



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

Winnebago County Courthouse
400 West State Street, Rockford, IL 61101
County Board Room, 8th Floor

Thursday, August 24, 2023
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**..... Board Member John Butitta
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentation – None
 - C. Public Hearings – None
 - D. Public Participation – None
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of July 27, 2023 minutes
 - B. Layover of August 10, 2023 minutes
7. **Consent Agenda**..... Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30-day layover unless there is a suspension of the rule)**
9. **Reports of Standing Committees**..... Chairman Joseph Chiarelli
 - A. Finance Committee..... John Butitta, Committee Chairman
 1. Committee Report
 2. Ordinance to Provide Public Transportation in the Rural Areas of Winnebago County, Illinois to be Laid Over

3. Resolution Awarding Grant Writing Services

B. Zoning Committee**Jim Webster, Committee Chairman**

Planning and/or Zoning Requests:

1. Resolution Granting Site Approval of a Commercial Solar Energy Facility (AKA a Solar Farm) on a 47.21 +- Acre Site Commonly Known as Part of Pins: 09-34-200-008 AND 09-34-200-010, on N. Conger Road, in Pecatonica Township, Illinois 61063 to be Laid Over
2. Resolution Authorizing the DC Estate Winery (8877 State Line Rd, South Beloit, IL) be Subject to the Jurisdiction of the City of South Beloit Pursuant to a Pre-Annexation Agreement to be Laid Over
3. Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendments Regarding Commercial Wind Power Generating Facilities / Wind Farms (AKA Commercial Wind Energy Facilities) and Solar Farms (AKA Commercial Solar Energy Facilities) to be Laid Over
4. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Cooperation Agreement for Building Inspection by and Between the County of Winnebago, Illinois and the Village of New Milford
5. Committee Report

C. Economic Development Committee.....**John Sweeney, Committee Chairman**

1. Committee Report

D. Operations and Administrative Committee.....**Keith McDonald, Committee Chairman**

1. Committee Report
2. An Ordinance to Amend 2018 CO 092 [Section 50-15 of The Winnebago County Code] to Reduce the Coverage of the Prohibition of the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method to be Laid Over

E. Public Works Committee**Dave Tassoni, Committee Chairman**

1. Committee Report
2. (23-029) Resolution Authorizing an Agreement between the County of Winnebago and the City of Rockford for Repairs at the Riverside Boulevard and Central Avenue Intersection
Cost: County: \$79,933.69 / City: \$26,644.56 C.B. District: 5
3. (23-030) Resolution Authorizing an Intergovernmental Grant Agreement with the State of Illinois, Illinois Emergency Management Agency for Flood Mitigation on Winnebago Road (CH 16)
Cost: County: \$125,000 / Federal: \$375,000 C.B. District: 1
4. (23-031) Resolution Authorizing an Intergovernmental Cooperation Agreement between the County of Winnebago and the City of Rockford for The Jurisdictional Transfer of Linden Road (CH 82) East of Alpine Road
Cost: \$400,000 C.B. District: 9, 12

- 5. (23-032) Resolution Authorizing the Execution of a Development Agreement Between the County of Winnebago and Rockford (Linden Road) DG LLC for Improvements to Linden Road (CH 82)
Cost: County \$400,000 / Developer \$ 80,000 C.B. District: 9
- 6. (23-033) Resolution Authorizing the Award of a Bid for 2023 HMA Patching Program (Section 23-00000-02-GM)
Cost: County: \$99,381.26 / Harlem Township: \$166,450.18 C.B. District: 5, 7
- 7. (23-034) Resolution Authorizing the Appropriation of Rebuild Illinois Funds (RBI) for the Resurfacing of Best Road. (Section 23-00716-00-RS)
Cost: \$ 230,000 C.B. District: 2
- 8. (23-035) Resolution Authorizing an Intergovernmental Cooperation Agreement Between the County of Winnebago and Harlem Township for Improvements to Two Township Roads
Cost: \$ 166,450.18 C.B. District: 7

- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
 - 1. Committee Report

10. Unfinished BusinessChairman Joseph Chiarelli

Finance Committee

- A. Ordinance for a Budget Amendment to Provide Funds for the Winnebago County Highway Department for the Riverside Boulevard Multi-Use Path Study Laid Over from August 10, 2023 Meeting – ARP Phase 4
- B. Ordinance for a Budget Amendment to Fund Boys and Girls Club Addressable Fire Alarm System Laid Over from August 10, 2023 Meeting – ARP Phase 4
- C. Ordinance for a Budget Amendment to Provide Funds for the Boys and Girls Club New HVAC System Laid Over from August 10, 2023 Meeting – ARP Phase 4
- D. Ordinance for a Budget Amendment to Fund Zion West Enterprise Van Purchase Laid Over from August 10, 2023 Meeting – ARP Phase 4
- E. Ordinance for a Budget Amendment to Fund Carpet Purchase for Inner City Reconstruction Group’s Building Laid Over from August 10, 2023 Meeting – ARP Phase 4

11. New Business.....Chairman Joseph Chiarelli (Per County Board rules, passage will require a suspension of Board rules).

12. Announcements & Communications Clerk Lori Gummow

- A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, September 7, 2023

**Awards,
Presentations,
Public Hearings
and Public Participation**

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JULY 27, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, July 27, 2023 at 6:00 p.m.
2. Board Member Webster gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, Crosby, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster.) (Board Members Butitta, Fellars, and Nabors were absent.)

AWARDS, PRESENTATIONS, PUBLIC HEARINGS, PUBLIC PARTICIPATION, and PROCLAMATIONS

5. Awards - None
 - Presentations - None
 - Public Hearings - None
 - Public Participation- Rev. Earl Dotson, Sr., West Side Economic Development, Pro
- Board Member Nabors arrived at 6:05 p.m.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Thompson made a motion to approve County Board Minutes of June 22, 2023 and layover County Board Minutes of July 13, 2023, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Fellars were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for July 27, 2023. Board Member Hoffman made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Booker. Motion was approved by a voice vote. (Board Members Butitta and Fellars were absent.)

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**
- A. New Milford Fire Protection District, Annual Compensation: \$1,000
1. Greg Tucker (New Appointment), Rockford, Illinois, to serve remainder of 3-year term, May 2022 to May 2025
 2. Kurt Rodgers (Reappointment), Rockford, Illinois, 3-year term, May 2023 to May 2026

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve a Resolution Awarding Federal Lobbyist/Consulting Services, seconded by Board Member Guevara. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Fellars were absent.)
10. Board Member Salgado read in for the first reading of an Ordinance for a Budget Amendment to Establish a Police Training Center Fund to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Arena. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Butitta and Fellars were absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Arena. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Fellars were absent.)

ZONING COMMITTEE

11. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

12. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

13. Board Member McDonald made a motion to approve a Resolution Authorizing Execution of an Intergovernmental Agreement Between the Forest Preserves of Winnebago County and the County of Winnebago for Administrative Services, seconded by Board Member Lindmark. Discussion by Board Member Arena. Board Member McDonald moved to amend the Resolution, seconded by Board Member Lindmark. Further discussion by Board Members Scrol and Arena. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Fellars were absent.) Board Member McDonald made a motion to approve the amended

Resolution, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Fellars were absent.)

PUBLIC WORKS COMMITTEE

14. Board Member Tassoni made a motion to approve (23-025) Resolution Authorizing the Award of Bid for Best Road Resurfacing (Section: 23-00716-00-RS), seconded by Board Member Webster. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Fellars were absent.)
15. Board Member Tassoni made a motion to approve (23-026) Resolution Authorizing a Structural Engineering Services Agreement with Willett Hofmann & Associates, Inc. for Replacing the Prairie Hill Road Bridge over the Rock River (Section: 18-00655-00-BR), seconded by Board Member Guevara. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Fellars were absent.)
16. Board Member Tassoni made a motion to approve (23-027) Resolution Authorizing Intergovernmental Agreement with Region 1 Joint Planning Commission for the Development of a Safe Streets and Roads for All (SS4A) Transportation Safety Action Plan, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Fellars were absent.)
17. Board Member Tassoni made a motion to approve (23-028) Resolution Authorizing the Approval of a Change in Plans for the Spring Creek Road Resurfacing Project, seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Fellars were absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

18. Board Member Lindmark made a motion to approve a Resolution to Approve Execution of an Amendment to the Grant Agreement and Sub-Award Agreements under ICJIA Award #162204 (Deferred Prosecution Program), seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Fellars were absent.)
19. Board Member Lindmark made a motion to approve a Resolution Approving an Intergovernmental Agreement between the County of Winnebago and Harlem Consolidated School District No. 122 for School Resource Officer Program, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Butitta and Fellars were absent.)

UNFINISHED BUSINESS

20. None.

NEW BUSINESS

21. **(Per County Board rules, passage will require a suspension of Board rules).**

Board Member Lindmark reminded the Board about the Greg Lindmark Fundraiser at the Forest Hills Country Club on August 4th.

Board Member Sweeney recognized Chaplain Jesus Calvillo for giving counselling and comfort to numerous first responders, victims, and families.

Board Member Hanserd spoke of her experience with the Habitat for Humanity Service Project and gave a shout out to the County for their continuous support.

ANNOUNCEMENTS & COMMUNICATION

22. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 88, No. 131/ Tuesday, July 11, 2023/Notices
 - b. Information Request to Support Upcoming Problem Identification and Resolution (PI&R) Inspection at Byron Nuclear Plant.
 - B. County Clerk Gummow submitted from the United States District Court a letter regarding Emery Air, LLC v. RCS Logistics, Inc.

ADJOURNMENT

23. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Butitta and Fellars were absent.) The meeting was adjourned at 6:22 p.m.

Respectfully submitted,



Lori Gummow

County Clerk

ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
AUGUST 10, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, August 10, 2023 at 6:00 p.m.
2. Board Member McCarthy gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 15 Present. 5 Absent. (Board Members Booker, Butitta, Goral, Hanserd, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster.) (Board Members Arena, Crosby, Fellars, Guevara and Hoffman were absent.)

Board Member Goral recognized the passing of Pearl Hawks, a former Board Member. Discussion by Board Member Webster and Nabors.

Chairman Chiarelli also recognized the passing of Joanna Pumilia and gave a moment of silence for the passing of both individuals.

AWARDS, PRESENTATIONS, PUBLIC HEARINGS, PUBLIC PARTICIPATION, and PROCLAMATIONS

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- Rev. Earl Dotson, Sr., West Side Economic Development, Pro
Denzil Wynter, Neighborhood Policing, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Webster made a motion to approve County Board Minutes of July 13, 2023 and layover County Board Minutes of July 27, 2023, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Crosby, Fellars, Guevara and Hoffman were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for August 10, 2023. Board Member Lindmark made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Member Nabors abstained.) (Board Members Arena, Crosby, Fellars, Guevara and Hoffman were absent.)

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**

Board Member Sweeney made a motion to suspend the rules on the New Appointment (as listed below), seconded by Board Member McDonald. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Arena, Crosby, Fellars, Guevara and Hoffman were absent.) Board Member Sweeney moved to approve the New Appointment, seconded by Board Member McDonald. Motion was approved by a voice vote. (Board Member Booker voted no.) (Board Members Arena, Crosby, Fellars, Guevara and Hoffman were absent.)

A. Four Rivers Sanitation District, Annual Compensation: \$6,000

1. Richard Mowris (New Appointment), Rockford, Illinois, to serve remainder of 3-year term, April 30, 2021 to April 30, 2024

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment to Provide Funds for the Winnebago County Highway Department for the Riverside Boulevard Multi-Use Path Study to be Laid Over – ARP Phase 4.
10. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment to Fund Boys and Girls Club Addressable Fire Alarm Systems to be Laid Over – ARP Phase 4.
11. Board member Butitta read in for the first reading of an Ordinance for s Budget Amendment to Provide Funds for the Boys and Girls Club New HVAC System to be Laid Over - ARP Phase 4.
12. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment to Fund Zion West Enterprise Van Purchase to be Laid Over – ARP Phase 4.
13. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment to Fund Carpet Purchase for Inner City Reconstruction Group's Building to be Laid Over – ARP Phase 4.
14. Board Member Butitta made a motion to approve a Resolution Adopting Fiscal Year 2024 Budget Policy, seconded by Board Member Sweeney. Discussion by Board Member Butitta.

Motion was approved by a unanimous vote of all members present. (Board Members Arena, Crosby, Fellars, Guevara and Hoffman were absent.)

ZONING COMMITTEE

15. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

16. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

17. Board Member McDonald made a motion to approve a Resolution Establishing the County Holiday Schedule for 2024, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Crosby, Fellars, Guevara and Hoffman were absent.)

PUBLIC WORKS COMMITTEE

18. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

19. No Report.

UNFINISHED BUSINESS

20. None.

NEW BUSINESS

21. **(Per County Board rules, passage will require a suspension of Board rules).**

Board Member Lindmark announced the passing of Dominic Isparro.


ANNOUNCEMENTS & COMMUNICATION

22. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
- a. Byron Station, Unit Nos. 1 and 2- Issuance of Amendments Nos. 233 and 233 RE: Technical Specifications 2.1.1 and 4.2.1 to Allow a Previously Irradiated Accident Tolerant Fuel Lead Test Assembly to be Further Irradiated in Unit No. 2 (EPID L-2022-LLA-0131)
 - b. Applications for Amendments to Facility Operating Licenses Involving Proposed No Significant Hazards Consideration(s) and Containing Sensitive Unclassified Non-Safeguards Information and Order Imposing Procedures for Access to Sensitive Unclassified Non-Safeguards Information.
 - c. Byron Station-Request for Information for the NRC Quadrennial Comprehensive Engineering Team Inspection: Inspection Report 05000454/2024010 and 05000455/2024010.
 - d. Federal Register/Vol. 88, No. 146/Tuesday, August 1, 2023/Notices
 - e. Byron Nuclear Power Station, Unit 2- Review of the Spring 2022 Steam Generator Tube Inspection Report (EPID: L-2022-lro-0146)
- B. County Clerk Gummow submitted a letter from the Federal Energy Regulatory Commission. Subject: Scoping Documents 1 for the Rockton Hydroelectric Project, P-2373-016; Dixon Hydroelectric Project, P-2446-052; Beloit Hydroelectric Project, P-2348-050; and Janesville Hydroelectric Project, P-2347-064.
- C. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
- a. Winnebago County Treasurer Bank Balances – June, 2023
 - b. Collateralization Report – June 30, 2023
 - c. Investment Report - as of June 30, 2023
 - d. Monthly Interest Report – as of June, 2023

ADJOURNMENT

23. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Arena, Crosby, Fellars, Guevara and Hoffman were absent.) The meeting was adjourned at 6:24 p.m.


Respectfully submitted,

Lori Gummow
County Clerk
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**COMMITTEE OF THE WHOLE
WINNEBAGO COUNTY BOARD
AUGUST 10, 2023**

1. Chairman Joseph Chiarelli called to order The Committee of the Whole of the Winnebago County Board for Thursday, August 10, 2022 at 6:24 p.m.
2. Roll Call: 15 Present. 5 Absent. (Board Members Booker, Butitta, Goral, Hanserd, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson, and Webster.) (Board Members Arena, Crosby, Fellars, Guevara, and Hoffman were absent.)

Board Member Fellars arrived at 6:27 p.m.

PUBLIC COMMENT

3. None.
4. Budget Presentation by Steve Schultz, Chief Financial Officer. Discussion by Board Member Butitta.
5. Chairman Chiarelli entertained a motion to adjourn. Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. (Board Members Arena, Crosby, Guevara, and Hoffman were absent.) Meeting was adjourned at 6:36 p.m.

