

State of Illinois) SS  
Belvidere, Illinois)

BELVIDERE CITY COUNCIL  
REGULAR MEETING  
AGENDA

December 3, 2018

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

(1) Roll Call:

(2) Pledge of Allegiance:  
Invocation:

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

(4) Approval of minutes of the regular meeting of the Belvidere City Council of  
November 19, 2018; as presented.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Belvidere Police Department Overtime Report November 6, 2018 through  
November 19, 2018.

(B) Belvidere Fire Department Overtime Report of November 7, 2018 through  
November 20, 2018.

(C) Minutes of Committee of the Whole – Public Safety and Finance and  
Personnel of November 26, 2018.

(9) Unfinished Business:

(A) Ord. #433H – 2<sup>nd</sup> Reading: An Ordinance Amending Chapter 150, Zoning  
Ordinance of the Municipal Code (Animated Signage in the NO, PO and NB  
Districts).

(B) Ord. #434H – 2<sup>nd</sup> Reading: An Ordinance Granting a Special Use to Permit  
an Animated Sign within the NB, Neighborhood Business District  
(221 W. Locust Street).

- (C) Ord. #435H – 2<sup>nd</sup> Reading: An Ordinance Amending Chapter 150, Zoning Ordinance of the Municipal Code (Private Residential Coop).
- (D) Ord. #436H – 2<sup>nd</sup> Reading: An Ordinance Granting a Special Use to Permit In-Vehicle Sales or Service within the PB, Planned Business District (2195 North State Street).
- (E) Ord. #437H – 2<sup>nd</sup> Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment (Bar with Video Gaming) within the CB, Central Business District (105 Buchanan Street).

(10) New Business:

- (A) Ord. #438H – 1<sup>st</sup> Reading: An Ordinance Levying Taxes for all Corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2018 and ending April 30, 2019.
- (B) Ord. #439H – 1<sup>st</sup> Reading: An Ordinance Making a Levy and Providing for a Special Service Area #2 Tax in the City of Belvidere, Boone County, Illinois for the Fiscal year Beginning May 1, 2018 and Ending April 30, 2019.
- (C) Ord. #440H – 1<sup>st</sup> Reading: An Ordinance Making a Levy and Providing for a Special Service Area #3 Tax in the City of Belvidere, Boone County, Illinois for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019.
- (D) Ord. #441H – 1<sup>st</sup> Reading: An Ordinance Vacating a Remnant Alley Generally Lying North of the Union Pacific Railroad and Directly West of 315 S. State Street and 319 S. State Street in the City of Belvidere, Illinois.
- (E) Res. #2085-2018: A Resolution Authorizing the Execution of an Intergovernmental Agreement for the Creation of the Northern Illinois Land Bank Authority.
- (F) Res. #2086-2018: A Resolution Amending the Sexual Harassment Policy as Required by Public Act 100-0554.

Motions forwarded from Committee of the Whole – Public Safety and Finance and Personnel of November 26, 2018.

Motions of Finance and Personnel Chairman Ratcliffe:

- (A) Motion to approve the renewal for CY2019 with Blue Cross Blue Shield for medical and self-funding dental for City of Belvidere employees.
- (B) Motion to accept the Boone County Community Foundation Grant in the amount of \$4,000.
- (C) Motion to approve renewing a three year contract with Sikich LLP for auditing services.

- (D) Motion to approve the 2018 Tax Levy Request from the Belvidere Fire Pension Fund. (This request will be levied as part of the 2018 Tax Levy Ordinance).
- (E) Motion to approve the 2018 Tax Levy Request from the Belvidere Police Pension Fund. (This request will be levied as part of the 2018 Tax Levy Ordinance).
- (F) Motion to approve the estimated tax levy of \$5,878,157 as announced by the Finance Director.
- (G) Motion to approve the appointment of Carl Gnewuch to the Planning and Zoning Commission.

Motions of Public Works Chairman Brooks:

- (H) Motion to approve the proposal from Soil and Material Consultants Inc. to complete the soil borings for the Appleton Forcemain Extension at a lump sum cost of \$3,154. This work will be paid for from line item #61-5-820-6190.

(11) Adjournment:

State of Illinois SS  
Belvidere, Illinois

**Belvidere City Council  
Regular Session  
Minutes**

Date: November 19, 2018

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

Call to order by Mayor Chamberlain.

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

Alderman Borowicz arrived at 7:02 p.m.

Other staff members in attendance:

Budget and Finance Director Becky Tobin, Building Inspector Johnathan Landers,  
City Treasurer Thornton, Public Works Director Brent Anderson, Community  
Development Planner Gina DelRose, Fire Chief Hyser, Police Chief Woody,  
City Attorney Drella and City Clerk Arco.

- (2) Pledge of Allegiance:  
Invocation:

- (3) Public Comment: Sherry Branson had registered to speak but left before this part of  
the agenda.

- (4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of  
November 5, 2018; as presented.

Motion by Ald. Brooks, 2<sup>nd</sup> by Ald. Porter to approve the minutes of the regular meeting  
of the Belvidere City Council of November 5, 2018. Roll Call Vote: 10/0 in favor.  
Ayes: Brooks, Crawford, Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens  
and Borowicz. Nays: None. Motion carried.

- (5) Public Hearing: None.

(6) Special Messages: Mayor Chamberlain reported the Salvation Army would be hosting a Thanksgiving Dinner on November 20, 2018 from 4 p.m. to 7 p.m.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$ 3,538,276.21  
Water & Sewer Fund Expenditures: \$ 932,253.30

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Ratcliffe to approve the General & Special Fund Expenditures in the amount of \$3,538,276.21. Roll Call Vote: 10/0 in favor. Ayes: Crawford, Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz and Brooks. Nays: None. Motion carried.

Motion by Ald. Sanderson, 2<sup>nd</sup> by Ald. Brooks to approve Water & Sewer Fund Expenditures in the amount of \$932,253.30. Roll Call Vote: 10/0 in favor. Ayes: Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks and Crawford. Nays: None. Motion carried.

(8) Committee Reports & Minutes of City Officers:

- (A) Belvidere Police Department Overtime Report of October 23, 2018 through November 5, 2018.
- (B) Belvidere Fire Department Overtime Report of October 24, 2018 through November 6, 2018.
- (C) Monthly General Fund Report for October 2018.
- (D) Monthly Treasurer's Report for October 2018.
- (E) Monthly Water/Sewer Report for October 2018.
- (F) Monthly Building Department Revenue Report for October 2018.
- (G) Monthly Community Development/Planning Department Report for October 2018.
- (H) Minutes of Planning and Zoning Commission of November 13, 2018.

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

- (I) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of November 13, 2018.

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Brooks to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of November 13, 2018. Roll Call Vote: 10/0 in favor. Ayes: Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford and Frank. Nays: None. Motion carried.

