

RESOLUTION #2026-8

A RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT WITH
BOONE COUNTY RELATING TO A JURISDICTIONAL
TRANSFER OF A PORTION OF GENOA ROAD

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

WHEREAS, Boone County (the County) is an Illinois unit of local government; and

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) empower units of local government to contract among themselves to share services and exercise, combine or transfer any powers not prohibited by law; and

WHEREAS, Genoa Road between Interstate 90 and Huber Road is currently a part of the County road system; and

WHEREAS, the City and County desire to facilitate future development south of Interstate I90 and a transfer of Genoa Road between Interstate 90 and Huber Road to the City's municipal road system will facilitate such development.

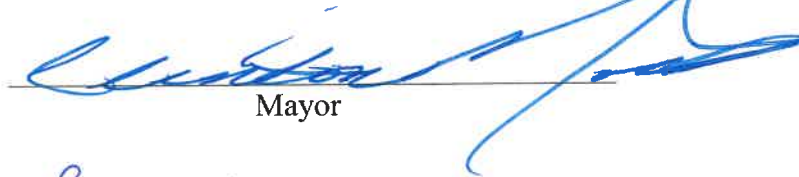
IT IS THEREFORE RESOLVED: by the MAYOR and CITY COUNCIL of the City of Belvidere, Boone County Illinois, as follows:

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

SECTION 2: The Mayor, or his designee, is authorized to execute, the Intergovernmental Agreement which is hereby approved.

Adopted by the City Council of the City of Belvidere, Illinois, this 16th day of March, 2026.

Approved:



Mayor

Attest:



City Clerk

(SEAL)

Ayes: Gramkowski, McGee, Montalbano, Peterson, Stevens, Albertini, Brereton,
Fleury and Frank.

Nays: None.

Absent: Hoiness.

Date Approved: March 17, 2026

INTERGOVERNMENTAL AGREEMENT
FOR JURISDICTIONAL TRANSFER OF A PORTION
OF GENOA ROAD
BETWEEN THE CITY OF BELVIDERE
AND BOONE COUNTY, ILLINOIS

WHEREAS, the City of Belvidere (the City), is an Illinois unit of local government, duly created and existing under the laws of the State of Illinois which is the highway authority of the municipal road system; and

WHEREAS, Boone County, Illinois (the County), is an Illinois unit of local government, duly created under the laws of the State of Illinois with jurisdictional authority of the County highway system; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide further authority for the City and the County to obtain or share service and to exercise, combine or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, Genoa Road south of the City's corporate limits is a part of the Boone County highway system and under the jurisdiction of Boone County; and

WHEREAS, Genoa Road / Belvidere Road, immediately north of the southern boundary of the City's corporate limits is a part of the City of Belvidere municipal road system; and

WHEREAS, both the City and the County are committed to the orderly development of the area surrounding the City of Belvidere to provide an opportunity to expand the County's and the City's tax bases which assists in keeping the taxes lower for City and County residents; and

WHEREAS, development of the areas south of I90 in the vicinity of Genoa Road would be facilitated through the transfer of a portion of Genoa Road from the County road system to the City of Belvidere municipal road system including any land rights appurtenant thereto; and

WHEREAS, Section 5/4-409 of the Illinois Highway Code (605 ILCS 5/4-409) specifically allows for a transfer of a portion of a road from the County's highway system to the City's highway system with approval from the Illinois Department of Transportation (IDOT).

NOW, in consideration of the mutual promises and undertakings set forth in this Agreement and other valuable consideration the sufficiency of which is acknowledged, the City and the County agree as follows:

- 1) The foregoing recitals are incorporated herein as if fully set forth.

- 2) Subject to IDOT approval, the County agrees to transfer jurisdiction of a portion of Genoa Road, as depicted on the attached Exhibit A, to the City of Belvidere's municipal road system, including any interest in the land appurtenant thereto.
- 3) The City agrees to accept the jurisdictional transfer of the portion of Genoa Road depicted in Exhibit A from the County.
- 4) Application to IDOT for approval of the jurisdictional transfer of the portion of Genoa Road depicted in exhibit A shall be made upon the earlier of request by the City of Belvidere or the City's approval of any final plat of subdivision or planned unit development fronting upon Genoa Road or requiring City utility extensions along Genoa Road.
- 5) The County hereby grants the City of Belvidere a perpetual easement over under and within the entire right-of-way of Genoa Road for the construction, operation, and maintenance of City utilities, including, but not limited to, water, sanitary sewer, and stormwater utilities. The City agrees to indemnify, defend and hold harmless the County, its officials, officers, and employees from any liability of any kind, including, but not limited to death or bodily injury, associated or in any way related to the City's activities in constructing, maintaining or operating said utilities. This easement is intended to allow the City to begin construction of any utilities during the pendency of the jurisdictional transfer.
- 6) MISCELLANEOUS:
 - a) This Agreement may be modified only by the mutual written consent of the Parties after appropriate authorization and approval of their Board or Council.
 - b) This Agreement supersedes all prior agreements, negotiations and exhibits with respect to the subject matter thereof and is a full integration of the entire agreement of the Parties.
 - c) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
 - d) If any provision, covenant, agreement or portion of this Agreement or its application to any person, or entity is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end all provisions, covenants or portions of this Agreement are declared to be severable.
 - e) All notices related to this Agreement shall be in writing and shall be deemed delivered to the addressee two (2) days after deposit in the United States

mail, postage prepaid, or one (1) day after deposit with any nationally known and reputable overnight courier service, charges prepaid or one (1) day after delivery by facsimile accompanied by a confirmation indicating receipt of the facsimile. All notices shall be addressed as follows:

If to County: To: Board Chairman of the
Boone County Board
Boone County Administration Building
1212 Logan Ave, Suite 102
Belvidere, Illinois 61008

With a Copy To: Boone County State's Attorney
Boone County Courthouse
601 N. Main Street
Belvidere, Illinois 61008

If to City: To: City Clerk
City of Belvidere
401 W. Whitney Blvd.
Belvidere, Illinois 61008

With a Copy to: City Attorney
City of Belvidere
401 W. Whitney Blvd.
Belvidere, Illinois 61008

- f) Any Section titles or numbers are for convenience purposes only and shall not be considered in any interpretation of this Agreement.
- g) This Agreement is non-assignable and any attempt to assign this Agreement by either Party without the express written consent of the other shall be deemed null and void. Further, any attempt to assign this Agreement without the prior written consent of the other Party shall be deemed a material breach and the non-breaching Party may declare the Agreement immediately terminated.
- h) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law rules.
- i) Any action brought to enforce this Agreement, or arising out of this Agreement or related to this Agreement shall be brought in the 17th Judicial Circuit, Boone County Illinois and the Parties submit to the jurisdiction of and venue in that Court.

j) This Agreement is an agreement solely between the Parties and exists only for the benefit of the Parties. There are not intended third Party beneficiaries to this Agreement.

Signed this _____ day of _____, 2026.

By: _____
Karl Johnson
Chairman Boone County Board


By: _____
Clinton Morris
Mayor City of Belvidere

Attest: _____
Boone County Clerk

Attest: _____
City Clerk

Exhibit A

Legend

 ROW Subject to Jurisdictional Transfer

