



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

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

AGENDA

March 11, 2019

6:00 p.m.

City Council Chambers, 401 Whitney Blvd. Belvidere, Illinois

Call to Order: Mayor Chamberlain:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business:
  - (A) Appointment of Kip Countryman as Director of Buildings.
  - (B) Res. #2090-2019: A Resolution Directing the Planning Department to Publish the Zoning Map of the City of Belvidere.

3. Public Works, Unfinished Business: None.

4. Public Works, New Business:

- (A) WWTP Lab Equipment Upgrade.
- (B) Water Model Update – Southeast Side.
- (C) Purchase of Hook Lift System for Street Department Truck #79.
- (D) Farmington Ponds 2019 Maintenance Agreement.
- (E) 2019 Sidewalk Program Bid Tabulation.
- (F) 2019 Tree Program Bid Tabulation.
- (G) 2019 Mowing Bid Tabulation.
- (H) 2019 Landscape Maintenance Bid Tabulation.

5. Other:

- (A) Resolution Authorizing the Execution of a Real Estate Purchase Agreement between the City of Belvidere and Belvidere Bank and Trust as Trustee of Trust No. 1236 and Gerald Rowe.
- (B) A Resolution Re-Authorizing the Execution of an Intergovernmental Agreement for the Creation of the Northern Illinois Land Bank Authority Which was Previously Approved by Resolution #2085-2018.
- (C) A Resolution Appointing John Wolf as a Trustee to the Northern Illinois Land Bank Authority.
- (D) FY20 Budget and Discussion.

6. Adjournment:

# Memo

**To:** City Council and Clerk  
**From:** Mike Chamberlain  
**CC:**  
**Date:** 03/04/2019  
**Re:** Retirement of Building Director Lesa Morelock

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Attached is a notice of retirement from Building Director Lesa Morelock. Mrs. Morelock is retiring after seventeen (17) years of service with the City of Belvidere. We greatly appreciate her dedicated service to the City over that time and wish her well in her retirement.

Mrs. Morelock's retirement creates a vacancy in the office of Director of Buildings. I hereby tender Mr. Kip Countryman as my appointment for your advice and consent to fill that position. Mr. Countryman offers over 25 years of experience in the construction field and over 13 years of experience in residential and commercial inspection and plan review for municipal governments. Mr. Countryman previously served the City of Belvidere as a building inspector before taking an appointment with the Village of Rochelle as the Building Planning and Zoning Coordinator (the functional equivalent of our Director of Buildings). He is a longtime resident of Belvidere and Boone County and maintains his current residence within the City.

His starting salary would be the same as the incumbent, \$71,793. It should be noted, that Mr. Countryman would experience a pay cut to accept this incumbent as he is paid somewhat more by the Village of Rochelle. However, he is excited to renew ties with and serve his home town. I am attaching his resume for your review.

As indicated in Mrs. Morelock's retirement notice, she will take the month of April as vacation time. Currently, she is the only building inspector / plan reviewer working for the City as the other Department inspector resigned recently. As such, we ask that Mr. Countryman be hired effective April 1, 2019 as a building inspector, with the title of Director of Buildings to become effective May 1, 2019.

**Requested Motion:** Motion to consent to and approve the appointment of Mr. Kip Countryman as the Director of Buildings for the City of Belvidere as outlined in the Mayor's memo of March 4, 2019.

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

Date: February 28, 2019

To: Mayor Mike Chamberlain

From: Lesa Morelock, Belvidere Chief Building Inspector

Dear Mayor Chamberlain;

I am announcing my retirement from the City of Belvidere effective May 1, 2019. I will be actively at City Hall through the 29<sup>th</sup> of March, 2019. During the month of April, I will be using 4 weeks of accumulated vacation, and 2 paid holidays. May 1<sup>st</sup>, 2019 will be my first official day of retirement from the City of Belvidere. I would like to thank you for the opportunity to serve the citizens of Belvidere as the Chief Building Inspector. It has been a very rewarding career.

Sincerely,

A handwritten signature in black ink, appearing to read "Les Morelock". The signature is written in a cursive style with a large initial "L".

Les Morelock

Belvidere Chief Building Inspector

# Kip Countryman

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## Summary

Over 25 years experience as a skilled trade in the construction field along with 13 years experience in residential and commercial inspection and plan review in Municipal Government. My experience ranges from being responsible for all phases of residential, commercial and industrial development from conceptual plans through final inspection. Overseeing development, comprehensive plans, numerous grants, enterprise zones, budgets and staff. Increased negotiating skills and management of a variety of tasks in Municipal Government as a result of these experiences.

## Experience

2008 to Current: City of Rochelle

Building Planning and Zoning Coordinator City of Rochelle

Responsible for overseeing plan review from concept plan to final plat, working with the community development director with staff reports for the planning and zoning board, inspections in residential and commercial development, conducting inspections and enforcing property maintenance, zoning violations, zoning interpretations, building conformity and final approval, implementing zoning and municipal planning.

### General Duties:

- Reviews construction plans, preliminary and final plats of subdivision and review of annexation agreements.
- Implements and administers applicable city regulations, building construction, repair work to assure compliance with building, plumbing, electrical, mechanical, housing, and other uniform and nuisance related codes
- Serves as staff liaison for the Planning and Zoning Commission. Presents oral and written reports to the Planning and Zoning Commission and Zoning board of Appeals, reviews related petitions.
- Addresses issues and answers questions concerning the development review process including subdivision plats, zoning amendments, comprehensive plan updates and other Community Development matters.
- Issues building, mechanical, excavation, plumbing, electrical and similar permits.
- Ensures that plans and specifications submitted for buildings, landscaping, and storm water drainage comply with codes.
- Inspects city projects for compliance with building codes, visually inspects onsite progress of work for compliance to plans and

- applicable codes and ordinances.
- Enforces a uniform building, electrical, plumbing and mechanical codes.
- Responsible for new or current development by working with developers, general contractors, architects and staff to keep current or proposed projects moving forward.
- Conducts investigations, sends notices, files complaints on substandard or dangerous structures or properties and appears as a witness in Court on nuisance complaints.
- Performs other duties, including project and attendance at evening meetings in regards to City Council, Planning, Zoning, Inspection and Tourism.
- Responsible for Brownsfield grant.
- Provides input on Community Development Budget and CIP funds.
- Assist City Engineer on City projects with inspections, bid packets, and plan review, which includes, but not limited to preparing and presenting detailed reports on development proposals to governing bodies.
- Develops planning studies and reports in support of new and updated plans, programs and regulations.
- Collects a variety of statistical data and prepares reports and maps on topics such as census, land use, tax base data and occupancy rates.
- Evaluates or assists in the evaluation of re zoning, ordinance amendments, site plans, special use permits, variances and other proposals.
- Over sees work of consultants and interns.
- Conducts field evaluations and assessments.
- 

2005 to 2008:                      City of Belvidere                      Belvidere, IL.  
Belvidere Il.

Building Inspector City of Belvidere.

Responsible for plan review residential and commercial inspections, implementing zoning and building review and municipal planning.

2000–2005                      Countryman Construction                      Belvidere, IL

**Owner/Self-employed**

- Contractor for new home construction, remodeling, general construction, roofing, siding, and service work.
- Handle all aspects of employment and accounting requirements of a small business
- Computer Experience: Word, Excel, and Quick Books

2001–2002                      Hallmark Homes                      Rockford, IL

**Project Manager**

- Responsible for subdivisions in Belvidere, Loves Park, Rockford and Roscoe (Winnebago & Boone counties).

1997–2000                      R & H Construction                      Poplar Grove, IL

**Superintendent of Construction**

- Project Manager for development of Phase II
- Increased production average 75 percent.
- Involved with development of two 16 unit apartment complexes
- Conducted final walk-thru with homeowner as well as one-year follow up

1994–1997                      Byers Lundberg Construction                      Belvidere, IL

**Carpenter**

- Custom Home Builders; small corporation of 4 employees
- Responsibilities included setting houses, elaborate framing and finish carpentry work. Included siding and concrete work.
- Three years experience of completing custom design homes start to finish

**Education:**

**Associates degree in Business management**

**Certified Commercial Building Inspector and Plan review.**

**Certified Mechanical Inspector**

**Certified Electrical inspector**

**Member of the American Planning Association**

**Board member for the International Association of Electrical Inspectors  
Northern Illinois region**

**References:**

**Michelle Pease Community Development Director City Of Rochelle  
815-561-2073**

**Sam Tesreau City Engineer City of Rochelle 815-561-2023**

**Steve Girard Winnebago County Building Official 815-319-4351**

**RESOLUTION #2090-2019:**

**A RESOLUTION DIRECTING THE PLANNING DEPARTMENT  
TO PUBLISH THE ZONING MAP OF THE CITY OF BELVIDERE**

WHEREAS, Illinois statute requires municipalities to publish a zoning map annually; and

WHEREAS, the City of Belvidere has compiled and attached hereto as Exhibit A, a zoning map (dated February 2019 and current with all approved map amendments and annexation) depicting zoning districts as required by state statute, and

WHEREAS, the Official Zoning Map is on file and available for public inspection and purchase at the Belvidere Community Development Department at 401 Whitney Boulevard, Belvidere.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Belvidere that the Planning Department is directed to publish the Official Zoning Map by posting a copy of the map on the office of the Planning Department's web site. The Planning Department is further authorized to make the Official Zoning Map available for purchase.

Approved:

\_\_\_\_\_ Mayor

Attest:

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

Ayes:

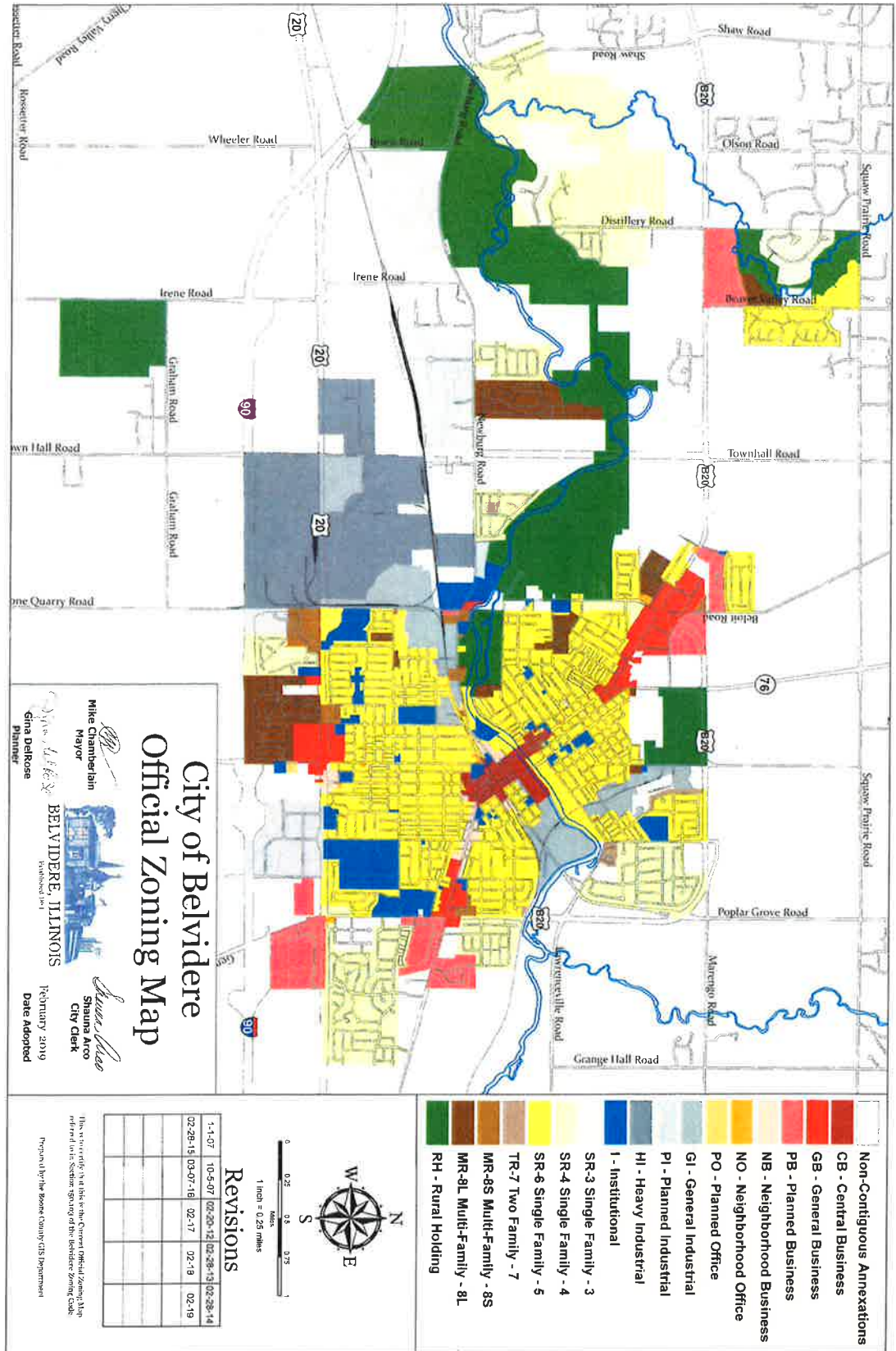
Nays:

Absent:

Approved:



**EXHIBIT A**



**BELVIDERE PUBLIC WORKS**

401 Whitney Boulevard

Belvidere, IL 61008

Phone 815-544-9256

Fax: 815-544-4255

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** March 5, 2019  
**Re:** WWTP Lab Equipment Upgrade – Fecal Coliform Tester

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Our existing fecal coliform testing procedure and equipment is outdated and needs to be replaced. The IDEXX Quanti-Tray system has been the EPA accepted standard for nearly twelve years. This system is much more accurate than our current method as well as more efficient. It takes about one hour per day to perform our fecal coliform tests. The new method will take approximately ten minutes.

