VILLAGE OF WINNEBAGO

REGULAR BOARD MEETING AGENDA

Wednesday, December 02, 2026 at 6:00 PM

108 West Main Street and Virtually

To access meeting from any device: https://global.gotomeeting.com/join/671034949

Or by (Toll Free): 1 866 899 4679 | Access Code: 671-034-949

This meeting is being recorded

1. **RECORDING OF THE MEETING**
2. **CALL TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL & ESTABLISHMENT OF A QUORUM**
5. **MEETING GUIDELINES**

   Discussion and Vote to Allow an Absent Trustee to Vote By Phone or Other Allowable Means.
6. **DISCLOSURE OF ANY CONFLICT OF INTEREST**
7. **CHANGES TO AGENDA**
8. **PUBLIC COMMENT:** *Each speaker is limited to three (3) minutes. A maximum of thirty (30) minutes shall be generally allowed for public comment at each meeting.*
9. **CONSENT AGENDA:** *All items on the Consent Agenda denoted with an asterisk (*) are routine in nature and will be enacted in one motion. The Consent Agenda for this meeting includes:*
   - **a.** ***Approval of Board Trustees Meeting Minutes from November 18, 2026
   - **b.** *Approval of Invoices Presented for Payment
10. **PRESIDENT'S REPORT**
11. **TREASURER'S REPORT**
    - **a.** Monthly Treasurer's Report (Presented at the second meeting of each month)
12. **DEPARTMENT HEAD REPORTS**
    - **a.** Administrator Report *(Written reports generally presented at the second meeting of each month)*

b. Police Chief Report *(Written reports generally presented at the second meeting of each month)*

c. Public Works Director Report *(Written reports generally presented at the second meeting of each month)*

13. ACTION ITEMS

a. Ordinance Establishing TIF Interested Parties Registries and Registration Rules

b. Resolution Providing for a TIF Feasibility Study and Inducing Development Interests

c. A Resolution Approving the Village of Winnebago's Participation in the Northern Illinois Land Bank Authority and Authorizing Execution of the Amended Intergovernmental Contract and By-Laws Agreement

d. Ordinance Levying Taxes for all Corporate Purposes for the Village of Winnebago, Illinois, for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026

e. Ordinance Authorizing Participation in the Illinois Public Works Mutual Aid Network (IPWMAN)

14. EXECUTIVE SESSION (CLOSED SESSION) Pursuant to 5ILCS 120/2(c)

15. NEW BUSINESS

16. UPCOMING MEETINGS

a. Board of Trustees Meeting: December 16, 2026

b. Committee of the Whole Meeting: December 16, 2026

17. ADJOURNMENT

Posted: November 25, 2026 at 2:01 p.m. at 108 W. Main Street, Winnebago, IL and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491

/s/ Kellie Symonds, Deputy Clerk

The Board of Trustees of the Village of Winnebago, November 18, 2026. The online meeting link to GoToMeeting was made available to employees and to the public to attend remotely.

1. **RECORDING OF THE MEETING**

   The meeting was recorded.

2. **CALL TO ORDER**

   The Board of Trustees of the Village of Winnebago met in person on November 18, 2026 at 6:00 p.m. with Franklin J. Eubank, Jr. presiding.

3. **PLEDGE OF ALLEGIANCE**

   The Board of Trustees and guests stood and recited the Pledge of Allegiance.

4. **ROLL CALL & ESTABLISHMENT OF A QUORUM**

   PRESENT: Trustee Jason Ackerman, Trustee Jeremy Graham, Trustee John Kim, Trustee Mike McKinnon, and Trustee Duane Springer

   ABSENT: Trustee Adam LeFevre

   GUESTS: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Public Works Director Chad Insko, Chief Jeff White, Lieutenant Nick Haff, Attorney Gino Galluzo, Luke Ziegler, Seth Gronewold, Zachary Malone, Char Osteberg, Gary Osteberg, Nicole Lee, Chris Beaman, Justine Beaman, Jeanne Oddo, Linda Sneath, Kyle Oddo, Greg Sneath, Office Mund, Officer Spelman, Lawrence Airdo, Eric Setter, Shane Black, Brayden Merryman, Cameron Wawczak, Manny Macias, Grey Macias, Lisa Mund.

5. **MEETING GUIDELINES**

   Discussion and Vote to Allow an Absent Trustee to Vote By Phone or Other Allowable Means.

   None Needed.

6. **DISCLOSURE OF ANY CONFLICT OF INTEREST**

   None noted.

7. **CHANGES TO AGENDA**

   No changes to the agenda.

8. **PUBLIC COMMENT:** *Each speaker is limited to three (3) minutes. A maximum of thirty (30) minutes shall be generally allowed for public comment at each meeting.*

   No one requested the opportunity to address the Board.

9. **CONSENT AGENDA:** *All items on the Consent Agenda denoted with an asterisk (*) are routine in nature and will be enacted in one motion. The Consent Agenda for this meeting includes:*

Motion made by Trustee Graham, seconded by Trustee Springer to approve the consent agenda. Motion carried on a unanimous roll call vote of those present.

a. *****Approval of Board Trustees Meeting Minutes from October 21, 2026

b. *Approval of Board of Trustees Meeting Minutes of November 4, 2026

c. *Approval of Invoices Presented for Payment $47,852.76

10. PRESIDENT'S REPORT

11. TREASURER'S REPORT

a. Monthly Treasurer's Report (Presented at the second meeting of each month)

12. DEPARTMENT HEAD REPORTS

a. Administrator Report *(Written reports generally presented at the second meeting of each month)*

b. Police Chief Report (Written reports generally presented at the second meeting of each month)

c. Public Works Director Report (Written reports generally presented at the second meeting of each month)

13. ACTION ITEMS

a. Swearing In of Police Officer Lawrence Airdo

The Village Clerk swore in Police Officer Lawrence Airdo. He was congratulated by the Board. President Eubank noted he is a great person to fill the position.

b. Wage Adjustment for Public Works employee Bryan Zimmerman

A motion was made by Trustee Ackerman, seconded by Trustee McKinnon to increase the hourly rate for Bryan Zimmerman to $26.00 retroactively to November 8, 2026. Motion carried on a unanimous roll call vote of those present.

c. A Resolution Approving a Task Order with Fehr Graham for Phase I Engineering Services for the 2026 Safe Routes to School Improvements.