Respectfully submitted,


Lori Gummow
Winnebago County Clerk

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CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by 9 different organizations for 11 Raffles.

All applying organizations have complied with the requirements of the Winnebago County Raffle Ordinance. All fees have been collected, bonds received and all individuals involved with the raffles have received the necessary Sheriff's Department clearance.

The Following Have Requested A Class A, General License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30952	1	A MOTHERS LOVE	09/20/2023 - 09/20/2023	\$ 4,999.99
30953	1	BARBARA OLSON CENTER OF HOPE	09/01/2023 - 10/26/2023	\$ 4,750.00
30954	1	FOUNDATION FOR EDUCATIONAL EXCELLENCE	08/25/2023 - 09/03/2023	\$ 4,000.00
30955	1	HARLEM ROSCOE FIREFIGHTERS ASSOCIATION	08/25/2023 - 09/10/2023	\$ 1,000.00
30956	1	LIFESCAPE COMMUNITY SERVICES	09/23/2023 - 09/23/2023	\$ 1,000.00
30957	1	SEVERSON DELLS NATURE CENTER	10/14/2023 - 10/14/2023	\$ 1,000.00
30958	1	SEVERSON DELLS NATURE CENTER	09/01/2023 - 10/14/2023	\$ 4,999.99
30959	1	WINNEBAGO COUNTY PHEASANTS FOREVER	10/01/2023 - 02/16/2024	\$ 15,000.00


The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30960	1	THE ALS ASSOCIATION GREATER CHICAGO CHAPTER	8/25/2023 - 08/25/2023	\$ 4,999.99
30961	1	THE ALS ASSOCIATION GREATER CHICAGO CHAPTER	09/30/2023 - 09/30/2023	\$ 4,999.99

The Following Have Requested A Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30962	1	HFB GRIDIRON INC	08/27/2023 - 08/27/2024	\$ 4,000.00

This concludes my report,

Deputy Clerk 

LORI GUMMOW
Winnebago County Clerk

Date 24-Aug-23


RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

Your County Auditor respectfully submits the following summarized report of the claims to be paid and approved:

	<u>FUND NAME</u>		<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$	522,733
101	PUBLIC SAFETY TAX	\$	361,051
103	DOCUMENT STORAGE FUND	\$	22,420
105	VITAL RECORDS FEE FUND	\$	1,040
106	RECORDERS DOCUMENT FEE FUND	\$	336
107	COURT AUTOMATION FUND	\$	7,513
111	CHILDREN'S WAITING ROOM FUND	\$	139
114	911 OPERATIONS FUND	\$	40,178
115	PROBATION SERVICE FUND	\$	4,093
116	HOST FEE FUND	\$	11,811
118	NEUTRAL SITE CUSTODY EXCHANGE	\$	54,880
123	STATE DRUG FORFEITURE ST ATTY	\$	715
129	COUNTY AUTOMATION FUND	\$	4,667
131	DETENTION HOME	\$	54,983
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	\$	26,082
145	FORECLOSURE MEDIATION FUND	\$	736
155	MEMORIAL HALL	\$	4,438
158	CHILD ADVOCACY PROJECT	\$	1,864
161	COUNTY HIGHWAY	\$	83,281
163	FEDERAL AID MATCHING FUND	\$	8,307
164	MOTOR FUEL TAX FUND	\$	164,267
165	TOWNSHIP HIGHWAY FUND	\$	7,434
181	VETERANS ASSISTANCE FUND	\$	15,094
185	HEALTH INSURANCE	\$	1,342,890
194	TORT JUDGMENT & LIABILITY	\$	200
196	MENTAL HEALTH TAX FUND	\$	435,442
301	HEALTH GRANTS	\$	173,418
302	SHERIFF'S DEPT GRANTS	\$	101,442
304	PROBATION GRANTS	\$	1,493
309	CIRCUIT COURT GRANT FUND	\$	17,914
313	AMERICA RESCUE PLAN	\$	183,992
314	CJCC GRANTS FUND	\$	3,287
401	RIVER BLUFF NURSING HOME	\$	526,834
410	ANIMAL SERVICES	\$	26,837
420	555 N COURT OPERATIONS FUND	\$	17,514
501	INTERNAL SERVICES	\$	616
743	CAPITAL PROJECTS FUND	\$	2,480
	TOTAL THIS REPORT	\$	<u>4,232,421</u>

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 24th day of August 2023 at the City of Rockford, Winnebago County, Illinois.

Joseph Chiarelli, Chairman of the
Winnebago County Board of
Rockford, Illinois

ATTEST:

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

Appointments

Reports of Standing Committees

FINANCE COMMITTEE



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: August 17, 2023
Resolution Title: Ordinance to Provide Public Transportation in the Rural Areas of Winnebago County, Illinois
County Code: Not Applicable
Board Meeting Date: August 24, 2023

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	
Budget Impact: N/A	

Background Information: Winnebago County wishes to provide public transportation for its citizens in its rural areas and become eligible for grants from the State of Illinois or any of its department or agencies. There will also be opportunities for potential grants from the Federal government and its departments or agencies.

This ordinance conveys to those State and Federal entities the intent of Winnebago County to:

- Provide public transportation in the rural areas of Winnebago County.
- Develop an appropriate rural public transportation service model and corresponding operating budget.
- Write a grant application to the Illinois Department of Transportation and authorize the Chairman to execute and file this application.
- Authorize the Chairman to execute and file all required and related grant agreements with the Illinois Department of Transportation.
- Authorize the Chairman to execute and file all related grant applications and agreements with the Federal government or its agencies.

Recommendation: Administration concurs

Contract/Agreement: Not Applicable

Legal Review: Not Applicable

Follow-Up: Not Applicable

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CO _____

**ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION IN THE
RURAL AREAS OF WINNEBAGO COUNTY, ILLINOIS**

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, the County of Winnebago, Illinois wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits.

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

Section 1: The County of Winnebago, Illinois shall hereby provide public transportation in the rural areas of Winnebago County, Illinois.

Section 2: That upon determination of an appropriate rural public transportation service model and corresponding operating budget, the Chairman of the Winnebago County Board is hereby authorized and directed to execute and file on behalf of the County of Winnebago, Illinois, a Downstate Operating Assistance Program (30 ILCS 740) and Federal Operating Assistance Program Section 5311 (30 ILCS 740/2 & Federal Circular 9030.1E) grant application to the Illinois Department of Transportation.

Section 3: That the Chairman of the Winnebago County Board is hereby authorized and directed to execute and file on behalf of the County of Winnebago, Illinois all required grant agreements with the Illinois Department of Transportation.

BE IT FURTHER ORDAINED, that this Ordinance shall be in full force and effect immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Ordinance to the Winnebago County Auditor, Treasurer, and County Engineer.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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



Resolution Executive Summary

Prepared By: Purchasing Department for Board Office
Committee: Finance Committee
Committee Date: August 17, 2023
Board Date: August 24, 2023
Resolution Title: Resolution Awarding Grant Writing Services

Was item budgeted? No	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: 12501-43190	Descriptor: County Board/Chairman

Background Information:

The County has been looking to hire a firm to provide grant writing services. The firm will act in liaison with and report activities to County Administration to help maximize the success in obtaining funding. The County seeks to contract for on-call services related to grant writing for economic development, public facilities, land acquisition, new and existing building renovations and other opportunities.

The Purchasing Department issued a Request For Qualifications RFQ #23Q-2275 Grant Writing Services in February 2023. The solicitation was posted nationwide on a government posting site, DemandStar. There was a total of four submissions received. An evaluation committee was formed to review the proposals and make an award recommendation to the Legislative and Lobbying Committee.

The Ferguson Group was chosen due to demonstrated experience securing high dollar amount funding for County governments. Their highest dollar amount awarded in the last five years, \$65 million, secured for infrastructure for County government. Their specialty areas include economic development, infrastructure, public safety, and parks and recreation. They are also the firm that developed eCivis, a fully integrated cloud-based system that provides grant management software, including a customizable search engine to accelerate the grant search process.

Recommendation: Legislative and Lobbying Committee recommends awarding to The Ferguson Group.

Legal Review: State's Attorney's Office has reviewed, revised and approved the final agreement.

Follow-Up: Purchasing will obtain signatures and award the new agreement.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

RESOLUTION AWARDING GRANT WRITING SERVICES

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 is in need of hiring a firm to provide grant writing services; and,

WHEREAS, the County issued Request For Qualifications solicitation RFQ # 23Q-2275 for Grant Writing Services; and,

WHEREAS, the Finance 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:

The Ferguson Group
1901 Pennsylvania Avenue, NW, Suite 700
Washington D.C., 20006
(See RFQ Tab for Pricing - Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute an agreement, similar in language to Resolution Exhibit B, on behalf of the County of Winnebago, to THE FERGUSON GROUP, 1901 PENNSYLVANIA AVENUE, NW, SUITE 700, WASHINGTON D.C., 20006.

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 the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

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:

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

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

REQUEST FOR QUALIFICATIONS TAB
GRANT WRITING SERVICES
RFQ – 23Q-2275 MARCH 15, 2023, DUE BY 11:00 A.M.

VENDOR	
Carmona Strategic Solutions	HCH Enterprises
The Ferguson Group	Capitol Counsel, LLC.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2023 (the “Effective Date”) by and between **The Ferguson Group** (“TFG”) and **the County of Winnebago** (“Client”).

WHEREAS, Client wishes to obtain the professional services of TFG; and,

WHEREAS, TFG has the knowledge, skill, and capability to perform such services for Client.

NOW THEREFORE, in consideration of the foregoing, TFG agrees to provide services to Client under the terms and conditions of this Agreement.

1. Services. Client hereby retains TFG to provide grant application development services (Grant Services”) as follows

(a) **Scope of Work**. TFG will provide Tier 3 Grant Retainer Services to the County of Winnebago as described in Exhibit A (TFG Grants Overview: Grant Services for the County of Winnebago). Services include:

- A dedicated grants expert
- Weekly grants updates and alerts
- Access to TFG’s library of Funding Guides and Grant Profiles
- Access to TFG’s Successful Grant Application Database
- Unlimited project specific grant research and funding strategies
- Conducting an annual comprehensive grant needs assessment and strategic grant outlook
- Grants Advocacy
- Grant Editing and Review Services
- Grants Training

(b) **Additional Services**. TFG’s Grant Retainer model is structured to allow for changes to be made throughout our partnership. As a retainer client, the County of Winnebago can also engage with TFG either on an hourly rate or through a fixed fee for add-on grant writing services. Additional fees in this regard will be based on the pricing included in the attached TFG Grants Overview document. TFG will provide a cost proposal for all additional services tailored to the County’s needs.

If the assistance of TFG’s professional advocacy staff is required, outside the scope of grant services, standard hourly fees for such services shall apply and such services will be clearly delineated in the cost estimate for each project.

2. Term / Payment. The County of Winnebago will compensate TFG through a monthly retainer of \$5,000 for services rendered commencing _____, 2023, and extending through _____, 2024. Either the County of Winnebago or TFG may terminate this agreement at any time by giving the other party at least thirty (30) days’ notice, in writing, of such termination.

Fees for all Task Orders shall be paid pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq and Section 10 of this Agreement.

3. Expenses. TFG fees include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes. While the TFG Grants Team usually works electronically and virtually, if the County prefers an on-site meeting, travel time and estimated expenses will be billed in advance.
4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
5. Independent Contractor. TFG, in the performance of this Agreement, shall be and act as an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the County of Winnebago and TFG.
6. Indemnification. To the fullest extent permitted by law, TFG shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of TFG, its officers, employees, agents, volunteers, or other representatives arising out of or related to TFG's performance under this Agreement.
7. Proof of Insurance.
TFG shall be responsible for all necessary insurance coverage as indicated in the Request for Qualifications with the County of Winnebago named as Additional Insured. The COI should be sent to the Purchasing Department annually at purchasing@purchasing.wincoil.gov
8. Confidentiality. Unless otherwise required by law, TFG will exercise reasonable effort to maintain in confidence information disclosed or submitted to TFG by Client as confidential information. Confidential information does not include information that:
 - (a) is generally available in the public domain or becomes available to the public through no act of TFG; or
 - (b) is independently known by TFG prior to receipt; or
 - (c) made available to TFG as a matter of lawful right by a third party.

Unless otherwise required by law, all information shared with TFG and any reports, documents, or other deliverables created by TFG pursuant to the terms of this Agreement shall be treated as confidential and will not be made available to any unintended third party without the prior written approval of Client. Reports, documents or other deliverables completed that are made available to the public by the Client, or that are subject to Freedom of Information requests made to the Client may be shared as part of the TFG portfolio of completed works, but will have sensitive and identifying information redacted. TFG will not share the aforementioned materials without Client permission. TFG will not share any budget documents without express written permission from the Client.

9. Intellectual Property. No reports or other documents produced in whole or in part pursuant to the terms of this Agreement shall be the subject of an application for copyright by either party.



10. Specific Conditions. The payment of fees for all Task Orders will be the responsibility of the applicable county department. However, the Winnebago County Board Chairman must sign all Task Orders. TFG will adhere to relevant policy in the Grants section of the Winnebago County Budget Policy set forth by the Winnebago County Board. Winnebago County will provide TFG access to the policy and subsequent updates to the policy.

ACKNOWLEDGED AND AGREED TO BY:

W. Roger Gwinn, CEO
The Ferguson Group, LLC

Joseph V. Chiarelli, Chairman
County of Winnebago

Date

Date

Remainder of page intentionally left blank.



EXHIBIT A

TFG Grants Overview: Grant Services for the County of Winnebago

TFG will provide the following services to the County of Winnebago. Services marked with an orange checkmark are included in the Tier 3 retainer pricing for the County. All other services described can be obtained as add-on services at a discounted hourly rate or lump sum fee listed at the end of this document.

✓ **Dedicated Grants Expert/Team**

The County of Winnebago has been assigned a dedicated grants expert to serve as a liaison to its staff. This expert will help navigate the complex grant world to ensure the most efficient and effective use of staff time when pursuing grants.

✓ **Grants Alerts and Weekly Grants Updates**

The County of Winnebago will receive customized alerts for relevant grant opportunities, as they are solicited. For high priority grants or those with a short turnaround, TFG will attempt to notify the County of opportunities prior to solicitation. Additionally, each Friday, County staff will receive TFG’s Weekly Grants Update that provides a recap of grant solicitations that were published that week to ensure you do not miss any funding opportunities.

✓ **Database of Successful Grant Applications**

The County of Winnebago will have access to TFG’s database of over 600 successful grant applications from a variety of programs to help inspire and guide the preparation of your successful grant submissions.

✓ **Library of Grant Funding Guides and Grant Profiles**

The County of Winnebago will have access to TFG’s Library of Grant Funding Guides. Each Funding Guide provides an overview of popular grant programs and relevant information such funding level, match requirements, eligible applicants, and use of funds in a specific issue area. Our library includes guides covering a wide array of topics such as:

- Law Enforcement
- Mental Health and Substance Abuse
- Habitat Conservation
- Homelessness
- Fire Departments
- Parks and Recreation
- Broadband
- Libraries and Museums
- Water and Wastewater
- Transportation
- Economic and Community Development
- Coronavirus and COVID-19
- Electric Vehicles and Infrastructure
- Grid Modernization
- Hydropower/Dam

TFG's Grants Library also includes a robust database of grant profiles and summaries that provide the key information you need to match a program with your needs and build a winning grant proposal. We present the information included in the grant solicitation in an easy-to-follow manner and augment it with additional background information on the program and the types of projects it has funded in the past.



