

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman

Members: John Butitta, Paul Arena,
Joe Hoffman, Jaime Salgado, Valerie
Hanserd, Michael Thompson

DATE: THURSDAY, MAY 04, 2023

TIME: 5:30 PM

LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of April 6, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution to Approve Purchase Tractor/Mower for River Bluff Nursing Home with CIP 2023 Funds
- F. Resolution to Approve Fire Panel Upgrades Using CIP PSST 2023 Funds
- G. An Ordinance Rescinding Ordinance 2018 CO 092 and Permit the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method
- H. Resolution Awarding Bid for HVAC Replacement at Veterans Memorial Hall
- I. Resolution to Provide Winnebago County Administration Building Security/Threat Assessment
- J. Discussion regarding Long Term Planning and Capital Needs at the Juvenile Detention Center
- K. Future Agenda Items
- L. Adjournment

**Winnebago County Board
Operations and Administrative Committee Meeting**
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, April 6, 2023
5:30 PM

Present:

Keith McDonald, **Chairperson**
Valerie Hanserd, **Vice Chairperson**
Paul Arena
John Butitta
Joe Hoffman
Jaime Salgado
Michael Thompson

Others Present:

Patrick Thompson, County Administrator
Dave Rickert, Chief Financial Officer
Ann Johns, Purchasing Director
Lafakeria Vaughn, State's Attorney's Office
Dan Magers, IT Department
Debbie Crozier, HR Director
Char LeClercq, State's Attorney Office
Jim Webster, County Board Member
Angie Goral, County Board Member
Scott Bloomquist, Reg. Supt., Regional Office of Education
Tom Hodges, Supervisor of Assessments
John Sweeney, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of February 2, 2023 and March 2, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution to Approve the Execution of a Renewal Agreement with Vision Service Plan (VSP) for Voluntary Vision Insurance
- F. Resolution for Replacement of State's Attorney and Public Defender Case Management System
- G. Resolution Amending the Organizational Structure of the River Bluff Nursing Home Board of Directors
- H. Discuss Additional Position in Purchasing Office
- I. An Ordinance Amending "Ordinance 2018 CO 092", Prohibiting the Use of Ground Water as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method – Discussion Only

- J. Future Agenda Items
- K. Adjournment

Chairperson McDonald called the meeting to order at 5:30 PM.

Roll Call

Chairperson Keith McDonald yes, John Butitta, yes, Paul Arena yes, Joe Hoffman yes, Jaime Salgado yes, Valerie Hanserd yes, Michael Thompson yes.

Approval of February 2, 2023 and March 2, 2023 Minutes

Chairperson McDonald called for a motion to approve the February 2, 2023 and March 2, 2023 minutes.

Motion: Ms. Hanserd. Second: Mr. Thompson.

Motion passed by unanimous voice vote.

Public Comment

Chairperson McDonald omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution to Approve the Execution of a Renewal Agreement with Vision Service Plan (VSP) for Voluntary Vision Insurance

Motion: Chairperson McDonald. Second: Mr. Hoffman.

The Resolution authorizes the County to renew its contract with (VSP) Vision Service Plan for voluntary vision insurance.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution for Replacement of State's Attorney and Public Defender Case Management System

Motion: Chairperson McDonald. Second: Mr. Salgado.

The Resolution authorizes the County to replace the Case Management Software System for the State's Attorney's and the Public Defender's office.

- Discussion followed.

Chairperson McDonald made a motion to amend the Resolution, paragraph four, Now, Therefore, Be It Resolved to include "*which shall be subject to legal review*" after "an agreement."

Second: Mr. Butitta.

Motion passed by unanimous voice vote for the amendment.

Chairperson McDonald called for discussion on the amended agreement.

Motion passed by unanimous voice vote on the amended agreement.

Resolution Amending the Organizational Structure of the River Bluff Nursing Home Board of Directors

Motion: Chairperson McDonald. Second: Mr. Salgado.

The Resolution modifies the composition of the River Bluff Board of Directors increasing membership to 11 members to represent the interests of River Bluff.

- Discussion followed.

Mr. Arena stated for the record that he knows the anxiety about the commitment of the board to maintain River Bluff moving forward and that the Board is 100 percent committed to keeping River Bluff open and financially stable for years to come and Mr. Arena is 100 percent favorable of seeing River Bluff being a success.

- Discussion followed on changing the Bylaws that have been adopted.

Mr. Arena made the motion to layover the Resolution to the next Operations and Administrative committee meeting.

Second: Mr. Butitta.

- Discussion followed.

Motion passed by a majority voice vote with 3 no votes to layover the Resolution to the next committee meeting.

Discuss Additional Position in Purchasing Office

Discussion took place on the justification and sources of funding for adding an additional staff person in the Purchasing office.

An Ordinance Amending “Ordinance 2018 CO 092”, Prohibiting the Use of Ground Water as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method – Discussion Only

Discussion took place on the effect of repealing the Ordinance amending “Ordinance 2018 CO 092” prohibiting the use of groundwater as a potable water supply as part of the EPA’s Superfund Site Cleanup.

Mr. Swenson, Geologist and Board member of the Gun Club was introduced to the committee and gave background information on how the ordinance and Acme Solvents has prevented the Club’s ability to develop property purchased by the Gun Club to install a well, septic system and Clubhouse.

- Discussion followed.

Mr. Arena asked that the Ordinance be continued on the agenda for the next committee meeting.

Future Agenda Items

- Incorporating Sheriff’s Proposal on Security for the County Administration Building into Phase III ARP Funds
- Resolution for Installation and Utilization of Solar Power at River Bluff Nursing Home
- Public Safety Building Project
- Health Department Bonds and MOU for Ownership Responsibilities
- Resolution for Courthouse Code Compliance Issues

Motion to Adjourn.

Chairperson McDonald called for a motion to adjourn the meeting.

Motion: Mr. Thompson. Second: Mr. Hoffman.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department for RBNH Facilities Staff
Committee Name: Operations and Administrative Committee
Committee Date: May 4, 2023
Board Date: May 11, 2023
Resolution Title: Resolution to Approve Purchase Tractor/Mower for River Bluff Nursing Home with CIP 2023 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$52,000
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? \$52,000	
Over or Under approved amount? UNDER By: \$25,640	
Reason for ARPA or CIP increase? N/A	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200-46430-C2309 Descriptor: CIP – Machinery & Equipment	
Budget Impact? \$26,360	

Background Information: River Bluff Nursing Home's Facilities Department is in need of a new Tractor/Mower for Spring 2023. The large 22 acre facility is currently using a 1998 John Deere Tractor/Mower, which had an average life expectancy of 500 hours, or 10 years; noting the potential extra 5 years with proper equipment maintenance. Options for the current, 25 year old, tractor/mower will be to keep it as a backup mower or it may be auctioned on GovDeals in the future.

RBNH Facilities staff prefer a local dealer to handle all equipment maintenance and warranty matters. The Purchasing Department contacted local suppliers seeking Government pricing. The lowest government price quote was an in stock a 2023 Kubota B2601HSD-1 tractor that meets the requested specifications, see Resolution Exhibit A. CIP 2023 funds is the funding source for this purchase.

Recommended By: Shawn Franks, Facilities Engineer, recommends purchasing the Kubota B2601HSD-1 Tractor/Mower from Bobcat of Rockford, 5925 Wheeler Rd, Cherry Valley, IL 61016, as quoted in Resolution Exhibit A.

Contract/Agreement Information: The purchase will be in the form of a County issued Purchase Order.