(9) Unfinished Business:

- (A) Ord. #431H – 2<sup>nd</sup> Reading: An Ordinance Authorizing the Sale of a Municipal Parking Lot. Tabled November 5, 2018.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Crawford to remove Ord. #431H from the table. Roll Call Vote: 10/0 in favor. Ayes: Porter, Ratcliffe, Sanderson, Snow, Stevens, Borowicz, Brooks, Crawford, Frank and Freeman. Nays: None. Motion carried.

Courtney Prentice of Rally Appraisal reported on the appraisal.

Motion by Ald. Stevens, 2<sup>nd</sup> by Ald. Porter to amend to lease the parking lot for \$1,000 per year. Roll Call Vote: 2/8 in favor. Ayes: Stevens and Porter. Nays: Ratcliffe, Sanderson, Snow, Borowicz, Brooks, Crawford, Frank and Freeman. Motion lost.

Original motion by Ald. Snow, 2<sup>nd</sup> by Ald. Brooks to pass Ord. #431H. Roll Call Vote: 8/2 in favor. Ayes: Sanderson, Snow, Borowicz, Brooks, Crawford, Frank, Freeman and Ratcliffe. Nays: Stevens and Porter. Motion carried.

(10) New Business:

- (A) Ord. #433H – 1<sup>st</sup> Reading: An Ordinance Amending Chapter 150, Zoning Ordinance of the Municipal Code (Animated Signage in the NO, PO and NB Districts).
- (B) Ord. #434H -1<sup>st</sup> Reading: An Ordinance Granting a Special Use to Permit an Animated Sign within the NB, Neighborhood Business District (221 W. Locust Street).
- (C) Ord. #435H – 1<sup>st</sup> Reading: An Ordinance Amending Chapter 150, Zoning Ordinance of the Municipal Code (Private Residential Coop).
- (D) Ord. #436H – 1<sup>st</sup> Reading: An Ordinance Granting a Special Use to Permit In-Vehicle Sales or Service within the PB, Planned Business District (2195 North State Street).
- (E) Ord. #437H – 1<sup>st</sup> Reading: An Ordinance Granting a Special Use to Allow Indoor Commercial Entertainment (Bar with Video Gaming) within the CB, Central Business District (105 Buchanan Street).

Let the record show Ordinances #433H, #434H, #435H, #436H and #437H were placed on file for first reading.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of November 13, 2018.

- (A) Motion to approve the proposal from CES to complete the design engineering for the Bellwood and High School Detention Projects in the amount of \$38,750. This work will be paid for from Capital Funds. Roll Call Vote: 10/0 in favor. Ayes: Snow, Stevens, Borowicz, Brooks, Crawford, Frank, Freeman, Porter, Ratcliffe and Sanderson. Nays: None. Motion carried.
- (B) Motion to approve the work authorization from CES, Inc. at a cost of \$28,225 for design engineering of the 6<sup>th</sup> Street Low Flow Channel. This work will be paid for from line item #01-5-751-8058. Roll Call Vote: 10/0 in favor. Ayes: Stevens, Borowicz, Brooks, Crawford, Frank, Freeman, Porter, Ratcliffe, Sanderson and Snow. Nays: None. Motion carried.
- (C) Motion to approve purchase of a 2018 Dodge Journey, in the amount of \$21,968.94 from the Jack Wolf Auto Group. This vehicle will be paid for from line item #61-1750.

(11) Executive Session: Litigation, pending, probable or imminent pursuant to Section 2 (c) (11) of the Open Meetings Act – Jamal Chaudhary.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Porter to move into executive session at 7:34 p.m. to discuss Litigation, pending, probable or imminent pursuant to Section 2 (c) (11) of the Open Meetings Act – Jamal Chaudhary. Roll Call Vote: 10/0 in favor. Ayes: Borowicz, Brooks, Crawford, Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow and Stevens. Nays: None. Motion carried.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Sanderson to move out of executive session at 8 p.m. Roll Call Vote: 10/0 in favor. Ayes: Brooks, Crawford, Frank, Freeman, Porter, Ratcliffe, Sanderson, Snow, Stevens and Borowicz. Nays: None. Motion carried.

(12) Adjournment:

Motion by Ald. Crawford, 2<sup>nd</sup> by Ald. Brooks to adjourn the meeting at 8:01 p.m. Aye voice vote carried. Motion carried.

\_\_\_\_\_ Mayor

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


# Belvidere Police Department Payroll Report

Dept: 1790

11/20/2018

For Overtime Incurred between 11/6/18 and 11/19/18

<b>Last Name:</b>	<b>Employee ID:</b>	<b>Total Hours:</b>	<b>Total Overtime Pay:</b>
Ball	00739	14	\$779.73
Bell	00813	3	\$167.09
Berillo	00941	5.5	\$250.22
Bird	00793	16.5	\$918.97
Blankenship	00729	4	\$222.78
Dammon	00657	4	\$249.54
Danielak	00996	10.75	\$440.21
Delavan	00848	14.5	\$807.58
Derry	00816	20.5	\$1,141.75
Garcia	00988	1	\$42.08
Jones	00772	17.75	\$988.59
Kaplan	00858	8	\$445.56
King	00868	7.5	\$387.00
Kirk	00888	4	\$206.40
Parker, B	00686	17	\$946.82
Polnow	00886	6	\$374.31
Smaha	00659	14.25	\$888.99
Staples	00703	4	\$249.54
Washburn	00784	14	\$873.39
Worley	00992	3	\$122.85
Zapf	00934	9	\$409.46
<b>Totals:</b>		<b>198.25</b>	<b>\$10,912.83</b>