Custom Project Specific Grant Research and Funding Strategy

TFG will directly work with the County of Winnebago to conduct project specific grant research on the federal, state, and foundation levels and will create a customized funding strategy geared to support your project. We will provide you with relevant grant information, as well as recommendations on funding opportunities to target, that is specifically tailored to your project and your community. Our grants research will not only look at open, available programs, but will also focus on grant programs expected to be released in the future, helping you to stay “ahead of the game” and be prepared.



Needs Assessments and Strategic Grant Outlook

TFG will meet with County of Winnebago staff to discuss ongoing projects, primary issue areas, and future needs that may benefit from grant funding. These meetings will be virtual. Based on our team's knowledge and experience, we will closely identify, forecast, and monitor relevant funding opportunities that meet your specific needs. The Strategic Grant Outlook will allow staff to know what is on the horizon and be prepared when a notice of funding availability is announced.



Grant Writing

Preparing winning grant proposals takes time, skill, and knowledge. The County of Winnebago has the option to access TFG's experienced grant writers to take the County's grant project idea from the start of the application to submission. From filling out federal forms to crafting a persuasive and compelling grant narrative and corresponding budgets, TFG will ensure that the County will have submitted a complete and competitive application on time.



Grant Editing and Review

The County of Winnebago can access TFG experts to edit and review County written grant proposals to improve chances of securing funding. TFG staff will expertly review your application against the funder's requirements, suggest content edits, and provide recommendations on how to improve your narrative before you submit.



Grant Debriefs

Grant debriefs are important, especially if it turns out that your application didn't get funded. TFG staff will help guide you through the grant debrief process and set up consultation with the funding agency to put your next applications in the best position to effectively compete in future solicitations.



Grants Advocacy

TFG helps secure congressional support, including support letters, and backing from strategic partners, to bolster grant applications. Federal grants are highly competitive and, more often than



not, broad support for a project application can make the difference between a winning application and a highly ranked application that does not make the final list of awardees.

✓ **Grants Training**

Our grants training is focused on building capacity, helping position the County for success in the often-complex grant process. TFG can train your staff on grant application processes and help improve the quality of grant proposals. We can provide training on a one-one-basis or through larger workshops dependent on your needs. TFG also has established partnerships with other grant training professionals that specialize in post-award management who can be accessed to support grant management training needs.

Grant Pricing for the County of Winnebago

The table below outlines the services TFG can provide to the County on a monthly basis. As a retainer client, the County will have at its disposal TFG’s diverse complement of staff experts without any worry about getting unexpected bills.

The County has agreed to Tier 3 retainer service with the option of discounted add-on services. Should the County of Winnebago need a different combination of services, TFG will work with the County to amend the retainer and create one that best fits your needs. This includes the option of moving to Tier 1 or 2 with a 30-day written notice.

	Tier 1 (\$1,000/month)	Tier 2 (\$2,500/month)	Tier 3 (\$5,000/month)
Dedicated Grants Expert/Team	✓	✓	✓
Weekly Grants Update and Alerts	✓	✓	✓
Library of Funding Guides and Grant Profiles	Unlimited	Unlimited	Unlimited
Access to Successful Grant Application Database	✓	✓	✓
Custom Project Specific Grant Research and Funding Strategy	3 projects	5 projects	Unlimited
Grant Writing	15% discount	15% discount	15% discount
Needs Assessment and Strategic Grant Outlook		✓	✓
Grants Advocacy			✓
Grant Editing and Review			✓
Grants Training			✓

Service Add-Ons

TFG believes in offering flexibility to our clients. As a retainer client, the County of Winnebago can engage with TFG on a discounted hourly rate, or lump sum fee, for as needed grant writing services.

Grant Writing – As Needed, Per Grant

To provide greater transparency in the cost of grant writing services, TFG has created the grant writing service fee table below, which provides the average cost for grant writing services based on the narrative page limitations imposed in the grant application. Grant applications vary widely with respect to complexity and level of effort required to complete them. If you are interested in securing these services, TFG will provide you with a tailored cost proposal that reflects the level of effort required to draft the narrative and non-narrative elements such as forms, budgets, and logic models. Exceptions do occur based on the complexity of the grant application, but we work hard to keep costs in line with the pricing guidelines outlined below.

Workload (low to high)	Type of Grant	Narrative Page Length	Approximate Average Cost	15% Retainer Discount Cost
Level 1	Small, well-defined request	6-10	\$6,000	\$5,100
Level 2	Small, full grant application	11-15	\$11,400	\$9,690
Level 3	Medium, full grant application	16-20	\$17,400	\$14,790
Level 4	Large state or national foundation or medium federal grant	21-25	\$21,600	\$18,360
Level 5	Large federal grant application	26-30	\$25,200	\$21,420

Last-minute emergency grant writing requests are subject to a 35% markup to the non-discounted grant writing fee.

Where efficiencies are built into a grant writing process, such as in the case of a grant rewrite or a joint application scenario, a further discount may be applied depending on the circumstances.

Grant Writing – As Needed, Hourly Rate

Grant writing services can also be available at an hourly rate of \$205/hour. Since the County of Winnebago is a retainer client our hourly rate will be discounted to \$175/hour. Last-minute requests for additional grant-related services are subject to a rate of \$275/hour for non-retainer clients and \$235/hour for retainer clients.

If the assistance of TFG's professional lobbying staff is required, such as for grants advocacy or grants policy-related services, the hourly fee will be \$300/hour. Such services will be clearly delineated in the cost estimate for each project.



County of Winnebago Agreement with The Ferguson Group, LLC, for Grant Writing Services

Task Order Description:

This Task Order is entered into pursuant to the Agreement for On-Call Professional Services between the County of Winnebago and The Ferguson Group, LLC (TFG) dated _____.

Description of Services:

TFG shall provide the following services to the County of Winnebago related to this Task Order:

Scope of Service and Fee:

TBD

Expenses:

TFG fees cited above include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes. No additional expenses will be charged to the County of Winnebago. The only exception is in the event the County of Winnebago requires the TFG Grants Team to travel to the County or other location. Under such circumstances, should they arise, the County of Winnebago will be billed for hourly time and direct expenses associated with the requested travel.

All invoices will be sent to:

County Board Office
404 Elm Street, Room 533
Rockford, IL 61101
boardoffice@admin.wincoil.gov

Contract Start Date: TBD

Deadline for Document Submission to TFG:

Contract Completion Date: TBD

TFG Project Manager: Gabrielle Bronstein

County of Winnebago Primary Contact: TBD

Complete Agreement.

The Agreement and this Task Order constitute the complete and exclusive statement of the parties' agreement about the services under this Task Order.

This Task Order shall be effective upon the last dated signature below.

ACKNOWLEDGED AND AGREED TO BY:**COUNTY OF WINNEBAGO****THE FERGUSON GROUP, LLC**

By: _____
Authorized Signature

Authorized Signature

Joseph Chiarelli
Name (type or print)

W. Roger Gwinn
Name (type or print)

Winnebago County Board Chairman
Title

Chief Executive Officer
Title

Date

Date

COUNTY DEPARTMENT (if applicable)

By: _____
Authorized Signature

Name (type or print)

Title

Department Name

Date

ZONING COMMITTEE

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

2023 CR _____

SUBMITTED BY: ZONING COMMITTEE

SPONSORED BY: JIM WEBSTER

**RESOLUTION GRANTING SITE APPROVAL OF A COMMERCIAL SOLAR
ENERGY FACILITY (AKA A SOLAR FARM) ON A 47.21 +- ACRE SITE COMMONLY
KNOWN AS PART OF PINS: 09-34-200-008 AND 09-34-200-010, ON N. CONGER
ROAD, IN PECATONICA TOWNSHIP, ILLINOIS 61063**

WHEREAS, on July 18, 2023, USS PRAIRIE SOLAR LLC (hereinafter “the Facility Owner”), formally filed an application for site approval to operate a commercial solar energy farm (hereinafter “the Facility”) within unincorporated Winnebago County, Illinois on a 47.21 +- acre site commonly known as part of PINs: 09-34-200-008 and 09-34-200-010, on N. Conger Road, in Pecatonica Township, Illinois 61063 (hereinafter, “the Property”) and specifically legal described as:

That part of the Southeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter and the North Half of the Southeast Quarter of Section 34, Township 27 North, Range 10 East of the Fourth Principal Meridian, Winnebago County, Illinois described as follows: Commencing at the northeast corner of said North Half of the Southeast Quarter; thence South 00 degrees 52 minutes 50 seconds East along the east line of said North Half of the Southeast Quarter, a distance of 689.44 feet to the Point of Beginning; thence Continuing South 00 degrees 52 minutes 50 seconds East along said east line, a distance of 200.41 feet to a point 50 feet north of the northerly Right-of-Way of the Chicago and Northwestern Railway Company; thence North 64 degrees 35 minutes 27 seconds West on a line 50 feet northerly and parallel with said northerly Right-of-Way of Chicago and Northwestern Railway Company, a distance of 2942.15 feet to the west line of said Southwest Quarter of the Northeast Quarter; thence North 01 degree 03 minutes 48 seconds West along said west line, a distance of 665.75 feet; thence North 87 degrees 36 minutes 15 seconds East, a distance of 988.57 feet; South 01 degree 23 minutes 40 seconds East, a distance of 436.19 feet; thence North 88 degrees 47 minutes 49 seconds East, a

distance of 337.94 feet; thence North 01 degree 16 minutes 03 seconds West, a distance of 106.14 feet; thence North 88 degrees 41 minutes 57 seconds East, a distance of 612.71 feet; thence South 01 degree 14 minutes 02 seconds East, a distance of 1128.64 feet; thence South 64 degrees 31 minutes 28 seconds East, a distance of 771.10 feet to the Point of Beginning. Containing 47.21 acres, more or less; and

WHEREAS, Illinois Counties Code, specifically, 55 ILCS 5/5-12020 (hereinafter “the Statute”), effective January 27, 2023, governs the requirements for siting of commercial solar energy facilities in the state of Illinois and prohibits counties from enacting more restrictive requirements in regard to said facilities than those set forth in the Statute; and

WHEREAS, the Statute provides that a County may not adopt zoning regulations that “disallow, permanently, or temporarily * * * commercial solar energy facilities from being developed or operated in any district zoned to allow agricultural or industrial uses”; and

WHEREAS, the County of Winnebago, Illinois (hereinafter “County”) is in the process of revising its Unified Development Ordinance so as to be in accord with the Statute and therefore this Application shall be reviewed pursuant to the Statute; and

WHEREAS, the Statute further provides that a request for siting approval or a special use permit for a commercial solar energy facility, “shall be approved if the request is in compliance with the standards and conditions imposed in this Act, the zoning ordinance adopted consistent with this Code, and the conditions imposed under State and federal statutes and regulations”; and

WHEREAS, upon review of the Application, the Facility Owner has conceptually satisfied all of the requisite standards and conditions under the Statute, however, that, in the event a detail or representation in the Application conflicts with the Statute or any other applicable Illinois law or regulation, the conflicting provision of the Statute, or the applicable Illinois regulation, shall prevail and Facility Owner shall adhere thereto and adjust the contradiction, as may be required, at time of construction permit submittal; and

WHEREAS, a public hearing was held on the siting approval request before the Zoning Board of Appeals (ZBA) on August 9, 2023, and the ZBA recommended _____; and

WHEREAS, the Zoning Committee of the County Board of County of Winnebago, Illinois considered the ZBA’s recommendation and made a recommendation to approve with a vote of _____ (to the Winnebago County Board) the Facility Owner’s site approval request to erect and operate a commercial solar energy facility at the Property.

NOW, THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the County Board of the County of Winnebago, Illinois hereby grants the Facility Owner’s site approval request to erect and operate a 2 MW or less commercial solar energy facility on a 47.21 +/- acre site commonly known as part of PINs: 09-34-200-008 and 09-34-200-010, on N. Conger Road, in Pecatonica Township, Illinois 61063 and specifically described in “Whereas 1”, subject to all of the following conditions:

- 1.) The perimeter of the commercial solar energy facility shall be enclosed by fencing, having a height of at least 6 feet but no more than 8 feet, and out of the required front yard setback established by Statute.
- 2.) The Facility Owner shall strictly adhere to all the terms and conditions of the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture, dated April 27, 2023, and as may be amended (hereinafter “the AIMA”), including, but not limited to, any terms and conditions that are not specifically referenced or set forth in this Resolution.
- 3.) Pursuant to the AIMA, all underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with: i) a minimum of 5 feet of top cover where they cross cropland as defined in the AIMA; ii) a minimum of 5 feet of top cover where they cross pastureland or other non-cropland classified as prime farmland as defined in the AIMA; iii) a minimum of 3 feet of top cover where they cross pastureland and other

agricultural land not classified as prime farmland; iv) a minimum of 3 feet of top cover where they cross wooded/brushy land.

- 4.) In accord with the AIMA, provided that the Facility Owner agrees to remove the cables during deconstruction, underground electric cables may be installed to a minimum depth of 18 inches: i) within the fenced perimeter of the Facility or; ii) when buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.
- 5.) The Facility Owner shall comply with landscape screening and vegetative seeding as described in its Application and the Facility Owner shall utilize best efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible pursuant to the AIMA.
- 6.) Pursuant to the AIMA: i) the Facility Owner shall work with the landowner and create and follow a Stormwater Pollution Prevention Plan (hereinafter “the SWPPP”) to prevent excessive erosion on land that has been disturbed either by construction or deconstruction of the Facility; and ii) the Facility Owner shall consider the recommendations of the Winnebago County Soil & Water Conservation District with regard to the Plan.
- 7.) Pursuant to the AIMA, Facility Owner shall consult with the Winnebago County Soil & Water Conservation District to determine if there are soil conservation practices that will be damaged by construction. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following deconstruction in accordance with federal technical standards and all repair costs shall be borne by the Facility Owner.
- 8.) Consistent with the AIMA, the Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator. Facility Owner shall ensure that all vegetation

growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock upon mutual agreement between the Facility Owner and the landowner.

- 9.) The Facility Owner shall comply with all specifications, including, but not limited to, setback requirements, set forth in the Statute.
- 10.) Pursuant to the Statute, no component of a solar panel shall exceed a height of more than 20 feet above ground when the Facility's arrays are at full tilt.
- 11.) The Facility must adhere to sound limitations established by the Illinois Pollution Control Board under 35 Ill. Adm. Code Parts 900, 901, and 910.
- 12.) Facility Owner shall adhere to the details and representations described in its Application as to construction, operations & maintenance, and grading & stormwater pollution prevention, including, but not limited to, hours of operation, signage, water, sewage & waste, stormwater prevention & pollution plan, erosion sediment & control plan, and site access; provided, however, that, in the event a detail or representation in the Application conflicts with any portion of the AIMA or the Statute or any other applicable Illinois or federal law or regulation, the conflicting provision of the AIMA, the Statute, or the applicable Illinois or federal law or regulation, shall prevail and Facility Owner shall adhere thereto.
- 13.) Pursuant to the AIMA, in implementing any actions relating to construction and/or deconstruction of the Facility, the Facility Owner shall adhere to all applicable federal and state rules and regulations and, County and local rules and regulations that are not inconsistent with the Statute, and obtain all required permits and approvals prior to taking any action, including, but not limited to a building permit, a zoning clearance/permit, a

site access permit, Winnebago County Surface Water Management Ordinance (WC-SWMO) permits / stormwater plan approvals (i.e. with regard to Detention, Stormwater Pollution Prevention Plan (SWPPP), and NPDES Construction General Permit), and the approval of an erosion sediment & control plan.