Follow-Up Steps: The Purchasing Department will issue a Purchase Order to Bobcat of Rockford and work with the Facilities RBNH staff on delivery of the new tractor/mower.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2023 CR

**RESOLUTION TO APPROVE PURCHASE OF TRACTOR/MOWER FOR RIVER BLUFF NURSING HOME
WITH CIP 2023 FUNDS**

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, River Bluff Nursing Home needs to replace their 25 year old tractor/mower; and,

WHEREAS, the Purchasing Department received quotes from local dealers who offer Government pricing and warranty repairs; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quote received for the aforementioned purchase and recommends awarding this purchase to:

**BOBCAT OF ROCKFORD
5925 WHEELER ROAD
CHERRY VALLEY, ILLINOIS 61016**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, to BOBCAT OF ROCKFORD, 5925 WHEELER ROAD, CHERRY VALLEY, ILLINOIS 61016.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Finance Director, Facilities Engineer, River Bluff Nursing Home Administrator, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



BOBCAT OF ROCKFORD

5925 Wheeler Road Cherry Valley, Illinois 61016
 Phone: (815) 332-8300 Fax: (815) 332-8310



Sales Quote # WinnCo-2301

To: **Winnebago County (RiverBluff)**
 Address: 404 Elm St Room 202
Rockford IL 61101
 Attn: Deanna Severson
 From: **Brett Larson**

Date: 11-Apr
 Cell: 8153194387
 Fax: _____

Email: dseverson@purchasing.wincoil.gov

Quantity	Description	Price Each	Total Price
	Pricing per the Kubota 2023 Governmental Pricing Program		
1	New Kubota B2601HSD-1 Tractor with R14 Hybrid Tires, LA435 Loader with B1673 2 Lever Quick Coupler and B2372 60" Quick Attach Light Material Bucket *In Stock and Immediately Available		\$22,820
1	New Kubota RCK60-32 Mid mount Mower 60" Width *Will be Ordered, Time to get TBD		\$3,010
1	New Kubota E1133 Plastic Canopy Kit *Will be Ordered, Time to get TBD		\$530
Trade in:		Set-up & Freight	Included
		Total Price	\$26,360
		Trade Allowance	\$0

All prices subject to change without prior notice or obligation. This price quote supercedes all preceeding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Terms: **TBD**

Cash Difference: **\$26,360.00**

Tax: **\$0.00**

Total: **\$26,360.00**

Salesman: **Brett Larson**



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department for Facilities
Committee Name: Operations and Administrative Committee
Committee Date: May 4, 2023
Board Date: May 11, 2023
Resolution Title: Resolution To Approve Fire Panel Upgrades Using CIP PSST 2023 Funds

Budget Information

Budgeted? NO	Amount Budgeted? \$
If not, originally budgeted, explain the funding source?	CIP PSST 2023 Funds
If ARPA or CIP funded, original Board approved amount?	\$145,000 – was the original request
Over or Under approved amount? UNDER	By: \$49,950
Total of all items?	\$95,050
If ARPA funded, was it approved by Baker Tilly?	N/A
ORG/OBJ/Project Codes: 82200-46320-C2307	Descriptor: Building Impr/Courthouse Fire Panel
82200-46320-C2308	Building Impr/Adult Prob Fire Panel

Background Information:

The County of Winnebago owned Adult Probation Building and the County Courthouse need to upgrade their fire panels, in order to detect a fire and activate a quick emergency response to evacuate the Buildings safely. The fire panels in the Adult Probation Building currently have Simplex brand panels, that are over 25 years old, and do not match the rest of the County's fire panels (Notifier brand). Simplex does not support these fire panels any longer, as they are obsolete. The Courthouse currently uses Notifier panels that are over 20 years old and are in desperate need of upgrading, in order to work properly.

Pro Com Systems is a sole source for this specific equipment and has the current contract as a dealer for Notifier products. With the purchase and installation of new Notifier fire panels, in both the Adult Probation Building and the Courthouse, the upgrades will be able to provide the necessary services effectively.

Recommended By:

Shawn Franks, Facilities Engineer, recommends the purchase and installation of Notifier brand fire panels.

Follow-Up Steps:

Purchasing Department will issue County Purchase Orders for purchase and installation of fire panel upgrades using CIP PSST 2023 Funds.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2023 CR

RESOLUTION TO APPROVE FIRE PANEL UPGRADES USING CIP PSST 2023 FUNDS

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the County of Winnebago owned facilities, Adult Probation Building and the County Courthouse, need fire panel upgrades; and,

WHEREAS, Pro Com Systems is a sole source for this specific equipment manufacturer, Notifier brand fire panels (See Resolution Exhibit A and Resolution Exhibit B); and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois recommends approval of the purchase and install of the fire panel upgrades for the Adult Probation Building and the County Courthouse:

PRO COM SYSTEMS
3555 ELECTRIC AVENUE
ROCKFORD, ILLINOIS 61109

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Director of Purchasing is authorized to execute County Purchase Orders, on behalf of the County of Winnebago, to PRO COM SYSTEMS, 3555 ELECTRIC AVENUE, ROCKFORD, ILLINOIS 61109.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Facilities Engineer, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



SOLE SOURCE JUSTIFICATION FORM

(PLEASE COMPLETE AND ATTACH TO MUNIS REQUISITION)

ORG-OBJ-PROJECT#		REQUESTING DEPARTMENT	Maintenance	
MANUFACTURER	ProCom	PRODUCT	X SERVICE	X

DESCRIBE ITEM OR SERVICE BEING JUSTIFIED AND ITS FUNCTION:

Fire Panel at Adult Probation. The panel is a Simplex panel that does not match the other panels in the county and it is obsolete. Simplex does not support this panel any longer. I

The Panel sets off the fire alarm in case of a fire in building.

THIS IS A SOLE SOURCE PURCHASE BECAUSE VENDOR IS:

- Sole provider of a licensed or patented good or service
- Sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- Sole provider of factory-authorized warranty service
- Sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts)
- The manufacturer (detail below or use attachment regarding why only this manufacturer's product can be used)
- The software manufacturer (and sole maintenance/update provider)
- Other – used equipment, distance for repair, trial test, over the counter resale (detail below or include an attachment)

The County went to Notifier Fire panels to have consistency in all County Buildings. This way we are only stocking parts for one kind of Fire Alarm Panel. This system allows us to clean and replace smoke detectors without calling in a contractor. Pro Com is the closest Notifier Dealer in the Area. We currently have a labor contract with Pro Com

REQUESTED SOURCE	ProCom	CONTACT	Jeff McGregor
EMAIL or PHONE	Jmacgregor@procomrockford.com	WEBSITE	

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS PRODUCT OR SERVICE PROVIDE WHICH ARE NOT OFFERED FROM OTHER VENDORS? (Please be specific)

ProCom has the contract for Fire Panels.
There are other vendors out there but, this allows consistency with one fire panel manufacturer

WHAT STEPS WERE TAKEN TO VERIFY THESE UNIQUE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS and/or MANUFACTURERS EXAMINED or CONSIDERED? (Please list below)

We have changed all of the fire panels to Notifier


DEPARTMENT APPROVAL

4/11/2023
DATE


PURCHASING REVIEWED

4-12-23
DATE


COU ADMR OR CFO REVIEWED

4/18/23
DATE



Proposal

Estimate Name: 23-LE-039 Winnebago County FA Replacement Adult Prob (526)
Estimate #: 23-LE-039
Date: 03/10/2023

Shawn Franks
Winnebago County Adult Probation (536)
526 West State st
Rockford , Illinois 61101
Via email: sfranks@wincoil.us

Scope of Work:

Pro Com Systems is pleased to submit the following proposal to replace the fire alarm at Adult Probation (526). We will replace the panel and all components to the panel, Smoke Detectors, Heat detectors, Duct smokes, Horn strobes and Strobes. We will also be connecting it into the Fire alarm network, it is assumed that there is Dark fiber that will allow us to patch back through to the network. Pro Com will supply fiber from the new fire alarm panel to an IDF in the Adult Probation building. WinCo IT will need to patch through to get the signal back to the Fire alarm network. We will also need Facilities to contract their elevator contractor to assist in work that will need to be performed in the shaft and elevator equipment room for tie in to the Fire alarm. We will also need the Elevator contractor present for testing elevator recall. At the completion of the project we will perform a complete system test and give certificate of completion to the county.

Selling Price:

\$82,850.00

Inclusions/Exclusions:

- Applicable sales taxes are (not) included in this proposal.
- Conduit, standard back boxes and 120 volt power are included in this proposal.
- No addenda are acknowledged with this proposal.
- Proposal is based on straight time hours only.