Attached is a proposal from IDEXX Laboratories for the new fecal coliform testing equipment.

I would recommend approval of the purchase of fecal coliform testing equipment from IDEXX Laboratories in the amount of \$6,880.01 (includes four year extended warranty). This equipment will be paid for from line item #61-5-820-6812.



# QUOTE

Number / Date  
20199270 / 02/14/2019

**Ship to Address**

City of Belvidere WWTP  
2001 Newburg Road  
BELVIDERE IL 61008  
UNITED STATES  
UNITED STATES

**Sold to Address**

City of Belvidere WWTP  
2001 Newburg Road  
BELVIDERE IL 61008  
UNITED STATES  
UNITED STATES

Bill-to Customer 356430

Net weight : 27.482

Quote valid for 60 days.

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity Backorder item	UnitPrice	Total Value
98-0002570-00 8422309187/US	SEALER PLUS, WQTSPLUS		1	4,431.00	4,431.00
99-19152	COLILERT-18/QTRAY2K COMBO 20PK		1		
98-08876-00	WP020I-18 GAMMA IRRAD COLILERT-18 20PACK		1		
3822005090/US					
98-14854-00	WQT2K-20 QUANTI-TRAY 2000 DISP. 20/BOX		1		
3926909910/US					
98-09220-00	WV120SBST-20,VESSELS W/ST AND SB, 20PK		1		
3926909910/US					
98-09227-00	WQT2KC, PRE-DISP.QT 2000 COMPARATOR		1		
3822005090/US					
98-29001-00	UN3373-WQC FECAL COLIFORM		1		
3822005090/US					
95-29043-00	WPT-WW MICRO		1		
98-05894-00	WBATH-100, WATER BATH		1	1,699.01	1,699.01
8421990080/MY					
95-21376-00	IDEXX SEALER CARE		1	750.00	750.00

All local taxes at customer charge

**BELVIDERE PUBLIC WORKS**

401 Whitney Boulevard

Belvidere, IL 61008

Phone 815-544-9256

Fax: 815-544-4255

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** March 5, 2019  
**Re:** Water Model Update – Southeast side

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Our existing water model does not extend past the current developments on the east side of our city. In order to facilitate the orderly expansion of our water system in this area, the model needs to be updated to provide the framework of main extensions and sizing, well supply and water storage needs based on our existing land use plans.

Attached is a proposal from Strand Associates to update the water model of this area.

I would recommend approval of the proposal from Strand Associates, at a cost not-to-exceed \$9,100.00 for the southeast side water model update. This work will be paid for from line item #61-5-810-6040.



Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

February 11, 2019

Mr. Brent Anderson  
City of Belvidere  
401 Whitney Boulevard  
Belvidere, IL 61008

Re: Southeast Area Water System Modeling

Dear Brent,

Thank you for your time last week and the discussion of development on the southeast side of the city of Belvidere. This letter proposal includes a scope of services describing our approach to evaluating the areas of potential development focusing on the necessary water system improvements.

### Scope of Services

The following tasks will be provided for the Southeast Area Water System Modeling.

- Review proposed Southeast service area and associated land use.
- Prepare an estimate of water demands in the areas of potential development.
- Quantify the impact of the estimated water demands on well supply and water storage needs.
- Using the proposed transportation plan for the area, lay out water main routes and preliminary sizing.
- Populate the hydraulic model with proposed water main and analyze the system based on service pressure and available fire flow.
- As needed, model a new water storage facility and new well within the area of future development.
- Recommend system improvements, including water main sizes, storage volume, and well capacity.
- Review findings with the City and submit a draft report.
- Incorporate City comments and finalize report.

### Compensation

The estimated not-to-exceed fee for these services is \$9,100.

### Project Schedule

We have availability to begin the project immediately upon execution of the engineering services agreement. We anticipate completion of the project within 2 months of a notice to proceed.

Thank you for the opportunity. We place a high value on our relationship with the City of Belvidere and look forward to assisting you with the water system modeling services.

Sincerely,

STRAND ASSOCIATES, INC.®

Michael J. Forslund, P.E.

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 3/5/2019  
**Re:** Purchase of Hook Lift System for Street Department Truck #79

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Street Department Truck #79 hit a low branch while snow plowing, damaging the leaf box. We have received \$16,200 from our insurance company to pay for the repairs. Instead of making the repairs, we would like to put the insurance money towards the purchase of hook lift system for this truck. A hook lift system will allow for interchanging multiple body styles including a dump box, chipper box, flatbed, salt spreader and roll-off container. The added versatility of this truck will increase the overall efficiency of the Public Works Department.

We have received the following proposals for this equipment:

1. Bonnell Industries, Inc 1385 Franklin Grove Road Dixon, IL 61021	Stellar Shuttle 84-10 Flex Hook Lift System - Duraclass Dump Body - Chipper Box	\$44,807.00
2. Monroe Truck Equipment 1051 W 7 <sup>th</sup> St Monroe, WI 53566	Swap Loader SL-105 Hook Lift System - Crysteel Dump Body - Chipper Box	\$45,261.00

Funding for this equipment will be as follows:

Insurance Check	\$16,200.00
Capital Funds (remaining balance of \$49,500 after purchase of end loader)	\$28,607.00

I would recommend approval of the proposal from Bonnell Industries, in the amount of \$44,807.00, to furnish and install a Stellar Shuttle 84-10 Flex hook lift system on Truck #79 (Ford F550 chassis), including Duraclass dump body and chipper box.

# Stellar® Hooklift Hoists

## ONE CHASSIS. MULTIPLE BODIES.



Stellar Industries provides the largest line of hydraulic hooklift hoists in North America. With both articulating tilt and sliding jib hooklifts, Stellar offers nearly fifty different models covering a wide range of capacities and body sizes.

### One truck. One operator. Unlimited potential.

When it comes to the Stellar® Hooklift System, simplicity of design and operation are top priorities. With a single truck, an operator can load, unload or change bodies without leaving the truck cab. This drastically increases efficiency and productivity while cutting down on operational costs and maintenance.

### Stellar Features:

- Permanently lubricated bushings used throughout
- Patented dump/load interlock system
- Efficient low flow/high pressure hydraulic system
- Full-length dump frame with front saddles to support the body during dumping
- Rugged rear body tie-downs and large over-sized rear hinge pins to ensure stability

### Customer Driven

At Stellar Industries, we take pride in our ability to listen to our customers and build products to meet their specific needs. Since 1990, we have designed and installed a large number of custom hooklifts outside our standard lineup. This level of experience and dedication to the product line has placed us firmly at the top as the industry standard.

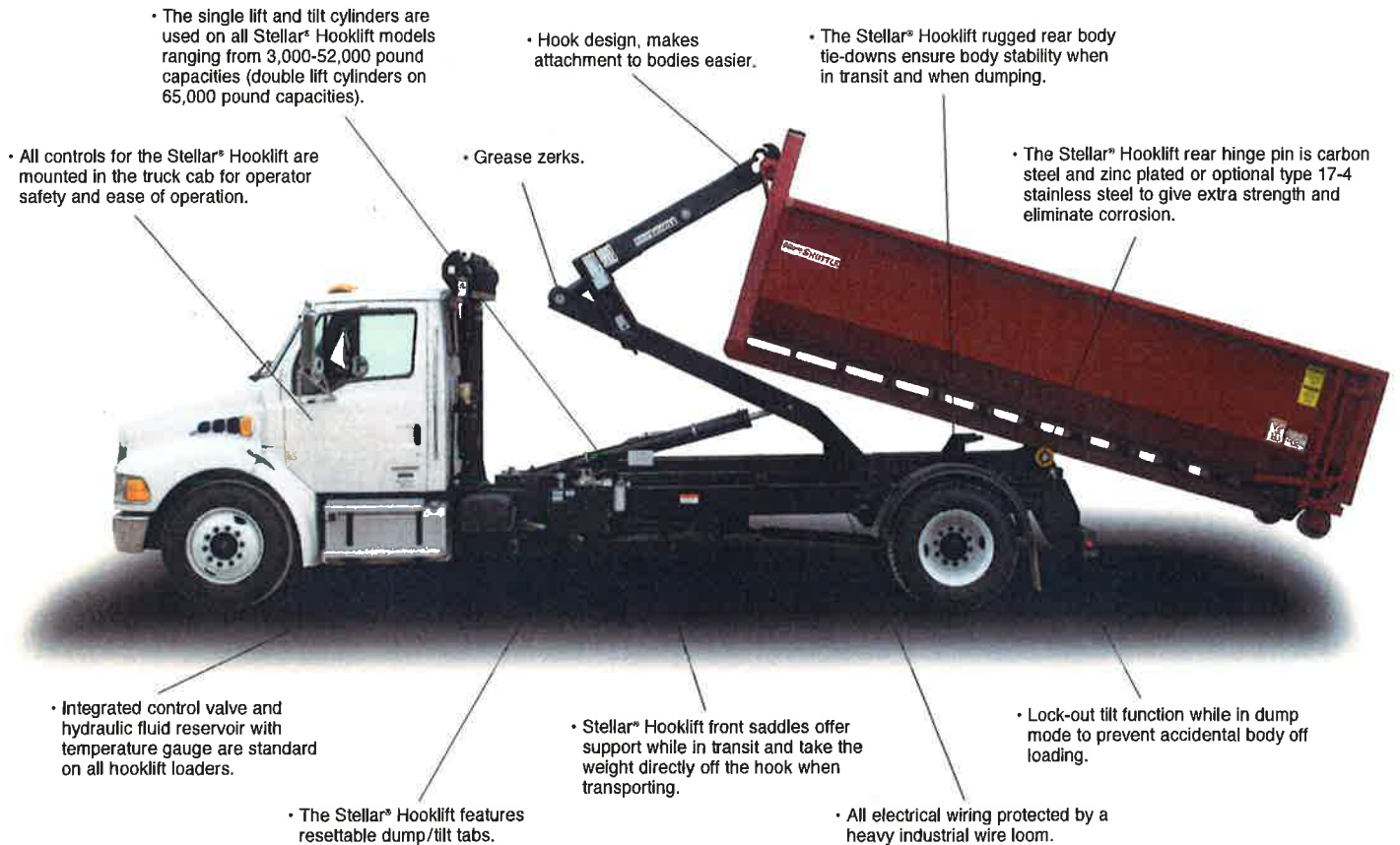
With a broad array of styles and sizes, the Stellar® Hooklift has proven its versatility in a wide variety of applications. From municipalities to roofers, lumber yards to waste disposal, the hooklift can be found in almost any application at locations around the world.



*Our People. Our Products.*

# STELLAR® Hooklift - One Chassis, Multiple Bodies.

■ From the first U.S. manufacturer of the hooklift system, here's how we set the industry standard...