A motion was made by Trustee Graham, seconded by Trustee Springer to adopt Resolution 2026-33R A RESOLUTION APPROVING A TASK ORDER WITH FEHR GRAHAM FOR PHASE I ENGINEERING SERVICES FOR THE 2026 SAFE ROUTES TO SCHOOL IMPROVEMENTS. Motion carried on a unanimous roll call vote of those present.

d. A Resolution Approving Pay Application No. 2 for the Swift Street Project

A motion was made by Trustee Graham, seconded by Trustee Kim to adopt Resolution 2026-34R A RESOLUTION APPROVING A PAY APPLICATION NO.2 FOR THE SWIFT STREE PROJECT. Motion carried on a unanimous roll call vote of those present.

e. Resolution Approving a Professional Services Agreement with PGAV Planners, LLC

A motion was made by Trustee Kim, seconded by Trustee Graham to adopt Resolution 2026-35R A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH PGAV PLANNERS, LLC FOR THE TIF AND BUSINESS DISTRICT PLANNING SERVICES. Motion carried on the following roll call vote: McKinnon, Graham, and Kim – yes; Springer and Ackerman - abstain. Attorney Gaziano noted that Trustees Ackerman owns property in the TIF area and Trustee Springer is a tenant in the area.

14. EXECUTIVE SESSION (CLOSED SESSION) Pursuant to 5ILCS 120/2(c)

Not needed.

15. NEW BUSINESS

President Eubank mentioned the North COG luncheon will be December 15, 2026, if Board member wish to attend. It was noted President Eubank is the Chair of North COG completing the term of Mayor McNamara until July 2027. The cost is $75 per person and the Village will pay.

16. UPCOMING MEETINGS

a. Board of Trustees Meeting: December 2nd, 2026

b. Committee of the Whole Meeting: December 2nd, 2026

17. ADJOURNMENT

A motion was made by Trustee Kim, seconded by Trustee Ackerman to adjourn at 6:22 p.m. Motion carried on a voice vote.

UNAPPROVED

_____

Sally Jo Huggins, Village Clerk

Warrant List

December 02, 2026
Board Meeting

Warrant List

Section 1: Invoices Presented for Approval - $258,066.23

Section 2: Invoices over $5,000 - $235,089.85
** Invoices are available for inspection and review**

SECTION 1:

WARRANT LIST

December 02, 2026

Invoices Presented

For Board Approval

Total Invoices: $ 258,066.23

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
016037		KELSEY EXCAVATING INC.							
	I-2026-59	SWIFT ST WATER MAIN PRJ	R	11/24/2026	199,816.60		027567		199,816.60
000754		AGHL LAW							
	I-47245	ECONOMIC INCENTIVE CONSULTATIO	R	12/02/2026	851.00		027568		
	I-54102	ECONOMIC INCENTIVE CONSULTAT	R	12/02/2026	455.00		027568		1,306.00
016055		AIRGAS USA, LLC D/B/A ENCOMPAS							
	I-5528199438	TANK RENTAL ACETYLENE / CAR DI	R	12/02/2026	51.15		027569		51.15
000743		BANK FIRST							
	I-202611252838	21 EMPLOYEE GIFT CARDS	R	12/02/2026	720.00		027570		720.00
000746		BAUER BUILT INC							
	I-630006657	CHEVY TAHOE TIRE & ROTATE/BAL	R	12/02/2026	399.30		027571		399.30
000367		CITY OF ROCKFORD							
	I-75004884	WELL WATER SAMPLES OCT 2026	R	12/02/2026	132.00		027572		132.00
000100		CONSERV FS							
	I-108030998	AKROGOLD 10% ETH 216 GAL	R	12/02/2026	699.96		027573		
	I-108031054	DIESELEX GOLD ULTR DYED 114.50	R	12/02/2026	479.66		027573		
	I-108031055	DIESELEX GOLD ULTRA CLR 168.5	R	12/02/2026	799.07		027573		
	I-108031056	AKROGOLD 10% ETHANOL 116.80 GA	R	12/02/2026	376.22		027573		2,354.91
000460		CORE & MAIN LP							
	I-BA18732	17X13 WATER PIPE MISC	R	12/02/2026	4,828.20		027574		4,828.20
DYNEGY		DYNEGY ENERGY SERVICES							
	I-400002461319	920 FALCONER 10/02 - 11/01/26	R	12/02/2026	129.16		027575		129.16
000024		FEHR-GRAHAM & ASSOCIATES							
	I-143507	PRJ:26-320 SWIFT ST CONS MGMT	R	12/02/2026	3,750.00		027576		
	I-143508*	PRJ:24-1570 RESH FARN BID DOCU	R	12/02/2026	550.00		027576		
	I-144190*	PRJ:26-987 WATER RATE STUDY	R	12/02/2026	685.75		027576		
	I-144268	MULTI PROJECTS	R	12/02/2026	1,485.00		027576		
	I-144353	PRJ:26-125 MULTI ITEMS	R	12/02/2026	5,402.50		027576		11,873.25
016040		FERGUSON WATER WORKS SUPPLY							
	I-0567470	M12 M-SPECTOR 360 10 FT KIT	R	12/02/2026	326.43		027577		326.43
000546		FURST STAFFING							
	I-00291226	LANTZ W.E. 11/22/26	R	12/02/2026	398.16		027578		398.16

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000247		HELM INC							
	I-FRE170484	REPAIR ELEC FURNACE @ 400 MCNA	R	12/02/2026	2,454.95		027579		2,454.95
000525		J & R SUPPLY INC.							
	I-2611477-IN	9" DIAMOND BLADE/ 9" ABRASIVE	R	12/02/2026	80.00		027580		80.00
000165		LAKESIDE INTERNATIONAL TRUCKS							
	I-7105466	14 INTERN'L 7400 ENGINE BRAKE	R	12/02/2026	4,502.64		027581		4,502.64
000639		LRS, LLC							
	I-PS727858	PORTA-POTTY SER 10/16 -11/03	R	12/02/2026	93.31		027582		93.31
000731		MENARDS - CHERRY VALLEY							
	I-22016	MISC OFFICE/PAPER PRODUCTS	R	12/02/2026	158.07		027583		
	I-22250	LED TRAILER LT KIT	R	12/02/2026	59.99		027583		218.06
000663		MONROE POWERSPORTS INC							
	I-264045	UTV SHIFT LEVER	R	12/02/2026	99.99		027584		99.99
000298		PACE ANALYTICAL SERVICES, LLC							
	C-CM2619744	CR 3 FOURIDE TEST SAMPLE PICKI	R	12/02/2026	180.00CR		027585		
	I-267231539	3 FLOURIDE TEST SAMPLES	R	12/02/2026	75.00		027585		
	I-267234003	3 FLOURIDE TEST SAMPLES	R	12/02/2026	180.00		027585		75.00
000737		PLACE FOUNDRY PLLC							
	I-0393.04	PH 1 KICKOFF UDO EVAL	R	12/02/2026	10,200.00		027586		
	I-0393.05	PH 1 UDO PRIORITY AMENDMENTS	R	12/02/2026	13,200.00		027586		23,400.00
000051		POSTMASTER							
	I-UB POSTAGE DEC 26	UB POSTAGE DEC 2026	R	12/02/2026	750.00		027587		750.00
000422		ROCKFORD INFORMATION TECHNOLOG							
	I-47410	CLOUD BACKUP NOV 2026	R	12/02/2026	250.00		027588		
	I-47429	REMITE MGMT NOV 26 -SERVER/PC/	R	12/02/2026	285.00		027588		
	I-47460	DUO MFA OCT 2026	R	12/02/2026	33.00		027588		568.00
000747		SILO COMMUNICATIONS							
	I-012041	PHONE/INTERNET NOV 26 SERV	R	12/02/2026	797.00		027589		
	I-012595	PHONES/INTERNET DEC 26 SERV	R	12/02/2026	797.00		027589		1,594.00
000755		ST. STEVEN PUBLIC RELATIONS, L							
	I-637	CRISIS PR SERVICE	R	12/02/2026	1,000.00		027590		1,000.00