**Shane Woody**  
**Chief of Police**



**Belvidere Fire Department**  
**Overtime Report**  
**Date Between {11/07/2018} And {11/20/2018}**

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay
<b>00866 Beck, Mark E</b>							
11/08/2018	17:30		OT	CPRI C.P.R. Instruction	4.00	4.00	155.08
11/10/2018	07:30		OT	CPRI C.P.R. Instruction	3.00	3.00	116.31
11/13/2018	10:00		OT	TRE EMS Training	2.00	2.00	77.54
11/14/2018	05:30		OT	TRD Dive/Water Rescue	4.30	4.30	166.71
11/14/2018	10:00		OT	TRE EMS Training	2.00	2.00	77.54
<b>Staff Member Totals:</b>					<b>15.30</b>	<b>15.30</b>	<b>593.18</b>
<b>00787 Cunningham, Chad L</b>							
11/16/2018	07:00		OT	TRO Officer Training	3.00	3.00	116.31
11/19/2018	07:00		OT	TRO Officer Training	8.00	0.00	0.00
<b>Staff Member Totals:</b>					<b>11.00</b>	<b>3.00</b>	<b>116.31</b>
<b>00971 Heiser, Bradley Donald</b>							
11/14/2018	18:00		OT	TRTM TEMS Training	3.00	3.00	96.63
<b>Staff Member Totals:</b>					<b>3.00</b>	<b>3.00</b>	<b>96.63</b>
<b>00601 Holmes, Gregory A</b>							
11/16/2018	07:00		OT	TRO Officer Training	3.00	3.00	139.56
<b>Staff Member Totals:</b>					<b>3.00</b>	<b>3.00</b>	<b>139.56</b>
<b>00881 Kriebs, James J</b>							
11/08/2018	13:00		OT	INR Reimbursable Plan	3.00	3.00	115.74
<b>Staff Member Totals:</b>					<b>3.00</b>	<b>3.00</b>	<b>115.74</b>
<b>00828 Letourneau, Chris R</b>							
11/16/2018	07:00		OT	TRO Officer Training	3.00	3.00	132.45
<b>Staff Member Totals:</b>					<b>3.00</b>	<b>3.00</b>	<b>132.45</b>
<b>00993 Mead, Stephen C.</b>							
11/07/2018	09:00		OT	TREP Initial Paramedic	7.00	7.00	196.98
11/08/2018	07:00		OT	TREP Initial Paramedic	6.75	6.75	189.94
11/14/2018	05:30		OT	TRD Dive/Water Rescue	4.75	4.75	133.66
11/14/2018	09:00		OT	TREP Initial Paramedic	7.00	7.00	196.98
11/19/2018	09:00		OT	TREP Initial Paramedic	7.00	7.00	196.98
11/20/2018	07:00		OT	TREP Initial Paramedic	8.00	8.00	225.12
<b>Staff Member Totals:</b>					<b>40.50</b>	<b>40.50</b>	<b>1139.67</b>
<b>00755 Oates, Joshua A</b>							
11/10/2018	07:00		OT	TRTM TEMS Training	5.00	5.00	191.95
<b>Staff Member Totals:</b>					<b>5.00</b>	<b>5.00</b>	<b>191.95</b>
<b>00958 Pavlatos, Gregory R</b>							
11/10/2018	07:00		OT	TRTM TEMS Training	5.00	5.00	159.45
<b>Staff Member Totals:</b>					<b>5.00</b>	<b>5.00</b>	<b>159.45</b>
<b>00631 Scarpetta, Michael A</b>							
11/07/2018	07:00		OT	TRO Officer Training	24.00	24.00	925.92

**Belvidere Fire Department**  
**Overtime Report**  
**Date Between {11/07/2018} And {11/20/2018}**

Date	Time	Incident	Pay Type	Activity Type	Hours Wkd	Hrs Paid	Pay
00631		Scarpetta, Michael A					
				<b>Staff Member Totals:</b>	<b>24.00</b>	<b>24.00</b>	<b>925.92</b>
00781		Swanson, Jason A					
11/14/2018	05:30		OT	TRD Dive/Water Rescue	4.75	4.75	184.15
				<b>Staff Member Totals:</b>	<b>4.75</b>	<b>4.75</b>	<b>184.15</b>
00969		Tangye, Travis N					
11/13/2018	09:45		OT	IN Inspection Bureau	5.75	5.75	185.20
				<b>Staff Member Totals:</b>	<b>5.75</b>	<b>5.75</b>	<b>185.20</b>
00556		Wilcox, Craig A					
11/07/2018	07:00		OT	TRO Officer Training	24.00	24.00	1069.92
				<b>Staff Member Totals:</b>	<b>24.00</b>	<b>24.00</b>	<b>1069.92</b>
00629		Zumbragel, Mark J					
11/16/2018	07:00		OT	TRO Officer Training	3.00	3.00	139.26
				<b>Staff Member Totals:</b>	<b>3.00</b>	<b>3.00</b>	<b>139.26</b>
				<b>All Staff Member Totals:</b>	<b>150.30</b>	<b>142.30</b>	<b>5,189.40</b>

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

Minutes  
Committee of the Whole  
Public Safety and Finance and Personnel  
November 26, 2018 6:00 p.m.

Call to Order - Mayor Mike Chamberlain:

Aldermen Present: R. Brooks, W. Frank, M. Freeman,  
T. Porter, M. Sanderson, D. Snow  
and C. Stevens.

Alderman Absent: M. Borowicz, G. Crawford and  
T. Ratcliffe.

Also in attendance:

Budget and Finance Director Becky Tobin,  
Public Works Director Brent Anderson, Community Development  
Planner Gina DelRose, Fire Chief Hyser, Captain Holmes,  
Police Chief Woody, City Attorney Drella and City Clerk  
Arco.

Public Comment: Fire Chief Hyser recognized Captain  
Greg Holmes for his service to the City  
of Belvidere.

Public Forum: None.

Reports of Officers, Boards and Special Committees:

1. Public Safety, Unfinished Business: None.
2. Public Safety, New Business: None.
3. Finance & Personnel, Unfinished Business: None.
4. Finance & Personnel, New Business:

(A) Health Renewal CY2019 - Tim Knauf of Gallagher  
Williams-Manny.

Motion by Ald. Sanderson, 2<sup>nd</sup> by Ald. Porter to approve the  
renewal for CY2019 with Blue Cross Blue Shield for medical  
and self-funding dental for City of Belvidere employees.  
Aye voice vote carried. Motion carried.

(B) Boone County Community Foundation \$4,000 Grant.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Brooks to accept the Boone County Community Foundation Grant in the amount of \$4,000. Aye voice vote carried. Motion carried.

(C) Sikich LLP - Re-appointment of Independent Auditors.

Motion by Ald. Brooks, 2<sup>nd</sup> by Ald. Frank to approve renewing a three year contract with Sikich LLP for auditing services. Aye voice vote carried. Motion carried.

(D) 2018 Tax Levy Request from the Belvidere Fire Pension Fund.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Brooks to approve the 2018 Tax Levy Request from the Belvidere Fire Pension Fund. Aye voice vote carried. Motion carried.

(E) 2018 Tax Levy Request from the Belvidere Police Pension Fund.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Sanderson to approve the 2018 Tax Levy Request from the Belvidere Police Pension Fund. Aye voice vote carried. Motion carried.

(F) Announcement of Estimated Tax Levy for Tax Year 2018.

Motion by Ald. Sanderson, 2<sup>nd</sup> by Ald. Snow to approve the estimated tax levy of \$5,878,157 as announced by the Finance Director. Aye voice vote carried. (Nay vote Alderman Stevens) Motion carried.

5. Other:

(A) Appointment of Carl Gnewuch to the Planning and Zoning Commission.