## ■ 54 different uses of a Stellar® Hooklift

Vacuum Sewer Cleaner  
 Paint Striper  
 Mobile Office  
 Mosquito Sprayer Body  
 Cone Placement Body  
 Dumpster Transporter  
 Scrap Steel Container  
 Mobile Testing Laboratory  
 Confined Space Access Body  
 Street Flusher Tanker Body  
 Sewer Jetter  
 Concession Stand  
 Water Tanker Body  
 Chipper Body

Utility Service Body  
 Weed Sprayer Body  
 Auto/Truck Retrieval Flatbed  
 Water Main Relining Body  
 Stationary Compactor Container  
 Berming Machine Body  
 Snow Melting Body  
 Pipe Repair Utility Body  
 Asphalt Distributor Tanker  
 Sign/Guardrail Maintenance  
 Field Lube Body  
 Hazmat Body  
 Septic Tank Vacuum Body  
 6-8 Cu.Yd. Side-Load Packer

Underground Video Body  
 Dump Body  
 Hydraulic Wrecker  
 Cable Reel Transport Body  
 Emergency Electric Generator  
 Emergency Electric Transformer  
 Hopper Salt Spreader  
 Compost Transport  
 Portable Skating Rink Freezer  
 Drop Box For Street Sweepers  
 Waste water Sludge Body  
 Stake Body  
 Rear-loader Packer  
 Concrete/Masonry Repair

Catch Basin Cleaner  
 Mobile Concrete Mixer Body  
 Tub Shredder Body  
 Refuse Container  
 Disaster Command Center  
 Flatbed With Aerial Bucket  
 Mechanic's Field Repair Body  
 Van Body  
 Leaf Vacuum Body  
 Wastewater Skimmings Container  
 Recycle Container  
 Pothole Patcher







■ **Stellar® Hooklift Reference Chart\***

Model	Hook Height	Lift Capacity (lbs)	Effective Length (in)	Body Lengths (ft)	Cab-To-Axle/Trunnion
<b>Flex36 60-8</b>	35.63 (905 mm)	Up to 9,000 (4,082 kg)	92 (2,337 mm)	8-9 (2,438-2,743 mm)	60 C.A. (1,524 mm)
<b>Flex36 84-10</b>	35.63 (905 mm)	16,000 (7,257 kg)	115 (2,921 mm)	10-12 (3,048-3,658 mm)	84-96 C.A. (2,134-2,438 mm)
<b>Flex36 108-12</b>	35.63 (905 mm)	16,000 (7,257 kg)	142 (3,607 mm)	12-14 (3,658-4,267 mm)	108-120 C.A. (2,743-3,048 mm)
<b>Flex36 120-14</b>	35.63 (905 mm)	16,000 (7,257 kg)	151 (3,835 mm)	13-15 (3,962-4,572 mm)	120-130 C.A. (3,048-3,302 mm)
<b>108-12-20/36</b>	35.63 (905 mm)	20,000 (9,072 kg)	126 (3,200 mm)	12-13.5 (3,658-4,115 mm)	102-108 C.A. (2,591-2,743 mm)
<b>108-11-20</b>	54 (1,372 mm)	20,000 (9,072 kg)	127 (3,226 mm)	11-13.5 (3,353-4,115 mm)	102-108 C.A. (2,591-2,743 mm)
<b>120-16-20</b>	54 (1,372 mm)	20,000 (9,072 kg)	146 (3,708 mm)	12.5-15 (3,810-4,572 mm)	114-130 C.A. (2,896-3,302 mm)
<b>138-18-20</b>	54 (1,372 mm)	20,000 (9,072 kg)	171 (4,343 mm)	14.5-17 (4,420-5,182 mm)	130-144 C.A. (3,302-3,658 mm)
<b>168-20-20</b>	61.75 (1,568 mm)	20,000 (9,072 kg)	195 (4,953 mm)	16.5-19 (5,029-5,791 mm)	168-180 C.A. (4,267-4,572 mm)
<b>190-24-20</b>	61.75 (1,568 mm)	20,000 (9,072 kg)	222 (5,639 mm)	18.5-21.5 (5,639-6,553 mm)	190-200 C.A. (4,826-5,080 mm)
<b>96-10-24</b>	54 (1,372 mm)	24,000 (10,886 kg)	115 (2,921 mm)	10-12.5 (3,048-3,810 mm)	84-102 C.A. (2,134-2,591 mm)
<b>108-14-32</b>	61.75 (1,568 mm)	32,000 (14,515 kg)	144 (3,658 mm)	12-15 (3,658-4,572 mm)	102-108 C.T. (2,590-2,743 mm)
<b>138-18-32</b>	61.75 (1,568 mm)	32,000 (14,515 kg)	176 (4,470 mm)	15-17.5 (4,572-5,334 mm)	130-144 C.T. (3,302-3,658 mm)
<b>174-20-32</b>	61.75 (1,568 mm)	32,000 (14,515 kg)	206 (5,232 mm)	17.5-20 (5,334-6,096 mm)	160-174 C.T. (4,064-4,420 mm)
<b>190-24-32</b>	61.75 (1,568 mm)	32,000 (14,515 kg)	223 (5,664 mm)	19-21.5 (5,791-6,553 mm)	174-190 C.T. (4,420-4,826 mm)
<b>138-18-34</b>	54 (1,372 mm)	34,000 (15,422 kg)	176 (4,470 mm)	15-17.5 (4,572-5,334 mm)	130-144 C.T. (3,302-3,658 mm)
<b>108-14-40</b>	61.75 (1,568 mm)	40,000 (18,144 kg)	144 (3,658 mm)	12-15 (3,658-4,572 mm)	102-108 C.T. (2,591-2,743 mm)
<b>138-18-40</b>	61.75 (1,568 mm)	40,000 (18,144 kg)	176 (4,470 mm)	15-17.5 (4,572-5,334 mm)	130-144 C.T. (3,302-3,658 mm)
<b>174-20-40</b>	61.75 (1,568 mm)	40,000 (18,144 kg)	206 (5,232 mm)	17.5-20 (5,334-6,096 mm)	160-174 C.T. (4,064-4,420 mm)
<b>190-24-40</b>	61.75 (1,568 mm)	40,000 (18,144 kg)	223 (5,664 mm)	19-21.5 (5,791-6,553 mm)	174-190 C.T. (4,420-4,826 mm)
<b>138-18-52</b>	61.75 (1,568 mm)	52,000 (23,587 kg)	176 (4,470 mm)	15-17.5 (4,572-5,334 mm)	138-144 C.T. (3,505-3,658 mm)
<b>174-20-52</b>	61.75 (1,568 mm)	52,000 (23,587 kg)	206 (5,232 mm)	17.5-20 (5,334-6,096 mm)	160-174 C.T. (4,064-4,420 mm)
<b>190-24-52</b>	61.75 (1,568 mm)	52,000 (23,587 kg)	223 (5,664 mm)	19-21.5 (5,791-6,553 mm)	174-190 C.T. (4,420-4,826 mm)
<b>138-18-65</b>	61.75 (1,568 mm)	65,000 (29,484 kg)	174 (4,420 mm)	15-17.5 (4,572-5,334 mm)	138-144 C.T. (3,505-3,658 mm)
<b>174-20-65</b>	61.75 (1,568 mm)	65,000 (29,484 kg)	206 (5,232 mm)	17-20 (5,182-6,096 mm)	160-174 C.T. (4,064-4,420 mm)
<b>190-24-65</b>	61.75 (1,568 mm)	65,000 (29,484 kg)	223 (5,664 mm)	19-21.5 (5,791-6,553 mm)	174-190 C.T. (4,420-4,826 mm)

■ **Stellar® Slider (Sliding Jib)**

<b>Slider20 (Fixed)</b>	54 (1,372 mm)	20,000 (9,071 kg)	143/185 (3,632/4,699 mm)	13-18 (3,962-5,486 mm)	138-156 C.A. (3,505-3,962 mm)
<b>Slider20 (Fixed)</b>	61.75 (1,568 mm)	20,000 (9,071 kg)	143/185 (3,632/4,699 mm)	13-18 (3,962-5,486 mm)	138-156 C.A. (3,505-3,962 mm)
<b>Slider20 (Hyd.)</b>	54 or 61.75	20,000 (9,071 kg)	143/185 (3,632/4,699 mm)	13-18 (3,962-5,486 mm)	138-156 C.A. (3,505-3,962 mm)
<b>Slider20-S (Fixed)</b>	35.63 (905 mm)	20,000 (9,071 kg)	112/142 (2,845-3,607 mm)	10-14 (3,048-4,267 mm)	120 C.A. (3,048 mm)
<b>Slider20-S (Fixed)</b>	54 (1,372 mm)	20,000 (9,071 kg)	112/142 (2,845-3,607 mm)	10-14 (3,048-4,267 mm)	120 C.A. (3,048 mm)
<b>Slider20-S (Hyd.)</b>	35.63 or 54	20,000 (9,071 kg)	112/142 (2,845-3,607 mm)	10-14 (3,048-4,267 mm)	120 C.A. (3,048 mm)
<b>Slider26 (Fixed)</b>	35.63 (905 mm)	Up to 26,000 (9,071 kg)	129/171 (3,277/4,343 mm)	12-16 (3,658-4,877 mm)	130-144 C.A. (3,302-3,658 mm)
<b>Slider26 (Fixed)</b>	54 (1,372 mm)	Up to 26,000 (9,071 kg)	129/171 (3,277/4,343 mm)	12-16 (3,658-4,877 mm)	130-138 C.T. (3,302-3,505 mm)
<b>Slider26 (Fixed)</b>	61.75 (1,568 mm)	Up to 26,000 (9,071 kg)	129/171 (3,277/4,343 mm)	12-16 (3,658-4,877 mm)	130-138 C.T. (3,302-3,505 mm)
<b>Slider26 (Hyd.)</b>	35.63 or 54	Up to 26,000 (9,071 kg)	129/171 (3,277/4,343 mm)	12-16 (3,658-4,877 mm)	130-138 C.T. (3,302-3,505 mm)
<b>Slider26 (Hyd.)</b>	54 or 61.75	Up to 26,000 (9,071 kg)	129/171 (3,277/4,343 mm)	12-16 (3,658-4,877 mm)	130-138 C.T. (3,302-3,505 mm)
<b>Slider34 (Fixed)</b>	54 (1,372 mm)	28,000 (12,001 kg)	168/208 (4,267/5,283 mm)	14-20 (4,267-6,096 mm)	160-174 C.T. (4,064-4,420 mm)
<b>Slider34 (Fixed)</b>	61.75 (1,568 mm)	34,000 (15,422 kg)	168/208 (4,267/5,283 mm)	14-20 (4,267-6,096 mm)	160-174 C.T. (4,064-4,420 mm)
<b>Slider34 (Hyd.)</b>	54 or 61.75	34,000 (15,422 kg)	168/208 (4,267/5,283 mm)	14-20 (4,267-6,096 mm)	160-174 C.T. (4,064-4,420 mm)
<b>Slider40 (Fixed)</b>	54 (1,372 mm)	37,000 (16,783 kg)	132/168 (3,353/4,267 mm)	12-16 (3,658-4,877 mm)	130-144 C.T. (3,302-3,658 mm)
<b>Slider40 (Fixed)</b>	61.75 (1,568 mm)	40,000 (18,144 kg)	132/168 (3,353/4,267 mm)	12-16 (3,658-4,877 mm)	130-144 C.T. (3,302-3,658 mm)
<b>Slider40 (Hyd.)</b>	54 or 61.75	40,000 (18,144 kg)	132/168 (3,353/4,267 mm)	12-16 (3,658-4,877 mm)	130-144 C.T. (3,302-3,658 mm)
<b>Slider50 (Fixed)</b>	54 (1,372 mm)	42,000 (19,051 kg)	192/238 (4,877/6,046 mm)	16-22 (4,877-6,706 mm)	202 C.T. (5,131 mm)
<b>Slider50 (Fixed)</b>	61.75 (1,568 mm)	50,000 (22,680 kg)	192/238 (4,877/6,046 mm)	16-21.5 (4,877-6,553 mm)	202 C.T. (5,131 mm)
<b>Slider50 (Hyd.)</b>	54 or 61.75	50,000 (22,680 kg)	192/238 (4,877/6,046 mm)	16-21.5 (4,877-6,553 mm)	202 C.T. (5,131 mm)
<b>Slider65 (Fixed)</b>	54 (1,372 mm)	52,000 (23,587 kg)	193/217 (4,902/5,512 mm)	16-21.5 (4,877-6,553 mm)	170-190 C.T. (4,318-4,826 mm)
<b>Slider65 (Fixed)</b>	61.75 (1,568 mm)	65,000 (29,484 kg)	193/217 (4,902/5,512 mm)	16-21.5 (4,877-6,553 mm)	170-190 C.T. (4,318-4,826 mm)
<b>Slider65 (Hyd.)</b>	54 or 61.75	65,000 (29,484 kg)	193/217 (4,902/5,512 mm)	16-21.5 (4,877-6,553 mm)	170-190 C.T. (4,318-4,826 mm)

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STL000084 4/17

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 3/5/2019  
**Re:** Farmington Ponds 2019 Maintenance Agreement

Attached is the proposal from Lakeland Biologists for the 2019 maintenance of the Farmington Ponds.