General Terms and Conditions:

1. Where specific inclusions/exclusions to this proposal have been included at the time of bid, the project specific inclusions and exclusions shall supersede these general terms.
 2. **Conditions of Performance:** The responsibility of Pro Com Systems with respect to the services to be performed hereunder shall be limited to either the customer's side of the interconnect devices connecting the equipment to the system operated by the local telephone or other relevant utility, or if no such interconnect devices exist, to the customer's side of the point of connect between the equipment and said local system. The customer shall allow employees of Pro Com Systems free access to premises and facilities where the equipment is to be maintained at all hours consistent with the requirements of this agreement. Any maintenance or service work performed on the equipment by others during or after the period of this agreement without written consent of Pro Com Systems, shall cause any warranty granted to customer by Pro Com Systems under this agreement to become null and void.
 3. **Force Majeure:** The timeliness of performance by Pro Com Systems of maintenance or services hereunder or the performance of any other obligations of Pro Com Systems under this agreement is in every case subject to delays caused by an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain materials or power, civil commotion, governmental laws, regulations or orders, acts or inaction of customer, inability of Pro Com System's subcontractors to perform, or any other cause beyond the reasonable control of Pro Com Systems, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of Pro Com Systems). In the event of any such delay, the period of time for performance of services affected by such delay will be extended to reflect the effective delay occasioned thereby.
 4. **Limitation of Liability:** The customer agrees that neither Pro Com Systems nor its subcontractor shall be liable for any loss or damage to the equipment or other property or injury or death to the customer's agent, employees or customers arising in connection with the maintenance or other services provided by Pro Com Systems or its subcontractor under this agreement unless such loss, injury, death or damage results solely from the gross negligence or willful misconduct of Pro Com Systems' officers, employees or agents or those of Pro Com Systems' subcontractor. In no event shall Pro Com Systems or its subcontractor be liable for any indirect, incidental, consequential or special damages (including, without limitation, any loss by customer of business, revenues or goodwill), arising in connection with this agreement or the equipment or any services performed for materials provided incidental thereto.
 5. **Installation Warranty:** Pro Com Systems will provide a one (1) year limited warranty on labor and workmanship only, beginning from date of completion on the installation, or the agreed upon warranty date as prescribed by the architect or engineer if applicable. **This warranty is void if the product has been damaged by accident, unreasonable use, acts of god, unauthorized programming or maintenance of software systems by parties not authorized to do so, or other causes not arising out of defects in workmanship.** All workmanship warranty claims are subject to evaluation and review by Pro Com Systems.
- Manufacturer's Warranties:** Pro Com Systems shall provide a copy of all manufacturer warranty policies to the end user. All such material warranties shall be honored by manufacturer, and Pro Com Systems holds no responsibility for the enforcement of warranty claims for materials found to be defective by the manufacturer. This policy shall apply to manufacturers and products that Pro Com Systems is the manufacturer's representative of and for items purchased under contract between Pro Com Systems and the end user.
- Firmware upgrades, product recalls, safety bulletins and other manufacturer driven warranty issues:** Firmware upgrades, product recalls, safety bulletins and other manufacturer driven warranty issues are not covered under the installation warranty provided by Pro Com Systems. In the event a product requires installation labor due to firmware or software upgrades, product recall bulletins, safety bulletins and the like, Pro Com Systems will assist the end user in the replacement or repair of such items, however, the labor required by Pro Com pertaining to removal, reinstallation, technical support via phone, email or other means, shipping costs and related documentation issues shall be borne by the end user.
6. **Terms and Payment:** 50% upon acceptance, 50% upon completion.
 - A. Unless otherwise specified in a signed Pro Com Systems proposal, payments due from the customer to Pro Com Systems hereunder shall be made within thirty days from the date of Pro Com Systems' invoice. All new customers are subject to payment in advance via certified check or money order.
 - B. Customer shall pay a late charge of 1.5% per month (18% annual percentage rate) or at the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month, or fraction thereof, that any payments to Pro Com Systems are in arrears, based upon the schedule of payments set forth above.
 - C. Pro Com Systems may terminate this agreement in the event that customer makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against customer under any law having for its purpose the adjudication of customer a bankrupt or the reorganization of the customer, or may be cancelled by Pro Com Systems without notice should customer default in any payments due Pro Com Systems as herein provided.
 7. **Legal Costs and Expenses:** In the event the Pro Com Systems shall incur any legal fees or costs or expenses in order to enforce or attempt to enforce this agreement caused by a breach hereof or default herein by the customer, the customer shall pay all such attorneys' fees and cost, provided that they are reasonably incurred by Pro Com Systems, said cost to be paid within 30 days following the date that they accrue to Pro Com Systems.
 8. **Assignment:** Pro Com Systems may assign, subcontract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this agreement. Any subcontractor performing maintenance services or other services hereunder will be subject to the same terms and conditions as are set forth herein. Customer shall not assign or subcontract any part or all of its interests hereunder except upon the prior written consent of Pro Com Systems, which consent shall not be unreasonably withheld, and any attempted

assignment or subcontracting without Pro Com Systems' prior written consent shall be null and void.

9. **Contractor Status:** It is understood and agreed that Pro Com Systems is neither the agent nor employee of the manufacturer of the equipment or any lessor thereof, and unless expressly set forth herein Pro Com Systems does not assume responsibility for the obligations of said manufacturer or any lessor under any warranty or agreement of the manufacturer or lessor. It is, however, understood that all references herein to the equipment specifications shall be deemed to include the specifications, recommendations or requirement of any manufacturer of the equipment.

10. **Governing Law, Jurisdiction and Venue:** This contract shall be governed by, and construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute hereunder, the parties consent to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois. Any state court action, or any alternative dispute resolution proceeding shall be filed and maintained in Winnebago County, Illinois and any federal court action shall be maintained in the federal court venue nearest to Winnebago County, Illinois.

11. **Entire Agreement:** This agreement shall constitute the entire agreement between the customer and Pro Com Systems irrespective of inconsistent or additional terms or conditions in customer's purchase orders or other documents submitted by the customer to Pro Com Systems. This agreement supersedes any other agreement whether written or verbal between the customer and Pro Com Systems and this Agreement may not be modified except by a written amendment specifically referencing this Agreement.

12. **Binding Effect:** This agreement shall be binding upon the parties hereto and their heirs, executors, personal representative, beneficiaries, successors and assigns, subject to the limitation of assignment set forth herein.

13. **Additional Terms and Conditions:** Acceptance of this proposal either by signature, purchase order, contract or other written authorization constitutes acceptance of the above written terms and conditions. Any deviations or changes to the terms listed above must be made before acceptance of this proposal via written authorization is granted.

I hereby accept this quotation and authorize the contractor to complete the above described work.	
Name:	_____
Date:	_____



SOLE SOURCE JUSTIFICATION FORM

(PLEASE COMPLETE AND ATTACH TO MUNIS REQUISITION)

ORG-OBJ-PROJECT#		REQUESTING DEPARTMENT	Maintenance
MANUFACTURER	ProCom	PRODUCT	X SERVICE X

DESCRIBE ITEM OR SERVICE BEING JUSTIFIED AND ITS FUNCTION:

Fire Panel at Courthouse. The panel is 20 years old and obsolete. In order to keep it running correctly it needs to be replace. It is getting harder to find replacement parts and being able to update the software.

The Panel sets off the fire alarm in case of a fire in building.

THIS IS A SOLE SOURCE PURCHASE BECAUSE VENDOR IS:

- Sole provider of a licensed or patented good or service
- Sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- Sole provider of factory-authorized warranty service
- Sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts)
- The manufacturer (detail below or use attachment regarding why only this manufacturer's product can be used)
- The software manufacturer (and sole maintenance/update provider)
- Other – used equipment, distance for repair, trial test, over the counter resale (detail below or include an attachment)

The County went to Notifier Fire panels to have consistency in all County Buildings. This way we are only stocking parts for one kind of Fire Alarm Panel. This system allows us to clean and replace smoke detectors without calling in a contractor. Pro Com is the closest Notifier Dealer in the Area. We currently have a labor contract with Pro Com

REQUESTED SOURCE	ProCom	CONTACT	Jeff McGregor
EMAIL or PHONE	Jmacgregor@procomrockford.com	WEBSITE	

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS PRODUCT OR SERVICE PROVIDE WHICH ARE NOT OFFERED FROM OTHER VENDORS? (Please be specific)

ProCom has the contract for Fire Panels.

WHAT STEPS WERE TAKEN TO VERIFY THESE UNIQUE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS and/or MANUFACTURERS EXAMINED or CONSIDERED? (Please list below)


 DEPARTMENT APPROVAL 4/10/2023
 DATE


 COU ADMR OR CFO REVIEWED 4/18/23
 DATE


 PURCHASING/REVIEWED 4-12-23
 DATE



Proposal

Estimate Name: 23-LE-038 Winnebago County FA Replacement Courthouse

Estimate #: 23-LE-038

Date: 03/10/2023

Shawn Franks
Winnebago County- Courthouse
400 W State St
Rockford , Illinois 61101
Via email: sfranks@wincoil.us

Scope of Work:

Pro Com Systems is pleased to submit the following proposal to replace the obsolete fire alarm panel at the Courthouse building.