Motion by Ald. Freeman, 2<sup>nd</sup> by Ald. Porter to approve the appointment of Carl Gnewuch to the Planning and Zoning Commission. Aye voice vote carried. Motion carried.

(B) Derrick Vail - Carry-over unused vacation hours.

Motion by Ald. Snow, 2<sup>nd</sup> by Ald. Brooks to allow the carry-over of 57 hours of unused vacation hours for Derrick Vail. Nay voice vote carried. Motion lost.

(C) Soil Borings - Appleton Forcemain Extension.

Motion by Ald. Sanderson, 2<sup>nd</sup> by Ald. Snow to approve the proposal from Soil and Material Consultants Inc. to complete the soil borings for the Appleton Forcemain Extension at a lump sum cost of \$3,154. This work will be paid for from line item #61-5-820-6190. Aye voice vote carried. Motion carried.

(D) Amending City's Harassment Policy.

Motion by Ald. Sanderson, 2<sup>nd</sup> by Ald. Porter to approve forwarding to City Council a Resolution amending specific time frames within our Harassment Policy to the applicable statutes or regulations. Aye voice vote carried. Motion carried.

(E) An Agreement to Establish the Northern Illinois Land Bank Authority.

Motion by Ald. Freeman, 2<sup>nd</sup> by Ald. Snow to approve forwarding to City Council a Resolution for An Agreement to Establish the Northern Illinois Land Bank Authority thru an Intergovernmental Agreement and By-Laws. Aye voice vote carried. Motion carried.

6. Adjournment:

Motion by Ald. Sanderson, 2<sup>nd</sup> by Ald. Stevens to adjourn at 6:58 p.m. Aye voice vote carried. Motion carried.

\_\_\_\_\_  
Mayor

Attest:

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

**Ordinance No. 438H**

**TAX LEVY ORDINANCE**

An ordinance levying taxes for all corporate purposes for the City of Belvidere, Boone County, Illinois for the fiscal year beginning May 1, 2018 and ending April 30, 2019.

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

Section 1: That a tax for the following sums of money, or as much thereof as may be authorized by law to defray all expenses and liabilities of the City of Belvidere, be and the same is hereby levied for the purposes specified against all taxable property in the City of Belvidere for the year 2019.

Section 2: That Attachment "A" to this ordinance shall be considered as part of this ordinance as if entirely written within this ordinance and the attachment contains the amount levied for each object or purpose under the heading "Amounts to be Raised by Tax Levy".

Section 3: The following is a summary of the total taxes to be levied:

<u>Levy Description</u>		<u>Amount</u>
Corporate Purpose	(65 ILCS 5/8-3-1)	1,743,657
Fire Protection	(65 ILCS 5/11-7-1)	20,000
Police Protection	(65 ILCS 5/11-1-3)	20,000
Audit	(65 ILCS 5/8-8-8)	20,000
Special Road & Bridge	(65 ILCS 5/11-81-1 & 2)	70,000
Street Lighting	(65 ILCS 5/11-80-5)	210,000
Public Benefit	(65 ILCS 5/9-2-39 & 49)	40,000
Pension (IMRF)	(40 ILCS 5/7-171)	65,000
Pension (Firefighters)	(40 ILCS 5/4-118)	1,036,418
Pension (Police)	(40 ILCS 5/3-125)	1,237,250
Refuse (Landfill/Recycling)	(65 ILCS 5/11-19-4)	50,000
Liability Insurance	(745 ILCS 10/9-107)	310,000
Tort	(745 ILCS 10/9-107)	75,000
Emergency Service & Disaster	(65 ILCS 5/8-3-16)	7,000
FICA & Medicare	(65 ILCS 5/21-110)	200,000
Forestry	(65 ILCS 5/11-73-1)	40,000
TOTAL for City		<u>5,144,325</u>
Library	(75 ILCS 5/3-1 & 4)	733,832
TOTAL LEVY		<u>5,878,157</u>

Section 4: The City Clerk shall make and file with the County Clerk of Boone County, a duly certified copy of this ordinance and that the amount levied by the attachment to this ordinance is required by the City of Belvidere and extended upon the appropriate tax books for the fiscal year of the City of Belvidere beginning May 1, 2018, and ending April 30, 2019.

Section 5: If any section, subdivision, sentence, clause, or part of the attachment to this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 6: This ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

Passed by the Council of the City of Belvidere, Illinois, at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2018, and approved by me as Mayor on the same day.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_  
Michael W. Chamberlain, Mayor

ATTEST: \_\_\_\_\_  
Shauna Arco, City Clerk

Attachment A (Levy Ordinance # 438H)

	Account #	Budget FY 19	Amounts to be received from other sources	Amounts to be Raised by Tax Levy
Salaries - Elected Officials	01-5-110-5000	214,542		
Salaries - Regular - FT	01-5-110-5010	230,962		75,000
Group Health Insurance	01-5-110-5130	518,757		360,000
Health Ins Claims Paid	01-5-110-5131	35,000		10,000
Group Life Insurance	01-5-110-5132	1,450		
Health Insurance Reimbursement	01-4-110-4540	(160,588)		
Meeting & Conferences	01-5-110-5154	14,850		
Subscriptions/Ed Materials	01-5-110-5156	650		
<b>Gen Admin Personnel &amp; Benefit Expenses</b>		<b>855,623</b>	<b>410,623</b>	<b>445,000</b>
Repairs/Maint - Bldgs	01-5-110-6010	24,200		
Repairs/Maint - Equip	01-5-110-6020	5,000		
Legal	01-5-110-6110	22,000		10,000
Other Professional Services	01-5-110-6190	5,000		
Telephone	01-5-110-6200	21,630		0
Codification	01-5-110-6225	2,000		
Other Communications	01-5-110-6290	3,330		
<b>Gen Admin Contractual Expenses</b>		<b>83,160</b>	<b>73,160</b>	<b>10,000</b>
Office Supplies	01-5-110-7020	56,500		
Gas and Oil	01-5-110-7030	170,000		
Other Supplies	01-5-110-7800	6,800		
<b>Gen Admin Supplies Expenses</b>		<b>233,300</b>	<b>233,300</b>	<b>0</b>
Miscellaneous Expense	01-5-110-7900	79,930	79,930	
Operating Transfers Out	01-5-110-9999	599,243	599,243	
		679,173	679,173	0
<b>Total General Administration Expenses</b>		<b>1,851,256</b>	<b>1,396,256</b>	<b>455,000</b>
<b>General Fund - Audit Department</b>				
Accounting & Auditing	01-5-130-6100	36,500		20,000
<b>TOTAL - AUDIT DEPARTMENT</b>		<b>36,500</b>	<b>16,500</b>	<b>20,000</b>
<b>General Fund - IMRF Department</b>				
IMRF Premium Expense	01-5-140-5120	179,872		65,000
<b>TOTAL - IMRF DEPARTMENT</b>		<b>179,872</b>	<b>114,872</b>	<b>65,000</b>
<b>General Fund - Social Security Department</b>				
FICA Expense	01-5-150-5110	217,739		200,000
Medicare Expense	01-5-150-5112	138,284		
<b>TOTAL - SOCIAL SECURITY DEPT</b>		<b>356,023</b>	<b>156,023</b>	<b>200,000</b>
<b>General Fund - Liability Insurance Dept</b>				
Insurance Premium	01-5-160-6800	488,060		310,000
<b>TOTAL - LIABILITY INSURANCE DEPT</b>		<b>488,060</b>	<b>178,060</b>	<b>310,000</b>