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000825	SULLIVAN'S FOODS							
I-OCT 26 STATEMENT	OFFICE COFFEE	R	12/02/2026	53.45		027591		53.45
001004	VILLAGE OF WINNEBAGO							
I-03-4204-01 OCT 26*	600 W SOPER 09/30 - 10/30/26	R	12/02/2026	27.94		027592		
I-03-5350-00 OCT 26*	104 W MAIN 09/30 - 10/30/26	R	12/02/2026	9.88		027592		
I-03-5380-00 OCT 26*	108 W MAON 09/30 - 10/30/26	R	12/02/2026	10.25		027592		
I-07-1467-00 OCT 26*	400 E MCNAIR 09/30 - 10/30/26	R	12/02/2026	20.44		027592		68.51
000616	XEROX FINANCIAL SERVICES							
I-42988519	SERV 12/2/26 - 01/1/27	R	12/02/2026	385.34		027593		
I-IN6767242	08/05/26 - 11/04/26 METER COPY	R	12/02/2026	387.82		027593		773.16

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	27			258,066.23	0.00	258,066.23
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	27	258,066.23	0.00	258,066.23
BANK: AP TOTALS:	27	258,066.23	0.00	258,066.23
REPORT TOTALS:	27	258,066.23	0.00	258,066.23

SECTION 2:

WARRANT LIST

December 02, 2026

Invoices Over $5,000

$ 235,089.85

These invoices are included in the

Section 1 Warrant List

VENDOR SET: 01 Village of Winnebago, IL
BANK: AP AP BANK
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
016037	KELSEY EXCAVATING INC.							
I-2026-59	SWIFT ST WATER MAIN PRJ	R	11/24/2026	199,816.60		027567		199,816.60
000024	FEHR-GRAHAM & ASSOCIATES							
I-143507	PRJ:26-320 SWIFT ST CONS MGMT	R	12/02/2026	3,750.00		027576		
I-143508*	PRJ:24-1570 RESH FARN BID DOCU	R	12/02/2026	550.00		027576		
I-144190*	PRJ:26-987 WATER RATE STUDY	R	12/02/2026	685.75		027576		
I-144268	MULTI PROJECTS	R	12/02/2026	1,485.00		027576		
I-144353	PRJ:26-125 MULTI ITEMS	R	12/02/2026	5,402.50		027576		11,873.25
000737	PLACE FOUNDRY PLLC							
I-0393.04	PH 1 KICKOFF UDO EVAL	R	12/02/2026	10,200.00		027586		
I-0393.05	PH 1 UDO PRIORITY AMENDMENTS	R	12/02/2026	13,200.00		027586		23,400.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3			235,089.85	0.00	235,089.85
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	3	235,089.85	0.00	235,089.85
BANK: AP TOTALS:	3	235,089.85	0.00	235,089.85
REPORT TOTALS:	3	235,089.85	0.00	235,089.85

Agenda Item Executive Summary

Item Name	Ordinance Establishing TIF Interested Parties Registries and Registration Rules	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

The ordinance authorizes the Village Clerk or designee to establish an Interested Parties Registry for the proposed TIF redevelopment areas under consideration and for future redevelopment areas. It also adopts rules and an application form for the registry. Village residents may register by providing proof of residency; organizations active in the Village may register by describing their current Village operations.

ATTACHMENTS (PLEASE LIST)

Proposed TIF Interested Parties Registry Ordinance and Registration Form

ACTION REQUESTED

☐For Discussion Only

☐Resolution

☒Ordinance

☒Motion:

MOTION: I move to adopt the Ordinance of the Village of Winnebago, Illinois, Authorizing the Establishment of Tax Increment Financing "Interested Parties" Registries and Adopting Registration Rules for Such Registries.

Staff:	Joseph Dienberg, Village Administrator	Date:	12/2/2026

AN ORDINANCE OF THE VILLAGE OF WINNEBAGO, ILLINOIS AUTHORIZING THE ESTABLISHMENT OF TAX INCREMENT FINANCING "INTERESTED PARTIES" REGISTRIES AND ADOPTING REGISTRATION RULES FOR SUCH REGISTRIES

WHEREAS, pursuant to Section § 11-74.4-4.2 of the Tax Increment Allocation Redevelopment Act, 65 ILCS § 5/11-74.4-1, et seq. (the "Act"), the Village of Winnebago is required to establish certain "interested parties" registries and adopt registration rules for such registries;

WHEREAS, the Village desires to adopt this ordinance in order to comply with such requirements of the Act; now, therefore

BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF Winnebago;

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Village Clerk or their designee, is hereby authorized and directed to create an "interested parties" registry in accordance with Section § 11-74.4-4.2 of the Act for the proposed tax increment financing redevelopment project areas currently being considered by the Village and for each redevelopment project area created after the date of the adoption of this ordinance.

SECTION 3. In accordance with Section § 11-74.4-4.2 of the Act, the Village of Winnebago hereby adopts the registration rules attached hereto as Exhibit A as registration rules for each such "interested parties" registry. The Village shall have the authority to amend such registration rules from time to time as may be necessary or desirable to comply with and carry out the purposes intended by the Act.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage.

PASSED BY THE VILLAGE OF WINNEBAGO OF WINNEBAGO COUNTY, ILLINOIS this _____ day of _____, 2026.

APPROVED:

_____
Frank Eubank, Village President

ATTEST:

_____
Sally Jo Huggins, Village Clerk

Attachment: EXHIBIT A: TIF INTERESTED PARTIES REGISTRY

THE VILLAGE OF WINNEBAGO, ILLINOIS
TIF INTERESTED PARTIES REGISTRY
REGISTRATION RULES

A. Definitions.

As used in these TIF Interested Parties Registry Registration Rules (these "Registration Rules"), the following terms shall have the definitions set forth below.

"Act" means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time.

"Clerk" means the Village Clerk or his or her designee, or such other Village officer or department to which responsibility for maintaining the Registries has been transferred pursuant to Section C of these Registration Rules.

"Village" means Village of Winnebago, Illinois, a duly organized and existing municipality of the State of Illinois, and is now operating under and pursuant to the provisions of the Illinois Municipal Code, as amended (65 ILCS 5/1-1-1 et seq.), and is a "governmental unit" as defined in Section 2(l) of the Local Governmental Debt Reform Act of the State of Illinois, as amended, 30 ILCS 350/1 et seq.