Selling Price:

\$12,200.00

Inclusions/Exclusions:

- Applicable sales taxes are (not) included in this proposal.
- Conduit, standard back boxes and 120 volt power are (not) included in this proposal.
- No addenda are acknowledged with this proposal.
- Proposal is based on straight time hours only.

General Terms and Conditions:

1. Where specific inclusions/exclusions to this proposal have been included at the time of bid, the project specific inclusions and exclusions shall supersede these general terms.
2. **Conditions of Performance:** The responsibility of Pro Com Systems with respect to the services to be performed hereunder shall be limited to either the customer's side of the interconnect devices connecting the equipment to the system operated by the local telephone or other relevant utility, or if no such interconnect devices exist, to the customer's side of the point of connect between the equipment and said local system. The customer shall allow employees of Pro Com Systems free access to premises and facilities where the equipment is to be maintained at all hours consistent with the requirements of this agreement. Any maintenance or service work performed on the equipment by others during or after the period of this agreement without written consent of Pro Com Systems, shall cause any warranty granted to customer by Pro Com Systems under this agreement to become null and void.
3. **Force Majeure:** The timeliness of performance by Pro Com Systems of maintenance or services hereunder or the performance of any other obligations of Pro Com Systems under this agreement is in every case subject to delays caused by an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain materials or power, civil commotion, governmental laws, regulations or orders, acts or inaction of customer, inability of Pro Com System's subcontractors to perform, or any other cause beyond the reasonable control of Pro Com Systems, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of Pro Com Systems). In the event of any such delay, the period of time for performance of services affected by such delay will be extended to reflect the effective delay occasioned thereby.
4. **Limitation of Liability:** The customer agrees that neither Pro Com Systems nor its subcontractor shall be liable for any loss or damage to the equipment or other property or injury or death to the customer's agent, employees or customers arising in connection with the maintenance or other services provided by Pro Com Systems or its subcontractor under this agreement unless such loss, injury, death or damage results solely from the gross negligence or willful misconduct of Pro Com Systems' officers, employees or agents or those of Pro Com Systems' subcontractor. In no event shall Pro Com Systems or its subcontractor be liable for any indirect, incidental, consequential or special damages (including, without limitation, any loss by customer of business, revenues or goodwill), arising in connection with this agreement or the equipment or any services performed tor materials provided incidental thereto.
5. **Installation Warranty:** Pro Com Systems will provide a one (1) year limited warranty on labor and workmanship only, beginning from date of completion on the installation, or the agreed upon warranty date as prescribed by the architect or engineer if applicable. **This warranty is void if the product has been damaged by accident, unreasonable use, acts of god, unauthorized programming or maintenance of software systems by parties not authorized to do so, or other causes not arising out of defects in workmanship.** All workmanship warranty claims are subject to evaluation and review by Pro Com Systems.
Manufacturer's Warranties: Pro Com Systems shall provide a copy of all manufacturer warranty policies to the end user. All such material warranties shall be honored by manufacturer, and Pro Com Systems holds no responsibility for the enforcement of warranty claims for materials found to be defective by the manufacturer. This policy shall apply to manufacturers and products that Pro Com Systems is the manufacturer's representative of and for items purchased under contract between Pro Com Systems and the end user.
Firmware upgrades, product recalls, safety bulletins and other manufacturer driven warranty issues: Firmware upgrades, product recalls, safety bulletins and other manufacturer driven warranty issues are not covered under the installation warranty provided by Pro Com Systems. In the event a product requires installation labor due to firmware or software upgrades, product recall bulletins, safety bulletins and the like, Pro Com Systems will assist the end user in the replacement or repair of such items, however, the labor required by Pro Com pertaining to removal, reinstallation, technical support via phone, email or other means, shipping costs and related documentation issues shall be borne by the end user.
6. **Terms and Payment:** 50% upon acceptance, 50% upon completion.
 - A. Unless otherwise specified in a signed Pro Com Systems proposal, payments due from the customer to Pro Com Systems hereunder shall be made within thirty days from the date of Pro Com Systems' invoice. All new customers are subject to payment in advance via certified check or money order.
 - B. Customer shall pay a late charge of 1.5% per month (18% annual percentage rate) or at the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar moth, or fraction thereof, that any payments to Pro Com Systems are in arrears, based upon the schedule of payments set forth above.
 - C. Pro Com Systems may terminate this agreement in the event that customer makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against customer under any law having for its purpose the adjudication of customer a bankrupt or the reorganization of the customer, or may be cancelled by Pro Com Systems without notice should customer default in any payments due Pro Com Systems as herein provided.
7. **Legal Costs and Expenses:** In the event the Pro Com Systems shall incur any legal fees or costs or expenses in order to enforce or attempt to enforce this agreement caused by a breach hereof or default herein by the customer, the customer shall pay all such attorneys' fees and cost, provided that they are reasonably incurred by Pro Com Systems, said cost to be paid within 30 days following the data that they accrue to Pro Com Systems.
8. **Assignment:** Pro Com Systems may assign, subcontract, transfer or otherwise dispose of, in whole or in part, any of its interests, rights or obligations under this agreement. Any subcontractor performing maintenance services or other services hereunder will be subject to the same terms and conditions as are set forth herein. Customer shall not assign or subcontract any part or all of its interests hereunder except upon the prior written consent of Pro Com Systems, which consent shall not be unreasonably withheld, and any attempted assignment or subcontracting without Pro Com Systems' prior written consent shall be null and void.

9. **Contractor Status:** It is understood and agreed that Pro Com Systems is neither the agent nor employee of the manufacturer of the equipment or any lessor thereof, and unless expressly set forth herein Pro Com Systems does not assume responsibility for the obligations of said manufacturer or any lessor under any warranty or agreement of the manufacturer or lessor. It is, however, understood that all references herein to the equipment specifications shall be deemed to include the specifications, recommendations or requirement of any manufacturer of the equipment.

10. **Governing Law, Jurisdiction and Venue:** This contract shall be governed by, and construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute hereunder, the parties consent to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois. Any state court action, or any alternative dispute resolution proceeding shall be filed and maintained in Winnebago County, Illinois and any federal court action shall be maintained in the federal court venue nearest to Winnebago County, Illinois.

11. **Entire Agreement:** This agreement shall constitute the entire agreement between the customer and Pro Com Systems irrespective of inconsistent or additional terms or conditions in customer's purchase orders or other documents submitted by the customer to Pro Com Systems. This agreement supersedes any other agreement whether written or verbal between the customer and Pro Com Systems and this Agreement may not be modified except by a written amendment specifically referencing this Agreement.

12. **Binding Effect:** This agreement shall be binding upon the parties hereto and their heirs, executors, personal representative, beneficiaries, successors and assigns, subject to the limitation of assignment set forth herein.

13. **Additional Terms and Conditions:** Acceptance of this proposal either by signature, purchase order, contract or other written authorization constitutes acceptance of the above written terms and conditions. Any deviations or changes to the terms listed above must be made before acceptance of this proposal via written authorization is granted.

I hereby accept this quotation and authorize the contractor to complete the above described work.

Name: _____

Date: _____

**ORDINANCE
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2023 CO _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**AN ORDINANCE RESCINDING ORDINANCE 2018 CO 092 AND PERMIT THE
USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE
INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY
ANY OTHER METHOD**

WHEREAS, on October 11, 2018, the County Board of the County of Winnebago, Illinois (County) adopted Ordinance 2018 CO 092, which prohibited the use of ground water as a potable water supply by the installation or use of potable water supply wells or by any other method for certain properties located within Winnebago County, Illinois; and

WHEREAS, said ordinance was also codified, in part, as Section 50-15 of the Winnebago County Code of Ordinances; and

WHEREAS, certain property owners made a request to the County to rescind Ordinance 2018 CO 092, and permit the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method for certain properties located within Winnebago County, Illinois.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois:

Section One. Rescission.

Ordinance 2018 CO 092, “An Ordinance Prohibiting the Use of Ground water as a potable water supply by the installation or use of potable water supply wells or by any other method”, is hereby rescinded in its entirety and shall be of no further force or effect such that any person may use or attempt to use groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method for certain properties located within Winnebago County, Illinois.

Section Two. Definitions.

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate,

political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

“Potable water” is any water used for human or domestic consumption, including but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section Three. Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section Four. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section Five. Effective Date.