- 14.) Prior to commencement of construction, the Facility Owner must file with the County a deconstruction plan prepared by a professional engineer licensed in the state of Illinois and said plan must contain the criteria for deconstruction plan as that term is defined in the AIMA. The Facility Owner shall file an updated deconstruction plan with the County on or before the end of the tenth (10th) year of commercial operation.
- 15.) Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including those set forth in the AIMA and, the Facility Owner shall, at its expense, complete deconstruction of the Facility within twelve (12) months after the end of the useful life of the Facility, as set forth in the AIMA.
- 16.) Prior to commencement of construction, the Facility Owner shall provide the County with financial assurance, in the form of a bond, letter of credit or other form of surety acceptable to the County to cover the estimated costs of deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first eleven (11) years of the Project's operation pursuant to the executed AIMA as follows: 1) on or before the first (1st) anniversary of the commercial operation date, the Facility Owner shall provide the County with financial assurance to cover ten percent (10%) of the estimated costs of Deconstruction of the Facility as determined in the deconstruction plan; 2) on or before the sixth (6th) anniversary of the commercial operation date, the Facility Owner shall provide the County with financial assurance to cover fifty percent (50%) of the estimated costs of deconstruction of the facility as determined in the deconstruction plan; and 3) on

or before the eleventh (11th) anniversary of the commercial operation date, the Facility Owner shall provide the County with financial assurance to cover one hundred percent (100%) of the estimated costs of deconstruction of the Facility as determined in the updated deconstruction plan provided during the tenth (10th) year of commercial operation. The County shall be the designated beneficiary of the financial surety, and the landowner shall be provided with a copy of the document. In the event of abandonment as that term is defined in the AIMA, the County may take all appropriate actions for deconstruction including drawing upon the financial assurance.

- 17.) The Facility shall abide by all terms and conditions of any road use agreement, between it and the Illinois Department of Transportation, a road district, the County, or any other unit of local government.
- 18.) As stated in the Application, Facility Owner shall maintain and be listed on an insurance policy that includes: 1) Liability coverage that will include \$1,000,000 per occurrence and \$2,000,000 in the aggregate per annum; 2) Excess liability coverage of an additional \$5,000,000 per occurrence; and 3) Property coverage in an amount necessary to cover the value of the commercial solar facility and up to one year of lost revenue in the event the project is destroyed and needs to be rebuilt.
- 19.) In addition to the foregoing conditions in this Resolution, the Facility Owner and Facility shall comply with all other requirements and standards as set forth in the Statute and any other applicable Illinois or federal law or regulation, and any County and local rules and regulations that are not inconsistent with the Statute.

BE IT FURTHER RESOLVED, that the Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator, County Planning and Zoning Officer, County Engineer, and the County Board Chairman.

Respectfully Submitted,
ZONING COMMITTEE

Agree

Disagree

Jim Webster, Chairman

Jim Webster, Chairman

Angie Goral

Angie Goral

Paul Arena

Paul Arena

Aaron Booker

Aaron Booker

John Guevara

John Guevara

Tim Nabors

Tim Nabors

Dave Tassoni

Dave Tassoni

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

ATTESTED BY:

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

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

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

2023 CR _____

SUBMITTED BY: ZONING COMMITTEE

SPONSORED BY: JIM WEBSTER

**RESOLUTION AUTHORIZING THE DC ESTATE WINERY (8877 STATE LINE RD,
SOUTH BELOIT, IL) BE SUBJECT TO THE JURISDICTION OF THE CITY OF
SOUTH BELOIT PURSUANT TO A PRE-ANNEXATION AGREEMENT**

WHEREAS, the DC Estate Winery, is located in unincorporated County of Winnebago, Illinois (“County”) with a common address of 8877 State Line Road, South Beloit, Illinois and P.I.N. 04-01-200-005 (“property”); and

WHEREAS, the City of South Beloit (“City”) is in the process of reviewing a pre-annexation agreement for the property and has sent a request for jurisdiction to the County; and

WHEREAS, the property is approximately 1.7 miles from the City; and

WHEREAS, Chapter 90, Article I, Section 1.3 (Applicability and Jurisdiction) of the Winnebago County Code, provides in part:

“This Ordinance shall also govern properties in the County of Winnebago that have an annexation agreement with a municipality that is more than 1.5 miles from the property, unless after receiving a request for jurisdiction from the annexing municipality, the County of Winnebago agrees, by the affirmative vote of a majority of its members, that the property covered by the annexation agreement shall be subject to the ordinances, control, and jurisdiction of the annexing municipality.”; and

WHEREAS, the Zoning Committee of the County Board for the County of Winnebago, Illinois, has reviewed the request for jurisdiction and recommends that the Winnebago County Board authorize the property be subject to the zoning ordinances, control and jurisdiction of the City upon approval of a pre-annexation agreement with the City.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County of Winnebago hereby authorizes the DC Estate Winery, with a common address of 8877 State Line Road, South Beloit, Illinois, be subject to the zoning ordinances, control and jurisdiction of the City of South Beloit upon approval of a pre-annexation with the City of South Beloit.

BE IT FURTHER RESOLVED, that the Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator, County Planning and Zoning Officer, County Director of Development Services and the County Board Chairman.

Respectfully Submitted,
ZONING COMMITTEE

Agree

Disagree

Jim Webster, Chairman

Jim Webster, Chairman

Angie Goral

Angie Goral

Paul Arena

Paul Arena

Aaron Booker

Aaron Booker

John Guevara

John Guevara

Tim Nabors

Tim Nabors

Dave Tassoni

Dave Tassoni

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

ATTESTED BY:

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

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

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

SUBMITTED BY: ZONING COMMITTEE

2023 CR _____

RESOLUTION DIRECTING THE ZONING BOARD OF APPEALS
TO CONDUCT A PUBLIC HEARING ON CERTAIN UNIFIED DEVELOPMENT ORDINANCE
AMENDMENTS REGARDING COMMERCIAL WIND POWER GENERATING FACILITIES /
WIND FARMS (AKA COMMERCIAL WIND ENERGY FACILITIES) AND SOLAR FARMS
(AKA COMMERCIAL SOLAR ENERGY FACILITIES)

WHEREAS, Chapter 90 of the Winnebago County Code is known as the Unified Development Ordinance (Zoning Ordinance) of Winnebago County which regulates the use of buildings and land; and

WHEREAS, Chapter 90, Section 4.1.1 (Initiation of Amendments) requires the County Board to initiate a change in zoning district regulations, general provisions, or other provisions; and

WHEREAS, the public health, safety and welfare may be better served by adopting updated regulations with regard to commercial wind power generating facilities / wind farms (aka commercial wind energy facilities) and solar farms (aka commercial solar energy facilities) to the Unified Development Ordinance of Winnebago County; and

WHEREAS, the Illinois Compiled Statutes, Chapter 55, Section 5/5-12014, requires the Zoning Board of Appeals to hold a public hearing, after notice of the hearing no less than 15 days prior to the hearing, before the Unified Development Ordinance of Winnebago County can be amended; and

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Winnebago County hereby approves this Resolution pursuant to Chapter 90, Section 4.1.1, and thereby, initiating and directing the Winnebago County Zoning Board of Appeals to conduct a public hearing pursuant to 55 ILCS 5/5-1214 for certain Unified Development Ordinance amendments with regard to commercial wind power generating facilities / wind farms (aka commercial wind energy facilities) and solar farms (aka commercial solar energy facilities).

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Winnebago County Clerk shall provide a certified copy of this Resolution upon its adoption to the Winnebago County Regional Planning and Economic Development Department.

Respectfully submitted,
ZONING COMMITTEE

JIM WEBSTER, CHAIRMAN

(TO APPROVE)

(TO NOT APPROVE)

APPROVED this ____ day of _____, 2023 by the County Board of the County of Winnebago County, IL.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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



Resolution Executive Summary

Committee Date: Wednesday, August 23, 2023

Committee: Zoning

Prepared By: Chris Dornbush

Document Title: Resolution Authorizing The Chairman Of The County Board To Execute An Intergovernmental Cooperation Agreement For Building Inspection By And Between The County Of Winnebago, Illinois And The Village Of New Milford

County Code: Section 55 ILCS 5/1-1063 of the Illinois Counties Code

Board Meeting Date: Thursday, August 24, 2023

Budget Information:

Was item budgeted? NA	Appropriation Amount: \$0
If not, explain funding source:	
ORG - OBJ - Project Code:	Budget Impact: None - Budgeted

Background Information:

Winnebago County Building Division (County) and the Village of New Milford (Village) have had a positive existing Intergovernmental Cooperation Agreement (IGA) since 1980's for building (construction) services, i.e. building permitting and building inspections. This IGA is to update the approximately 40 year old Agreement by better clarifying items within the IGA. No major changes are occurring within. The existing and proposed agreement will continue to have Winnebago County issue residential and commercial permits (all fees are collected and retained by the County) and will inspect residential and commercial construction projects in the Village in regards to permits involving the following trades; structural, electrical, plumbing, and HVAC.

Recommendation:

Winnebago County Administration supports the continuation of this Agreement. It has been a positive relationship and provides value by the County and the Village having an interest in protecting the health, safety, and general welfare to the citizens.

Contract/Agreement:

Yes, attached.

Legal Review:

Yes

Follow-Up:

Updates or a report can be provided to the Zoning Committee and/or the County Board as requested or at the end of the fiscal year.

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

SUBMITTED BY: ZONING COMMITTEE

2023 CR _____

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO
EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR
BUILDING INSPECTION BY AND BETWEEN THE COUNTY OF WINNEBAGO,
ILLINOIS AND THE VILLAGE OF NEW MILFORD**

WHEREAS, the County of Winnebago, Illinois (hereinafter referred to as the “County”) and the Village of New Milford, Illinois, a municipal corporation, (hereinafter referred to as the “Village”) are units of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois; and

WHEREAS, the County and Village are empowered, pursuant to the authority granted to them by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into intergovernmental agreements as provided in Article VII, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the County is empowered under 55 ILCS 5/1-1063 of the Illinois Counties Code and the Village is empowered under 65 ILCS 11-30-4 of the Illinois Municipal Code to regulate buildings and the construction of buildings; and

WHEREAS, the County and the Village have partnered since the 1980’s for building inspections and wish to continue their partnership; and

WHEREAS, the County and the Village have an interest in protecting the health, safety, and general welfare of its citizens through inspection and enforcement of the Village’s Building Code in accordance with the intergovernmental cooperation agreement (“Agreement”), attached hereto as “Exhibit A” and is incorporated herein; and

WHEREAS, the County’s inspectors are fully trained, qualified, licensed if required by the State of Illinois, and have proficient knowledge of the Building Codes adopted by Winnebago County; and

WHEREAS, the County and Village have determined that it is in their best interests to enter into the Agreement.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Cooperation Agreement for Building Inspection, by and between the County

of Winnebago, Illinois and the Village of New Milford, in substantially the same form as set forth in Exhibit A, attached hereto.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this Resolution to the Winnebago County Regional Planning and Economic Development Director and the Winnebago County Building Official.

Respectfully submitted,
Zoning Committee

AGREE

DISAGREE

JIM WEBSTER, CHAIRMAN

JIM WEBSTER, CHAIRMAN

ANGIE GORAL, VICE CHAIR

ANGIE GORAL, VICE CHAIR

PAUL ARENA

PAUL ARENA

AARON BOOKER

AARON BOOKER

JOHN GUEVARA

JOHN GUEVARA

TIM NABORS

TIM NABORS

DAVE TASSONI

DAVE TASSONI

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

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR BUILDING INSPECTION**

THIS AGREEMENT is by and between the County of Winnebago, Illinois, hereinafter referred to as the "County", and the Village of New Milford, Illinois, a municipal corporation, hereinafter referred to as the "Village."

I. **PURPOSE AND OBJECTIVES.** The parties desire to enter into an intergovernmental cooperation agreement pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, whereby the County, through its Building Official, will aid in the enforcement of Village ordinances which regulate and control building construction. Such ordinances shall hereinafter be referred to as the "Building Code."

II. **COUNTY RESPONSIBILITIES AND POWERS.**

A. The County agrees to assume the following duties and responsibilities related to the Village's Building Code under this Agreement:

1. Issue building permits and retain all building permit fees in order to compensate the County for costs incurred in the application and inspection process;
2. Provide qualified inspections applicable to structures undergoing construction in the Village at appropriate intervals during construction;
3. Provide any and all necessary plan reviews prior to issuance of any building permits;
4. Inform contractors, builders, owners, and others performing work not in compliance with the Building Code of the proper remedial measures;
5. Perform final inspections during construction and issue certificates of occupancy to qualified dwellings, structures, and/or spaces;
6. Advise the Village and its officials on matters germane to the Building Code;

7. Provide witnesses and corroborative documentation, when available, in court and in administrative hearings or in conjunction with other legal actions involving possible Building Code violations, including, but not limited to, demolition suits;

8. Provide administrative and/or field inspection work as the Village may request for any governmentally sponsored rehabilitation program in compliance with applicable federal, state or local grant requirements; and

9. Work with the Village attorney or other Village personnel regarding any and all enforcement matters which may arise involving the Building Code.

B. For additional services not performed on structures for which a valid building permit has been issued, the County shall present the Village with an itemized invoice on a quarterly basis, calculated for each hour a full-time building inspector expends in the performance of said service according to the County's fee schedule. The County shall record these times to the nearest 1/4 hour, along with the date and the category of service performed. The County shall notify the Village in writing prior to performing any additional service under this section and, if requested, provide an estimate of the total cost which would be incurred for said additional services.

III. **VILLAGE RESPONSIBILITIES AND POWERS.** The Village agrees to assume the following duties and responsibilities under this Agreement:

A. Adopt as the Building Code of the Village, the following Codes as adopted by the County, including any future amendments or updates: International Building Code, International Residential Code, National Electric Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, Illinois State Plumbing Code, and the Illinois Energy Conservation Code;

B. Report any variances from the foregoing Codes which may be adopted by the Village immediately to the County Building Official;

C. Grant the County Building Official the authority to perform inspections and related functions pursuant to Section II of this Agreement within the Village's jurisdictional boundaries;

D. Forward all building permit applicants to the County for building permit issuance according to the County's fee schedule;

E. Provide zoning approval, if necessary, and any and all other required approvals unrelated to the Building Code; and

F. Provide an attorney at the Village's expense to represent the Village in all legal actions taken to enforce the Building Code or defend the Village in a lawsuit. The Village shall be liable for any and all costs and expenses arising out of legal action taken based upon the Building Code.

IV. **TERM.** This Agreement shall commence on the ____ day of _____, 2023, and may be terminated by either party for any reason or no reason by giving sixty (60) days' written notice to the other party. Upon such termination, any open existing permits shall not be the responsibility of the County to complete the inspections and project nor shall the County be required to prorate the fees collected for non-completed/open permits.

V. **LIMITATION OF LIABILITY.** The liability of the County, its officials, employees, and agents is limited to the responsibilities and duties described in Section II of this Agreement. The Village shall indemnify and hold harmless the County, its officials, employees and agents against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of the Village's acts or omissions under this Agreement. The liability of the Village, its officials, employees and agents is limited to the responsibilities and duties described in Section III of this Agreement. The County shall indemnify and hold harmless the Village, its officials, employees and agents against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of the County's acts or omissions under this Agreement.

VI. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

VII. **EXTENT OF AGREEMENT.** This Agreement represents the entire Agreement between the County and Village and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed or modified except by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2023.