The following is a comparison of costs from previous agreements:

<u>Item</u>	<u>2016 Cost</u>	<u>2017 Cost</u>	<u>2018 Cost</u>	<u>2019 Cost</u>
1. Inspection, Cleanup & Litter Removal	\$110.00	\$110.00	\$110.00	\$115.00
2. Chemical Treatment	\$265.00	\$265.00	\$265.00	\$265.00
3. Chemicals				
Aquathol	\$130.00/gal	\$132.00/gal	\$132.00/gal	\$132.00/gal
Cutrine Ultra	\$60.00/gal	\$60.00/gal	\$60.00/gal	\$60.00/gal
Reward	\$175.00/gal	\$175.00/gal	\$175.00/gal	\$175.00/gal
Navigate	\$4.40/lb	\$4.45/lb	\$4.50/lb	\$4.55/lb
Enzymes	\$80.00/gal	\$80.00/gal	\$80.00/gal	\$80.00/gal
Dye	\$48.00/qt	\$48.00/qt	\$48.00/qt	\$48.00/qt
4. Mileage (per trip)	\$50.00/ea	\$50.00/ea	\$50.00/ea	\$50.00/ea
5. Total Cost	\$17,226.36	\$15,243.82	\$14,919.66	\$15,100.00 (Est)

I would recommend entering into an agreement with Lakeland Biologists for the 2019 Farmington Ponds Maintenance Program at an estimated cost of \$15,100.00, based on their proposal dated March 5, 2019. This work will be paid for from the Farmington Ponds Special Service Areas. The maintenance budget for the Farmington Ponds is \$17,000.00.



Pond and Lake Management, Consulting, and Supplies

405 Travis Lane, Waukesha WI 53189  
 Phone: 262-522-2822 Fax: 262-522-2823  
 Info@lakelandbiologists.com

# Estimate

Date	Estimate #
3/5/2019	4882

City of Belvidere  
 Brent Anderson  
 401 Whitney Blvd. Suite 200  
 Belvidere, IL 61008

Description	Qty	Total
Estimate for pond maintenance at the Farmington Hills development-- Belvidere, IL. 2019 (4 Ponds)  Estimated Pond Management to include: Application of pond dye, weed/algae treatments, litter removal, and routine maintenance on all aeration equipment.  The following is our 2019 prices: Aquathol K \$132/gal. Cutrine Ultra \$60/gal. Reward \$175/gal. Navigate \$4.55/lb Harmony Water Treatments - Concentrated Enzymes \$80/gal. Harmony Water Treatments - Concentrated Blue Pond Dye \$48/Qt or 3 pack dry Inspection, Litter Removal, Pond Dye Application \$115/per visit Boat Algacide/Herbicide Application \$265 per pond application (discounts applied for multiple boat treatments on same visit) Mileage Charge \$50/visit  Estimate Good Through April 1st, 2019 Signed Estimate and 2019 Lakeland Biologists Pond Management Agreed Required.		15,100.00
<b>Subtotal</b>		\$15,100.00
Signature required for approval.		<b>Sales Tax (0.0%)</b> \$0.00
<b>Total</b>		\$15,100.00

Please email to: reid@lakelandbiologists.com



## 2019 AQUATIC PLANT MANAGEMENT AGREEMENT

THIS AGREEMENT, is made between Lakeland Biologists LLC, located at 405 Travis Lane, Waukesha, Wisconsin 53189 and City of Belvidere \_\_\_\_\_ (hereinafter called "Customer"). For and in Consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**1. AGREEMENT:** Lakeland Biologists hereby agrees to provide "Herbicide/Algaecide Control of aquatic plants and/or algae" for the benefit of Customer, and Customer hereby accepts such services at the following properties: Farmington Hills Development (4 ponds) \_\_\_\_\_. "Herbicide/Algaecide control of aquatic plants and/or algae" as used herein shall mean the application of herbicides or algaecides (treatments) to control and reduce the excessive growth of submerged water plants and/or algae in the water. "Submerged aquatic plants" as used herein shall mean those plants which have leaves or other foliage beneath the water surface through which herbicides can be introduced into the plant system; such term excludes plants known as cattails, reeds, rushes, water lilies, floating duckweed, watermeal, or planktonic algae unless specifically provided herein.

**2. TERM OF AGREEMENT:** The terms of this agreement shall cover from the date of the first application and/or continue until date specified: Oct. 15<sup>th</sup>, 2019 \_\_\_\_\_.

**3. SERVICES PROVIDED:** Lakeland Biologists shall supply all necessary labor, materials, equipment, and technical advice in providing "Aquatic Management Services" to Customer's pond/lake. This includes the application of aquatic algaecides and herbicides to maintain and improve water quality.

Customer shall provide a suitable boat-launching site and pay any applicable launching fees necessary to provide "Aquatic Management Services" in said water area.

**4. COST AND TERMS OF PAYMENT:** The cost to the Customer for all management in the 2019 calendar year supplied by Lakeland Biologists will not exceed \$15,100 \_\_\_\_\_. The application charge is based on acres treated. Herbicide/Algaecide costs are based on the amount of herbicides/algaecides used.

\_\_\_\_\_(Customer initials) I approve the accompanying estimate #4882\_\_\_\_\_.

Customer required to pay 50% of total service , \$7,550 \_\_\_\_\_ before service begins. Balance due no later than 20 \_\_\_\_\_ days following receipt of invoice in July. Late Payment will be subject to a service charge of 1.5% per month (18% Annual Percentage Rate) after 5 \_\_\_\_\_ days. The Customer agrees to reimburse Lakeland Biologists for any expenses incurred by Lakeland Biologists in protecting and/or enforcing its rights under this agreement in the event of any default by the customer. Expenses include, without limitation, reasonable attorney fees, legal expenses, and other costs of collection.

**Customer Signature:** \_\_\_\_\_

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

**5. PERMIT:** It is understood between the parties that certain state and /or local permits may be necessary prior to the commencement of "Aquatic Management Services", and the provisions of the Agreement are subject to all terms and conditions of any such permits and applicable state and/or local laws or regulations. Customer shall apply for and be responsible for all necessary permits. Lakeland Biologists will cooperate with Customer in obtaining and completing such applications and submit them to the Wisconsin DNR, if necessary. Customer agrees to pay the cost of any permit fees, if applicable.

**6. LIABILITY:** It is specifically understood that Lakeland Biologists shall not be liable for any personal injury and/or property damage resulting from exposure or use; either by drinking, spraying or otherwise of chemically treated water. It is further understood that although precautions are taken to prevent the loss of fish life, that some fish loss may occur and that Lakeland Biologists is not liable. Lakeland Biologists is responsible for its own personnel on the water during the Term of Agreement.

**7. PROFESSIONAL EXPECTATIONS, CONSIDERATIONS, AND WARRANTY:** Lakeland Biologists is fully aware and appraised of all rules and laws that are applicable to the storage, transportation, handling, applications, and disposal of aquatic herbicides. Lakeland Biologists is expected to perform all work in compliance with all rules, laws, and directives provided by the state and federal registered labels attached to the herbicides used to complete this work. Furthermore, Lakeland Biologists shall be required to meet or exceed the requirements of all applicable laws, rules, permits, and labels. Failure to meet any of these minimum requirements shall be considered as non-performance of the stated work. All persons involved in the handling and application of the herbicides used to complete this work shall have been trained, licensed, certified, and insured in the proper use and handling of these compounds. Furthermore, they shall comply with the requirements of the pesticide label relative to the wearing of protective clothing and devices. No other warranties or guarantees are given or implied.

**8. WARNING SIGNS:** Lakeland Biologists/Customer will post the required warning signs for the herbicide treated water unless specifically directed not to.

**9. CUSTOMER AUTHORIZATION:** Customer represents and warrants that the Customer has duly authorized this Agreement, and that the persons executing this Agreement have the authority to execute this Agreement on Customer's behalf.

**10. MISCELLANEOUS:** This Agreement shall be construed under and in the Courts of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties, and the properly authorized representatives, successors, and assigns may amend it only in writing. This Agreement shall work to the benefit of and be binding upon the parties hereto, their respective personal representatives, successors, and assigns.

THIS AGREEMENT shall become invalid if not signed and returned to Lakeland Biologists within 30 days.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

LAKELAND BIOLOGISTS

CUSTOMER NAME & TITLE

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

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

ASSOCIATION/PROPERTY NAME: \_\_\_\_\_

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

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

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 3/6/2019  
**Re:** 2019 Sidewalk Replacement Program

The following bids were received for the City's annual sidewalk replacement program:

Bidder	Amount
1. Globe Construction 1781 W Armitage Ct Addison, IL 60101	\$57,180.00
2. Stenstrom Excavation & Blacktop Group 2422 Center Street Rockford, IL 61108	\$63,110.00
3. AA Construction P.O. Box 2005 Loves Park, IL 61130	\$65,300.00
4. Campos Construction 1201 12 <sup>th</sup> Street Rockford, IL 61104	\$74,245.00
5. Bel-Rock Asphalt Paving 130 S State St Belvidere, IL 61008	\$75,275.00
6. Alliance Contractors Inc. 1166 Lake Avenue Woodstock, IL 60098	\$81,650.00

I would recommend approval of the low bid from Globe Construction, in the amount of \$57,180.00, for the City's annual sidewalk program. The unit prices are \$10.45/sf for removal and replacement of 4" sidewalk and \$8.80/sf for removal and replacement of 6" sidewalk. This work will be paid for from Line Item #01-5-310-6003.

2018 unit prices: \$11.00/sf for 4" and \$16.00/sf for 6"

2017 unit prices: \$6.30/sf for 4" and \$6.55/sf for 6"  
2016 unit prices: \$5.65/sf for 4" and \$5.70/sf for 6"

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 3/5/2019  
**Re:** 2019 Tree Program Bid Tabulation

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The following bids were received for the 2019 Tree Work Program:

- |   |             |
|---|-------------|
| 1. Trees "R" Us, Inc<br>P.O. Box 6014<br>Wauconda, IL 60084                 | \$54,600.00 |
| 2. Tree Care Enterprises, Inc.<br>5563 Kilburn Avenue<br>Rockford, IL 61101 | \$57,600.00 |

I would recommend approval of the low bid from Trees "R" Us, in the amount of \$54,600.00, for tree work from May 1, 2019 to April 30, 2020 for the City of Belvidere.

The unit prices for this contract are as follows:

	2019	2018	2017
1. Tree Removal (6" to 15" Dia)	\$21.00/In Dia	\$21.00/In Dia	\$21.00/In Dia
2. Tree Removal (Over 15" Dia)	\$32.00/In Dia	\$32.00/In Dia	\$32.00/In Dia
3. Stump Grinding	\$10.00/In Dia	\$10.00/In Dia	\$10.00/In Dia

This work will be paid for from Forestry Funds. The budget for this work is \$50,000.00.



# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 3/5/2019  
**Re:** 2019 Mowing Program – Bid Tabulation

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The following bids were received for the mowing of Water Department properties, Public Works properties and the Farmington Ponds:

- |  |  |
|--|--|
| 1. LawnCare by Walter, Inc.<br>4235 S Perryville Rd<br>Cherry Valley, IL 61016             | Water: \$420.00 per mowing, \$610 herbicide<br>Public Works: \$700.00 per mowing, \$1,470 herbicide<br>Ponds: \$225.00 per mowing, \$735 herbicide |
| 2. Lawn Maintenance Services, Inc.<br>3344 Garden Prairie Road<br>Garden Prairie, IL 61038 | Water: \$400.00 per mowing, \$350 herbicide<br>Public Works: \$480.00 per mowing, \$500 herbicide<br>Ponds: \$270.00 per mowing, \$200 herbicide   |

Based on review of the bids, I would recommend the following:

Approval of the low bid from Lawn Maintenance Services, in the amount of \$400.00 per mowing, for the mowing of Water Department Sites. This work will be paid from Water Department Line Item #61-5-810-6040.