"Interested Party(s)" means (a) any organization(s) active within the Village, (b) any individual(s), whether or not a resident of the Village, and (c) any other entity or person otherwise entitled under the Act to register in a specific Registry who has registered in such Registry and whose registration has not been terminated in accordance with these Registration Rules.

"Redevelopment Project Area" means an area within the Village that (i) has been designated, or has been identified by the Village for study and possible designation, as a "redevelopment project area" under the Act and (ii) is subject to the interested parties registry requirements of Section 11-74.4-4.2 of the Act.

"Registration Form" means the form appended to these Registration Rules as Exhibit A or such revised form as may be approved by the Village consistent with the requirements of the Act.

"Registry" or "Registries" means each interested parties registry, and all such registries, collectively, established by the Village pursuant to Section 11-74.4-4.2 of the Act for the Redevelopment Project Area.

B. Establishment of Registry

The Village shall establish a separate interested parties registry for each Redevelopment Project Area, whether existing as of the date of the adoption of these Registration Rules or hereafter established. The Village shall establish a new registry whenever it has identified an area for study and possible designation as a Redevelopment Project Area. In any event the process of establishing the new registry must be completed prior to the deadline for sending any of the notices required by Section J of these Registration Rules or any other notices required by the Act with respect to the proposed Redevelopment Project Area.

C. Maintenance of Registry

The Registries shall be maintained by the Village Clerk or his or her designee. In the event the Village determines that a person other than the Clerk should maintain the Registries, the Village

may transfer the responsibility for maintaining the Registries to such other Village officer or department provided that the Village (i) gives prior written notice to all Interested Parties not less than thirty (30) days prior to such transfer and (ii) publishes notice of such transfer in a newspaper of general circulation in the Village.

D. Registration by Individuals

An individual seeking to register as an Interested Party with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Village Clerk. Such individual shall indicate on the Registration Form whether he or she is a current resident of the Village.

E. Registration by Organizations

An organization seeking to register as an Interested Party with respect to a Redevelopment Project Area must complete and submit a Registration Form to the Village Clerk. Such organization must also submit a copy of a one-page statement describing the organization's current operations in the Village. Organizations include, but are not limited to, businesses, business organizations, civic groups, not-for-profit corporations and community organizations.

F. Determination of Eligibility

All individuals and organizations whose Registration Form and supporting documentation complies with these Registration Rules shall be registered in the applicable Registry within ten (10) business days of the Village Clerk's receipt of all such documents. The Clerk shall provide written notice to the registrant confirming such registration. Upon registration, Interested Parties shall be entitled to receive all notices and documents required to be delivered under these Registration Rules or as otherwise required under the Act with respect to the applicable Redevelopment Project Area.

If the Village Clerk determines that a registrant's Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant specifying the defect(s). The registrant shall be entitled to correct any defects and resubmit a new Registration Form and supporting documentation.

G. Renewal and Termination

An Interested Party's registration shall remain effective for a period of three years. At any time after such three year period the Village Clerk may provide written notice by regular mail to the Interested Party stating that such registration shall terminate unless the Interested Party renews such registration within thirty (30) days of the Clerk's mailing of written notice. To renew such registration, the Interested Party shall, within such thirty (30) day period, complete and submit the same Registration Form and supporting documentation then required of initial registrants in order to permit the Clerk to confirm such person's current information or such organization's operations in the Village. The registration of all individuals and organizations whose Registration Form and supporting documentation is submitted in a timely manner and complies with these Registration Rules shall be renewed for an additional, consecutive three year period.

If the Village Clerk determines that a registrant's renewal Registration Form and/or supporting documentation is incomplete or does not comply with these Registration Rules, the Clerk shall give written notice to the registrant at the address specified in the renewal Registration Form submitted by such registrant, specifying the defect(s). The registrant shall be entitled to correct

any defects and resubmit a new Registration Form and supporting documentation within thirty (30) days of receipt of the Clerk's notice. If all defects are not corrected within thirty (30) days of the Interested Party's receipt of the Village Clerk's notice, the Interested Party's registration shall be terminated. Any Interested Party whose registration is terminated shall be entitled to register again as if a first-time registrant.

H. Amendment to Registration

An Interested Party may amend its registration by giving written notice to the Village Clerk by certified mail of any of the following: (i) a change in address for notice purposes; (ii) in the case of organizations, a change in the name of the contact person; and (iii) a termination of registration. Upon receipt of such notice, the Clerk shall revise the applicable Registry accordingly.

I. Registries Available for Public Inspection

Each Registry shall be available for public inspection during normal Village business hours. The Registry shall include the name, address and telephone number of each Interested Party and for organizations, the name and phone number of a designated contact person.

J. Notices to be Sent to Interested Parties.

Interested Parties shall be sent the following notices and any other notices required under the Act with respect to the applicable Redevelopment Project Area:

(i) pursuant to Section 11-74.4-5(a) of the Act, notice of the availability of a proposed redevelopment plan and eligibility report, including how to obtain this information; such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed redevelopment plan;

(ii) pursuant to Section 11-74.4-5(a) of the Act, notice of changes to proposed redevelopment plans that do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of or extend the life of the redevelopment project, or (4) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail not later than ten (10) days following the Village's adoption by ordinance of such changes;

(iii) pursuant to Section 11-74.4-5(c) of the Act, notice of amendments to previously approved redevelopment plans that do not: (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail not later than 10 days following the Village's adoption by ordinance of any such amendment;

(iv) pursuant to Section 11-74.4-5(c) of the Act, notice of the availability of a redevelopment plan and eligibility report with proposed amendments that would (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan or (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of households will exceed 10; such notice shall be sent by mail within a reasonable period of time after the adoption of the ordinance fixing the public hearing for the proposed amendments to the redevelopment plan;

(v) pursuant to Section 11-74.4-5(d)(9) of the Act for redevelopment plans or projects that would result in the displacement of residents from 10 or more inhabited residential units or that contain 75 or more inhabited residential units, notice of the availability of the annual report described by Section 11-74.4-5(d), including how to obtain the annual report; such notice shall be sent by mail within a reasonable period of time after completion of the certified audit report; and

(vi) pursuant to Section 11-74.4-6(e) of the Act, notice of the preliminary public meeting required under the Act for a proposed Redevelopment Project Area that will result in the displacement of 10 or more inhabited residential units or which will contain 75 or more inhabited residential units; such notice shall be sent by certified mail not less than 15 days before the date of such preliminary public meeting.

K. Non Interference

These Registration Rules shall not be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled under the Act.

L. Amendment of Registration Rules

These Registration Rules may be amended by the Village subject to and consistent with the requirements of the Act.

EXHIBIT A

TIF INTERESTED PARTIES REGISTRATION FORM

Registration for Individuals: If you would like to register as an individual on the Interested Parties Registry for one or more tax increment financing (TIF) redevelopment project areas, please complete Part A of this form. You do not need to be a resident of the Village of Winnebago to register; however, please indicate in Part A whether you are a current Village resident.