THE COUNTY OF WINNEBAGO, ILLINOIS

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

VILLAGE OF NEW MILFORD

Timothy H. Owens, Village President of the
Village of New Milford, Illinois

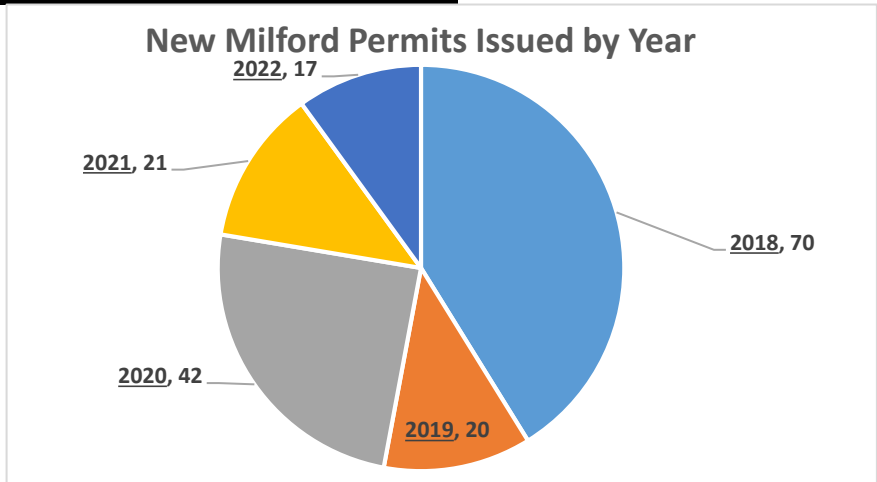
ATTEST:

Sharon K. Baumgartner, Clerk of the Village of
New Milford, Illinois

**Village of New Milford
Building Service Summary**

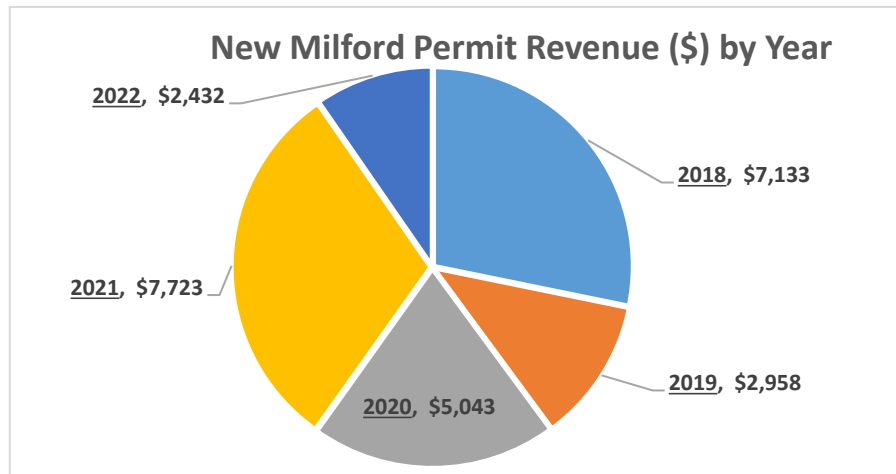
Village of New Milford (NM)				
5 YEARS	Calendar Yr Months	NM Permits Issued	Total # of Permits Issued	% of Permits in NM
2018	12	70	3,387	2.1%
2019	12	20	2,297	0.9%
2020	12	42	3,541	1.2%
2021	12	21	3,294	0.6%
2022	12	17	2,706	0.6%
		170	15,225	5.4%

2023	*7*	8	3073	0.26%
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Village of New Milford (NM)				
5 YEARS	Calendar Yr Months	NM Permit Revenue (\$)	Total Permit Revenue (\$)	% of Revenue (\$ in NM)
2018	12	\$ 7,133	\$ 677,306	1.1%
2019	12	\$ 2,958	\$ 409,802	0.7%
2020	12	\$ 5,043	\$ 605,337	0.8%
2021	12	\$ 7,723	\$ 777,074	1.0%
2022	12	\$ 2,432	\$ 790,722	0.3%
		\$ 25,289	\$ 3,260,240	0.8%

2023	*7*	\$ 1,366.00	\$ 514,113.47	0.27%
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Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
August 24, 2023

Zoning Committee.....Jim Webster, Committee Chairman

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. RESOLUTION GRANTING SITE APPROVAL OF A COMMERCIAL SOLAR ENERGY FACILITY (AKA A SOLAR FARM) ON A 47.21 +- ACRE SITE COMMONLY KNOWN AS PART OF PINS: 09-34-200-008 AND 09-34-200-010, ON N. CONGER ROAD, IN PECATONICA TOWNSHIP, ILLINOIS 61063, requested by USS Prairie Solar, LLC, Lessee, represented by Ryan Magnoni, Developer, in District 1.
ZBA Recommendation: MOTION TO APPROVE FAILED (3-3)
ZC Recommendation: *TBD*

2. RESOLUTION AUTHORIZING THE DC ESTATE WINERY (8877 STATE LINE RD, SOUTH BELOIT, IL) BE SUBJECT TO THE JURISDICTION OF THE CITY OF SOUTH BELOIT PURSUANT TO A PRE-ANNEXATION AGREEMENT
ZC Recommendation: *TBD*

3. RESOLUTION DIRECTING THE ZONING BOARD OF APPEALS TO CONDUCT A PUBLIC HEARING ON CERTAIN UNIFIED DEVELOPMENT ORDINANCE AMENDMENTS REGARDING COMMERCIAL WIND POWER GENERATING FACILITIES / WIND FARMS (AKA COMMERCIAL WIND ENERGY FACILITIES) AND SOLAR FARMS (AKA COMMERCIAL SOLAR ENERGY FACILITIES)
ZC Recommendation: *TBD*

TO BE VOTED ON:

4. RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR BUILDING INSPECTION BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND THE VILLAGE OF NEW MILFORD
ZC Recommendation: *TBD*

5. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as an official public notice*:

- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is *tentatively* scheduled for **Wednesday, October 11, 2023**, at 5:30 p.m. in Room 303 of the County Administration Building.

- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for **Wednesday, October 25, 2023**, at 5:30 p.m. in Room 303 of the County Administration Building.

**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**

**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 TO AMEND 2018 CO 092 [SECTION 50-15 OF THE
WINNEBAGO COUNTY CODE] TO REDUCE THE COVERAGE OF THE
PROHIBITION OF 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 amend the 2018 ordinance and allow specific parcels to be excluded from said ordinance; and

WHEREAS, due to the historic operations on the Acme Solvents Site¹, concentrations of certain 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, the above-described potential exceedances of Class 1 groundwater quality standards are not anticipated in the County's deeper aquifers; 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 the County of Winnebago, Illinois:

Section One. Groundwater Use Restriction Area.

¹ See, Consent Decree, U.S. v. Akzo Coatings, et al., Case No. 91-C-7131 (ND Ill) entered January 13, 1992.

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, specifically identified by PINs 16-31-400-001; 16-31-400-002; 16-31-326-004 and that certain portion of 16-31-400-003, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes Winnebago County. The IEPA and US EPA either have in place or intend to have recorded environmental restrictive covenants for the PINs listed above.

Section Two. Review by IEPA and US EPA.

The County has received all desired approvals from the Illinois EPA (IEPA) and the United States Environmental Protection Agency (US EPA) for the installation or use of groundwater as a potable water supply drawn from the Ironton-Galesville aquifer or a deeper aquifer within the property currently identified by PIN 16-31-376-012. Any and all permits, plans, and detailed specifications for potable wells proposed to be installed in the areas identified on Exhibit A as PINs 16-31-376-001, 16-31-376-004, 16-31-376-005, and 16-31-400-003 and not within the Groundwater Use Restriction Area shall be submitted to the IEPA and US EPA.

Section Three. 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 Four. 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 Five. 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 Six. 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 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.

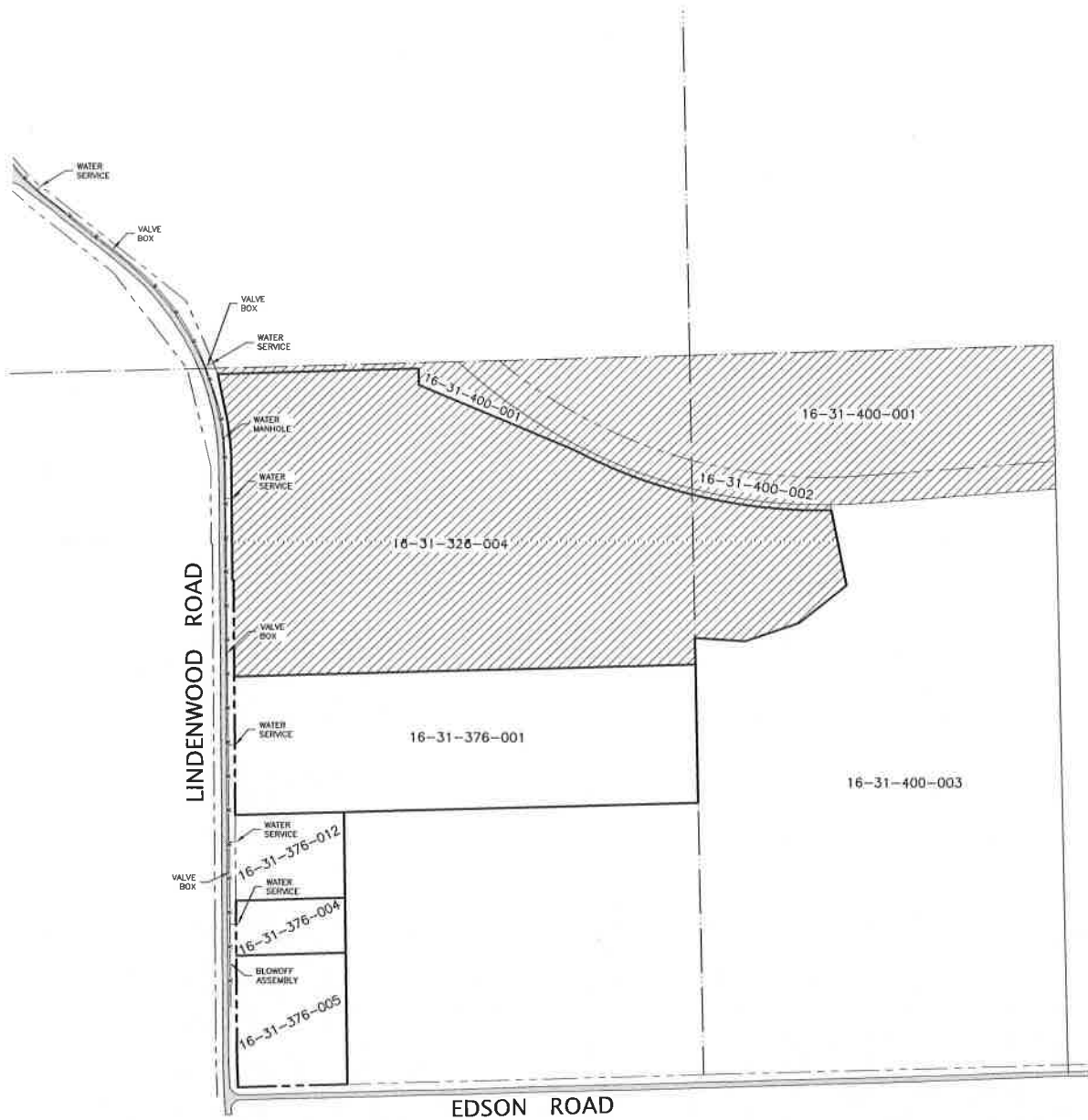
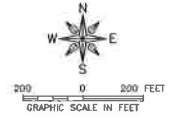
Joseph V. Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois

Attested by:

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

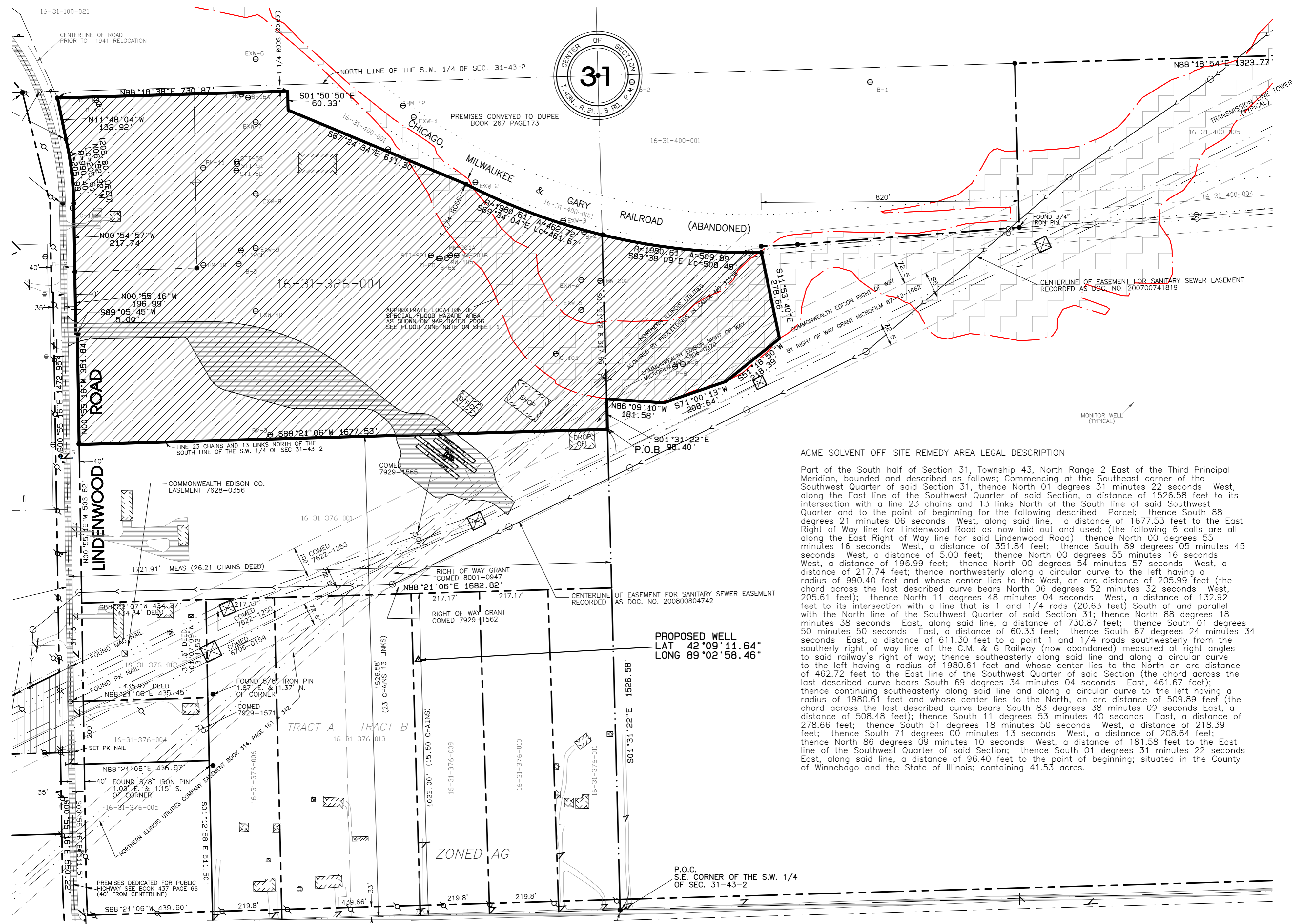
EXHIBIT

WINNEBAGO LANDFILL WATER INFRASTRUCTURE WINNEBAGO COUNTY, ILLINOIS



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FEHR GRAHAM		ILLINOIS
ENGINEERING & ENVIRONMENTAL		IOWA
<small>200 PHAROS ST. SUITE 200, ROCKFORD, IL 61107 PH: 815.384.4700</small>		WISCONSIN
WASTE CONNECTIONS		JOB NUMBER: 23-870
<small>DATE: 07/27/2023 FIELD WORK COMPLETED: NA FIELD: GRAHAM, MPE, GA/CG, MPE</small>		SHEET NUMBER: 1 of 1



