. MyKMBS offers 24/7 access to Konica Minolta support and product resources - all in one place.

Please provide a primary contact for MyKMBS.com registration:

Account ID: 5123986

Name:

Email:

## Order Summary & Acceptance

Transaction Type: **Lease**

Your signature below constitutes your acceptance of this Order Agreement (ID:**80175983** with date/time stamp: **09/25/2025 02:30:15 PM**) as governed by the terms and conditions of the Master Agreement between Us and **SOURCEWELL 112124-KON**, dated **01/09/2025**. **Your contract number: 112124-KON**. If any terms and conditions contained in this Order Agreement conflict with any terms and conditions contained in the Master Agreement, the order of precedence is: (a) the transaction terms (i.e., products to be purchased, quantity ordered, delivery date, unit price, billing address, and delivery location) of the relevant Order Agreement; (b) the Master Agreement; and (c) the remaining non-conflicting terms of the relevant Order Agreement. Any additional, contrary or different terms contained in any confirmation, invoices or other communications, and any other attempt to modify, supersede, supplement or otherwise alter this Order Agreement or the Master Agreement, are deemed rejected by the parties and will not modify this Order Agreement or the Master Agreement or be binding on the parties unless such terms have been fully approved in a signed writing by an officer of Konica Minolta and your authorized representative.

Please see and sign the separate Lease/Financing Agreement for terms and conditions governing the financing associated with this Order Agreement.

This Order Agreement is not binding upon us until signed by a Konica Minolta manager, director, vice president or executive officer.

**Konica Minolta Business Solutions U.S.A., Inc.**

**Customer**

**City of Belvidere**

Signature:



Name:

---

Title:

---

Date Signed:

---

Signature:



Name:

---

Title:

---

Date Signed:

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