- 2018: \$380.00 per mowing
- 2017: \$380.00 per mowing
- 2016: \$355.00 per mowing

Approval of the low bid from Lawn Maintenance Services, in the amount of \$480.00 per mowing, for the mowing of the Public Works Sites. This work will be paid from Street Department Line Item #01-5-310-6002.

- 2018: \$460.00 per mowing
- 2017: \$448.00 per mowing
- 2016: \$400.00 per mowing

Approval of the low bid from Lawn Maintenance Services, in the amount of \$270.00 per mowing, for the Farmington Ponds. This work will be paid from the Farmington Pond Maintenance Fund.

- 2018: \$258.00 per mowing
- 2017: \$258.00 per mowing
- 2016: \$256.00 per mowing

# Memo

**To:** Mayor and City Council  
**From:** Brent Anderson, Director of Public Works  
**Date:** 3/5/2019  
**Re:** Landscape Maintenance Bid Tabulation

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The following bids were opened today for the 2019 landscape maintenance program:

- |  |             |
|--|-------------|
| 1. LawnCare by Walter, Inc.<br>31745 North Alleghany Road<br>Grayslake, Illinois 60030     | \$23,721.00 |
| 2. Lawn Maintenance Services, Inc.<br>3344 Garden Prairie Road<br>Garden Prairie, IL 61038 | \$26,000.00 |

I would recommend approval of the low bid from LawnCare by Walter, in the amount of \$23,721.00, for the 2019 landscape maintenance program. This work will be paid for from Street Department Line Items #01-5-310-6002 and #01-5-310-6826.

2018 Price: \$20,416.00  
2017 Price: \$21,018.00

RESOLUTION #:  
A RESOLUTION AUTHORIZING  
THE EXECUTION OF A REAL ESTATE  
PURCHASE AGREEMENT BETWEEN  
THE CITY OF BELVIDERE AND  
BELVIDERE BANK AND TRUST AS  
TRUSTEE OF TRUST NO. 1236 AND  
GERALD ROWE

IT IS THEREFORE RESOLVED, by the Mayor and City Council of the City of Belvidere as follows:

- 1) The Corporate Authorities of the City of Belvidere hereby approve the Real Estate Purchase Agreement attached hereto as Exhibit A.
- 2) The Mayor is hereby authorized to execute and City Clerk is authorized to attest the attached Real Estate Purchase Agreement.

Approved:

---

Mayor

Attest:

---

City Clerk

Ayes: .  
Nays: .  
Absent: .  
Approved:

EXHIBIT A

REAL ESTATE SALES AND  
DEVELOPMENT AGREEMENT

This Agreement (Agreement) is entered into this \_\_\_ day of \_\_\_\_\_, 2019, between the City of Belvidere, Illinois, an Illinois Municipal Corporation (the City) and Belvidere National Bank and Trust as Trustee of Trust No. 1236, and Gerald Rowe as the Beneficial Owner or trustor, (Sellers).

RECITALS

WHEREAS, Sellers are the owners of certain premises located in the 100 block of East Lincoln Ave., Belvidere Illinois and commonly known as Pins 05-26-434-016, 05-26-434-017, 05-26-434-018 and 05-26-434-019 (hereinafter the Property), the legal description for said Property is described on Exhibit A attached hereto and incorporated; and

WHEREAS, the Property is currently improved with a blacktop parking lot; and

WHEREAS, Sellers desire to sell the Property described herein to the City; and

WHEREAS, the City desires to purchase the Property from Sellers.

NOW THEREFORE, in consideration of the Recitals, the mutual agreements and covenants set forth in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS:

The Recitals set forth above are incorporated into this Agreement by this reference.

2. PREMISES:

The Property is improved with a blacktop parking lot and a garage. The Property, together with all improvements, rights, easements and interests appurtenant thereto, including without limitation (i) any and all of Sellers' right, title and interest (if any) in and to any and all streets and public ways adjacent thereto, any and all surface, subsurface and air rights and (ii) any and all water or mineral rights owned by or leased to Sellers and located on the Property, shall hereinafter be referred to collectively as the "Premises". The Premises may also include certain personal property including permanently installed fixtures.

3. SALE AND CONVEYANCE:

Sellers agree to sell and convey to City, or its designee, and City agrees to purchase from Sellers, at the price and upon the terms set forth in this Agreement, the Premises, subject to the terms, provisions and limitations set forth herein.

4. PURCHASE PRICE AND ESCROW:

The total purchase price (the Purchase Price) for the Premises shall be \$75,000.00. The City shall deposit with the Title Company to be held in trust a sum equal to zero percent (0%) of the Purchase Price as and for earnest money for this Contract. The earnest money shall be applied to the Purchase Price at Closing unless this Agreement is properly terminated by the City prior to Closing in which case, the escrowed sum shall be immediately returned to the City.

5. CITY AGREEMENT APPROVAL CONTINGENCY:

This Agreement is contingent upon the adoption of a formal resolution or ordinance by the City Council of the City of Belvidere approving this Agreement and authorizing the execution of this Agreement by the Mayor and City Clerk. If such approval is not granted, this Agreement is terminated and any earnest money deposited shall be immediately returned to the City.

6. EXECUTION BY SELLERS – “EFFECTIVE DATE”:

Upon receipt of an executed original copy of this Agreement from the City (the Agreement Delivery Date), Sellers shall execute this Agreement and return a duplicate original to the City. The date the Sellers return the executed Agreement to the City shall be the “Effective Date”.

7. TITLE COMMITMENT AND SURVEY:

Sellers, at their cost, shall provide the City, within 30 days of the Effective Date, a new commitment to issue an Owner’s Title Policy of Insurance for the Property dated no earlier than the Effective Date (the title commitment), together with copies of all documents giving rise to any and all title exceptions raised therein, from a reputable title company mutually acceptable to the parties. In the same period, Sellers, at their cost shall also provide the City with a Plat of Survey that conforms with the current minimum standard of practice for boundary surveys that is dated not more than six (6) months prior to the date of Closing, and is prepared by a professional land surveyor licensed under the laws of the State of Illinois.

The City may, within ten (10) days of receipt of the title commitment, with documents, or plat of survey object to any defects in title or shown on the plat of survey, including but not limited to easements, and covenants and conditions of record and terminate this Agreement without penalty to either Party.

The City and Sellers shall jointly choose a title company with offices located in Belvidere, Illinois to act as the Title Company for this transaction.

8. TITLE TO PROPERTY:

At closing, Sellers shall convey title to the Property to the City by recordable Warranty Deed (the Deed), subject only to the following items (the Permitted Exceptions):

- a. General real estate taxes for the year 2018 and subsequent years;
- b. Easements, restricted to the perimeter of the Premises, covenants, restrictions and reservations of record;
- c. Zoning;
- d. Exceptions arising from acts done, taken or suffered by the City;
- e. Such other exceptions acceptable to the City.

9. MARKED TITLE COMMITMENT:

At closing, Sellers shall furnish the City, at Sellers' expense, a commitment to issue a current ALTA Form B Owner's Policy of Title Insurance with extended coverage for the Premises, insuring the City as the owner of the Premises subject only to the Permitted Exceptions (the Marked Commitment). The Marked Commitment shall be issued by the Title Company at closing, shall be in the amount of the Purchase Price and shall insure the City's fee simple title to the Premises effective as of closing, subject only to the Permitted Exceptions. The City, at its option and own cost, may request any endorsements or additional insurance it desires from the Title Company and Sellers will cooperate to obtain such additional insurance or endorsements.

10. PREMISES INSPECTION PERIOD:

- a. From and after the Effective Date of this Agreement until the Closing or earlier termination of this Agreement, Sellers shall permit Purchaser and its authorized representatives to enter onto the Property for the sole purpose of performing any visual or other non-invasive inspection, evaluation or survey of the Property, including without limitation, performance of a Phase I environmental site assessment of the Property sufficient to satisfy an all appropriate inquiry. Sellers

agree to cooperate with any such inspection and to make all portions of the Premises available for such inspection by the City, or its designee or agent. Sellers may have a representative present for such inspections.

- b. The environmental inspections of the Premises shall be sufficient to qualify as an All Appropriate Inquiry (Phase I Study) under relevant Federal Law and will be performed by an environmental consultant of the City's choosing. The cost of the Phase I Study shall be split equally between the City and Sellers. If the Phase I Environmental Study reveals the existence or likely existence of any environmental defect on the Premises, or suggests the need for additional environmental evaluation (a Phase II Study), the City may accept the Premises as is, or may at its option terminate this Agreement as set forth below or may conduct a Phase II Environmental Study. If the City elects to pursue a Phase II Environmental Study, the Parties at that time shall enter into a separate agreement with regard to the terms and conditions for any of the contemplated activities necessitated for the Phase II Environmental Study. If no agreement can be reached between the parties, within ten (10) days of request by the City, this Agreement shall terminate without penalty and all earnest money shall be returned to City. If the parties come to a written agreement, then the Sellers agree to extend the terms of this contingency and the closing date to accommodate the agreed upon Phase II Environmental Study.
- c. The City agrees to indemnify, defend and hold harmless, the Sellers from and against any claims arising from any entry upon the Premises by the City and its agents. The City shall restore the Premises to the condition it was in prior to any testing conducted as a part of the Premises Inspection.
- d. Sellers agree to provide the City with any existing environmental studies, audits, soil tests, engineering studies and any notices, correspondence, letters or any other document or communication, concerning environmental compliance (received from any entity) in its possession or control, including but not limited to any No Further Remediation Letter, immediately upon execution of this Agreement. Further, Sellers shall cooperate in any Environmental Study (Phase I and Phase II), including but not limited to provision of documents reasonably requested by the City or the environmental consultant and answering any reasonable questions regarding the premises.
- e. If a Phase I or Phase II Environmental Study reveals any environmental defect, or threat of an environmental defect (concern), the City may terminate this Agreement without penalty and all earnest money and/or escrowed money shall be immediately returned to the City. For purposes of this Agreement an environmental defect shall mean the existence or likely existence of any hazardous substance as



that term may be defined in any State of Illinois or United States environmental law or regulation including, but not limited to, any and all pollutants, contaminants, toxic or hazardous wastes, materials or substances or any other substance that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, presence, production, processing, treatment, storage, handling, transportation, transfer, use disposal, release, discharge, emission, spillage, seepage or filtration of which is now or hereafter restricted, prohibited or penalized under any environmental law (including without limitation, petroleum products, lead paint, asbestos, urea formaldehyde foam insulation, and polychlorinated bipheyls.

11. CLOSING DELIVERIES:

- a. The closing of the Purchase and Sale of the Premises shall occur within ninety days (90) of the Effective Date, or at such other time mutually agreeable to the parties, in writing. The closing shall occur through the Title Company using the usual form of Corporate Warranty/Trustee Deed with such special and additional provisions as are required to conform with this Agreement.
- b. If an escrow closing is desired or required by the City, the parties agree that the title company agreed upon by the parties to furnish title evidence shall be Escrowee. Counsel of the respective parties are authorized to execute the escrow instructions of Escrowee and/or the Title Company. The Sellers shall pay any Escrowee charges.
- c. At Closing, Sellers shall deliver to the Title Company whether or not an Escrow is requested by City, in exchange for payment of the Purchase Price, less the earnest money, plus or minus prorations, the following Closing Documents; (i) the Corporate Warranty Deed conveying the Property to the City subject only to the Permitted Exceptions, (ii) an Affidavit of Title covering the Property, in Boone County Bar Association approved form, (iii) an ALTA statement, (iv) a Gap Affidavit, (v) a non-foreign investment transfer affidavit, (vi) to cause the Title Company to deliver a marked Title Commitment to the purchaser (vii); (viii) and such other documents, instruments, certifications and confirmations as may reasonably be required and designated by the City, the Title Company to fully effect and consummate the transactions contemplated by this Agreement.
- d. At closing, City shall deliver to the Title Company, in exchange for Sellers' deliveries, the following: (i) The Purchase Price plus or minus prorations and less the Earnest Money, (ii) an ALTA Statement, (iii) such other documents, instruments and certifications as may be reasonably required by the Sellers, Escrowee, and/or the Title Company, to fully effect and consummate the transactions contemplated by this Agreement.

