Village of Algonquin
Committee of the Whole
April 21, 2026
7:45 PM
Ganek Municipal Center
2200 Harnish Drive, Algonquin

1. **Roll Call - Establish a Quorum**
2. **Public Comment - Audience Participation**
   (Persons wishing to address the Committee must register with the Chairperson prior to roll call.)
3. **Community Development**
   - A. Consider an Intergovernmental Agreement with the Northern Illinois Land Bank Authority to Join the Northern Illinois Land Bank Authority
   - B. Consider a Resolution Appointing the Community Development Director to Serve on the Board of Trustees of the Northern Illinois Land Bank Authority
4. **General Administration**
5. **Public Works & Safety**
   - A. Consider an Agreement with Currie Motors for the Purchase of a Ford F-150
6. **Executive Session, if Required**
7. **Other Business**
8. **Adjournment**

AGENDA ITEM

MEETING TYPE:	Committee of the Whole
MEETING DATE:	April 21, 2026
SUBMITTED BY:	Patrick Knapp, AICP
DEPARTMENT:	Community Development
SUBJECT:	Consider an Intergovernmental Agreement with the Northern Illinois Land Bank Authority to Join the Northern Illinois Land Bank

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BACKGROUND:

The Northern Illinois Land Bank Authority (NILBA) is a program administered by the Region 1 Planning Council and funded in part through the Illinois Housing Development Authority. Land banks serve as a critical tool for addressing blight by acquiring abandoned or tax-delinquent properties that cannot be sold on the private market due to outstanding back taxes, liens, or other encumbrances. Through a judicial deed process, NILBA has staff with the expertise to acquire such properties, clear title, and transfer ownership to qualified buyers committed to rehabilitation and code compliance.

Participation in NILBA is open to municipalities in northern Illinois, including Algonquin. By entering into an intergovernmental agreement (IGA) with NILBA, the Village of Algonquin will gain access to a structured mechanism for addressing distressed and abandoned properties within its corporate limits. The IGA establishes the terms of participation and ensures that no property within the Village's jurisdiction could be acquired by the Land Bank without Village approval. These properties will be addressed through separate IGAs that will be brought forward for approval in the future as the opportunities to purchase become available.

Note that the Land Bank does not hold the power of eminent domain.

DISCUSSION:

Staff has reviewed the proposed IGA and finds its terms consistent with the Village's interests in neighborhood stabilization and property maintenance. Participation in NILBA will provide the Village with a cost-effective option for addressing properties that would otherwise remain vacant, deteriorating, and a burden on municipal resources. The Land Bank's disposition process requires purchasers to be vetted and to complete required construction and/or rehabilitation work in compliance with applicable codes in a tight timeframe, offering the Village greater influence over property outcomes than a standard tax sale or auction process could provide. The Village will have the right to refuse a purchaser, even if all other NILBA Trustees support the purchase.

FISCAL IMPACT:

There is no cost to the Village associated with entering into this intergovernmental agreement except for staff time and travel to quarterly meetings in Rockford, Illinois.

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board to authorize the Village President to execute the Intergovernmental Agreement with the Northern Illinois Land Bank Authority.

ATTACHMENTS:

Exhibit A. Land Bank Handout
Exhibit B. Intergovernmental Agreement

LAND BANKS

STRENGTHENING OUR NEIGHBORHOODS

WHAT IS A LAND BANK?

A land bank is a government agency focused on the conversion of **vacant, abandoned, and tax delinquent** properties into productive use alongside long-term community goals.

HOW DOES IT WORK?

- **Acquire property** at low cost through the **tax foreclosure** process
- **Eliminate liabilities**; clear title and/or back taxes
- Transfer property to responsible owners based on community needs and planning

Most vacant and abandoned properties are **rejected** by the private market due to legal and financial barriers like clouded titles, repairs, and delinquent taxes exceeding the market value of the property.

Communities are paying the price for vacant and abandoned properties:

- Decreased property values
- Higher insurance premiums
- Fire and safety hazards
- Neighborhood population decline
- Weakened community
- Poor quality of life

DRAINING LOCAL TAX DOLLARS

No tax revenue
Property maintenance
Demolition costs

WHY DOES IT MATTER?