<b>Police Department</b>	<b>Account #</b>	<b>Budget FY 19</b>	<b>Amounts to be received from other sources</b>	<b>Amounts to be Raised by Tax Levy</b>
Salary - Regular - FT	01-5-210-5010	3,533,117		20,000
Overtime	01-5-210-5040	400,000		205,948
Police Pension	01-5-210-5122	1,181,417		1,237,250
Health Insurance	01-5-210-5130	911,807		364,959
Dental Claims	01-5-210-5131	50,000		
Uniform Allowance	01-5-210-5140	72,367		
Training	01-5-210-5152	83,305		
<b>Police Dept Personnel &amp; Benefit Expenses</b>		<b>6,232,013</b>	<b>4,403,856</b>	<b>1,828,157</b>
Repair/Maint-Equipment	01-5-210-6020	20,656		
Repair/Maint-Vehicles	01-5-210-6030	99,050		70,000
Telephone/Utilities	01-5-210-6200	43,800		
Physical Exams	01-5-210-6810	2,135		
Community Policing	01-5-210-6816	9,500		
K 9 Program Expenses	01-5-210-6818	5,550		
Sex Offender State Disburse	01-5-210-6835	3,250		
<b>Police Department - Contractual Expenses</b>		<b>183,941</b>	<b>113,941</b>	<b>70,000</b>
Office Supplies	01-5-210-7020	10,850		
Gas & Oil	01-5-210-7030	100,000		
Operating Supplies	01-5-210-7040	45,185		
Miscellaneous Expense	01-5-210-7900	40,800		
<b>Police Department - Supplies Expense</b>		<b>196,835</b>	<b>196,835</b>	<b>0</b>
Equipment	01-5-210-8200	74,830	74,830	
Vehicles	01-5-210-8300	0		
<b>TOTAL POLICE DEPARTMENT</b>		<b>6,687,619</b>	<b>4,789,462</b>	<b>1,898,157</b>
<b>Public Safety Building Department</b>				
Salaries - Regular - FT	01-5-215-5010	708,098		
Other (FICA & IMRF)	01-5-215-5079	124,979		
Other Contractual Services	01-5-215-6890	283,232		
<b>TOTAL PUBLIC SAFETY DEPARTMENT</b>		<b>1,116,309</b>	<b>1,116,309</b>	<b>0</b>
<b>Fire Department</b>				
Salaries - Regular - FT	01-5-220-5010	2,157,165		20,000
Overtime	01-5-220-5040	183,250		100,000
Fire Pension	01-5-220-5124	1,001,132		1,036,418
Health Insurance	01-5-220-5130	507,253		350,000
Dental Insurance	01-5-220-5131	32,000		
Uniform Allowance	01-5-220-5140	32,300		
Training	01-5-220-5152	20,600		
<b>Fire Dept Personnel &amp; Benefits Expenses</b>		<b>3,933,700</b>	<b>2,427,282</b>	<b>1,506,418</b>
Repair/Maint-Bldg	01-5-220-6010	42,350		
Repair/Maint-Equipment	01-5-220-6020	14,200		
Repair/Maint-Vehicles	01-5-220-6030	53,500		30,000
Telephone/Utilities	01-5-220-6200	15,240		
Physical Exams	01-5-220-6810	2,500		
Fire Prevention	01-5-220-6822	12,000		
Emergency Med Supplies	01-5-220-6824	11,500		
<b>Fire Department - Contractual Expenses</b>		<b>151,290</b>	<b>121,290</b>	<b>30,000</b>
Office Supplies	01-5-220-7020	14,100		
Gas & Oil	01-5-220-7030	20,000		
Operating Supplies	01-5-220-7040	8,000		
Miscellaneous Expense	01-5-220-7900	1,000		
<b>Fire Department - Supplies Expenses</b>		<b>43,100</b>	<b>43,100</b>	<b>0</b>
Equipment	01-5-220-8200	25,000		
<b>TOTAL FIRE DEPARTMENT</b>		<b>4,153,090</b>	<b>2,616,672</b>	<b>1,536,418</b>

	Account #	Budget FY 19	Amounts to be received from other sources	Amounts to be Raised by Tax Levy
<b>Police &amp; Fire Commission Department</b>				
Physical Exams	01-5-225-6810	16,500		
Other Contractual Services	01-5-225-6890	10,015		
<b>TOTAL - POLICE &amp; FIRE COMMISSION</b>		<b>26,515</b>	<b>26,515</b>	<b>0</b>
<b>Community Development</b>				
Salaries- Regular - FT	01-5-230-5010	252,208		
FICA	01-5-230-5079	19,294		
IMRF	01-5-230-5120	31,340		
Health Ins Expense	01-5-230-5130	98,917		
Dental Insurance	01-5-230-5131	5,000		
Training	01-5-230-5152	4,000		
Building Dept Personnel & Benefits Expense		410,759	410,759	0
Repair/Maint - Equip	01-5-230-6020	5,500		
Repair/Maint - Vehicles	01-5-230-6030	1,500		
Other Professional Services	01-5-230-6190	46,000		
Telephone	01-5-230-6200	3,000		
Postage	01-5-230-6210	2,000		
Printing & Publishing	01-5-230-6220	2,875		
Building Department - Contractual Expenses		60,875	60,875	0
Office Supplies	01-5-230-7020	7,100		
Gas & Oil	01-5-230-7030	1,700		
Miscellaneous Expense	01-5-230-7900	1,000		
Operating Transfer Out	01-5-230-9999	-		
Building Department - Supplies Expenses		9,800	9,800	0
<b>TOTAL BUILDING DEPARTMENT</b>		<b>481,434</b>	<b>481,434</b>	<b>0</b>
<b>Civil Defense Department</b>				
Miscellaneous Expense	01-5-240-7900	7,000		7,000
<b>TOTAL - CIVIL DEFENSE DEPARTMENT</b>		<b>7,000</b>	<b>0</b>	<b>7,000</b>