Registration for Organizations: If your organization is active in the Village of Winnebago and would like to register on the Interested Parties Registry for one or more tax increment financing (TIF) redevelopment project areas, please complete Part B of this form. Please attach to this form a one-page statement which describes the organization's current operations in the Village. (Note: existing organizational documents that provide this information will also be accepted.)

PART A: REGISTRATION FOR INDIVIDUALS (Please Print)

Name: _____

Street Address: _____

City/State: _____ Zip Code: _____

Are you a current resident of the Village of Winnebago? ____ Yes ____ No

Please list the TIF(s) you are interested in below:

_____

PART B: REGISTRATION FOR ORGANIZATIONS (Please Print)

Organization Name: _____

Contact Name: _____

Street Address: _____

City/State: _____

Telephone: ( ) _____ Fax: ( ) _____

_____ Check here if a statement describing your organization's current operations in the Village of Winnebago is attached.

Please list the TIF(s) you are interested in below:

_____

Please return this form to:
Village of Winnebago
TIF Interested Parties Registry
108 W. Main Street
Winnebago, Illinois 61088

_____ _____
Signature/Title Date

Agenda Item Executive Summary

Item Name	Resolution Providing for a TIF Feasibility Study and Inducing Development Interests	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

The resolution authorizes a feasibility study for a proposed Downtown and North Elida Street TIF redevelopment project area. The proposed boundaries are preliminary and may change. The study will determine whether the area meets the statutory criteria for TIF and support preparation of a redevelopment plan if the Village decides to proceed. The resolution also expresses the Village's current intent to pursue redevelopment that encourages private investment and expands the quality housing supply. It does not commit the Village to establish a TIF district.

ATTACHMENTS (PLEASE LIST)

Proposed TIF Feasibility Study and Inducement Resolution with proposed boundary exhibit

ACTION REQUESTED

☐For Discussion Only

☒Resolution

☐Ordinance

☒Motion:

MOTION: I move to adopt the Resolution Providing for a Feasibility Study on the Designation of a Portion of the Village of Winnebago as a Redevelopment Project Area and to Induce Development Interests Within Such Area and Authorizing Certain Expenditures in the Course of Planning and Redevelopment.

Staff:	Joseph Dienberg, Village Administrator	Date:	12/2/2026

Board Bill/Resolution No. _____

A RESOLUTION

PROVIDING for a feasibility study on the designation of a portion of the Village of Winnebago as a redevelopment project area and to induce development interests within such area; and

AUTHORIZING expenditures in the course of planning and redevelopment, prior to the redevelopment project area being established, that may be reimbursable from future TIF proceeds.

WHEREAS, the Village of Winnebago (the "Village") is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, *65 ILCS 11-74.4-1, et seq.* (the "Act"), to finance redevelopment project costs in connection with redevelopment project areas established in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, pursuant to the Act, to implement tax increment financing (TIF), it is necessary for the Village to adopt a redevelopment plan and redevelopment project, designate a redevelopment project area on the basis of finding that the area qualifies pursuant to statutory requirements, and make a finding that the redevelopment project area on the whole has not been subjected to growth and development through private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan, which plan contains a commitment to use public funds; and

WHEREAS, the Village desires to undertake a feasibility study to determine whether findings may be made with respect to an area of the Village (referred to as the "Downtown and N Elida St TIF Redevelopment Project Area"), which may be designated as a redevelopment project area, to qualify the area as a blighted area as defined in the Act and applied to vacant land, and other research necessary to document the lack of growth and development through private enterprise; and

WHEREAS, the exact extent and boundaries of the redevelopment project area are not precisely defined at this time but the area being considered is generally delineated on Exhibit A attached hereto, and that the actual redevelopment project area to be established may contain more less land than that shown on Exhibit A; and

WHEREAS, the Village will be expending certain funds to determine eligibility of the proposed redevelopment project area and to prepare the required redevelopment plan if the Village decides to implement tax increment financing for all or a portion of the proposed TIF area; and

WHEREAS, the Village may expend other funds in furtherance of the objectives of the anticipated redevelopment plan, such as the purchase of land and professional services associated with the proposed project; and

WHEREAS, it is the intent of the Village to recover these expenditures from the first proceeds of the TIF program, if established; and

WHEREAS, the purpose of the proposed redevelopment plan and project is to generate private investment in the targeted area and increase the quality housing supply in the Village; and

WHEREAS, tax increment allocation financing utilizes the increase in real estate taxes ("tax increment") resulting from the increase in value of properties located in a redevelopment project area to pay for certain redevelopment projects costs as provided for in the Act; and

WHEREAS, at this time none of the purposes of the proposed redevelopment plan or proposed redevelopment project area is to result in the displacement of residents from ten (10) or more inhabited residential units within the area, the feasibility study is not required to include the preparation of any housing impact study as described in Section 11-74.4-4.1 (b) of the Act; and

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Winnebago, Illinois as follows:

1. That the Village Board has examined the proposed area and circumstances and at this time believe that it is reasonable to believe that a tax increment financing plan can be adopted for said area and expenditures of development costs in furtherance of the plan and potential development should be allowable project costs under the plan, provided that this resolution is not a guarantee that any such plan will be adopted, but rather an expression of the sense of the Village at this time.

2. The person to contact for additional information about the proposed redevelopment project area and who should receive all comments and suggestions regarding the redevelopment of the area shall be:

Joey Dienberg
Village Administrator
108 W Main St, Winnebago, IL 61088
815-335-2020
jdienberg@winnebagoil.gov