- e. If City breaches this Agreement by refusing to close the transaction when required to do so hereunder, then Sellers shall retain all of the Earnest Money as its sole and exclusive remedy.

12. BROKERS:

Sellers and the Buyer represent to each other that neither Buyer nor Sellers engaged the services of a realtor or other person who is entitled to any commission or remuneration for services in this sale and purchase of the real estate described herein.

13. SELLERS' REPRESENTATIONS AND WARRANTIES:

Sellers hereby confirm to the City that the following representations and warranties are accurate as of the date hereof. In the event that Sellers discover any information subsequent to the date hereof and prior to Closing which would make any of the representations inaccurate or misleading, Sellers shall promptly advise the City of such additional information. The Parties agree that Sellers' Warranties and Representations contained herein and the City's remedy in the event of any default shall survive closing and shall not merge with the deed.

- a. Sellers represent and warrant that they have not received notice from any City, Village or other governmental authority of any zoning, building, fire or health code violations with respect to the Premises which have not been corrected.
- b. Sellers represent that they are not a foreign person as defined in Section 1445 of the Internal Revenue code and is therefore exempt from withholding requirements of said section.
- c. Sellers represent that if they are fully authorized to enter into this Agreement, that neither the entry into nor the consummation of this Agreement shall violate or be deemed a breach of any agreement or contract binding upon Sellers, that there is no pending, or to Sellers' knowledge, threatened litigation, condemnation action or other impediment that would prevent Sellers from performing hereunder, and that no party is asserting any claim of right of possession to any portion of the Premises.
- d. Sellers represent and warrant that Sellers have not received written notice of any environmental claim against the Premises or Sellers and there is no pending or threatened, or to the best of Sellers' knowledge, contemplated or anticipated environmental claims against the Premises or Sellers. For purposes of this Agreement, "environmental claim" means a claim, cost, liability or obligation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1986 or other

applicable federal, state or local environmental laws, rules or regulations.

- e. From and after the Effective Date, Sellers agree not to sell, offer to sell, negotiate for a sale, transfer, convey, encumber or cause to be sold, transferred, conveyed or encumbered, the Premises or any part thereof, or alter or amend the zoning classification of the Premises, except as requested by the City to permit its intended use of the Premises, or otherwise perform or permit any act or deed which shall diminish, encumber or affect the City's rights in and to the Premises or prevent Sellers from fully performing its obligations hereunder.
- f. Sellers represent and warrant that no other person or entity including, but not limited to tenants, licensees, and contract purchasers, have any interest or claim to any portion of the Premises.
- g. Notwithstanding any other provision of this Agreement, Sellers agree to indemnify, defend and hold the City harmless from any and all damages or claims arising out of or in any way related to the representations and warranties contained in this section, including but not limited to the City's reasonable attorneys' fees.

14. PRORATIONS:

General taxes and other similar items shall be adjusted ratable as of closing. If the amount of the current general real estate tax is not then ascertainable, the adjustment thereof shall be made on the basis of 105% of the most recent ascertainable taxes. Sellers shall be responsible for any special assessments for improvements completed prior to closing, and the City shall be responsible for any such assessments for improvements completed after the closing. Existing leases, if any, shall be terminated by Sellers prior to closing. Sellers shall pay the amount of any stamp tax imposed by the State of Illinois or Boone County and shall furnish the City a completed Real Estate Transfer Declaration, signed by Sellers or Sellers' agent in the form required by the Real Estate Transfer Tax Act of the State of Illinois.

15. DEFAULT; REMEDIES:

- a. Time is of the essence to this Agreement. Any reference to "day(s)" in this Agreement means calendar day(s), unless specifically identified to the contrary.
- b. If the City fails to perform any material covenant or condition of this Agreement required to be performed prior to closing, Sellers may terminate this Agreement as its sole and exclusive remedy.
- c. If Sellers fail to perform any material covenant or condition of this

Agreement or shall breach any material warranty contained herein, the City may terminate this Agreement and all Earnest Money shall be immediately refunded to City.

16. NOTICES:

All notices, demands, requests and other communications required or permitted under this Agreement shall be in writing and may be personally delivered, or if mailed, shall be sent by United States certified mail, return receipt requested, or by pre-paid national overnight express delivery service (including Federal Express and Express Mail), and may also be sent by facsimile transmission (fax) addressed to the parties at the addresses and fax numbers indicated below:

If to Sellers:

If to City:                      City of Belvidere  
   Attention City Clerk  
   401 Whitney Blvd.  
   Belvidere, Illinois 61008  
   (Fax) 815/544-3060

With copy to:                      City Attorney  
   City of Belvidere  
   401 Whitney Blvd.  
   Belvidere, Illinois 61008  
   (Fax) 815/544-3060

Any party may change its address for purposes of delivery of written notice to other parties in the manner designated above. Any notice, demand, request or other communication given in accordance with this Section shall be deemed received by the addressee thereof (i) one day after deposit of same in United States mail, (ii) upon delivery if hand delivered or (iii) upon the date of a facsimile transmission.

17. ASSIGNMENT:

Neither the City nor Sellers may assign all or any part of its right, interest or title in and to this Agreement without the prior written consent of the other.

18. MISCELLANEOUS:

- a) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, grantees and assigns.
- b) This Agreement shall not merge into any escrow agreement.
- c) This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- d) This Agreement contains the entire agreement between the parties with respect to the Property. No extension or amendment of this Agreement shall be made or claimed by any party to have any force or effect unless such extension or amendment be in writing and signed by all of the parties hereto.
- e) The headings contained herein are for reference only and shall not in any way affect the meaning or interpretation of this Agreement.
- f) Each individual executing this Agreement warrants and represents that he/she is fully authorized to execute this Agreement on behalf of the party for whom he/she is signing and that this Agreement will be fully binding upon such party.
- g) This Agreement shall be governed by and construed under the laws of the State of Illinois. Any action brought under, or related to, this Agreement or the Premises shall be brought in the 17<sup>th</sup> Judicial Circuit, Boone County, Illinois and the parties hereto subject themselves to the jurisdiction and venue of that Court. In the event of any litigation arising under this Agreement, each party shall bear their own attorneys' fees and costs.
- h) This Agreement is contingent upon adoption of a formal resolution or ordinance by the City Council of the City of Belvidere authorizing this Agreements execution.

IN WITNESS WEHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

Sellers:

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

Trustee

Attest: \_\_\_\_\_

Purchaser:

The City of Belvidere

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

Michael W. Chamberlain, Mayor

Attest: \_\_\_\_\_

Shauna Arco, City Clerk

RESOLUTION #:  
A RESOLUTION RE-AUTHORIZING THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT FOR THE  
CREATION OF THE NORTHERN ILLINOIS LANDBANK AUTHORITY  
WHICH WAS PREVIOUSLY APPROVED BY RESOLUTION  
#2085-2018

WHEREAS, on December 3, 2018 the Corporate Authorities adopted resolution 2085-2018 approving the execution of an Intergovernmental Agreement and Bylaws (the Agreement) to create the Northern Illinois Land Bank Authority (the Landbank); and

WHEREAS, other municipal members of the Landbank requested minor alterations to the Agreement.

**IT IS THEREFORE RESOLVED**, by the Mayor and City Council of the City of Belvidere as follows:

- 1) The foregoing recitals are incorporated herein.
- 2) The Intergovernmental Agreement and Bylaws attached to Resolution 2085-2018 are amended nunc-pro-tunc to December 3, 2018 with the following modifications:
  - a) In Section 5.02 of the Agreement the reference to “*Member*” shall be changed to “*Trustee*”.
  - b) In Section 11.02 of the Agreement the sentence: “*By a unanimous vote of the Board of Trustees, the power to admit new Members may be assigned to the Land Bank Presiding Officer under whatever terms and conditions are included within the authorizing resolution. Additional “Members” shall be limited to units of local government in the State of Illinois...*” is removed.
- 3) The Mayor is authorized to execute and the Clerk to attest the Agreement, which is attached hereto and incorporated herein.

Approved:

\_\_\_\_\_  
Mayor

Attest:

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

**INTERGOVERNMENTAL AGREEMENT AND BY-LAWS**

AN AGREEMENT TO ESTABLISH THE  
NORTHERN ILLINOIS LAND BANK AUTHORITY

This Intergovernmental Contract and By-Laws Agreement is entered this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among the undersigned units of local government (each a "Member") for the purpose of creating and establishing an intergovernmental entity to administer and operate a land bank in member communities ("Region"). The land bank will be a separate entity whose purpose will be to administer and carry out the objectives of this Agreement, in accordance with the terms of this Agreement, as written or amended in accordance with its terms. This Agreement is made pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 (the "Constitution") and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) (the "Act") and has been authorized by the corporate authorities of each Member.

**WHEREAS**, in recent years a substantial number of properties in the Region have become vacant, dilapidated, and non-revenue generating; and

**WHEREAS**, these properties contain numerous violations of health and safety ordinances, contribute to the blight and deterioration within the Region, and impose a significant economic burden upon municipalities within the Region; and

**WHEREAS**, there exists within the Region the need for (i) the creation of safe, decent housing for existing and future residents, (ii) the return of abandoned properties to productive use including, but not limited to, the payment of tax revenues, (iii) opportunities for the revitalization of deteriorating residential, retail, industrial and commercial neighborhoods, and (iv) available properties for use as public parks, green spaces, water retention and other public purposes; and

**WHEREAS**, the Members desire to enter into this cooperation agreement to create an intergovernmental entity as a land banking authority in order to address most efficiently and effectively these needs within the Region; and

**WHEREAS**, the Members agree that the establishment of such an authority would be beneficial to the people and local governments within the Region; and

**WHEREAS**, for administrative purposes, the Region 1 Planning Council shall be the Land Bank fiscal agent; and

**NOW, THEREFORE**, the Members agree to the following terms in accordance with the authority set forth in the Illinois Constitution and laws of the State of Illinois:



**ARTICLE I**  
**AUTHORITY**

**Section 1.01. Authority.** This Agreement is entered into pursuant to the authority set forth in Article VII, Section 10 of the Illinois Constitution and the laws of the State of Illinois set forth in 5 ILCS 220/1 *et seq.*, and the authority granted to governments by Constitutional and statutory powers.

**ARTICLE II**  
**PURPOSE**

**Section 2.01. Purpose.** Pursuant to and in accordance with this Agreement, the Members shall jointly form and operate a land banking authority, named Northern Illinois Land Bank Authority (the "Land Bank"), to foster the public purpose of combating community deterioration by returning property to productive use in order to provide open space, housing, industry, and employment for citizens within the Region.

**Section 2.02. Duties.** In carrying out its purpose, the Land Bank shall, in accordance with applicable laws, codes, policies and procedures approved by the Land Bank Board and otherwise without limitation, acquire, manage and dispose of certain real and personal property and perform other functions, services, and responsibilities as may be assigned to the Land Bank by its Members.

**ARTICLE III**  
**CREATION OF THE LAND BANK**

**Section 3.01. Creation and Legal Status of the Land Bank.** The Members agree to cause the creation of the Land Bank as an intergovernmental entity to implement the functions, services, and responsibilities contemplated by this Agreement.

**Section 3.02. Title to Land Bank Assets.** Except as otherwise provided in this Agreement, the Land Bank shall have exclusive title to all real property transferred to, purchased by, or otherwise acquired by the Land Bank. No Member shall have an ownership interest in any real or personal property held in the Land Bank's name.

**Section 3.03. Compliance with Law.** The Land Bank shall comply with all applicable federal and State laws, rules, regulations, and orders.

**Section 3.04. Relationship of Members.** The Members agree that no Member shall be responsible or liable, in whole or in part, for the acts of the Land Bank, or the employees, agents, and servants of the Land Bank, or any other Member acting separately or in conjunction with the implementation of this Agreement. The Members shall only be bound and obligated under this Agreement as expressly agreed to by each Member. No Members may obligate any other Member. No member shall be obligated or liable for any debt, obligation, or liability of the Land Bank.

**Section 3.05. No Third-Party Beneficiaries.** Except as otherwise specifically provided, this Agreement does not create in any person or entity other than a Member any direct or indirect benefit, obligation, duty, promise, right to be indemnified, right to be subrogated to any Member's rights under this Agreement, and/or any other right or benefit.