<b>Street Department</b>	<b>Account #</b>	<b>Budget FY 19</b>	<b>Amounts to be received from other sources</b>	<b>Amounts to be Raised by Tax Levy</b>
Salaries - Regular - FT	01-5-310-5010	623,098		142,750
Overtime	01-5-310-5040	40,000		
Health Insurance	01-5-310-5130	233,560		
Uniform Allowance	01-5-310-5140	15,000		
Training	01-5-310-5152	1,500		
<b>Street Dept - Personnel &amp; Benefits Expenses</b>		<b>913,158</b>	<b>770,408</b>	<b>142,750</b>
Repair/Maint - Storm Drain	01-5-310-6001	25,000		
Repair/Maint - St/Parking Lot	01-5-310-6002	95,000		70,000
Repair/Maint - Sidewalk/Curb	01-5-310-6003	40,000		20,000
Repair/Maint - Building	01-5-310-6010	13,000		
Repair/Maint - Equipment	01-5-310-6020	110,000		80,000
Repair/Maint - Traffic Signal	01-5-310-6024	30,000		
Telephone/Utilities	01-5-310-6200	6,500		
Leaf Clean-up/Removal	01-5-310-6826	12,000		
<b>Street Department - Contractual Expenses</b>		<b>331,500</b>	<b>161,500</b>	<b>170,000</b>
Office Supplies	01-5-310-7020	6,000		
Gas & Oil	01-5-310-7030	75,000		
Operating Supplies	01-5-310-7040	25,000		
Miscellaneous Expense	01-5-310-7900	2,000		
<b>Street Department - Supplies Expenses</b>		<b>108,000</b>	<b>108,000</b>	<b>0</b>
Equipment	01-5-310-8200	0		
<b>TOTAL STREET DEPARTMENT</b>		<b>1,352,658</b>	<b>1,039,908</b>	<b>312,750</b>
<b>Street Lighting</b>				
Repair/ Maint - Street Light	01-5-330-6022	40,000		
Street Lighting - electricity	01-5-330-6310	280,000		210,000
<b>TOTAL STREET LIGHTING</b>		<b>320,000</b>	<b>110,000</b>	<b>210,000</b>
<b>Garbage Department</b>				
Miscellaneous Expenses	01-5-335-7900	56,000		50,000
<b>TOTAL GARBAGE DEPARTMENT</b>		<b>56,000</b>	<b>6,000</b>	<b>50,000</b>
<b>Forestry Department</b>				
Repair/ Maint - Other	01-5-340-6090	0		
Tree Removal or Purchase	01-5-340-6850	80,000		40,000
Miscellaneous Expense	01-5-340-7900	-		0
<b>TOTAL FORESTRY DEPARTMENT</b>		<b>80,000</b>	<b>40,000</b>	<b>40,000</b>

	Account #	Budget FY 19	Amounts to be received from other sources	Amounts to be Raised by Tax Levy
<b>Engineering Department</b>				
Repair/ Maint - Vehicles	01-5-360-6030	0		
Engineering	01-5-360-6140	27,000		
Subdivision Expense	01-5-360-6824	10,000		
Office Supplies	01-5-360-7020	8,000		
Gas & Oil	01-5-360-7030	-		
<b>TOTAL - ENGINEERING DEPARTMENT</b>		<b>45,000</b>	<b>45,000</b>	<b>0</b>
<b>Health / Social Services</b>				
Council on Aging	01-5-410-6830	23,000		
Demolition / Nuisance	01-5-410-6832	5,000		
<b>TOTAL - HEALTH / SOCIAL SERVICES</b>		<b>28,000</b>	<b>28,000</b>	<b>0</b>
<b>Economic Development</b>				
Consulting	01-5-610-6120	0		
Planning Dept Services	01-5-610-6150	57,500		
Economic / Business	01-5-610-6840	73,000		
Tourism	01-5-610-6842	7,000		
Historic Preservation	01-5-610-6844	4,000		
<b>TOTAL - ECONOMIC DEVELOPMENT</b>		<b>141,500</b>	<b>141,500</b>	<b>0</b>
<b>Utility Tax</b>				
Tripp Rd Reconstruction	01-5-751-8056	0		
Southside Stormsewer Study	01-5-751-8058	0		
Bellwood Detention Basin	01-5-751-8060	0		
Poplar Grove/ Lawrenceville	01-5-751-8062	12,000		
<b>TOTAL - Utility Tax</b>		<b>12,000</b>	<b>12,000</b>	<b>0</b>
<b>TOTAL GENERAL FUND EXPENSES</b>		<b>17,418,835</b>	<b>12,314,510</b>	<b>5,104,325</b>

REF: General Corporate Tax	(65 ILCS Para 5/8-3-1)	1,743,657
REF: Municipal Audit Tax	(65 ILCS Para 5/8-8-8)	20,000
REF: Police Protection Tax	(65 ILCS Para 5/11-1-3)	20,000
REF: Police Pension	(40 ILCS Para 5/3-125)	1,237,250
REF: Fire Protection Tax	(65 ILCS Para 5/11-7-1)	20,000
REF: Fire Pension	(40 ILCS Para 5/4-118)	1,036,418
REF: Street Lighting Tax	(65 ILCS Para 5/11-80-5)	210,000
REF: Street & Bridge Tax	(65 ILCS Para 5/11-81-1 & 2)	70,000
REF: Tort Judgements (legal)	(745 ILCS Para 10/9-107)	75,000
REF: Unemployment Insurance	(745 ILCS Para 10/9-107)	0
REF: Liability Insurance	(745 ILCS Para 10/9-107)	310,000
REF: Forestry Program Tax	(65 ILCS Para 5/11-73-1)	40,000
REF: Garbage Tax	(65 ILCS Para 5/11-19-4)	50,000
REF: Social Security Tax	(65 ILCS Para 5/21-110)	200,000
REF: Illinois Muni Retirement Fund	(40 ILCS Para 5/7-171)	65,000
REF: Emergency Services & Disaster Operations	(65 ILCS Para 5/8-3-16)	7,000
		<u>5,104,325</u>

	Budget FY 19	Amounts to be received from other sources	Amounts to be Raised by Tax Levy	
<b>Library Operations (18)</b>				
Total Expenditures	873,739	139,907	733,832	
REF: Library Tax	(75 ILCS Para(s) 5/3-1 & 4)			733,832
<b>Capital Projects Fund (41)</b>				
Total Expenditures	874,243	834,243	40,000	
REF: Public Benefit Tax	(65 ILCS Para(s) 5/9-2-39 &49)			40,000
<b>Other Funds</b>				
	Fund #			
Water / Sewer Fund	61	6,043,633	6,043,633	0
Motor Fuel Tax	10	785,000	785,000	0
Escrow / Land Cash	91	50,000	50,000	0
Kishwaukee II	15	0	0	0
Special Serv Area #2 & #3	16/17	22,000	22,000	0
Kishwaukee River T I F	13	46,164	46,164	0
Police Pension Fund		1,505,188	1,505,188	0
Firefighters' Pension Fund		1,372,625	1,372,625	0
<b>TOTAL EXPENDITURES</b>		<b>28,991,427</b>	<b>23,113,270</b>	<b>5,878,157</b>

TAX LEVY ORDINANCE

ORDINANCE NO 439H.