This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Respectfully submitted,

OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

John Butitta

John Butitta

Michael Thompson

Michael Thompson

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Valerie Hanserd

Valerie Hanserd

Jaime Salgado

Jaime Salgado

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of _____, 2023.

Joseph V. Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois

Attested by:

Lori Gummow
Clerk of the County Board
of the County of Winnebago, Illinois

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, **TIANA J. McCALL**, *County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:*

AN ORDINANCE PROHIBITING THE USE OF GROUND WATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,

this 27th DAY OF NOVEMBER, 2018.

TIANA J. McCALL, *Winnebago County Clerk*

BY: Angela Reina *Deputy County Clerk*

**ORDINANCE
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Submitted by: Operations & Administrative Committee

2018 CO 092

**AN ORDINANCE PROHIBITING THE USE OF GROUND WATER AS A
POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE
WATER SUPPLY WELLS OR BY ANY OTHER METHOD**

WHEREAS, certain properties in unincorporated Winnebago County, Illinois, have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the County may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, Winnebago County desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF WINNEBAGO COUNTY, ILLINOIS:

Section One.

The use or attempted use of groundwater as a potable water supply from within the area shown on Exhibit A, attached to and made part of this ordinance, by the installation or drilling of wells or by any other method, is hereby prohibited. This prohibition expressly includes Winnebago County.

Section Two. Penalties .

Any person violating the provisions of this ordinance shall be subject to a fine of up to One Thousand Dollars (\$1,000.00) for each violation.

Section Three. Definitions .

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section Four. Repealer .

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section Five. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section Seven. Effective date.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

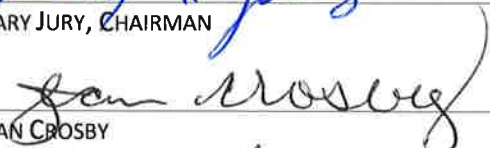
Respectfully Submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

DISAGREE


GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN


JEAN CROSBY

JEAN CROSBY


ANGIE GORAL

ANGIE GORAL


JOE HOFFMAN

JOE HOFFMAN


KEITH McDONALD

KEITH McDONALD


ELI NICOLOSI

ELI NICOLOSI


DOROTHY REDD

DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this 12th day of October, 2018.

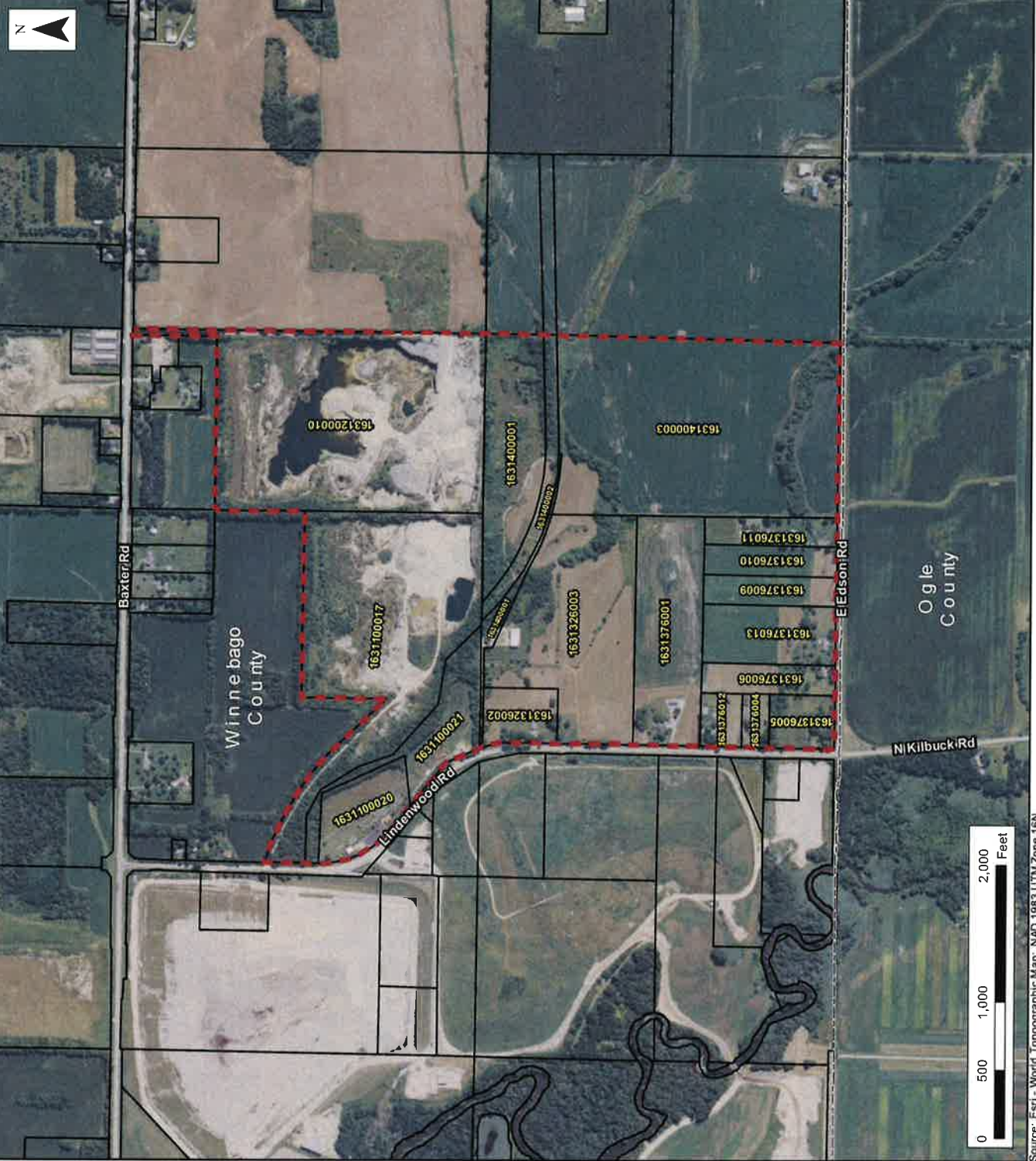

FRANK HANEY
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:


TIANA MCCALL
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

DRAWN BY: GIS

REVISED: 03/15/2018. SCALE: 1:12,500 when printed at 8.5x11



- Legend**
- Groundwater Use Restriction Area
 - County Boundary
 - Parcel Boundary



Exhibit A
Groundwater Use
Restriction Area Map
 Acme Solvent Reclaiming Inc. Site
 Winnebago County, Illinois



Source: Esri - World Topographic Map; NAD 1983 UTM Zone 16N

(24)

COMMITTEE: Operations & Administrative

SUBJECT: Ord. Prohibiting Use of Ground Water Supply by the Installation or Use of Portable Water Supply Wells

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. BIONDO, TED	✓				
2. BOOKER, AARON	✓				
3. BOOMER, DAVID	✓				
4. CROSBY, JEAN	✓				
5. FELLARS, DANIEL	✓				
6. FIDUCCIA, DAVID	✓				
7. GERL, BURT				✓	
8. GORAL, ANGIE	✓				
9. HOFFMAN, JOE	✓				
10. JURY, GARY	✓				
11. KELLEY, DAVID	✓				
12. MCDONALD, KEITH	✓				
13. NICOLOSI, ELI	✓				
14. REDD, DOROTHY	✓				
15. SALGADO, JAIME	✓				
16. SCHULTZ, STEVE	✓				
17. TASSONI, DAVID	✓				
18. WEBSTER, JIM	✓				
19. WESCOTT, FRED				✓	
20. WILSON, L.C.	✓				
TOTALS <i>Unanimous Vote</i>	18			2	

54 Suspend

COMMITTEE: Operations & Administrative

SUBJECT: Ordinance Prohibiting the Use of Ground Water Supply by the Installation or Use of Portable Water Supply Wells or Any Other Method

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. BIONDO, TED					
2. BOOKER, AARON					
3. BOOMER, DAVID					
4. CROSBY, JEAN					
5. FELLARS, DANIEL					
6. FIDUCCIA, DAVID					
7. GERL, BURT				✓	
8. GORAL, ANGIE					
9. HOFFMAN, JOE					
10. JURY, GARY					
11. KELLEY, DAVID					
12. MCDONALD, KEITH					
13. NICOLSI, ELI					
14. REDD, DOROTHY					
15. SALGADO, JAIME					
16. SCHULTZ, STEVE					
17. TASSONI, DAVID					
18. WEBSTER, JIM					
19. WESCOTT, FRED				✓	
20. WILSON, L.C.					
TOTALS Voice Vote	18			2	

Fact Sheet

October 2022

Acme Solvents RD/RA Group

Background

From the 1960s to 1970s, Acme Solvent Reclaiming Inc. (the Acme Company) disposed of waste liquids and sludge on its 20-acre site located on Lindenwood Road in Winnebago County, IL. The Acme Company transported these materials to the Site from its nearby solvent recycling business.