VILLAGE OF WINNEBAGO

_____
Mayor

_____
Date

Passed: _____

Approved: _____

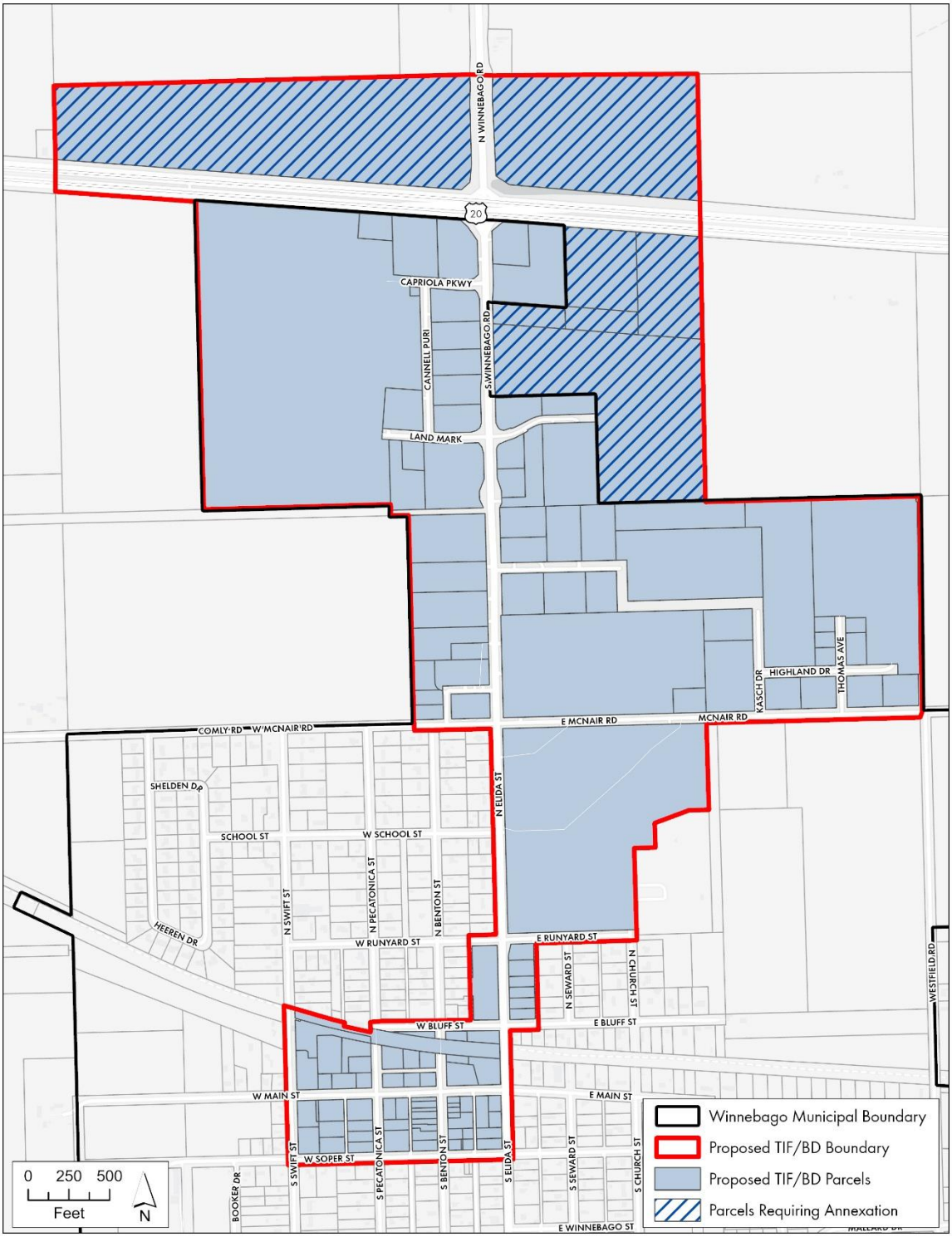
Attest: _____
Village Clerk

Approved as to Form:

_____
Village Attorney

Attachment: Exhibit A – Proposed Downtown and N Elida St TIF Boundary

Exhibit A – Proposed Downtown and N Elida St TIF Boundary



Agenda Item Executive Summary

Item Name	A Resolution Approving the Village of Winnebago's Participation in the Northern Illinois Land Bank Authority and Authorizing Execution of the Amended Intergovernmental Contract and By-Laws Agreement	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

The Village Board discussed potential participation in the Northern Illinois Land Bank Authority at its November 18, 2026 Committee of the Whole meeting. Eric Setter attended to answer questions about the Land Bank and its role in helping communities address vacant, abandoned, and tax-delinquent properties.

The attached resolution approves the Village's participation as an Additional Member, subject to approval by the Land Bank Board, and authorizes execution of the amended agreement. It also designates the Village Administrator as the Village's Community Representative.

ATTACHMENTS (PLEASE LIST)

Resolution, Amended Northern Illinois Land Bank Authority IGA and By-Laws

ACTION REQUESTED

☐For Discussion Only

☒Resolution

☐Ordinance

☒Motion:

MOTION: I MOVE TO APPROVE RESOLUTION 2026-__R, A RESOLUTION APPROVING THE VILLAGE OF WINNEBAGO'S PARTICIPATION IN THE NORTHERN ILLINOIS LAND BANK AUTHORITY AND AUTHORIZING EXECUTION OF THE AMENDED INTERGOVERNMENTAL CONTRACT AND BY-LAWS AGREEMENT.

Staff:	Joseph Dienberg, Village Administrator	Date:	11/18/2026

RESOLUTION NO. 2026- _____R

A RESOLUTION APPROVING THE VILLAGE OF WINNEBAGO'S PARTICIPATION IN THE NORTHERN ILLINOIS LAND BANK AUTHORITY AND AUTHORIZING EXECUTION OF THE AMENDED INTERGOVERNMENTAL CONTRACT AND BY-LAWS AGREEMENT

WHEREAS, the Village of Winnebago, Illinois ("Village"), is a municipal corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to enter into agreements to exercise, combine, or share powers and services; and

WHEREAS, the Northern Illinois Land Bank Authority ("Land Bank") is an intergovernmental entity established to address vacant, dilapidated, and non-revenue-generating properties and to return property to productive use; and

WHEREAS, the Land Bank's Amended Intergovernmental Contract and By-Laws Agreement, dated October 2, 2024 ("Agreement"), provides for the admission of additional members upon approval by at least two-thirds of the voting members of the Land Bank Board of Trustees, pursuant to Section 11.02; and

WHEREAS, the Village desires to become an Additional Member of the Land Bank and to participate in the Land Bank in accordance with the Agreement; and

WHEREAS, Section 5.01(b) of the Agreement provides that each Additional Member shall appoint a Community Representative by resolution of its governing body; and

WHEREAS, the President and Board of Trustees have determined that the Village's participation in the Land Bank is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Winnebago, Winnebago County, Illinois, as follows:

SECTION I

A. The foregoing recitals are incorporated into and made a part of this Resolution. The President and Board of Trustees hereby approve the Village's participation in the Northern Illinois Land Bank Authority as an Additional Member and approve the Amended Intergovernmental Contract and By-Laws Agreement, dated October 2, 2024, in substantially the form attached hereto as Exhibit A.

B. The Village's admission as an Additional Member is subject to approval by the Land Bank Board of Trustees as provided in Section 11.02 of the Agreement.

SECTION II

The Village Administrator is appointed as the Village's Community Representative to the Land Bank, pursuant to Section 5.01(b) of the Agreement.

SECTION III

The Village President is authorized and directed to execute the Agreement on behalf of the Village, and the Village Clerk is authorized and directed to attest the Agreement. The Village President is authorized to approve nonmaterial changes to the Agreement, subject to the approval of the Village Attorney, before execution.