**ARTICLE IV**  
**POWERS OF THE LAND BANK**

**Section 4.01. Powers of the Land Bank.** The Members hereby confer upon the Land Bank, to the full extent of the Member's constitutional and statutory authority, the authority to do all things necessary or convenient to implement the purposes, objectives, and provisions of this Agreement, and take all related actions. Among other powers, the Land Bank shall exercise and enjoy the authority of its home rule Members to:

- (a) Purchase, accept or otherwise acquire real and personal property from any entity, including, but not limited to, other governmental units and private third parties;
- (b) Hold real and personal in its name of the Land Bank for the purposes set forth herein;
- (c) Sell real and personal property held by the Land Bank to any entity, including, but not limited to, other governmental units and private third parties;
- (d) Hold property exempt from real estate taxes pursuant to the Property Tax Code, 35 ILCS 200/1-1 *et. seq.*;
- (e) Extinguish past due tax liens to the extent permitted by Illinois law, including but not limited to exercise of authority provided in 35 ILCS 200/21-95;
- (e) Exercise the statutory authority of its Members to take removal action, lien property, foreclose on liens, and petition a Circuit Court for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d), as an agent of an individual Member;
- (f) Sue and be sued in its own name, including, defending the actions of the Land Bank;
- (g) Borrow money and issue notes through the Land Bank, and secure debt by mortgaging Land Bank property;
- (h) Enter into contracts and other instruments in any capacity, necessary, incidental, or convenient to the performance of the Land Bank's duties and the exercise of its powers, including, but not limited to, agreements with Members or other local governments regarding the disposition of Land Bank properties located within their respective municipal boundaries;
- (i) Solicit and accept gifts, grants, labor, loans, and other aid from any person or entity, or the federal government, the State of Illinois, or a political subdivision of the State of Illinois, or any agency of the federal government;

- (j) Procure insurance or another method to reduce loss in connection with the property, assets, or activities of the Land Bank;
- (k) Invest money of the Land Bank, in instruments, obligations, securities, or property which are permitted investments of a unit of local government;
- (l) Employ and terminate employment of any legal and technical consultants, other officers, agents, or employees, to be paid from the funds of the Land Bank. The Land Bank shall determine the qualifications, duties, and compensation of those it employs. The Board of Trustees of the Land Bank may delegate to one or more, officers, agents, or employees any powers or duties it considers proper;
- (m) Contract for goods and services and engage personnel as necessary, to be paid from the funds of the Land Bank;
- (n) Study, develop, and prepare any reports or plans the Land Bank considers necessary to assist it in the exercise of its powers under this Agreement and to monitor and evaluate the progress of the Land Bank under this Agreement;
- (o) Enter into contracts for the demolition of, the maintenance, management, and improvement of, the collection of rent from, or the sale of real property held by the Land Bank;
- (p) Acquire properties, without a cash bid, from the County Trustee for Taxing Districts, through the entity appointed as Tax Agent pursuant to 35 ILCS 200/21-90,
- (q) Exercise authority held by county Members pursuant to 35 ILCS 200/21-90, in concert with any Tax Agent that has been retained by the county Member to act on its behalf pursuant to 35 ILCS 200/21-90;
- (r) Collect a membership and/or a transaction fee from Member, and;
- (s) Do all other things necessary or convenient to achieve the objectives and purposes of the Land Bank or other laws that relate to the purposes and responsibilities of the Land Bank.

**Section 4.02. Limitation on Political Activities.** The Land Bank shall not spend any public funds on political activities.

**Section 4.03. Non-Discrimination.** The Land Bank shall comply with all applicable laws prohibiting discrimination. The Land Bank shall not fail or refuse to hire, recruit, or promote; demote; discharge; or otherwise discriminate against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to

perform the duties of a particular job or position. The Land Bank shall not provide services in a manner that discriminates against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to receive services from the Land Bank.

**ARTICLE V**  
**BOARD OF TRUSTEES**

**Section 5.01. Land Bank Board Composition.** The Land Bank shall be governed by the Board of Trustees (the “Board”), which shall be appointed as follows:

As a Member, Winnebago County’s Board Chairman shall appoint by resolution of its governing body one (1) representative to serve for a three-year term as Trustee of the Land Bank.

As a Member, Boone County’s Board Chairman shall appoint by resolution of its governing body one (1) representative to serve for a three-year term as Trustee of the Land Bank.

As a Member, the City of Rockford’s Mayor shall appoint by resolution of its governing body one (1) representatives to serve for a three-year term as Trustee of the Land Bank.

As a Member, the City of Belvidere’s Mayor shall appoint by resolution of its governing body one (1) representatives to serve for a three-year term as Trustee of the Land Bank.

As the host organization of the Land Bank, the Region 1 Planning Council’s Executive Director shall serve as the Presiding Officer of the Land Bank. The representative appointed by Region 1 Planning Council shall not have a voting interest on the Board.

All other local government Members (“Additional Member”) shall each appoint, by resolution of their governing bodies, one (1) representative to serve for a three-year term as a Trustee of the Land Bank. If a local government Member has a population of less than 6,000, the appointed Trustee shall be an ex-officio member. Ex-officio members shall not have a vote during Board of Trustee meetings. Refer to Section 11.02 for admittance procedures for Additional Members.

All Trustees serve until a successor is appointed. All Trustees shall have equal voting rights, with the exception of the Region 1 Planning Council Executive Director and any ex-officio member. The Presiding Officer and the Ex-Officio Members shall not have a vote. A Trustee may assign his/her voting powers to a proxy for one or more meetings. The temporary proxy assignment must be in written form, identify the duration of the assignment, contain an original signature of the Trustee, and be

presented to the Presiding Officer of the Land Bank's Board of Trustees prior to the effective date of the assignment.

**Section 5.02. Removal.** A Trustee of the Land Bank Board appointed under Section 5.01 may be removed for any reason deemed in the best interests of the Land Bank by action of the Board of Trustees.

**Section 5.03. Vacancies.** Any vacancy among the Board caused by death, resignation, disqualification, or removal shall be filled as soon as practicable. The vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

**Section 5.04. Duties of Officers.**

- (a) Presiding Officer. The Presiding Officer shall be the principal executive officer of the Land Bank and shall preside at all meetings of the Board of Trustees. Subject to any policies adopted by the Board of Trustees, the Presiding Officer shall have the right to supervise and direct the management and operation of the Land Bank and to make all decisions as to policy and operations which may arise between meetings of the Board of Trustees. Unless otherwise provided by the Board, the officers and employees shall be under the Presiding Officer's supervision and control. The Presiding Officer shall give, or cause to be given, notice of all meetings of the Board of Trustees. The Presiding Officer's duties shall include execution of all deeds, leases, contracts and other documents that arise in the normal course of business for the Land Bank, subject to limits and direction provided by the Board. The Presiding Officer shall perform such other duties and have such other authority and powers as the Board of Trustees may from time to time prescribe.

The Presiding Officer shall be responsible for the administrative functions of the Land Bank including record keeping, correspondence, document maintenance, website, general information dissemination to the public, other supportive services to the Land Bank member agencies, and the financial record keeping in coordination with the Region Planning Council staff. The Presiding Officer, or designee, shall schedule meetings, prepare agendas, issue notices, prepare minutes and generally ensure that all meetings are conducted in accordance with the Illinois Open Meetings Act.

- (b) Treasurer. The Treasurer shall be responsible for all of the following tasks:
1. The Treasurer shall be elected from the pool of Trustees, by a majority vote of the Board of Trustees, to serve a two-year term.
  2. The Treasurer shall be responsible financial oversight of the Land Bank. The Treasurer shall ensure the Land Bank has the custody of the Land Bank funds and securities and shall ensure that the Land Bank keeps full and accurate accounts of receipts and disbursements of the Land Bank, and shall ensure that all the deposit of monies and other valuables are in the name and to the

credit of the Land Bank into depositories designated by the Region 1 Planning Council.

3. The Treasurer shall ensure the disbursement of funds of the Land Bank as ordered by the Board of Trustees, and that financial statements are prepared each month or at such other intervals as the Board of Trustees shall direct.
4. The Treasurer shall be under the supervision of the Presiding Officer. The Treasurer shall perform such other duties and have such other authority and powers as the Board of Trustees may from time to time prescribe or as the Presiding Officer may from time to time delegate.

**Section 5.05. Meetings.** The Land Bank Board shall meet at least quarterly. The place, date, and time of the Land Bank Board's meetings shall be determined at the discretion of the Land Bank Board in accordance with all applicable Illinois laws. The Land Bank Board may meet at any time and at any frequency that is consistent with Illinois law. Meetings may be called by the Presiding Officer or any two voting members of the Land Bank Board. To the extent it applies, meetings shall be held in compliance with the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("Open Meetings Act").

**Section 5.06. Quorum and Voting.** A quorum shall be necessary for the transaction of any business by the Land Bank Board. A majority of the voting members of the Land Bank Board shall constitute a quorum for the transaction of business. Except as otherwise provided in this Agreement, the Land Bank Board shall only act: 1) in meetings attended by a quorum of the Board; and 2) by a majority vote of all Trustees present. The Board can permit electronic or remote attendance in accordance with the Open Meetings Act.

**Section 5.07. Records of Meetings.** Minutes shall be transcribed for all meetings, approved by the Land Bank Board, and maintained by the Land Bank.

**Section 5.08. Fiduciary Duty.** The members of the Land Bank Board have a fiduciary duty to conduct the activities and affairs of the Land Bank in the Land Bank's best interests. The members of the Land Bank Board shall discharge their duties in good faith and with the care an ordinarily prudent individual would exercise under similar circumstances.

**Section 5.09. Compensation.** The members of the Land Bank Board shall receive no compensation for the performance of their duties. The Land Bank may reimburse members of the Land Bank Board for actual and necessary expenses incurred in the discharge of their official duties.

**Section 5.10. Conflict of Interest.** No member of the Land Bank Board shall vote on any matter in which such Trustee or any parent, spouse, child, partner, employer, client or similar business or personal relationship or entity has an interest in any property or business that would be affected by such action. Trustees shall annually disclose all known conflicts of interest. In the event that a Trustee abstains from a specific vote due to a conflict of interest, the conflict shall be identified in the Board's meeting minutes.

**ARTICLE VI**  
**POWERS AND DUTIES OF THE REGION 1 PLANNING COUNCIL**

The Region 1 Planning Council (RPC) shall supervise and coordinate the activities of the Land Bank and coordinate fiscal affairs of the Land Bank.

The RPC Executive Director shall be the Presiding Officer of the Land Bank and have the responsibility to direct the work of RPC staff for Land Bank activities. The Land Bank will rely on RPC staff for operations and overhead. RPC is expected to bill the Land Bank for employee (including Land Bank Director) costs related to operations, residual overhead, facility use, and other related costs.

The Region 1 Planning Council shall serve as the fiscal, operational and administrative agent and be responsible including but not limited to coordination of human resources, payroll, finance, benefits, IMRF and legal services as well as adjunct services of the Land Bank, including record keeping, correspondence, local funding disbursement and management, document maintenance, general information dissemination to the public, auditing, financial reporting and other supportive services.

**ARTICLE VII**  
**PROPERTY ACQUISITION, MANAGEMENT, AND DISPOSITION**

**Section 7.01. Acquisition of Property.** Except as otherwise provided in this Agreement, the Land Bank may exercise the powers of its Members, including but not limited to its home rule Members, to acquire by gift, devise, transfer, exchange, foreclosure, purchase, or any other means real or personal property or rights or interests in real or personal property on terms and conditions and in a manner the Land Bank considers proper or necessary to carry out the purposes of this Agreement. Unless otherwise indicated by the Board, the Land Bank will exercise the authority of its home rule Members to acquire, hold, and dispose of real property. Real property acquired by the Land Bank by purchase may be made by purchase contract, lease purchase agreement, installment sales contract, land contract, donative transfer, grant, or otherwise. Home rule Members transfer and jointly exercise its authority to acquire and own real property outside of its corporate boundaries for the Land Bank, as directed by the Land Bank Board of Trustees pursuant to this Agreement.

**Section 7.02. Execution of Legal Documents Relating to Property.** All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the Land Bank, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the Northern Illinois Land Bank Authority in accordance with policies and procedures that are approved by the Land Bank Board.

