

Chapter 480

[Text of Intergovernmental Agreement as Amended]

AGREEMENT ESTABLISHING THE
JO--CARROLL DEPOT LOCAL REDEVELOPMENT
AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT made between the County of Jo Daviess, a body politic and corporate, by the County Board of Jo Daviess County (hereinafter referred to as "Jo Daviess County") and the County of Carroll, a body politic and corporate, by the County Board of Carroll County (hereinafter referred to as "Carroll County") on the date last indicated by the authorized signatures of the parties below:

WHEREAS, the Savanna Army Depot has been certified for closure by the United States Secretary of Defense; and

WHEREAS, the Base Closure Community Redevelopment Assistance Act (hereinafter referred to as "the Act") provides that the Secretary of Defense shall proceed with the closure of the Savanna Army Depot in consultation with a local redevelopment authority which should be under the direction of the local governmental units upon which the Depot is located; and

WHEREAS, there was previously established a planning agency known as the Savanna Army Depot Local Redevelopment Authority which the Secretary recognized as the authorized local redevelopment authority for the purpose of preparing a plan for the re-use of the Savanna Army Depot facilities in accordance with the Act; and

WHEREAS, the re-use plan has been prepared and approved and the Savanna Army Depot Local Redevelopment Authority should now be dissolved and replaced with a new local redevelopment authority which is authorized to implement the re-use plan; and

WHEREAS, the Secretary wishes to designate the new Jo-Carroll Depot Local Redevelopment Authority established by this intergovernmental agreement as the Local Redevelopment Authority with which will have the authority to implement

the re-use plan; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/ 1 et seq.) authorizes the Counties of Jo Daviess and Carroll to establish the Jo-Carroll Depot Local Redevelopment Authority in cooperation with one another pursuant to section 3 of the same Act which provides:

Sec. 3. Intergovernmental agreements. Any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment.

and section 5 of the same Act which provides:

Sec. 5. Intergovernmental contracts. Any one or more public agencies may contract with any one or more other 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. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.

And

WHEREAS, the County Boards of Jo Daviess and Carroll Counties agree that the continued cooperation of both Counties in managing the closure and redevelopment of the Savanna Army Depot will serve the best interests of the People of both Counties now and for generations to come,

WHEREFORE, the County Boards of Jo Daviess and Carroll County agree as follows:

Section 1. Creation of the Jo-Carroll Depot Local Redevelopment Authority.

(A) There is hereby established the Jo-Carroll Depot Local Redevelopment Authority, which may be known as the Jo-Carroll Depot L. R. A (hereafter referred

to as the "LRA"). with the authority to implement the re-use plan for the Savanna Army Depot and to modify the plan as may become necessary. The LRA shall be an agency of the Counties of Jo Daviess and Carroll.

(B) It is the intention of the County Boards of Jo Daviess and Carroll County that the LRA established herein be designated by the Secretary of Defense as the responsible implementing local redevelopment authority for the application of the Base Closure Community Redevelopment Act to the closure of the Savanna Army Depot.

Section 2. Dissolution of the former Savanna Army Depot Local Redevelopment Authority and Transfer of its Assets and Liabilities.

(A) The Savanna Army Depot Local Redevelopment Authority previously established and recognized by the Secretary of the Army as the planning authority for the development of the re-use plan for the Savanna Army Depot shall dissolve upon the initial meeting of the Board of Directors of the Jo-Carroll Depot L. R. A.

(B) All right, title and interest in all assets, whether tangible or intangible, real or personal, of the Savanna Army Depot Local Redevelopment Authority and all of liabilities, debts and obligations of every kind of that Authority shall pass to the Jo-Carroll Depot L. R. A. and shall become the assets and liabilities of the Jo-Carroll Depot L. R. A. immediately upon the initial meeting of the Board of Directors of the Jo-Carroll Depot L. R. A. The Jo-Carroll Depot L. R. A. shall hold title to all property in its name on behalf of the Counties of Jo Daviess and Carroll.

Section 3. Operation of the Jo-Carroll Depot Local Redevelopment Authority.

(A) The initial Board of Directors shall meet at a date and place designated by the Chairmen of the Jo Daviess and Carroll County Boards to convene the first meeting of the initial Board of Directors. The date for that meeting shall be within 60 days of the establishment of this agreement, and the place of the meeting shall be within Jo Daviess or Carroll County. The Board of Directors shall within 60 days of its first meeting and by a two-thirds vote approve bylaws which shall govern the day-to-day operation of the LRA, including the establishment of such offices and committees as may be convenient to the performance of its duties.

(B) Any funds collected by the LRA shall be held in such depositories as

the LRA may designate. All such funds shall be held in the name of the LRA and under the Employer Identification Number of the LRA, or under the Employer Identification Numbers of the Counties of Jo Daviess and Carroll, jointly, and shall be spent at the direction of the Board of Directors.

Section 4. Board of Directors.

(A) . The authority to direct and manage the LRA shall be vested in a Board of Directors. The Board of Directors shall be composed of eight persons, four of whom shall be designated by the chairman of the Jo Daviess County Board with the advice and consent of the County Board of Jo Daviess County, and four of whom shall be designated by the chairman of the Carroll County Board with the advice and consent of the County Board of Carroll County.

(B) The term of each Member of the Board of Directors appointed prior to August 1, 1998 shall terminate on August 20, 1998. The term of each Member of the Board of Directors appointed on or after August 1, 1998 shall be for three years. All members of the Board of Directors shall be domiciles of either Jo Daviess or Carroll County.

Section 5. Officers.