ACME SOLVENT OFF-SITE REMEDY AREA LEGAL DESCRIPTION

Part of the South half of Section 31, Township 43, North Range 2 East of the Third Principal Meridian, bounded and described as follows; Commencing at the Southeast corner of the Southwest Quarter of said Section 31, thence North 01 degrees 22 seconds West, along the East line of the Southwest Quarter of said Section, a distance of 1526.58 feet to its intersection with a line 23 chains and 13 links North of the South line of said Southwest Quarter and to the point of beginning for the following described Parcel; thence South 88 degrees 21 minutes 06 seconds West, along said line, a distance of 1677.53 feet to the East Right of Way line for said Lindenwood Road) thence North 00 degrees 55 minutes 16 seconds West, a distance of 351.84 feet; thence South 89 degrees 05 minutes 45 seconds West, a distance of 5.00 feet; thence North 00 degrees 55 minutes 16 seconds West, a distance of 196.99 feet; thence North 00 degrees 54 minutes 57 seconds West, a distance of 217.74 feet; thence northwesterly along a circular curve to the left having a radius of 990.40 feet and whose center lies to the West, an arc distance of 205.99 feet (the chord across the last described curve bears North 06 degrees 52 minutes 32 seconds West, 205.61 feet); thence North 11 degrees 48 minutes 04 seconds West, a distance of 132.92 feet to its intersection with a line that is 1 and 1/4 rods (20.63 feet) South of and parallel with the North line of the Southwest Quarter of said Section 31; thence North 88 degrees 18 minutes 38 seconds East, along said line, a distance of 730.87 feet; thence South 01 degrees 50 minutes 50 seconds East, a distance of 60.33 feet; thence South 67 degrees 24 minutes 34 seconds East, a distance of 611.30 feet to a point 1 and 1/4 rods southwesterly from the southerly right of way line of the C.M. & G Railway (now abandoned) measured at right angles to said railway's right of way; thence southeasterly along said line and along a circular curve to the left having a radius of 1980.61 feet and whose center lies to the North an arc distance of 462.72 feet to the East line of the Southwest Quarter of said Section (the chord across the last described curve bears South 69 degrees 34 minutes 04 seconds East, 461.67 feet); thence continuing southeasterly along said line and along a circular curve to the left having a radius of 1980.61 feet and whose center lies to the North, an arc distance of 509.89 feet (the chord across the last described curve bears South 83 degrees 38 minutes 09 seconds East, a distance of 508.48 feet); thence South 11 degrees 53 minutes 40 seconds East, a distance of 278.66 feet; thence South 51 degrees 18 minutes 50 seconds West, a distance of 218.39 feet; thence South 71 degrees 00 minutes 13 seconds West, a distance of 208.64 feet; thence North 86 degrees 09 minutes 10 seconds West, a distance of 181.58 feet to the East line of the Southwest Quarter of said Section; thence South 01 degrees 31 minutes 22 seconds East, along said line, a distance of 96.40 feet to the point of beginning; situated in the County of Winnebago and the State of Illinois; containing 41.53 acres.

PROPOSED WELL
 LAT 42°09'11.64"
 LONG 89°02'58.46"

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL
 ILLINOIS DESIGN FIRM NO. 184-003525 - ROCKFORD, ILLINOIS - 815.394.4700

ILLINOIS
 IOWA
 WISCONSIN

DRAWN BY: DLK
 APPROVED BY:
 DATE: 8-12-19
 SCALE: 1" = 200'

DRAWING: REVISED
ACME SOLVENT OFF-SITE REMEDY AREA
 Mon Jun 26 09:13:55 2023
 S:\TM\2015\15-431\WLF\15-431_Boundary.pro

JOB NUMBER:
 15-431
 ACME
 SHEET NUMBER:
 Sheet 1 OF 1

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.

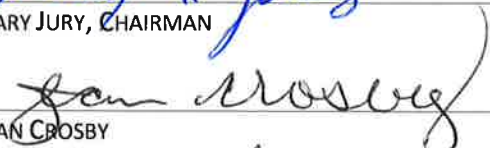
Respectfully Submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

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.

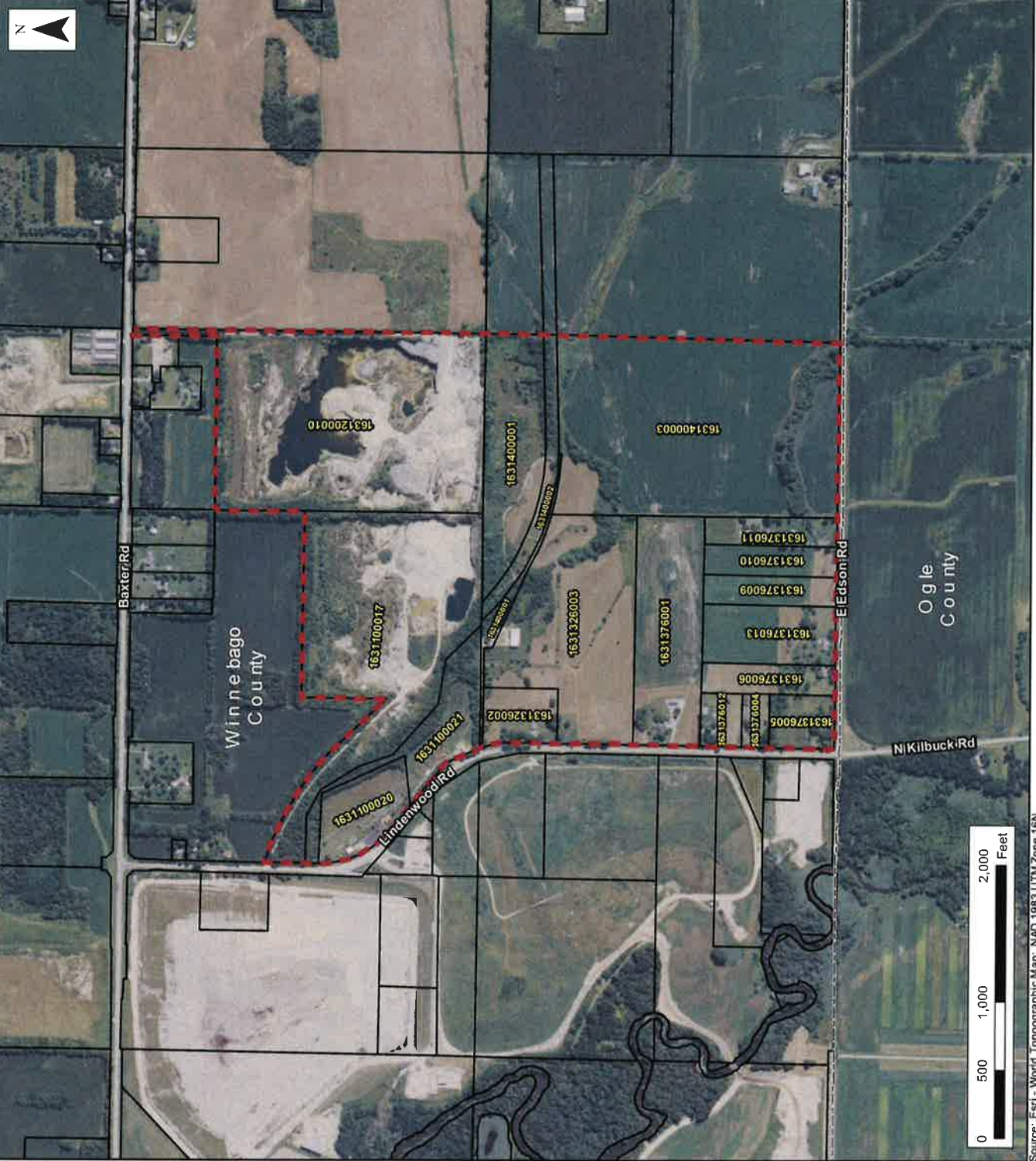

FRANK HANEY
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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. 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 Voice Vote	18			2	

**PUBLIC WORKS
COMMITTEE**



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, August 15, 2023

Resolution Title:

(23-029) Resolution Authorizing an Agreement between the County of Winnebago and the City of Rockford for Repairs at the Riverside Boulevard and Central Avenue Intersection

County Code: PWC Resolution #23-029

Board Meeting Date: Thursday, August 24, 2023

Budget Information:

Was item budgeted?	yes	Appropriation Amount: \$ 100,000
If not, explain funding source:		
ORG/OBJ/Project Code:	463-46330	Budget Impact: \$ 100,000

Background Information:

The Highway department had planned to do repairs consisting of asphalt resurfacing and traffic signal modification at the intersection of Riverside Blvd with Central Ave/Owen Center Rd. The east leg is under the jurisdiction of the City and the other 3 are under the County's. The City will pay for 25% of the cost. The traffic signals modifications includes switching from detector loops to video detection.

Recommendation:

Staff recommends approval.

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office.

Follow-Up:

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

23-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE COUNTY OF
WINNEBAGO AND THE CITY OF ROCKFORD
FOR PAVEMENT REPAIRS AT THE
RIVERSIDE BOULEVARD AND CENTRAL AVENUE INTERSECTION**

WHEREAS, the County and City are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS § 220/1, et seq., and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS § 220/1, et seq., authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the County and City additionally are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the County and the City desire to enter into an agreement to perform pavement and traffic signal repairs at the intersection of Riverside Boulevard and Owen Center Road (north leg) and Central Avenue (south leg) as part of the County's HMA patching program; and

WHEREAS, the west leg of Riverside Boulevard, the north leg of Owen Center Road and the south leg of Central Avenue are all under the jurisdiction of the County; and

WHEREAS, the east leg of Riverside Boulevard is under the jurisdiction of the City; and

WHEREAS, the attached agreement identifies the scope of the improvements and the sharing of costs to make the pavement repairs and signal repairs at the intersection of Riverside Boulevard and Central Avenue/Owen Center Road; and

WHEREAS, it would be in the public interest to enter into the attached Agreement.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Agreement in substantially the form attached hereto.

BE IT FURTHER RESOLVED that the Agreement entered into shall not become effective and binding unless and until both parties have executed the same.

BE IT FURTHER RESOLVED that the Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

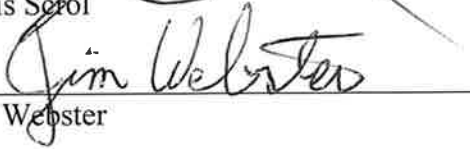
Angela Fellars

Angela Fellars



Chris Scrol

Chris Scrol



Jim Webster

Jim Webster

John Penney

John Penney

John Guevara

John Guevara



Kevin McCarthy

Kevin McCarthy

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

Joseph 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

**AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO
AND THE CITY OF ROCKFORD
FOR REPAIRS AT THE RIVERSIDE BOULEVARD / CENTRAL AVENUE
INTERSECTION**

THIS INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into this ___ day of _____, 2023 by and between the County of Winnebago, a body corporate and politic of the State of Illinois, (hereinafter referred to as “COUNTY”), and the City of Rockford, an Illinois body politic, (hereinafter referred to as “CITY”).

R E C I T A L S

WHEREAS, the County and the City are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS § 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS § 220/1, *et seq.*, authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the City and the County additionally are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

I. PURPOSE AND OBJECTIVES

- A. To facilitate pavement repairs and traffic signal repairs at the intersection of Riverside Boulevard, of which the west leg is under the jurisdiction of the COUNTY and the east leg is under the jurisdiction of the CITY, and Owen Center Road (north leg), a County Highway, and Central Avenue (south leg), also a County Highway, as part of the County’s 2023 HMA patching program; and
- B. To appropriate respective obligations of the parties to this Agreement for the above described roadway repairs.

II. TERMS OF THE AGREEMENT

- A. The COUNTY agrees:
 - 1. To design, request competitive bids, construct, and to obtain all funding necessary for pavement repairs and traffic signal repairs at the intersection of Riverside Boulevard and Owen Center Road (north leg) / Central Avenue (south leg); and

2. To provide construction engineering monitoring and final approval of all work and documentation upon the satisfactory completion of pavement repairs and traffic signal repairs at the intersection of Riverside Boulevard and Owen Center Road (north leg) / Central Avenue (south leg); and
3. To invoice the CITY for the actual final costs, based on final measured quantities, associated with the pavement repairs and traffic signal repairs estimated at \$26,644.56 as shown in exhibit A.

B. The CITY agrees: to pay the COUNTY the actual final cost, including engineering and construction, of the pavement repairs and traffic signal repairs associated with the intersection of Riverside Boulevard and Owen Center Road (north leg) and Central Avenue (south leg) at an estimated cost of \$26,644.56

III. EFFECTIVE DATE. This Agreement shall commence on the date of execution by all parties.

IV. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

V. EXTENT OF AGREEMENT. This Agreement represents the entire Agreement between Winnebago County and the City of Rockford and supersedes all prior negotiations, agreements and representations, either written or oral. None of the provisions of this Agreement may be waived, changed or modified except by an instrument, in writing, duly executed by all parties hereto.

COUNTY OF WINNEBAGO, IL

CITY OF ROCKFORD, IL

By: _____
 Joseph Chiarelli, Chairman of
 The County Board of the
 County of Winnebago, Illinois

By: _____
 Thomas P. McNamara,
 Mayor
 City of Rockford, Illinois

Date: _____

Date: _____

ATTEST:

ATTEST

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

 Legal Director and Ex Officio Keeper
 of Records and Seal, Rockford Illinois

Illinois Department of Transportation

Schedule of Prices
Route: Various
County: Winnebago
Section: 23-000000-02-GM

EXHIBIT A

RIVERSIDE BOULEVARD INTERSECTION WITH CENTRAL AVENUE/OWEN CENTER ROAD COST BREAKDOWN

14-Jul-23

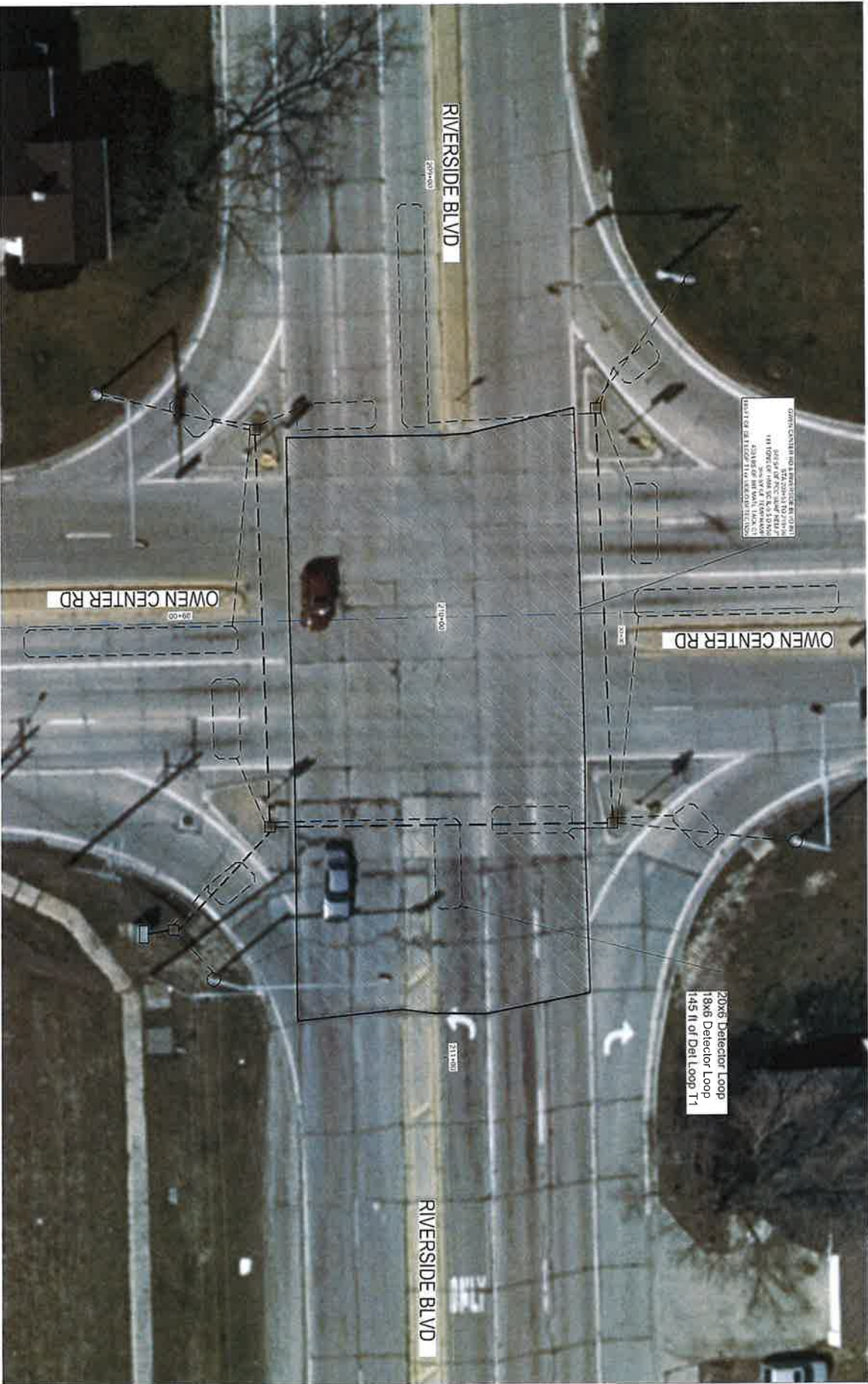
BASE BID		ITEMS	UNIT	QUANTITY	ESTIMATED UNIT PRICE	EST. COST
ITEM NO.	PAY CODE NUMBER					
1	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	450.8	\$0.05	\$22.54
2	40600990	TEMPORARY RAMP	SQ YD	127.2	\$35.00	\$4,452.00
3	40604160	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	115.0	\$150.00	\$17,250.00
4	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	34.7	\$10.00	\$347.00
5	Z0038121	PORTLAND CEMENT CONCRETE SURFACE REMOVAL 2"	SQ YD	967.1	\$12.00	\$11,605.20
6	67100100	MOBILIZATION	LSUM	1.0	\$20,000.00	\$20,000.00
7	70103700	TRAFFIC CONTROL COMPLETE	LSUM	1.0	\$10,000.00	\$10,000.00
8	89502200	MODIFY EXISTING CONTROLLER *	LS	1.00	\$3,000.00	\$3,000.00
9	Z0033072	VIDEO VEHICLE DETECTION SYSTEM (all 4 legs of intersection) *	EA	4.00	\$6,500.00	\$26,000.00
Estimated Construction Costs						\$92,676.74
			Estimated Share of Construction Costs - County (75%)			\$69,507.56
			Engineering (Design, Construction) & Materials Testing (15% of construction costs) - County			\$10,426.13
Estimated Total Cost - County						\$79,933.69
			Estimated Share of Construction Costs - City (25%)			\$23,169.19
			Engineering (Design, Construction) & Materials Testing (15% of City construction costs) - City			\$3,475.38
Total Estimated Cost - City of Rockford						\$26,644.56

NOTES: Video detection by contractor for all 4 legs of intersection used for estimated costs shown above. The county will solicit an alternate bid for detector loop for East leg of the intersection only, which would be 100% a City cost (see bid alternates below).

Estimated costs shown above. Final costs will be based on final measured quantities and bid unit prices.

BID ALTERNATE 1		ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
ITEM NO.	PAY CODE NUMBER					
1	88600100	DETECTOR LOOP TYPE 1 (only East leg of intersection)	FT	145.00	\$35.00	\$5,075.00
BID ALTERNATE 2						\$5,075.00

BID ALTERNATE 2		ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
ITEM NO.	PAY CODE NUMBER					
1	89502200	MODIFY EXISTING CONTROLLER	LS	1.00	\$3,000.00	\$3,000.00
2	Z0033072	VIDEO VEHICLE DETECTION SYSTEM (all 4 legs of intersection)	LA	4.00	\$6,500.00	\$26,000.00
BID ALTERNATE 2						\$29,000.00



OWEN CENTER RD. DETECTOR LOOP
 STATION 11 TO 11+00
 18X8 DETECTOR LOOP
 145 FT OF DET LOOP T1

200x8 Detector Loop
 18X8 Detector Loop
 145 FT of Det Loop T1



ROUTE 13 SECTION 25.0000-02-04 SHEET 4 OF 8
 Plan Sheet - Owen Center Rd. & Riverside Blvd.

PLAN (Riverside Blvd)



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, August 15, 2023

Resolution Title:

(23-030) Resolution Authorizing an Intergovernmental Grant Agreement with the State of Illinois, Illinois Emergency Management Agency for Flood Mitigation on Winnebago Road (CH 16)

County Code: PWC Resolution #23-030

Board Meeting Date: Thursday, August 24, 2023

Budget Information:

Was item budgeted?	yes (FY2024)	Appropriation Amount:	\$ 500,000
If not, explain funding source:			
ORG/OBJ/Project Code:	461-46330	Budget Impact:	\$ 125,000

Background Information: The Highway Department received a \$375,000 grant from the State through the Illinois Emergency Management Agency, for flood mitigation on Winnebago Road just South of IL Rte 70. This is a 75/25 grant to be reimbursed to the County after a construction contract is allocated.

Recommendation: Staff recommends approval of the agreement to be able to receive the \$375,000 grant.

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office.

Follow-Up: Agreement will be sent to IEMA for final execution

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

23-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING AN
INTERGOVERNMENTAL GRANT AGREEMENT WITH THE STATE OF ILLINOIS,
ILLINOIS EMERGENCY MANAGEMENT AGENCY FOR
FLOOD MITIGATION ON WINNEBAGO ROAD (CH 16)**

WHEREAS the County has received \$375,000.00 in grant funds from the State of Illinois, through the Illinois Emergency Management Agency to provide for flood mitigation on Winnebago Road just South of IL Rte. 70, to allow for the proper and continuous traffic on County Highway 16 during a 100-year flood event; and

WHEREAS it would be in the public interest to enter into the attached Intergovernmental Grant Agreement with the State of Illinois, Illinois Emergency Management Agency (the "GRANT") to receive \$375,000.00 in grant funds for flood mitigation.

NOW THEREFORE BE IT RESOLVED that the County Board Chairman is authorized to execute on behalf of the County of Winnebago an "Intergovernmental Grant Agreement with the State of Illinois, Illinois Emergency Management Agency" for flood mitigation on Winnebago Road just South of IL Rte. 70, in substantially the same form as attached hereto; and

BE IT FURTHER RESOLVED that the GRANT and AGREEMENT entered into shall not become effective and binding unless and until the respective parties have executed them; and

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption; and

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, Auditor and Winnebago County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Chris Scrol

Jim Webster

John Penney

John Guevara

Kevin McCarthy

Angela Fellars

Chris Scrol

Jim Webster

John Penney

John Guevara

Kevin McCarthy

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

Joseph 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

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]



**INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
County of Winnebago, IL**

The Illinois Emergency Management Agency (Grantor), with its principal office at 1035 Outer Park Drive, Springfield, Illinois 62704, and County of Winnebago (Grantee), with its principal office at 424 N. Springfield Avenue, Rockford, IL 61101- 5041, hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 010243822 is Grantee's correct DUNS number, that SBEVXUKXKGK3 is Grantee's correct UEI, if applicable, that 366006681 is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.

1.2. Amount of Agreement. **The total amount of grant funds received by Grantee pursuant to this agreement shall not exceed \$ 500,000.00** Grantee shall receive Grant Funds in the amount of \$375,000, of which \$375,000 are federal funds. (IEMA's share not to exceed \$375,000). Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement. Grantee is required to match these funds on a cost-sharing basis of not more than 75 percent Federal and at least 25 percent non-Federal contributions. Grantee is required to provide and/or secure the full non-Federal share for mitigation activities with eligible expenses as outlined in Exhibit C. **As part of this award, the Grantee is receiving \$0.00 in Sub-Recipient Management Costs. All Sub-Recipient Management Costs are 100% federally funded and require no non-Federal contribution match as outlined in Exhibit C.**

1.3. Identification Numbers. The Federal Award Identification number (FAIN) is EMC-2020-BR-160, the federal awarding agency is FEMA and the Federal Award date is December 4, 2022. The Catalog of Federal Domestic Assistance (CFDA) Name is Hazard Mitigation Grant Program (HMGP) and Number is 97.047. The Catalog of State Financial Assistance (CSFA) Number is 588-40-0451.

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1.4. **Term.** This Agreement shall be effective on 12/21/2021 and shall expire on 12/20/2026, unless terminated pursuant to this Agreement.

1.5. **Certification.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Emergency Management Agency

County of Winnebago, IL

By: _____
Alicia Tate-Nadeau, Director

By: _____

Date: _____

Date: _____

By: _____
Signature of Designee

By: _____
Signature of Designee

Printed Name: _____

Printed Name: Joseph V. Chiarelli

Printed Title: _____

Printed Title: Board Chairman, Winnebago County

By: _____
Karl V. Pound, Chief Financial Officer

Date: _____

By: _____
Signature of Designee

Printed Name: Karl V. Pound

Printed Title: Chief Financial Officer

By: _____
Johnathan England, Staff Attorney

Date: _____

By: _____
Signature of Designee

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**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in

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and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. **Definitions.** Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

“Grant” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base.

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If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE IV
PAYMENT**

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the

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case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

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By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is

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prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost

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overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. **Higher Education Cost Principles.** The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Nonprofit Organizations Cost Principles.** The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. **Government Cost Principles.** The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and

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method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII
REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations

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of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

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(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

**ARTICLE IX
CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

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**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. **Federal Form LLL.** If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to

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lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

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**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in PART TWO or PART THREE, unless additional information regarding required financial reports is set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE, which must be

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no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. **Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.210.

**ARTICLE XV
AUDIT REQUIREMENTS**

15.1. **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. **Consolidated Year-End Financial Reports (CYEFR).** All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. **Entities That Are Not "For-Profit".**

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and

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other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

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(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. **Delinquent Reports.** When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. **Termination.**

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed

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prior to the date of termination.

16.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

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**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. **Liability as Guaranty.** Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. **Failure to Provide Notification.** To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. **Notice of Impact.** Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. **Circumstances Affecting Performance; Notice.** In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. **Effect of Failure to Provide Notice.** Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

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**ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. **Effect of Reorganization.** Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. **Copies upon Request.** Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

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**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]

materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]

entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, **PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]

26.10. **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. **Compliance with Freedom of Information Act.** Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. **Precedence.**

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

26.13. **Illinois Grant Funds Recovery Act.** In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. **Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. **Attorney Fees and Costs.** Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. **Continuing Responsibilities.** The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]

XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]

EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded a grant, **FEMA-EMC-2020-BR-160**, from the Federal Emergency Management Agency (FEMA) in accordance with the . As authorized by Section 404 of the Stafford Act, 42 U.S.C., the key purpose of funding a hazard mitigation planning program is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. These funds are also designed to assist States, territories, federally-recognized tribes, and local communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events. The purpose of this grant is to reimburse Grantee for costs to complete the Village of Harwood Heights submitted under HMGP-4489-DR-IL Sub Application Number **EMC-2020-BR-160-0026- Winnebago Road Infrastructure Improvements.**

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the approved scope of work in the HMGP DR 4489-40-approved Sub Application.

Project Description:

The 1000 foot section of Winnebago Road leading to the intersection of Winnebago Road and Highway 70 needs to be raised approximately 1 foot in order to allow for proper and continuous traffic flow on this County Road during 100 year flood events. The entire roadway will be pulverized, additional stone and fill material will be brought in to raise the roadbed and a new asphalt surface will be constructed above the 100 year flood elevation of 736. An equalization culvert will also be installed allowing floodwaters to flow freely under the roadway keeping it open to traffic during flooding events.

This section of Winnebago Road has at least an 80 foot Right-of-Way and will the roadway to be elevated and properly constructed above the 100 year flood elevation. There is also a preexisting equalization cross culvert located along this corridor that will simply be extended as part of this project.

The Winnebago County Highway Department (WCHD) will manage this mitigation activity. WCHD will complete Phase I Engineering, Phase II Engineering and Phase III Construction Inspection for this mitigation activity. WCHD will utilize a Contractor to complete Phase III Construction for this mitigation activity.

The Winnebago Road Infrastructure Improvements project will address flooding related hazards for this section of roadway and greatly improve local resident's access IL Hwy 70 and the surrounding areas. It will also greatly improve police, fire and EMS response times during a flood event that would otherwise close this section of Winnebago Road. Flooding was rated as the 4th highest risk in Winnebago County's 2019 Multi-Hazard Mitigation Plan (MHMP) Update. Other hazards listed in the 2019 MHMP Update include: thunderstorm, tornado, hazardous material storage and transportation, winter storm, drought & extreme heat, dam & levee failure, earthquake, and groundwater shortage. These hazards are not addressed by this infrastructure project

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]**EXHIBIT C****PAYMENT**

Grantee shall receive approximately **\$375,000** and a Sub Recipient Management Cost of approximately **\$0.00** under this Agreement.

Item	Budget Line Description	Total Cost	Federal Share	Local Share
Road Infrastructure Project	Project Cost	\$500,000	\$375,000	\$125,000
	Project Management Cost	\$0.00	\$0.00	
	Total Project Cost	\$500,000	\$375,000	\$125,000

Table 1 - County of Winnebago BRIC 20-Road Infrastructure Project		
Item	Budget Line Description	FEMA Approved
1	Phase I Engineering (5%)	\$22,000.00
2	Contingency (20%)	\$73,000.00
3	Phase II Engineering (5%)	\$22,000.00
4	Pipe Culverts, Class A, Type 2, 21"	\$2,400.00
5	Mobilization	\$8,500.00
6	Remove and Relocate End Sections	\$950.00
7	Construction Engineering & Inspection (5%)	\$22,000.00
8	Hot-Mix-Asphalt Surface Removal, 4"	\$16,200.00
10	Granular Embankment, Special	\$14,850.00
11	Hot-Mix Asphalt Pavement (Full-Depth), 10"	\$156,600.00
12	Grading and Shaping Shoulders, Special	\$30,000.00
13	Traffic Control & Protection, Special	\$10,000.00
14	Aggregate Base Course, Type B, 6"	\$37,800.00
15	Hot-Mix-Asphalt Shoulders, 8"	\$62,100.00
16	Aggregate Base Course, Type B, 8"	\$21,600.00
	Total Project Cost	\$500,000.00
	Federal Share	\$375,000.00
	Non-Federal Share [Local Share]	\$125,000.00

The Grantee shall submit a signed request for payment/reimbursement form and a copy of the related receipts or invoices that verify expenditures for eligible grant funds to the Grantor for review by mail, or fax to the following addresses or fax number:

IEMA
 Attention: State Hazard Mitigation Officer
 1035 Outer Park Drive
 Springfield, IL 62704
 Fax: (217)782-8753

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

GRANTEE CONTACT

Name: Sam Al-Basha

Name: Sean Von Bergen

Title: State Hazard Mitigation Officer

Title: Civil Engineer

Address: 1035 Outer Park Drive, Springfield, IL, 62704

Address: 424 Springfield Ave., Rockford, IL 61101-5041

Phone: 217-785-9942

Phone: 815-319-4034

TTY#: _____

TTY #: _____

Fax#: 217-785-8753

Fax #: _____

E-mail Address: sam.m.al-basha@illinois.gov

E-mail Address: svonbergen@wincoil.us

Additional Information: _____

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]

EXHIBIT E

PERFORMANCE MEASURES

The Grantee shall submit quarterly status reports to the State Hazard Mitigation Officer (SHMO) within fifteen days following the end of the quarter (January 15, April 15, July 15, and October 15). Said report will include the status of the project, work completed toward the milestones described in Exhibit B, the anticipated project completion date, and financial information.