SECTION IV

This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

APPROVED BY:

_____

Franklin J. Eubank, Jr., President of the Board
of Trustees of the Village of Winnebago, Illinois

ATTEST:

_____

Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

PUBLISHED IN PAMPHLET FORM: _____

AMENDED INTERGOVERNMENTAL AGREEMENT AND BY-LAWS

AMENDING AN AGREEMENT TO ESTABLISH
THE NORTHERN ILLINOIS LAND BANK
AUTHORITY

This Amended Intergovernmental Contract and By-Laws Agreement ("Agreement") is entered this the 2nd day of October 2024, by and among the Members of the Northern Illinois Land Bank Authority ("Land Bank") for the purpose of amending the January 14, 2019 Intergovernmental Contract and By-Laws Agreement ("2019 IGA") to administer and operate a land bank in member communities ("Region"). This Amendment set forth herein was approved in writing with a concurrence of at least two-thirds (2/3) of all voting Trustees of the Board of Trustees pursuant to Section 12.01 of the 2019 IGA. 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.

WHEREAS, 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 Northern Illinois region ("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-l(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. Board of Trustees and Community Representatives. All Members shall have at least one representative (herein, "Community Representative") to represent the interests of that Member under this Agreement. As provided below, some Community Representatives will also serve on the Land Bank Board of Trustees (or "Board"), which will govern the Land Bank.

(a) Board of Trustees**.** 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) Community 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 (l) Community 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) Community Representative 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) Community Representative 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.

The following Members shall each appoint, by resolution of their governing bodies, one (1) Community Representative to serve for a three-year term as a Trustee of the Land Bank:

Stephenson County
McHenry County
City of South Beloit
City of Freeport
City of Loves Park
City of Rochelle
Village of Machesney Park

The Board of Trustees may, by a vote of 2/3rds of the Board, appoint any other Community Representative to serve as a voting Trustee for a three-year term.

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. The Presiding Officer 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.

(b) Non-Voting Community Representatives. All other local government Members ("Additional Members") shall each appoint, by resolution of their governing bodies, one (1) Community Representative. Unless otherwise appointed by the Board or set forth in this Agreement, Community Representatives from the Additional Members are not Trustees on the Board of Trustees. Refer to Section 11.02 for admittance procedures for Additional Members.

(c) Lake County Trustee Selection. The Community Representatives for Additional Members situated in Lake County, Illinois ("Lake County Community Representative") may, by written vote through email or otherwise, vote to select two (2) Lake County Community Representatives to be appointed to three-year terms on the Board ("Lake County Trustees"). Lake County Trustees shall each have the same voting rights as any other Trustee on the Board of Trustees. Lake County Trustees shall serve until a successor is appointed by the Lake County Community Representatives. Lake County Community Representatives are not a subcommittee or separate public body of the Land Bank and have no authority to act on behalf of the Land Bank. The Lake County Trustees shall not constitute a public body for the purposes of the Illinois Open Meetings Act.

Section 5.02. Removal. A Trustee of the Land Bank Board appointed under Section 5.01 may be removed for any reason deemed in the best in 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 sha11 be fi11ed 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. Community Representative 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 Community Representative 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 I 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.

ARTICLEX
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 30th.

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 as an Additional Member subject to any additional terms and conditions that the Board of Trustees may establish.

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 1st, 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:

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 Amended Intergovernmental Contract and By-Laws Agreement was Approved by the Northern Illinois Land Bank Authority Board of Trustees on the 2nd day of October 2024.

Presiding Officer

Michael Dunn, JR

This Amended Intergovernmental Contract and By-Laws Agreement was Approved by the _____ on the ____ day of _____, 20___.

_____
President/Mayor

_____
Attest

EXHIBIT A

LIST OF MEMBERS

(Updated October 2, 2024)

Boone County

Winnebago County

Stephenson County

McHenry County

City of Rockford

City of South Beloit

City of Freeport

City of Belvidere

City of Loves Park

City of Rochelle

Village of Machesney Park

Village of Roscoe

City of Waukegan

Village of Round Lake Beach

Village of Round Lake

City of North Chicago

City of Zion

Village of Beach Park

Village of Fox Lake

Village of Winthrop Harbor

Agenda Item Executive Summary

Item Name	Ordinance Levying Taxes for all Corporate Purposes for the Village of Winnebago, Illinois, for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026	Committee or Board	Board

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

The attached ordinance levies taxes for the Village of Winnebago for the 2026 fiscal year, covering essential municipal services including General Corporate operations, Police Protection, Liability Insurance, Audit services, and Pension funding. The total levy amounts to 573,169.96, with the breakdown as follows:

- General Corporate: $378,293.47
- Police Protection: $193,975.68
- Liability Insurance: $300.27
- Audit: $300.27
- Pension: $300.27

This levy ensures the financial stability and operational capacity of the Village for the upcoming year. The ordinance is to be filed with the Winnebago County Clerk on or before December 29, 2026, as required by law.

ATTACHMENTS (PLEASE LIST)

Ordinance

ACTION REQUESTED

☐For Discussion Only

☐Resolution

☒Ordinance

☐Motion:

MOTION: I MOVE TO APPROVE ORDINANCE 2026-__, AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF WINNEBAGO, ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

Staff:	Joseph Dienberg, Village Administrator	Date:	11/18/2026

ORDINANCE NO. 2026-

AN ORDINANCE LEVYING TAXES FOR ALL CORPORATE PURPOSES FOR THE VILLAGE OF WINNEBAGO, ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

BE IT ORDAINED by the President and Board of Trustees of the Village of Winnebago, Illinois:

Section 1: The amounts hereinafter set forth, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the municipality as that property is assessed and equalized for the current year, and for such purposes as: General Corporate, Police Protection, Liability Insurance, Audit, and Pension for the Village of Winnebago, Winnebago County, Illinois, for the fiscal year beginning January 1, 2026, and ending December 31, 2026.

Section 2: The amount levied for each object and purpose is listed as follows:

General Corporate		$378,293.47
Police Protection		$193,975.68
Liability Insurance		$300.27
Audit		$300.27
Pension		$300.27
	TOTAL	$573,169.96

Section 3: The Village Clerk shall make and file a certified copy of this ordinance with the County Clerk of Winnebago County, Illinois, on or before the last non-holiday Tuesday in December, with that date this year being Tuesday, December 29, 2026.

Section 4: If any section, subdivision, or sentence of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 5: This ordinance shall be in full force and effect after its adoption, as provided by law.

ADOPTED this _____ day of December, 2026, pursuant to a roll call vote by the Board of Trustees of the Village of Winnebago, Winnebago County, Illinois

AYES: _____ _____

_____ _____

_____ _____

NAYS: _____ _____

_____ _____

_____ _____

ABSENT: _____ _____

Approved this ____ day of December, 2026

_____
Franklin J. Eubank, Jr.,
President of the Board of Trustees
of the Village of Winnebago, Illinois

ATTEST:

_____
Sally Jo Huggins, Village Clerk

PASSED: _____

APPROVED: _____

FILED: _____

Agenda Item Executive Summary

Item Name	Ordinance authorizing participation in the Illinois Public Works Mutual Aid Network (IPWMAN)	Committee or Board	Committee

BUDGET IMPACT			
Amount:	N/A	*Budgeted:*	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

Staff is recommending the village joining IPWMAN, a statewide network that helps public works agencies share personnel, equipment, materials, and services during emergencies, disasters, and some non-emergency situations. The agreement provides a formal process for requesting and coordinating assistance with other participating agencies. The agreement has been sent to the Village Attorney for review.