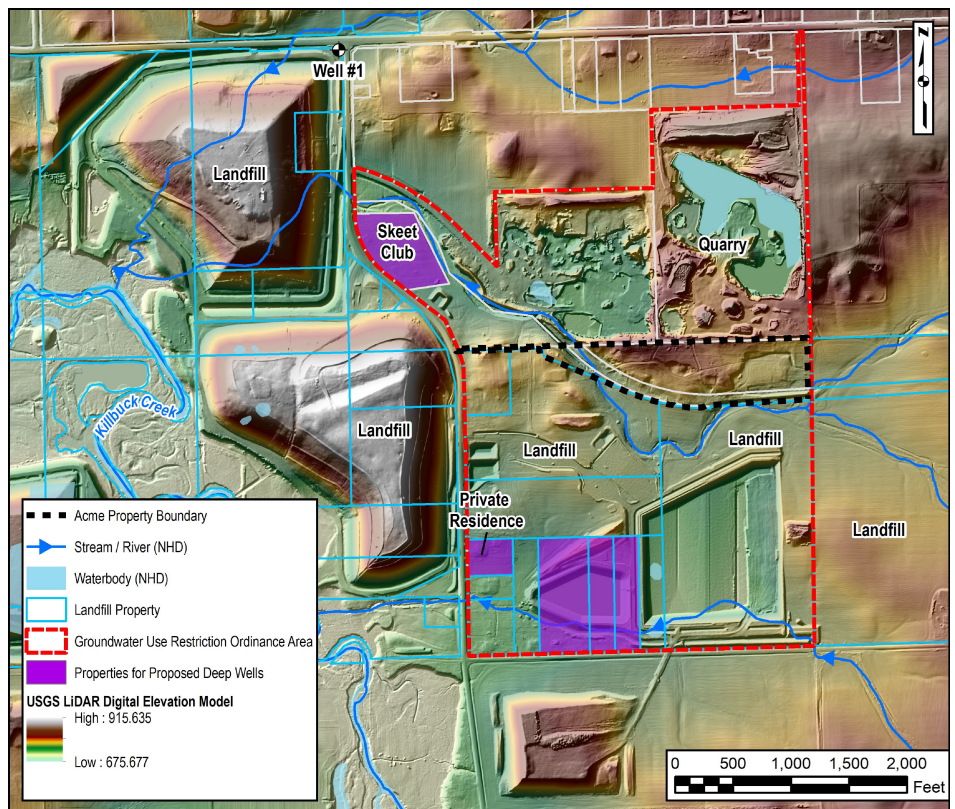
In 1981, State investigations found volatile organic compounds (VOCs) and other contaminants in the soil and groundwater on the Site. The U.S. Environmental Protection Agency (USEPA) in 1983 added the 20-acre Site to its Superfund program's National Priorities List.

In 1992, the USEPA entered into a Consent Decree with 31 parties, collectively referenced as the Acme Solvents RD/RA Group (the Group). The majority of these parties had hired the Acme Company to reclaim their used solvents from their manufacturing operations, allowing them to be reused.

Because the Acme Company was insolvent, the Group agreed to clean up the soil and groundwater contaminated by the Acme Company's operations. As part of the remedy for the Site and per the USEPA's direction, the Group closed nearby shallow drinking water wells and constructed an alternate water supply (AWS) for affected parcels near the Site.

In collaboration with the USEPA, the Group has conducted significant cleanup of the Site, including removing and treating contaminated soil, installing and operating a soil-vapor extraction system, installing and operating a groundwater pump-and-treat system, and constructing an AWS pipeline to serve the affected neighboring properties.

Additionally, Winnebago County passed in November 2018 County Ordinance 2018 CO 92 to prohibit installation



of wells for drinking water at the Site and a number of surrounding parcels. The Group continues regularly to monitor groundwater quality at the Site and surrounding area and is conducting additional work to finalize cleanup and remediation of the Site.

Historical Land Use

In the 1980s, agriculture, quarrying, single-family dwellings and landfill operations were the primary uses of the land surrounding the Site. Over time, Winnebago Reclamation Services (WRS), the primary landfill operator, acquired property in the area and expanded operations.

Today, the area largely is industrial. WRS owns and operates landfills to the west, south and east of the Site. The Northern Illinois Rifle & Pistol Club (NIRPC), the Rockford Skeet Club (acquired by NIRPC) and a quarry bound the Site to the north.

How nearby parcels receive water

For almost 30 years, the Group has purchased and provided water via the AWS pipeline from a supply well operated by neighboring WRS. This large supply well (the Great Well or Well 1), is northwest of the Site, outside the current footprint of the County ordinance.

Today, only two remaining properties (a private residence and the Rockford Skeet Club) listed under the Consent Decree continue to use drinking water provided by the Group; however, WRS in 2019 terminated the agreement providing the Group's access to supply Well 1, and WRS asserted its right to disconnect the water supply at any time and without notice.

As a result, the Group has been seeking a clean, reliable, convenient and permanent AWS for the remaining two nearby property owners, continuing to fulfill its obligations under the Consent Decree.

(Continued on opposite side.)

The Ironton-Galesville Solution

The Group and its experienced team of environmental and engineering consultants have considered all options, and with no nearby municipal water supply, have determined the only safe and viable water supply in the area is at depths below the impacted upper aquifer under the Site. Tapping into this safe, deep-water supply involves installing and operating new wells in the deep Ironton-Galesville aquifer.

In September 2022, the USEPA approved the Group's use of the Ironton-Galesville wells as the AWS source of drinking water to serve the two properties, the Rockford Skeet Club and the remaining occupied residence in the groundwater ordinance area.

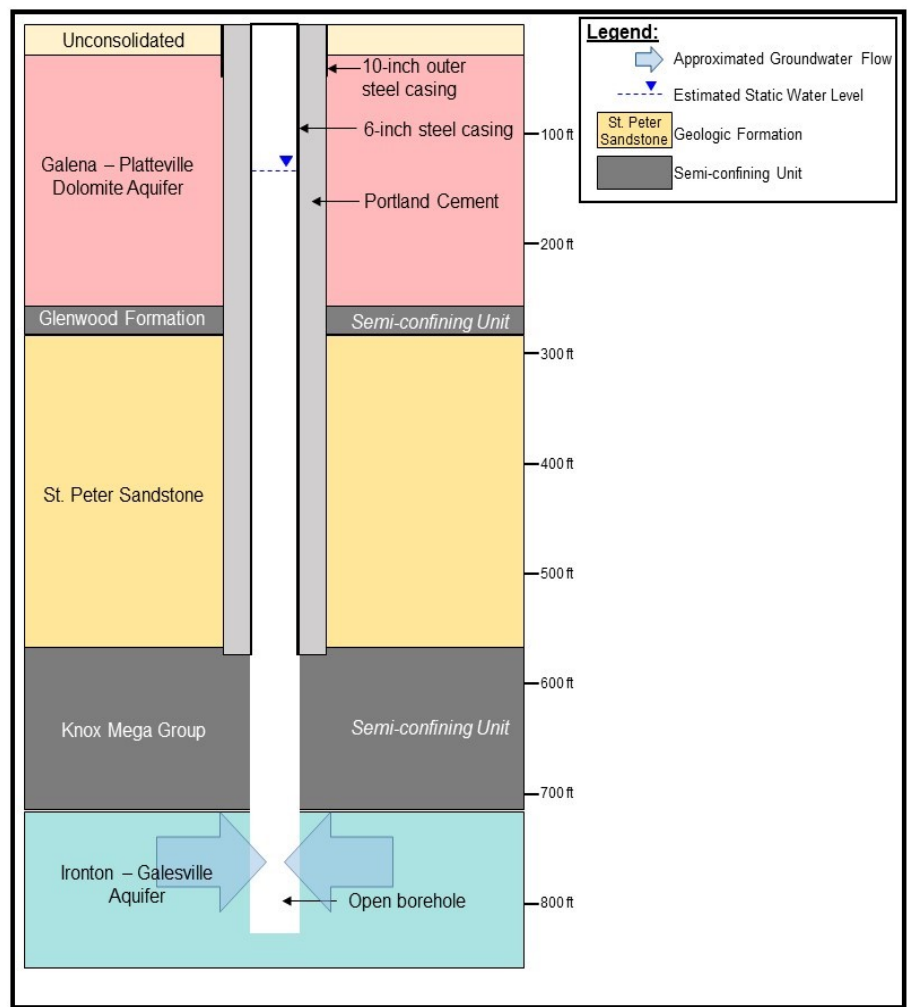
The aquifer system within the footprint of the County Ordinance has multiple layers, that together, extend hundreds of feet below ground surface. The water-bearing layers include the shallow Galena-Platteville, the intermediate St. Peter Sandstone, and the deep Ironton-Galesville aquifer.