The spiral of blight destabilizes neighborhoods.
Taking no action makes the problem worse.

WHAT HAPPENS TO THE LAND BANK PROPERTIES?

RESIDENTIAL HOME SALES

Properties sold to single-family homeowners or housing developers

SIDE-LOT SALES

Lots sold to adjacent homeowners that are often too small for construction

COMMERCIAL PROPERTY SALES

Sold 'as-is' to buyers aiding in economic development and job creation

MORE INFO

riplanning.org/landbank
communityprogress.net

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

Village of Algonquin

2200 Harnish Drive, Algonquin, IL
(847) 658-2700 | www.algonquin.org

AGENDA ITEM

MEETING TYPE:	Committee of the Whole
MEETING DATE:	April 21, 2026
SUBMITTED BY:	Patrick Knapp, AICP
DEPARTMENT:	Community Development
SUBJECT:	Consider a Resolution Appointing the Community Development Director to Serve on the Board of Trustees of the Northern Illinois Land Bank Authority

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BACKGROUND:

The Intergovernmental Agreement with the Northern Illinois Land Bank Authority (NILBA) requires each participating municipality to designate a Community Representative to serve as a Trustee on the NILBA Board of Trustees. The Trustee participates in quarterly Board meetings in Rockford, Illinois, provides input on acquisition and disposition priorities within the Village's jurisdiction, and ensures that no property within Algonquin's corporate limits could be acquired without Village approval. Staff recommends that the Community Development Director serve in this capacity, given the role's direct alignment with the department's responsibilities for land use, property maintenance, and code enforcement.

RECOMMENDATION:

Staff recommends that the Committee of the Whole advance this matter to the Village Board to adopt a resolution appointing the Community Development Director as the Village of Algonquin's Community Representative to serve as a Trustee on the Northern Illinois Land Bank Authority Board of Trustees.

VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 12, 2025

TO: Tim Schloneger, Village Manager
Nadim Badran, Public Works Director

FROM: Michael Reif, Internal Services Supervisor

SUBJECT: Purchase of One New Ford F-150 Pickup Truck

Staff recommends purchasing one new 2025 Ford F-150 pickup truck, to add to the Water Division fleet, For the price of $40,970.

Funds for this purchase were approved in the FY25-26 budget process.

This truck will be purchased through the **Suburban Purchasing Cooperative**, a joint purchasing program that provides competitively bid pricing for municipal vehicles, with Currie Motors as the low bidder.

CURRIE MOTORS FLEET

INVOICE

10125 West Laraway Rd
Frankfort, IL 60423 Phone: 815-464-9200 Fax: 815-464-7500 curriefleet@gmail.com

SOLD TO:
Village of Algonquin **QUOTE**

SPC # 232

INVOICE NUMBER	QUOTE
INVOICE DATE	
PURCHASE ORDER NO.	
SALESPERSON	Nic Cortellini
TERMS	COD
DELIVERY ETA	

SHIPPED TO:
Village of Algonquin

STOCK #	DESCRIPTION	VIN	AMOUNT
X1L	2025 Ford F-150 XL 4x4, Super Cab, 6.5FT Box		$40,025.00
99P	2.7L V6 Eco Boost		N/C
44G	Electronic 10 Speed Automatic Transmission		N/C
96W	Beadliner- Tough Bed Spray - IN		$ 542.00
85H	Back Up Alarm		$ 200.00
Exterior Color	Oxford White		N/C
Interior	Vinyl 40/20/40 Front Seat		N/C
	License and Title Municipal (M-Plates)		$ 203.00

FINANCE CHARGES will apply if the invoice is unpaid from 15 days after delivery date of the vehicle. The "FINANCE CHARGES" are computed by a periodic rate of 1% per month. The title application must be filed with Secretary of State within 30 days or will be subject to a delinquint fee of $188.00

SUBTOTAL $ 40,970.00

PAY THIS AMOUNT

$ 40,970.00

X
Accepted By

THANK YOU FOR YOUR BUSINESS!