**Section 7.03. Holding and Managing Property.** The Land Bank may exercise the authority of its home rule Members to hold and own in the Land Bank's name any property acquired by the Land Bank or otherwise transferred or conveyed to the Land Bank by a government unit, an intergovernmental entity, or any other public or private person or entity. Exercising the home

rule authority of its Members, the Land Bank may control, hold, manage, maintain, operate, repair, lease, convey, demolish, relocate, rehabilitate, or take all other actions necessary to preserve the value of the property it holds or owns.

**Section 7.04. Transfer of Interests in Property.** The Land Bank may exercise the authority of its home rule Members to convey, sell, transfer, exchange, lease, or otherwise dispose of property or rights or interests in property in which the Land Bank holds a legal interest to any public or private person or entity for any amount of consideration the Land Bank considers appropriate and consistent with the policies and procedures approved by the Board of Trustees.

**Section 7.05. Trustee Approval and Veto Authority.** Notwithstanding any other provision herein, the Land Bank may not acquire or sell any property within the corporate limits of a Member jurisdiction without the prior consent, in writing, from the Trustee representing that Member jurisdiction.

## **ARTICLE VIII**

### **BORROWING, CHECKS, DEPOSITS AND FUNDS**

**Section 8.01. Bonding and Borrowing.** Any borrowing of money or notes by the Land Bank shall be approved by the Board of Trustees.

**Section 8.02. Checks, Drafts, Notes, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Land Bank shall be signed by such officer or officers, agent or agents, of the Land Bank and in such other manner as may from time to time be determined by resolution of the Board of Trustees. In the absence of such determination by the Board of Trustees, such instruments shall be signed by the Region 1 Planning Council Executive Director and countersigned by the Treasurer of the Land Bank. The Board of Trustees shall require all individuals who handle funds of the Land Bank to qualify for a security bond to be obtained by the Land Bank, at the expense of the Land Bank, in an amount not less than \$100,000.00.

**Section 8.03. Deposits.** All funds of the Land Bank shall be deposited from time to time to the credit of the Land Bank in such banks, trust companies or other depositories as the Region 1 Planning Council, as fiscal agent, may direct.

**Section 8.04. Gifts.** The Land Bank may acquire by gift, bequest, or devise any real or personal property or interests in real or personal property for the general purposes or for any special purpose of the Land Bank on terms and conditions and in a manner the Board of Trustees considers appropriate.

## **ARTICLE IX**

### **BOOKS, RECORDS, AND FINANCES**

**Section 9.01. Land Bank Records.** The Land Bank shall keep and maintain at its principal office, all documents and records of the Land Bank, which shall be available to the Members



upon request. The records shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

**Section 9.02. Annual Reports.** Not less than annually, the Land Bank shall file with the Members a report detailing the activities of the Land Bank, the total income and expenses of the Land Bank, an inventory of real property held by the Land Bank, and a list of employees of the Land Bank. The Land Bank shall provide any additional information as may be reasonably requested by the Members.

**Section 9.03. Freedom of Information Act.** To the extent that the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.*, applies to the Land Bank, the Secretary shall be the designated FOIA officer for all requests.

**Section 9.04. Establishment of Budget and Annual Contribution.** The Land Bank Board shall establish the Land Bank's budget annually and submit this budget to the Members for each Fiscal Year. The Budget may be amended by action of the Board. The Budget may provide for requested annual contributions, if any, from the Members, as approved by the Board.

**Section 9.05. Financing.** The Members may, but shall not be obligated to, grant or loan funds to the Land Bank for operations of the Land Bank. The Members may, but shall not be obligated to, enter into separate agreements with the Region 1 Planning Council for the performance of services, functions and responsibilities related to project or operations of the Land Bank.

**Section 9.06. Deposits and Investments.** The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Region 1 Planning Council, as fiscal agent.

**Section 9.07. Disbursements.** Disbursements of funds shall be in accordance with guidelines established by the Land Bank Board.

**Section 9.08. Financial Statements and Reports.** As the fiscal agent, the RPC shall include the Land Bank as a part of the annual audit of the Region 1 Planning Council. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

**Section 9.09. Fiscal Year.** The fiscal year of the Land Bank shall begin on July 1 of each year and end on the following June 30.

**ARTICLE X**  
**INDEMNITY AND INSURANCE**

**Section 10.01. General.** Notwithstanding any provision in this Agreement to the contrary, individuals who serve as Trustees, officers, employees and agents shall have all rights of indemnification and defense provided under law.

**Section 10.02. Third Party Actions.** The Land Bank shall hold harmless, defend and indemnify any person or Member, who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative (other than an action by or in the right of the Land Bank) by reason of the fact that he, she or it is or was a Trustee, officer, member, employee or agent of the Land Bank, or who is or was serving at the request of the Land Bank as a Trustee, officer, employee, or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Land Bank.

**Section 10.03. Insurance.** As the Land Bank's fiscal agent, the RPC shall purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Land Bank, or who is or was serving at the request of the Land Bank as a Trustee, officer, employee or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his or her status as such.

**Section 10.04. No Waiver of Governmental Immunity.** The Members agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Member of any governmental immunity provided under any applicable law.

**ARTICLE XI**  
**COMMENCEMENT ADDITIONAL MEMBERS AND WITHDRAWALS**

**Section 11.01. Commencement.** The Land Bank shall commence its existence as an intergovernmental entity when two (2) or more of the Members, whose names are set forth on Exhibit "A," attached to and made a part of this Agreement have, by acts of their Corporate Authorities, approved this Intergovernmental Agreement and By-Laws document. Once in existence, the initial term of the Land Bank shall be for the remainder of that portion of the fiscal year to come, which shall end June 30<sup>th</sup>.

**Section 11.02. Additional Members.** The Board of Trustees may admit Members as members of the Land Bank upon a concurrence of at least two-thirds (2/3) of all voting members of the Board of Trustees, appointed and serving. The Member may be admitted to membership under whatever terms and conditions the Board of Trustees shall establish, but such new Members shall be subject to at least the minimum requirements, which apply to all other Members.

**Section 11.03. Withdrawal as a Party.** Any Member to this Agreement shall have the right to withdraw as a party to this Agreement, and thereby terminate its participation in the Land Bank at the expiration of the first term and thereafter at any subsequent one-year term by giving sixty (60) calendar days advance written notice to all other parties to this Agreement. Upon the effective withdrawal of any Member to this Agreement, the Member so withdrawing will forfeit any and all rights to whatever funds or other assets the Member has contributed to the Land Bank. To the extent that any withdrawing Member incurs an obligation to the Land Bank prior to withdrawal, said Member shall remain legally and financially responsible for that obligation after withdrawal.

**Section 11.04. Expulsion of Members.** By the concurring vote of at least two-thirds (2/3) of the entire voting members of the Board of Trustees, in each case appointed and serving, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons: (a) Failure to make payments due to the Land Bank; (b) Failure to transfer property to the Land Bank which it had previously agreed in writing to do; (c) Failure to maintain or clear property, prior to transfer to the Land Bank or at any time for which it had made a written pledge to carry out such activities; (d) Failure to carry out any obligation of a Member which impairs the ability of the Land Bank to carry out its purpose or powers. No Member may be expelled except after notice from the Presiding Officer of the alleged failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board of Trustees before any decision is made as to whether the expulsion shall take place. The Board shall set the date for hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final in the absence of fraud or a gross abuse of discretion. The Board of Trustees shall select the date at which the expulsion of the Member shall be effective. If the motion to expel the Member, made by the Board of Trustees or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place thirty (30) days after the date of the vote of the Board of Trustees expelling the Members. A motion to expel a Member for the reasons set forth in Subsection (a) or Subsection (d) or more than one failure to cure may be made and be effective immediately after the vote of the Board of Trustees expelling the Member. After expulsion, the former Member shall continue to be fully obligated for its portion of any payments due to the Land Bank or other obligations which were created during the time of its membership.

## **ARTICLE XII**

### **AMENDMENTS TO AGREEMENT**

**Section 12.01. Amendments.** Any amendments to this Agreement shall be in writing and shall have a concurrence of at least two-thirds (2/3) of all voting Trustees, appointed and serving.

**ARTICLE XIII**  
**DURATION, TERMINATION AND DISSOLUTION OF AGREEMENT**

**Section 13.01. Duration of Agreement.** Except for the initial period of the Land Bank's existence, which extends until the beginning of the first complete fiscal year on July 1<sup>st</sup>, this Agreement shall remain in full force and effect for periods of one (1) fiscal year. At the beginning of each fiscal year, the Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement.

**Section 13.02. Decision to Dissolve.** A decision to dissolve the Land Bank and to distribute the Land Bank's assets in a particular manner in accordance with this Agreement shall require a concurring vote of at least two-thirds (2/3) of all voting members of the Board of Trustees, appointed and serving, and provided that written notice of such meeting has included a full description of the plan of dissolution.

**Section 13.03. Dissolution and Distribution of Assets.** In the event this Agreement is terminated, the Land Bank shall dissolve and conclude its affairs, first paying all of the Authorities' debts, liabilities, and obligations to its creditors and then paying any expenses incurred in connection with the termination of the Land Bank. If any assets remain, they shall be distributed to any successor entity, subject to a concurring vote of at least two-thirds (2/3) of the entire voting members of the Board of Trustees in each case appointing and serving. In the event that no successor entity exists, the remaining assets shall be distributed to the Members or in a manner as otherwise agreed upon by them.

**ARTICLE XIV**  
**MISCELLANEOUS**

**Section 14.01. Notices.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Member shall be sent to that Member by first-class mail. All correspondence shall be considered delivered to a Member as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail. Correspondence or notices shall be sent to the persons and addresses indicated below or to such other addresses as a Member shall notify the other Members of in writing pursuant to the provisions of this section:

If to Winnebago County:

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If to Boone County:

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If to City of Rockford:

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If to City of Belvidere:

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If to the \_\_\_\_\_:

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**Section 14.02. Entire Agreement.** This Agreement sets forth the entire agreement between the Members and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. The terms and conditions of this Agreement are contractual.

**Section 14.03. Interpretation of Agreement.** All powers granted to the Land Bank under this Agreement shall be interpreted broadly to effectuate the intent and purposes of the Agreement and not to serve as a limitation of powers. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning and not construed strictly for or against any Member.

**Section 14.04. Severability of Provisions.** The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

**Section 14.05. Governing Law.** This Agreement is made and entered into in the State of Illinois and shall in all respects be interpreted, enforced, and governed under the laws of the State of Illinois without regard to the doctrines of conflict of laws. Jurisdiction and agreed upon venue shall be in the Circuit Court of Winnebago County.

**Section 14.06. Captions and Headings.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

**Section 14.07. Terminology.** All terms and words used in this Agreement, regardless of the number, are deemed to include any other number as the context may require.

**Section 14.08. Effective Date.** This Agreement shall become effective as of the date of approval below.

**Section 14.09. Binding Land Bank.** The individuals executing this Agreement on behalf of the Members represent that they have the legal power, right, and actual Land Bank to bind their respective Member to the terms and conditions of this Agreement.

**Section 14.10. Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

[REMAINDER LEFT BLANK]

This Intergovernmental Contract and By-Laws Agreement was Approved by the Corporate Authorities of the \_\_\_\_\_ of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor/President/Chairman

\_\_\_\_\_  
Attest

**EXHIBIT A**

LIST OF MEMBERS

County of Winnebago, Illinois

County of Boone, Illinois

City of Rockford, Illinois

City of Belvidere, Illinois



RESOLUTION #:  
A RESOLUTION APPOINTING  
JOHN WOLF AS A TRUSTEE TO  
THE NORTHERN ILLINOIS LAND BANK AUTHORITY

WHEREAS, the Northern Illinois Land Bank Authority (the Land Bank) was created by intergovernmental agreement; and

WHEREAS, the City of Belvidere authorized the creation of the Land Bank and execution of the intergovernmental agreement by Resolution #2085-2018; and

WHEREAS, Section 5.01 of the intergovernmental agreement provides that "As a Member, the City of Belvidere's Mayor shall appoint by resolution of its governing body one (1) representatives to serve for a three-year term as Trustee of the Land Bank."

**IT IS THEREFORE RESOLVED**, by the Mayor and City Council of the City of Belvidere as follows:

- 1) The Corporate Authorities of the City of Belvidere hereby appoint Mr. John Wolf as the City of Belvidere's appointed trustee to the Northern Illinois Land Bank Authority.

Approved:

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Mayor

Attest:

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City Clerk

Ayes:        .

Nays:         .