Estimated to be more than 700 feet deep near the Site, the Ironton-Galesville aquifer is highly productive, yielding up to 500 gallons per minute of drinking water. The shallow Galena-Platteville is the most vulnerable to industrial and commercial operations.

In contrast, the deep Ironton-Galesville is protected naturally by two rock layers called "semi-confining layers," that inhibit downward flow.

To prevent downward flow from the Galena to the Ironton-Galesville, the Group will "seat and seal" wells into confining layers and fill outside the casing with cement grout, thereby isolating and protecting the Ironton-Galesville aquifer, as required by the Illinois Water Well Construction Code.

Proposed Well Construction



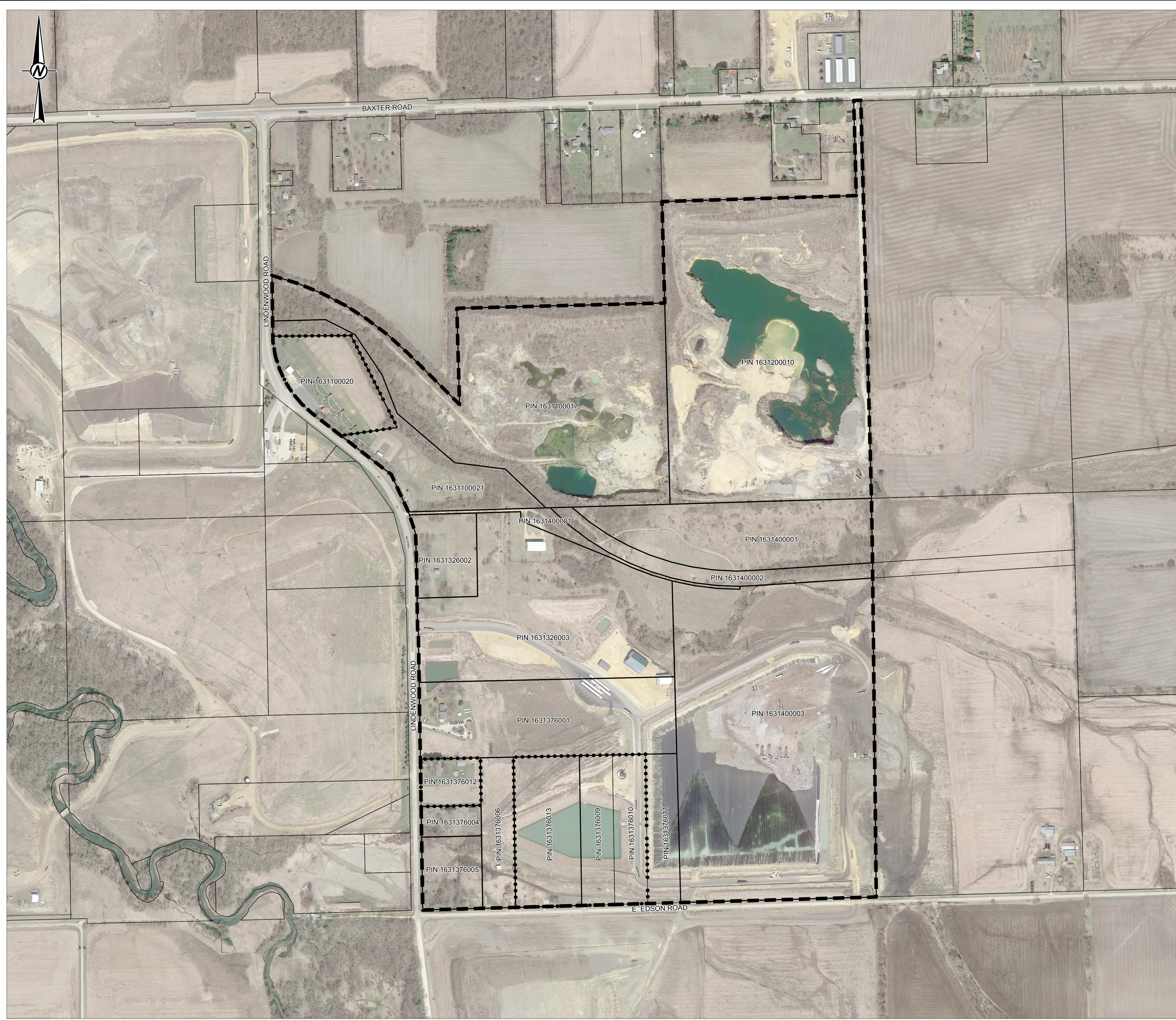
Ordinance to support the AWS

The November 2018 ordinance prohibits the installation of wells for drinking water at the Site and a number of surrounding parcels, regardless of the well depth. The Group is requesting Winnebago County modify the Ordinance to allow access to the Ironton-Galesville aquifer, which will preserve the protections of the Ordinance while allowing the only viable option for the two affected parcels to continue to receive water.

Supplying water to the private residence and the NIRPC-owned Rockford Skeet Club remains the Group's obligation under the Consent Decree, and in the absence of any nearby municipal water supply, tapping into the Ironton-Galesville aquifer remains the only option to serve these parcels.

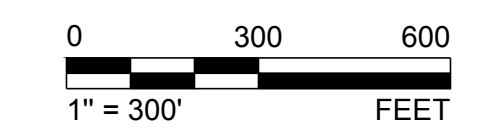
The Group also is requesting the Ordinance amendment allow potential installation of an Ironton drinking water well on certain parcels owned by the Landfill, with the ultimate goal of replacing the Landfill's well now installed in the St. Peter Sandstone. The location of these parcels is close to one of the USEPA-approved areas farther from the Site that will receive a new deep well.

Path: \\golder-gis\ComplexData\office\Laurel\Cadd\Projects\Acme\Server\Rockford\Twp\199_PROJ\PROJECTS\20144696\0002_Land\Agreement\02_PRODUCTION\DWG1 | File Name: 20144696-0002-009.dwg | Last Edited By: amorales Date: 2022-07-18 Time: 2:47:33 PM | Printed By: AMorales Date: 2022-07-18 Time: 3:37:02 PM



LEGEND
- - - - - GROUNDWATER USE RESTRICTION ORDINANCE AREA

REFERENCE(S)
1. PARCEL BOUNDARIES TAKEN FROM KOORDINATES.COM
2. AERIAL FROM GOOGLE EARTH PRO (2021)



CLIENT _____

PROJECT _____

TITLE
EXHIBIT A

CONSULTANT	YYYY-MM-DD	2022-06-17
	DESIGNED	KT
WSP GOLDR	PREPARED	GLS
	REVIEWED	
	APPROVED	

PROJECT NO. 20144696	CONTROL 0002-009	REV. A	FIGURE A
-------------------------	---------------------	-----------	-------------

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ARCH D



300 N. LaSalle Street
Suite 4000
Chicago, IL 60654-3406
312-715-5000
Fax 312-715-5155
www.quarles.com

Attorneys at
Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Tampa
Tucson
Washington,
D.C.

VIA E-MAIL

Writer's Direct Dial: 312-715-5158
E-Mail:
Michael.Mostow@quarles.com

Lafakeria S. Vaughn
Chief of the Civil Bureau
Winnebago County State's Attorney's Office
400 W. State Street, Suite 804
Rockford, IL 61101

**RE: Amendment to Ordinance 2018 CO 092 Prohibiting
the Use of Groundwater for Potable Purposes**

Dear Ms. Vaughn:

As we discussed, I am writing to summarize the request of the Acme Solvents RD/RA Group ("Group") to amend Ordinance 2018 CO 092, and to confirm that the Group would like the County to consider our request separately from the similar petition of the Northern Illinois Rifle and Pistol Club ("NIRPC"). I have also enclosed a Fact Sheet that the County may find useful. The Group asks that the Operations and Administrative Committee consider the Group's request during the Committee's October 20, 2022 meeting.