AN ORDINANCE MAKING A LEVY AND PROVIDING FOR A SPECIAL SERVICE AREA #2 TAX IN THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2018, AND ENDING APRIL 30, 2019.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELVIDERE, ILLINOIS, as follows:

Section 1: That there is hereby levied for the City of Belvidere, Illinois, for the Special Service Area #2, a tax not to exceed .12% of the full, fair cash value of all taxable property within the Special Service Area #2, as assessed and equalized pursuant to the statute for the current year.

Section 2: That the City Clerk of the City of Belvidere shall file with the County Clerk of Boone County, Illinois a certified copy of the ordinance.

Section 3: That this ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED by the City Council of the City of Belvidere, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, and approved by me as Mayor on the same day.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Mayor

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

City Clerk

TAX LEVY ORDINANCE

ORDINANCE NO 440H.

AN ORDINANCE MAKING A LEVY AND PROVIDING FOR A SPECIAL SERVICE AREA #3 TAX IN THE CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2018, AND ENDING APRIL 30, 2019.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELVIDERE, ILLINOIS, as follows:

Section 1: That there is hereby levied for the City of Belvidere, Illinois, for the Special Service Area #3, a tax not to exceed .12% of the full, fair cash value of all taxable property within the Special Service Area #3, as assessed and equalized pursuant to the statute for the current year.

Section 2: That the City Clerk of the City of Belvidere shall file with the County Clerk of Boone County, Illinois a certified copy of the ordinance.

Section 3: That this ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED by the City Council of the City of Belvidere, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, and approved by me as Mayor on the same day.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

## ORDINANCE #441H

### AN ORDINANCE VACATING A REMNANT ALLEY GENERALLY LYING NORTH OF THE UNION PACIFIC RAILROAD AND DIRECTLY WEST OF 315 S. STATE STREET AND 319 S. STATE STREET IN THE CITY OF BELVIDERE, ILLINOIS

WHEREAS, a remnant alley exists generally lying North of the Union Pacific Railroad and directly West of 315 S. State Street and 319 S. State Street (the Alley) in the City of Belvidere, Illinois; and

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

WHEREAS, the Alley is a landlocked remnant alley with portions previously vacated and therefore the City of Belvidere (the City) is unable to maintain or improve the Alley; and

WHEREAS, Section 11-91-1 et.seq. (65 ILCS 5/11-91-1) of the Illinois Municipal Code grants the City authority to vacate any street or alley, or part thereof, within its jurisdiction in any incorporated area when it has been determined that the public interest will be served; and

WHEREAS, after proper notice, a public hearing was held on December 17, 2018 pursuant to Section 11-91-1 of the Illinois Municipal Code; and

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

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

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

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



**SECTION 3:** The Parcels acquiring title to the Vacated Parcel are as shown on the Attached Exhibit A and are:

PIN 05-25-353-010

PIN 05-25-353-011

PIN 05-25-353-015

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

**SECTION 5:** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

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

Ayes:

Nays:

Absentees:

APPROVED:

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Mayor Michael W. Chamberlain

(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk Shauna Arco

Passed:

Approved:

Published:

**315 S State St  
05-25-353-010**

**ALLEY TO BE VACATED**

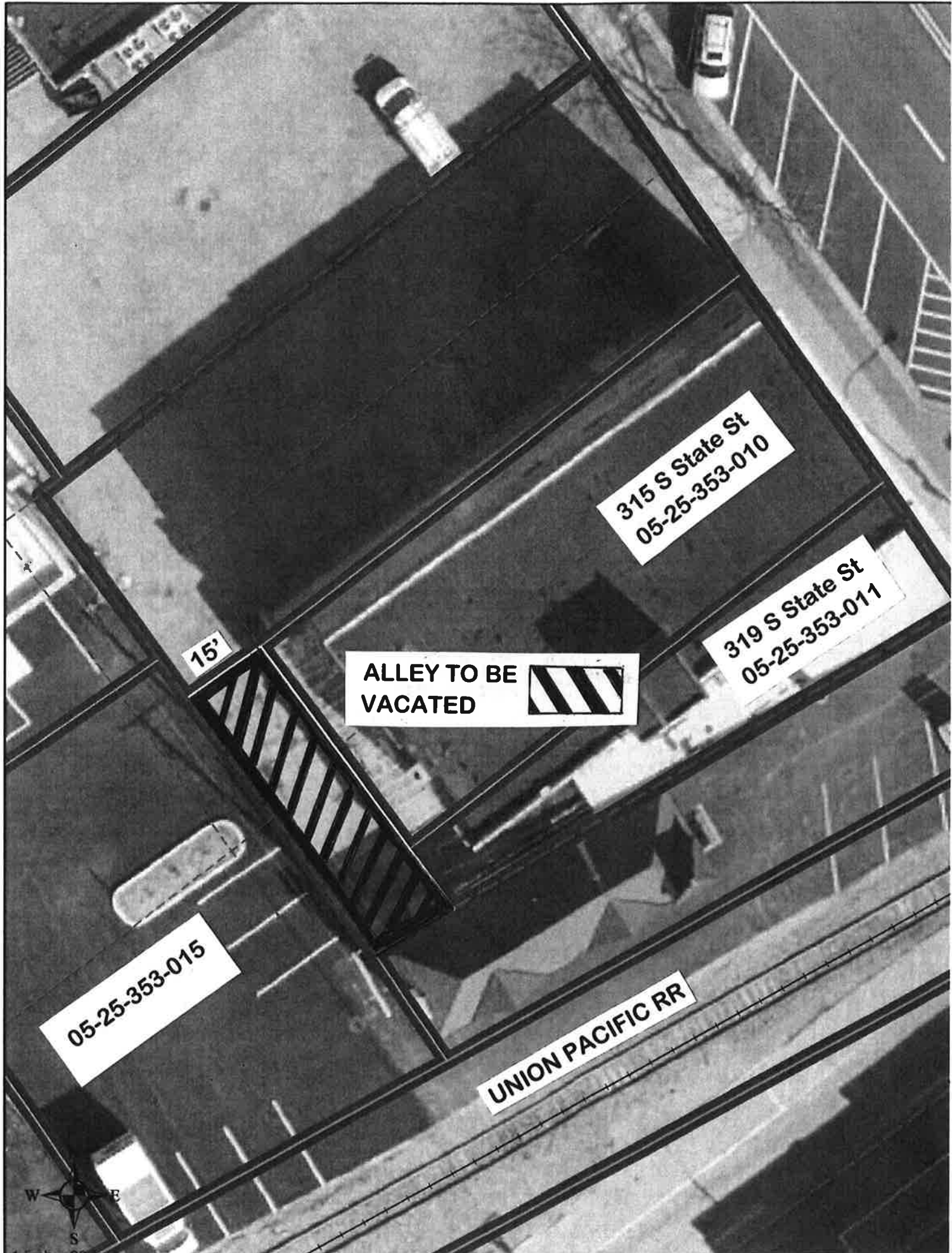
**319 S State St  
05-25-353-011**

**05-25-353-015**

**EXHIBIT A**

**Legally described as the 15 feet wide alley adjacent to Lots 3, 4 and 5 in Grover Lane's Re-Subdivision, as further depicted on the Attached Exhibit A**