Participation is voluntary. The Village is not required to provide assistance when requested and may withdraw from the agreement with 90 days' written notice. The agreement renews annually. Assistance is generally provided without charge for up to five calendar days; after that, a responding agency may seek reimbursement for documented costs. Membership dues and other obligations are set by IPWMAN's bylaws and operational plan; the attached documents do not specify an amount.

ATTACHMENTS (PLEASE LIST)

None

ACTION REQUESTED

☒For Discussion Only

☐Resolution

☒Ordinance

☐Motion:

MOTION: I move to approve Ordinance 2026-__, and Ordinance Authorizing an Intergovernmental Agreement for Participation in the Illinois Public Works Mutual Aid Network (IPWMAN).

Staff:	Joseph Dienberg, Village Administrator	Date:	12/2/2026

ORDINANCE NO. 2026-____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of Village of Winnebago have determined that it is in the best interests of this unit of local government and its residents to enter into the Illinois Public Works Mutual Aid Network Agreement to secure to each the benefits of public works mutual aid and assistance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor/President and Council/Board of the Village of Winnebago, Winnebago County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Illinois Public Works Mutual Aid Network Agreement is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Illinois Public Works Mutual Aid Network Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

SECTION FIVE: EFFECTIVE DATE This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this _____ day of _____, 20_____, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

_____

Title: _____

ATTEST:

_____
Clerk/Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF _____ ___)

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk of the Village of Winnebago, Winnebago County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO. 2026-_____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

which Ordinance was duly adopted by said Council/Board at a meeting held on the _____ day of _____, 20_____.

I do further certify that a quorum of said Council/Board was present at said meeting, and that the Council/Board complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20_____.

_____
Secretary/Clerk

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among Village of Winnebago ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"*;* and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. *"AID AND ASSISTANCE"* includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. *"BOARD OF DIRECTORS"* is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. *"BOARD MEMBER"* is a representative of the IPWMAN serving on the Board of Directors.

F. *"DISASTER"* means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party requested for assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. *"LOCAL EMERGENCY"* is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. *"GENERAL MUTUAL AID"* means aid and assistance provided during non-emergency conditions.

J. *"MUTUAL AID RESOURCE LIST"* means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. *"NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)"* a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. *"PERIOD OF ASSISTANCE"* means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. *"RESPONDING AGENCY"* means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities perform Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL*. The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. .If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to [illegible] the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

(1) Approve and execute this Agreement.

(2) Provide a fully executed copy of this Agreement to the Board of Directors.

(3) Provide the name and title of an authorized representative to the Board of Directors.

(4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By- Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this _____ *day* _____ *of 20* _____.

For the Agency (Insert Name): Village of Winnebago

By: _____

Its: _____

Attest

By: _____

Its: _____

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

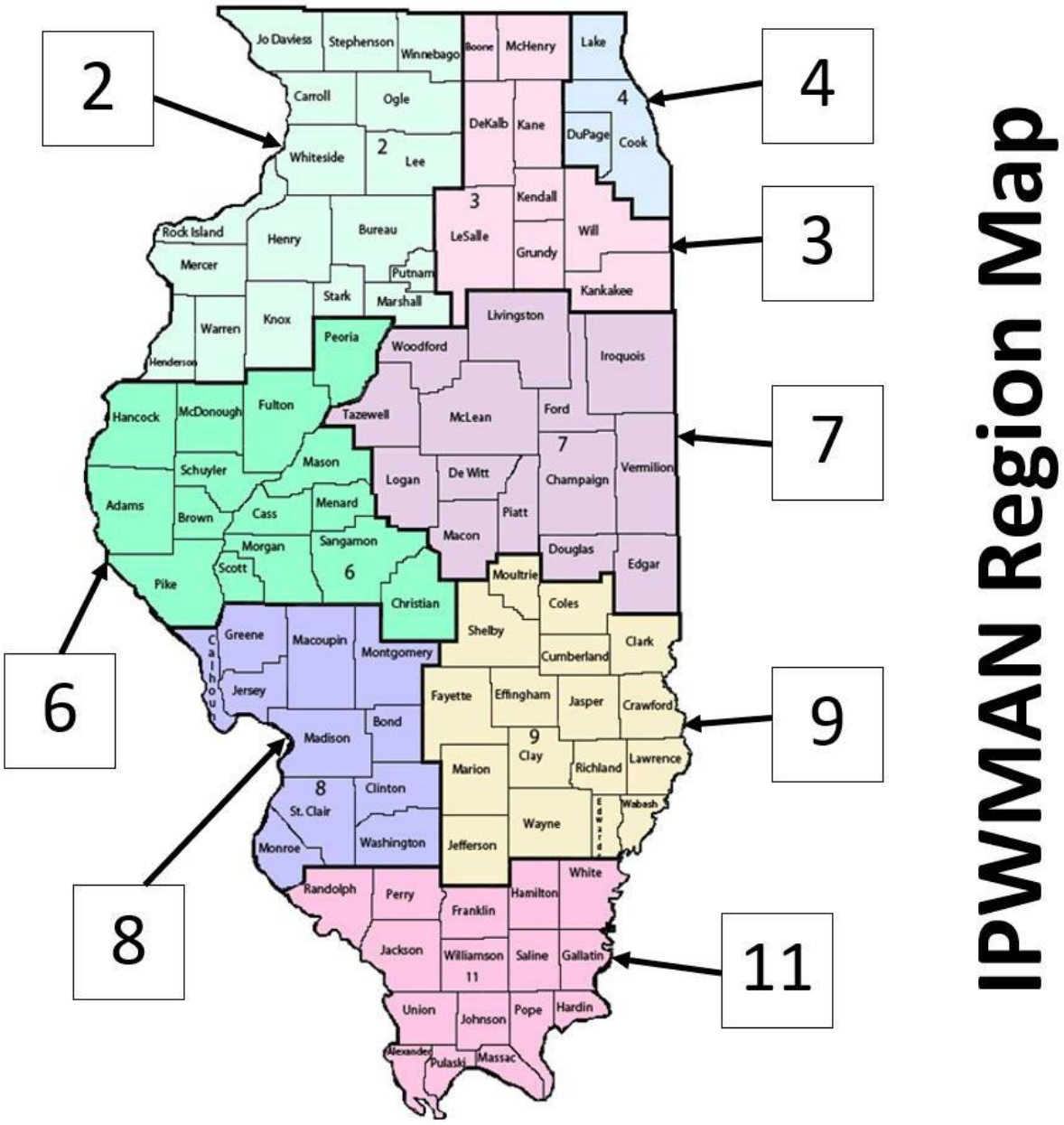
*Approved and executed this*_____*day of*_____*20*_____.

By:_____
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____
Joe Cronin
Secretary, IPWMAN Board of Directors

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board of Directors on October 22, 2024.

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map