(A) The Board of Directors shall elect one of their members to serve as the Chairman, who shall preside at all meetings of the Board of Directors. The Chairman shall serve a term of one year.

(B) The LRA shall employ an Executive Director and such support staff as may be necessary who shall serve under the direction and control of the Board of Directors. The employment agreements for all current staff of the Savanna Army Depot Local Redevelopment Authority in effect on the date of this agreement will be assumed by the LRA for the balance 1997.

Section 6. Votes of Members and the Chairman.

(A) Each member of the Board of Directors, other than the Chairman, shall have one vote on each matter to come before the LRA. No proxy or absentee vote shall be permitted.

(B) The Chairman (or any Vice-Chairman serving in the absence of the Chairman) shall have no vote unless the voting members of the Board of Directors are evenly divided.

Section 7. Powers and Duties of the LRA.

(A) The LRA shall take all actions that are necessary and proper to the implementation of the re-use plan, including the review and amendment of the plan as may be convenient to the application of the Base Closure and Community Redevelopment Act to the closure of the Savanna Army Depot.

(B) The LRA shall have the following powers as may be reasonably related to the creation, modification and implementation of the re-use plan.

(i) To sue or be sued;

(ii) To apply for and accept gifts, grants or loans of funds or property or financial or other aid from any public agency or private entity, all in the name of the LRA with property held in the name of the LRA as security therefore;

(iii) To acquire, hold, sell, lease as lessor or lessee, lend, transfer or dispose of such real or personal property including intangible property, or interests therein, all in the name of the LRA, as it deems appropriate in the exercise of its powers, to provide for the use thereof by, and to mortgage, pledge or otherwise grant security interests in any such property;

(iv) To make and execute all contracts and other instruments necessary or convenient to the exercise of its power;

(v) To adopt, amend and repeal ordinances, resolutions, rules and regulations with respect to its powers and functions and not inconsistent with the re-use plan and the Base Closure and Community Redevelopment Act;

(vi) To provide for the insurance, including self-insurance, of any property or operations of the LRA or its members, directors, officers and employees, against any risk or hazard, and to indemnify its members, directors, officers and employees therefrom;

(vii) To appoint, retain and employ officers, agents, independent contractors and employees to carry out its powers and functions hereunder;

(viii) To make and execute any contract with the federal, state, or a unit of local government or any person relating to the creation, modification or implementation of the re-use plan;

(viii) To create reserves for the purpose of planning, constructing, reconstructing, acquiring, owning, managing, insuring, leasing, equipping, extending, improving, operating, maintaining, repairing, and disposal of any real or personal property of the LRA;

(C) The LRA shall not have the following powers or authorities:

(i) To pledge or encumber any fund, property or other asset of any kind of the Counties of Jo Daviess or Carroll without the express written authorization of the Counties of Jo Daviess and Carroll.

(ii) To levy any tax or to abate tax established by law without the express written approval of the Counties of Jo Daviess and Carroll, or of the affected County if all of the land affected by the tax lies within one County.

(iii) To establish or expand any Tax Increment Financing District, Port Authority, Free Trade Zone or Enterprise Zone without the express written approval of the Counties of Jo Daviess and Carroll, or of the affected County if all of the affected land lies within one County.

Section 8. Financial Management.

(A) The LRA shall annually consent to an audit of its funds by either County as either County may direct.

(B) The LRA shall prepare an annual budget that shall be reviewed by the County Boards of Carroll and Jo Daviess Counties. The annual budget shall include an estimate of revenues and expenses for the proposed budget year and a projection of revenues and expenses for the following two budget years.

(C) The LRA shall provide the County Boards of Carroll and Jo Daviess

Counties with current monthly reports of all receipts and expenditures.

Section 9. Withdrawal from this Agreement.

(A) Either County may withdraw from this agreement by approving a resolution of the County Board of such county passed by the affirmative vote of three-fourths (3/4) of the number of elected members of the county board declaring the decision to withdraw and then mailing a certified copy thereof to the County Clerk of the non-withdrawing County at the courthouse thereof. The withdrawal will be effective on the sixtieth (60th) day after the certified copy of the resolution to withdraw has been mailed. All members of the Board of Directors appointed by the Chairman of that County Board shall forfeit their positions, and the LRA shall continue to exist and function with all the powers and duties herein set forth.

(B) Any County which withdraws from this agreement shall remain jointly and severally liable with the LRA and the remaining County for all liabilities, debts and obligations of any kind incurred by the LRA up to the effective date of the withdrawal.

(C) In the event both Counties should withdraw from this agreement, the LRA shall dissolve. Upon the dissolution of the LRA, all right, title and interest of the LRA in any real and personal property shall immediately pass to the County of Jo Daviess, if the property is found in Jo Daviess County, or the County of Carroll, if the property is found in Carroll County. Any right, title and interest of the LRA in any intangible property or in any real or physical property not located within the corporate limits of the County of Jo Daviess or the County of Carroll shall pass jointly to the County of Jo Daviess and the County of Carroll.

(D) Upon the dissolution of the LRA, all liabilities, debts and obligations of the LRA shall be assumed by the Counties of Jo Daviess and Carroll as their joint and several liabilities.

AGREED ON THE DATES INDICATED BELOW:

For the County of Jo Daviess:

For the County of Carroll:

480-7

Chairman
of the County Board

Date

John P. Peterman 8-11-98
Chairman
of the County Board

Date

Attest:

Attest:

County Clerk

Date

Justin A. Gray 8-11-98
County Clerk

Date

[This document reflects amendments approved by the County Boards of Carroll and Jo Daviess Counties as of August 20, 1998.]