# EXHIBIT A



RESOLUTION #2085-2018:  
A RESOLUTION AUTHORIZING  
THE EXECUTION OF AN INTERGOVERNMENTAL  
AGREEMENT FOR THE CREATION OF THE  
NORTHERN ILLINOIS LAND BANK AUTHORITY

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 creation of the Northern Illinois Land Bank Authority and adoption of its bylaws.
- 2) The Mayor is hereby authorized to execute and the Clerk is authorized and directed to attest the Intergovernmental Agreement and Bylaws which is attached hereto.

Approved:

---

Mayor

Attest:

---

City Clerk

Ayes:

Nays:

Absent:

Approved:

SPONSOR:

**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 member 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. 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.

**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 #2086-2018:  
A RESOLUTION AMENDING THE SEXUAL HARASSMENT  
POLICY AS REQUIRED BY  
PUBLIC ACT 100-0554.

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

- 1) The Corporate Authorities amend the Sexual Harassment Policy adopted  
December 5, 2017 to read as set forth in the attached Exhibit A which is  
incorporated herein by this reference and which shall apply to all officials and  
employees of the City of Belvidere.

Approved:

---

Mayor

Attest:

---

City Clerk

Ayes:

Nays:

Absent:

Date Approved:

## EXHIBIT A

### NO HARASSMENT POLICY

#### I. General

It is unlawful to engage in sexual harassment as defined below. All persons have a right to work in an environment free from sexual harassment. Sexual harassment of any person by any municipal official, agent, employee, agency or office on the basis of sex or gender is prohibited regardless of any employment relationship or lack thereof. An employer who violates this Article shall be disciplined up to and including termination. All investigations and discipline shall comply with relevant state statutes and collective bargaining agreements. This Article shall apply to all officials and employees of the City regardless of their status under a relevant collective bargaining agreement.

#### II. Definition of Sexual Harassment.

- a) Sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended. According to the Illinois Human Rights Act, sexual harassment is defined as: Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:
  - (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
  - (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
  - (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- b) Conduct which may constitute sexual harassment includes:
  - (1) Verbal – sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements of a sexual nature about other employees who are not present.
  - (2) Non-Verbal – suggestive or insulting sounds, whistling, leering, obscene gestures, sexually suggestive bodily gestures, “catcalls”, “smacking” or “kissing” noises.
  - (3) Visual – posters, signs, pin-ups or slogans of a sexual nature.
  - (4) Physical – touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault.



(5) Textual/Electronic: "sexting" (electronically sending messages with sexual content, including pictures and video), the use of sexually explicit language, harassment, cyber stalking and threats via all forms of electronic communication (e-mail, text/picture/video messages, intranet/on-line postings, blogs, instant messages and social network websites like Facebook and Twitter).

c) The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation. Sexual harassment is assessed and determined by a standard of what would offend a "reasonable person".

### III. Responsibility of Employees

- a) Each individual employee has the responsibility to refrain from Sexual Harassment, or any harassment.
- b) An individual employee who sexually harasses a fellow worker is, of course, liable for his or her individual conduct. The harassing employee will be subject to disciplinary action up to and including discharge in accordance with City policy or a relevant collective bargaining agreement, as appropriate.

### IV. Responsibility of Supervisory Personnel

- a) Each supervisor is responsible for maintaining a workplace free of sexual harassment. This is accomplished by promoting a professional environment and by dealing immediately with sexual harassment as with all other forms of employee misconduct.
- b) Supervisors shall act quickly and responsibly to investigate reports of sexual harassment, report it, end it, implement appropriate disciplinary action, and observe strict confidentiality upon any complaint of sexual harassment. This also applies to cases in which an employee tells the supervisor about behavior considered sexual harassment but does not want to make a formal complaint. Investigations of employees subject to the jurisdiction of the Board of Fire & Police Commission shall comply with all relevant statutes.
- c) In addition, supervisors must ensure that no retaliation will result against an employee making a sexual harassment complaint.

### V. Procedure for Reporting Sexual Harassment:

- a) An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

b) Any employee may report conduct which is believed to be sexual harassment, including the following:

(1) *Electronic/Direct Communication.* If there is sexual harassing behavior in the workplace, or outside the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.

(2) *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the city manager or administrator, or the chief executive officer of the municipality.

The employee experiencing what he or she believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the municipality will not be presumed to have knowledge of the harassment.

(3) *Resolution Outside Municipality.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR or EEOC complaint must be filed within the times permitted under Illinois Human Rights Act or the regulations of the EEOC.

c) Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the place), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

## VI. Prohibitions on Retaliation for Reporting Sexual Harassment Allegations

- a) No municipal official, municipal agency or municipal employee shall take any retaliatory action against any municipal employee due to a municipal employee's:
  - (1) Disclosure or threatened disclosure of any violation of this policy,
  - (2) The provision of information related to or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy, or
  - (3) Assistance or participation in a proceeding to enforce the provisions of this policy.
  
- b) For the purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer, or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's involvement in protected activity pursuant to this policy.
  
- c) No individual making a report will be retaliated against even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation. Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:
  - (1) Discloses or threatens to disclose to a supervisor or to a public body an activity, policy, or practice of any officer, member, State agency, or other State employee that the State employee reasonably believes is in violation of a law, rule, or regulation,
  - (2) Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, or regulation by any officer, member, State agency or other State employee, or
  - (3) Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act.
  
- d) Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

- e) According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire, to retaliate against a person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.
- f) An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge due within 180 days (IDHR) or 300 days (EEOC) of the alleged retaliation.

## VII. Consequences For Knowingly Making A False Report

A false report is a report of sexual harassment made by an accuser using the sexual harassment report to accomplish some end other than stopping sexual harassment or retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to discipline or discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the State Police, a State's Attorney, the Attorney General, or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.