Summary

In 1993, the Group and Winnebago Reclamation Service ("WRS") entered into an agreement whereby the Group purchased potable water from WRS' supply well, often referred to as Well #1 or the GREATS Well. The Group provided this drinking water to certain properties near the Acme site, as required by the 1992 Consent Decree between Group members and USEPA. The Group does not own any property in the Ordinance area. Rather, the Group is connected to the Acme site by the 1992 Consent Decree.

In 2019, WRS terminated the 1993 agreement and told the Group that WRS could shut off the Group's access to Well #1 at any time and without notice. That action prompted the Group to find an alternative way to fulfill its Consent Decree obligations to provide potable water to the remaining parcels still entitled to the water.

The only viable means is to install wells in the Ironton-Galesville aquifer. USEPA approved that method in September 2022, and in its 2022 Five Year Review of the Acme site, USEPA targeted the installation of the Ironton wells by the end of 2022.

For the Group to install the wells, the County must amend Ordinance 2018 CO 092 to allow Ironton-Galesville potable wells at parcels PIN 1631100020, which is owned by NIRPC and

Lafakeria S. Vaughn
October 13, 2022
Page 2

operated by the Rockford Skeet Club, and PIN 1631376012, which is owned by the only residents in the Ordinance area. If the County amends the Ordinance, the Group intends to install these wells as soon as possible. Once installed, the wells would be owned by the property owners and subject to transfer the same as any improvement to real property, like a house or outbuilding.

As part of an agreement the Group is negotiating with WRS and its affiliate, the Winnebago Landfill Company ("WLC"), the Group has also requested that the County amend the Ordinance to allow an Ironton well on the parcels owned by WRS or WLC, PINs 1631376013, 1631376009, and 1631376010.

Last, the July 5, and July 20, 2022 letters and the attached Fact Sheet explain the technical reasons why installation of Ironton-Galesville wells will yield safe, potable water.

NIRPC

In July and September 2022, counsel for NIRPC asked that two other parcels NIRPC owns be added to the Group's request to amend the Ordinance, in addition to NIRPC's adjacent Rockford Skeet Club parcel. As the Group has stated before, the Group has no opinion at this time regarding NIRPC's request. The Group, however, asks that the County's consideration of NIRPC's request be considered separately from the Group's. Explained above, the Group urgently needs the amendment and wants to avoid any potential distractions.

If the County has any questions, please contact me. We appreciate your time and attention.

Best regards,



Michael S. Mostow

MSM:rm
Attachment

cc: Todd Marshall, Winnebago County
Lolita Hill, USEPA
Nicole Wilson, IEPA
Dave Crass (Landfill Counsel)
Steve Finn, Golder (Group Project Coordinator)

Attachment: Fact Sheet



Resolution Executive Summary

Prepared By: Purchasing Department for Veterans Memorial Hall
Committee Name: Operations and Administrative Committee
Committee Date: May 4, 2023
Board Date: May 11, 2023
Resolution Title: Resolution Awarding Bid for HVAC Replacement at Veterans Memorial Hall

Budget Information

Budgeted? NO	Amount Budgeted?
If not, originally budgeted, explain the funding source? N/A	
ORG/OBJ/Project Codes: 49400-46320-04902 Descriptor: Tort Fund/Building Improv/Mem Hall HVAC	

Background Information:

The County of Winnebago owned Veterans Memorial Hall Building was vandalized sometime near the beginning of this year. During the month of February, staff observed that the rooftop HVAC unit of the adjacent building to the North, had been tampered with. This prompted staff to check the HVAC units of Memorial Hall, which are at ground level. Upon inspection, it was noted that all 4 units had been tampered with and copper pipes were removed and stolen, rendering the units inoperable for A/C services.

In March of 2023, the Purchasing Department went out for bid with 23B-2279 for Veterans Memorial Hall HVAC Replacement. There was a total of 5 submittals. The lowest responsive and responsible Bidder was LM Sheet Metal & Service, Inc. The expense for the replacement will be reimbursed by the County's insurance carrier and a State grant.

Recommended By:

Scott Lewandowski, Veterans Memorial Hall Director, recommends awarding Veterans Memorial Hall HVAC Replacement Bid to LM Sheet Metal & Service, Inc.

Follow-Up Steps:

The Purchasing Department will issue County Purchase Order to LM Sheet Metal & Service, Inc.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2023 CR

RESOLUTION AWARDING BID FOR HVAC REPLACEMENT AT VETERANS MEMORIAL HALL

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357(g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the County of Winnebago owns Veterans Memorial Hall; and,

WHEREAS, the County went out for Bid with Invitation for Bid # 23B-2279 for Veterans Memorial Hall HVAC Replacement; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bid Tab received for the aforementioned project and recommends awarding the contract as follows:

LM Sheet Metal & Service, Inc.
6727 Elm Avenue
Loves Park, Illinois 61111
(See Bid Tab for Pricing - Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Director of Purchasing is authorized to execute a contract award, on behalf of the County of Winnebago, with LM SHEET METAL & SERVICE, INC., 6727 ELM AVENUE, LOVES PARK, ILLINOIS, 61111.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Facilities Engineer, Veterans Memorial Hall Museum Director, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

23B-2279 VETERANS MEMORIAL HALL HVAC REPLACEMENT

BID OPENING- APRIL 20, 2023- 2:00 P.M.

BID TAB - FINAL

VENDORS	Complete Mechanical Solutions	LM Sheet Metal & Service, Inc.	Hartwig Mechanical, Inc.	HELM	Miller Engineering
Base Bid Pricing \$	\$402,119	\$238,900	\$506,090	\$279,278	Non-Responsive
Lead Time (weeks)	14	13	14	16-23	
Install Time (days)	50	40-56	25	45	
Standard Warranty	1 year parts/5 year compressors	Manufacturer's warranty on equipment, 1 year warranty on workmanship	1 year parts and labor	1 year parts- 5 year compressor	
Alternate #1 Bid Price \$	N/A	N/A	\$500,250	\$291,855	
Lead Time (weeks)	N/A	N/A	12	24-30	
Install Time (days)	N/A	N/A	25	45	
Alternate Manufacturer Name	N/A	N/A	VTS	Trane	
Model(s)	N/A	N/A	AVS040	TTA Series Condenser Units TWE Series AHU units	
Standard Warranty	N/A	N/A	1 year parts and labor	1 year parts 5 year compressor	
Alternate #2 Bid Price \$	\$60,575	N/A	\$26,945 (50 ton A/C) or \$40,940 (individual indoor units)	\$890 per week per 10 ton system-Electric Heat-Electric Temp Wiring Extra, will need 4 systems. Total per week \$3,560 plus wiring	
Duration Assumed (weeks)	14	N/A	3 to 4	1	
Alternate #3 Bid Price \$	\$23,000	N/A	Add \$20,270	Deduct \$600	
Duration Assumed (weeks)	2	N/A	Add one (1)	1-2	

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald/John Sweeney

Submitted by: Operations and Administrative Committee

**RESOLUTION TO PROVIDE WINNEBAGO COUNTY ADMINISTRATION BUILDING
SECURITY/THREAT ASSESSMENT**

WHEREAS, Winnebago County government has a duty to protect and serve the citizens of Winnebago County, and;

WHEREAS, the government of Winnebago County is also the employer of many Winnebago County citizens, and;

WHEREAS, the Winnebago County Board has an obligation to it's employees to ensure, to our greatest ability, their safety and security while on the job.

THEREFORE, BE IT RESOLVED, that the Winnebago County Board does hereby direct the County Administrator to perform a thorough review of the vulnerabilities of the Winnebago County administration building, to seek input from departments within the administration building, and to incorporate recommendations from the Security Assessment at First Entry study provided to the Winnebago County Clerk on February 9th of 2022 by the Department of Homeland Security.

THEREFORE, BE IT FURTHER RESOLVED, that Winnebago County administration shall provide an assessment of its findings and recommendations by June 30th to the Winnebago County Board Operations Committee.

Respectfully submitted,

OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chair

Keith McDonald, Chair

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

Michael Thompson

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2023.

Joseph V. Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

DISCUSSION REGARDING LONG TERM
PLANNING AND CAPITAL NEEDS AT
THE JUVENILE DETENTION CENTER

**FUTURE
AGENDA
ITEMS**

Adjournment