

RESOLUTION #2026-9

A RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT WITH
BOONE COUNTY RELATING TO LANDFILL #2

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, Boone County is the Owner of Landfill #2 and the City of Belvidere is the operator of Landfill #2; and

WHEREAS, the City and County have, pursuant to former intergovernmental agreements operated Landfill #2 and cooperated in its closure; and

WHEREAS the City and County desire to ensure that any monetary gain from Landfill #2 is used to support the City's and County's closure efforts of Landfill #2.

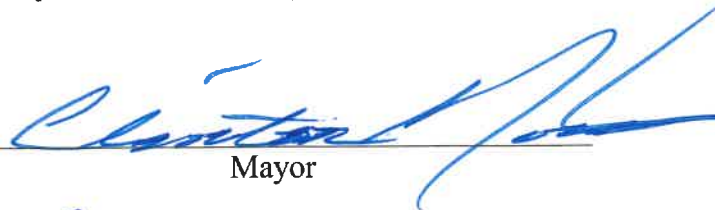
IT IS THEREFORE RESOLVED: by the MAYOR and CITY COUNCIL of the City of Belvidere, Boone County Illinois, as follows:

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 6th day of April, 2026.

Approved:



Mayor

Attest:



City Clerk

(SEAL)

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

Nays: None.

Absent: None.

Date Approved: April 8, 2026

INTERGOVERNMENTAL AGREEMENT
RELATING TO THE BOONE COUNTY
ILLINOIS ROUTE 76 LANDFILL
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; and

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

WHEREAS, the City and the County previously entered into an Agreement on March 14, 1973 which agreement has been revised and amended from time to time (the Prior Agreements) for the joint operation of the County owned landfill located on Illinois Route 76 between Squaw Prairie Road and Spring Creek Road and commonly known as Landfill number 2 (the Landfill), and

WHEREAS, the City and the County have been administering the Landfill through a closeout process under the supervision of the Illinois Environmental Protection Agency (IEPA) with each party contributing equal amounts of funding and in-time staff operations toward the closeout of the Landfill; and

WHEREAS, the County has sought to lease the surface of the Landfill for purposes of operating a solar farm improved with solar panels with a private third party which will compensate the County for the use of the land upon which the solar panels are situated; and

WHEREAS, The City and County now acknowledge that the Landfill may have viable economic value which may assist in the financing of the Party's operation in the closeout process ; 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.

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) The Parties agree that any funds received by either party in any way related to the Landfill, including, but not limited to lease payments for use of the Landfill,

shall be deposited in a Landfill account maintained by the County and shall be applied to equally reduce each Party's required contributions for the operation and the closeout of the Landfill.

- 3) Each party shall quarterly make an accounting of all revenues and expenditures, related to Landfill 2, to the appropriate City County Committee charged with oversight of Landfill 2, and to the Boone County Administrator and the City Finance Director respectively.
- 4) This income sharing agreement shall survive and remain in effect until such time as the Parties receive final closeout approval from the IEPA and receive a No Further Remediation Letter or such other notice from the IEPA that no further monitoring or actions are required with respect to the Landfill **and** the City is released and no longer serves as the Operator of the Landfill.
- 5) The Parties further agree that neither Party shall in any way encumber the Landfill or enter into any contract affecting the Landfill without the prior written consent of the other Party, after approval from their respective County Board or City Council. The Parties recognize the need for cooperation with all operations of the Landfill and its closeout as the City is the IEPA approved Operator of the Landfill and the County is the fee simple owner of the Landfill.
- 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 shall not be deemed to supersede the Parties' prior agreements with respect to the Landfill (the Prior Agreements) but shall be deemed to augment such agreements. However, in the event of any conflict between this Agreement and the Prior Agreements, the terms of this Agreement shall prevail.
 - 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 Courthouse
601 N. Main Street
Belvidere, Illinois 61008

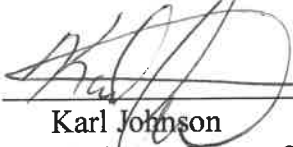
With a Copy To: Boone County State's Attorney
Boone County Courthouse
601 N. Main Street
Belvidere, Illinois 61008


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 no intended third-party beneficiaries to this Agreement.

Signed this 10th day of April, 2026.

By: 
Karl Johnson
Chairman Boone County Board

By: 
Clinton Morris
Mayor City of Belvidere

Attest: 
Boone County Clerk

Attest: 
City Clerk