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]

EXHIBIT F

PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]

EXHIBIT G

STATE AGENCY CONTRACTS

N/A

Agreement No. FEMA-4489-DR-IL [HMGP.40-Floodwall Project (Phase I)]

EXHIBIT H

SPECIFIC CONDITIONS

1. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
2. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements.
3. The Grantor and FEMA retain statutory rights to use and to authorize others to use the Grantee's plan document
4. The Grantee will begin the project work within 30 days of the execution of the Agreement and complete all items of work within the term of the agreement unless an amendment is executed in accordance with Paragraph 26.5.
5. **The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) and that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.**

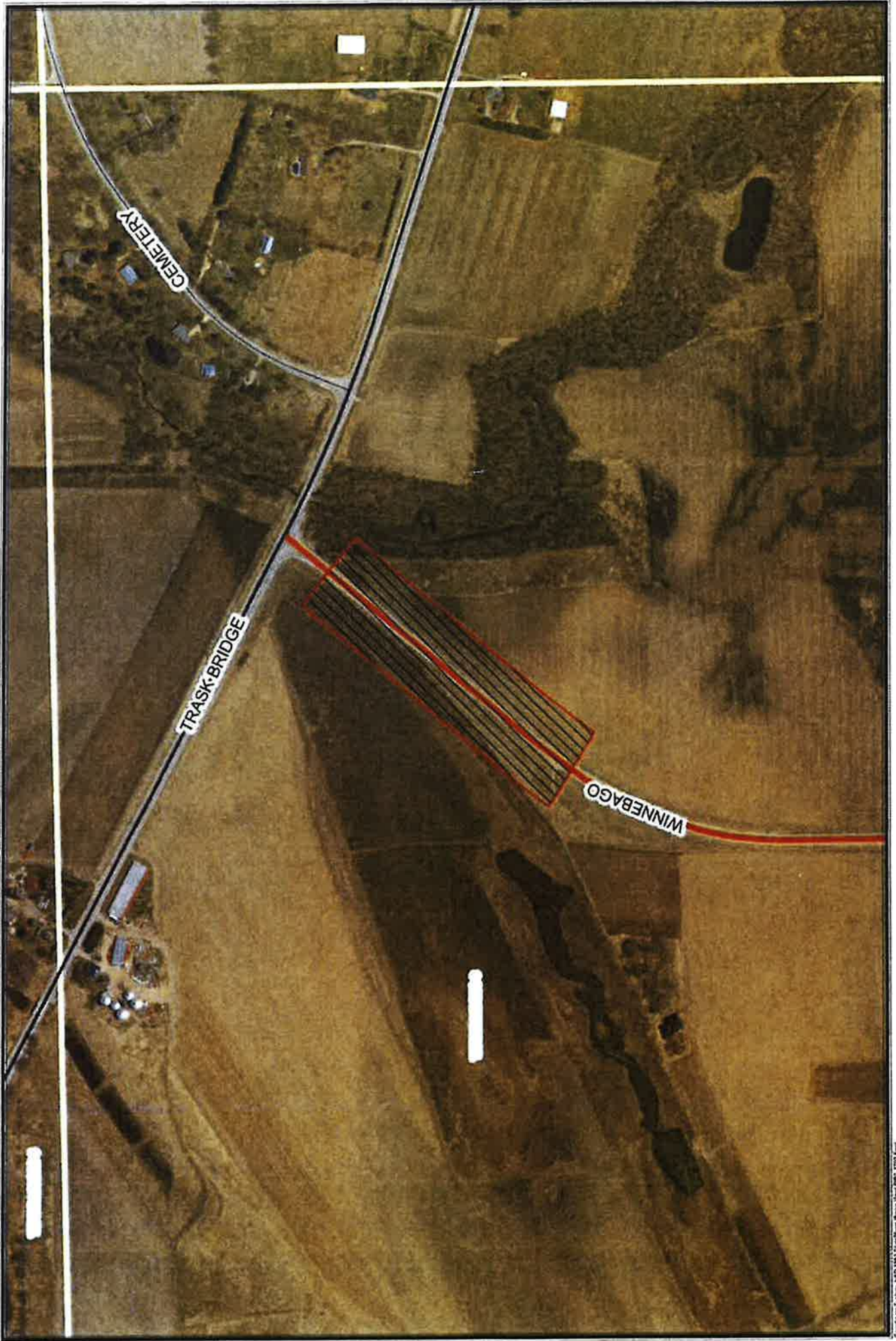
Audit (2 CFR 200.501)

Problem for Clarification/Resolution: The grantee indicated a weakness in regard to the organization's management and audit history. Best practice warrants that an organization have regular audits conducted in accordance with the appropriate regulatory standards. Weaknesses and deficiencies that are discovered should be remedied in a timely manner or with a corrective action plan.

How to Resolve: The grantee should review their management and audit policies. The organization should have annual audits performed and a written process for correcting audit findings.

Timeframe: The grantee must ensure the that proper policies and procedures are in place for audits within 1 year, or prior to the next financial review.

WINNEBAGO COUNTY HIGHWAY DEPARTMENT
PROJECT LOCATION MAP: WINNEBAGO ROAD



Coordinate System: NAD 1983 StatePlane Illinois North FIPS 1202 Feet
County: Winnebago
Center: North America 102
False Easting: 2,000,000.000
Central Meridian: 90.000
Scale Factor: 0.999
Datum: North America
Units: Feet US





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, August 15, 2023

Resolution Title:

(23-031) Resolution Authorizing an Intergovernmental Cooperation Agreement between the County of Winnebago and the City of Rockford for The Jurisdictional Transfer of Linden Road (CH 82) East of Alpine Road

County Code: PWC Resolution #23-031

Board Meeting Date: Thursday, August 24, 2023

Budget Information:

Was item budgeted?	Yes (FY 2024)	Appropriation Amount: \$500,000
If not, explain funding source:		
ORG/OBJ/Project Code: 461/463 46330		Budget Impact: \$500,000

Background Information:

The Highway Department has planned to do improvements to the ¼ mile section of Linden Road under the County's jurisdiction. After the improvements, the City of Rockford has agreed to accept the jurisdictional transfer of this section of County Road.

Recommendation:

Staff recommends approval. The County only has this ¼ mile section of road in that area and it would be a public benefit to proceed with the jurisdictional transfer.

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office.

Follow-Up: The formal jurisdictional transfer will be brought for final approval after the improvements are completed in 2024. The State also has to approve the final JT.

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

23-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL COOPERATION
AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND THE CITY OF
ROCKFORD FOR THE JURISDICTIONAL TRANSFER OF
LINDEN ROAD (CH-82) EAST OF ALPINE ROAD**

WHEREAS, the County of Winnebago, Illinois (“COUNTY”) and the City of Rockford, Illinois (“CITY”) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS § 220/1, et seq., and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS § 220/1, et seq., authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the COUNTY and CITY additionally are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the County of Winnebago presently has under its jurisdiction Linden Road (County Highway 82 east of Alpine Road; and

WHEREAS, the County of Winnebago and the City of Rockford have agreed to the jurisdictional transfer of Linden Road (CH 82), from the COUNTY to the CITY, starting on Alpine Road easterly approximately 2,531 feet; and

WHEREAS, it is in the public interest to enter into the attached Intergovernmental Agreement with the City of Rockford to accomplish the purposes and objectives set forth therein.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago, an Intergovernmental Cooperation Agreement with the City of Rockford for the jurisdictional transfer, from the COUNTY to the CITY, of Linden Road (CH 82) starting on Alpine Road easterly approximately 2,531 feet.

BE IT FURTHER RESOLVED, that the Agreement entered into shall not become effective and binding unless and until all parties have executed the same.

BE IT FURTHER RESOLVED that the Resolution shall be in full force and effect immediately upon its adoption; and

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

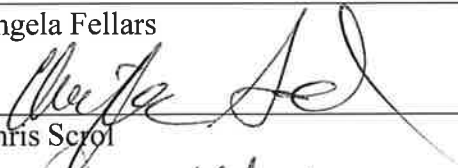
DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman


Angela Fellars



Chris Scrol

Angela Fellars

Chris Scrol



Jim Webster

Jim Webster

John Penney

John Penney

John Guevara



Kevin McCarthy

John Guevara

Kevin McCarthy

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

Joseph 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

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF
WINNEBAGO AND THE CITY OF ROCKFORD FOR THE
JURISDICTIONAL TRANSFER OF LINDEN ROAD (CH 82)
EAST OF ALPINE ROAD**

THIS AGREEMENT (AGREEMENT) is entered into this ___ day of _____, 2023, by and between the CITY OF ROCKFORD, an Illinois municipal corporation (CITY), and the COUNTY OF WINNEBAGO, an Illinois Body Politic (COUNTY). The CITY and the COUNTY are sometimes collectively referred to herein as the "PARTIES."

RECITALS

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS § 220/1, et seq., and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS § 220/1, et seq., authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the CITY and the COUNTY additionally are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the PARTIES agree that:

I. PURPOSE AND OBJECTIVES. The purpose of this agreement is to provide for the jurisdictional transfer of the following road:

- Linden Road from Alpine Road easterly for approximately 2,531 feet to the east line of Section 8, Township 43 North, Range 2 E of the 3rd Principal Meridian from the COUNTY to the CITY (IMPROVEMENT).
- To construct an eastbound left turn lane on Linden Road to the proposed industrial development on parcel # 16-08-276-013, a westbound left turn lane on Linden Road to the main entrance to the Great Oaks Apartments; and to resurface Linden Road from Alpine to the east line of said Section 8 (see exhibit A).

II. TERMS OF AGREEMENT

A. The COUNTY agrees:

1. To design and prepare all plans and specifications for the construction of left turn lanes and resurfacing and all other related improvements to be constructed on Linden Road east of Alpine Road as described above.

2. To receive bids, award a contract and provide construction management to insure that the IMPROVEMENT is constructed in accordance with the plans and specifications.
3. Prior to bidding, plans and specifications will be forwarded to the City for their review and approval.
4. To pay all costs associated with designing and constructing the IMPROVEMENT.
5. To pass a resolution providing for the transfer of the IMPROVEMENT from the COUNTY to the CITY.

B. The CITY agrees:

1. To pass a resolution providing for the acceptance of the jurisdictional transfer of Linden Road, from Alpine Road easterly for approximately 2,531 feet (IMPROVEMENT) from and the COUNTY to the CITY and accepting all future maintenance of the IMPROVEMENT.

C. It is mutually agreed that:

Both the COUNTY and the CITY will approve the *Local Agency Agreement of Jurisdictional Transfer (BLR 05212)* for the IMPROVEMENT and submit the signed agreement to the Illinois Department of Transportation (IDOT) for approval.

III. EFFECTIVE DATE.

This Agreement shall commence on the date of execution by all parties hereto.

IV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding up and inure to the benefit of the parties hereto and their respective successors and assigns.

- V. EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated Agreement between the CITY and the COUNTY, and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement maybe waived, changed, or modified except by an instrument in writing signed by all parties hereto.

COUNTY OF WINNEBAGO, IL

CITY OF ROCKFORD, IL

By: _____
Joseph Chiarelli, Chairman of the
County Board
County of Winnebago, Illinois

By: _____
Thomas P. McNamara, Mayor
City of Rockford, Illinois

DATE: _____

DATE: _____

ATTEST:

ATTEST:

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

Legal Director and Ex Officio Keeper
of Records and Seal, Rockford, Illinois

WINNEBAGO COUNTY HIGHWAY DEPARTMENT

Exhibit A: Linden Road Jurisdictional Transfer



Revised: 12/6/2022

Winnebago County Highway Department



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, August 15, 2023

Resolution Title:

(23-032 Resolution Authorizing the Execution of a Development Agreement Between the County of Winnebago and Rockford (Linden Road) DG LLC for Improvements to Linden Road (CH 82))

County Code: PWC Resolution #23-032

Board Meeting Date: Thursday, August 24, 2023

Budget Information:

Was item budgeted?	Yes FY 2024	Appropriation Amount: \$500,000
If not, explain funding source:		
ORG/OBJ/Project Code: 461-46330 / 463-46330 Budget Impact: \$80,000		

Background Information: The highway department has plans to improve Linden Road East of Alpine Roan in 2024. A Dollar General store is being proposed on the South side of Linden Rd. Per the County's access ordinance, improvements are required including a left turn lane. As part of this agreement, the turn lane will be included in the County's project and the developer will contribute \$80,000 as part of their access permit.

Recommendation: Approval is recommended by staff.

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office.

Follow-Up: The Highway department will invoice the developer after county board approval. Payment of this invoice is part of the access permit.

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

23-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND
ROCKFORD (LINDEN RD) DG LLC FOR
IMPROVEMENTS TO LINDEN ROAD (CH 82)
(SECTION 22-00715-00-JT)**

WHEREAS, Rockford (Linden Rd) DG LLC (DEVELOPER) is constructing a Dollar General retail store on the South side of Linden Road east of Alpine Road; and

WHEREAS, certain roadway improvements are required on Linden Road east of Alpine Road to provide access to the new Dollar General; and

WHEREAS, Linden Road from Alpine Road east for a distance of some 2531 feet is under the jurisdiction of the COUNTY and the County has planned for improvements to this section of road in FY 2024; and

WHEREAS, the DEVELOPER desires to share in the cost of improvements on Linden Road east of Alpine Road as part of their access requirements; and

WHEREAS it would be in the public interest to enter into the attached Development Agreement with Rockford (Linden Rd) DG LLC to share in the cost of roadway improvements on Linden Road east of Alpine Road.

NOW THEREFORE BE IT RESOLVED that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a Development Agreement with Rockford (Linden Rd) DG LLC to share in the cost of roadway improvements on Linden Road east of Alpine Road, form substantially as attached hereto; and

BE IT FURTHER RESOLVED that the GRANT and AGREEMENT entered into shall not become effective and binding unless and until the respective parties have executed them; and

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption; and

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, Auditor and Winnebago County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

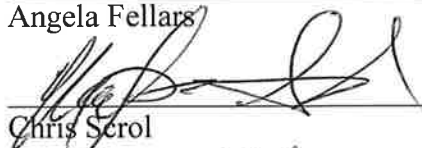


Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars


Chris Scrol

Chris Scrol


Jim Webster

Jim Webster

John Penney

John Penney

John Guevara

John Guevara


Kevin McCarthy

Kevin McCarthy

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

Joseph 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

**DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND
ROCKFORD (LINDEN RD) DG LLC FOR
IMPROVEMENTS TO LINDEN ROAD (CH 82) EAST OF ALPINE ROAD**

THIS AGREEMENT (AGREEMENT) is entered into this ___ day of August 2023, by and between the Rockford (Linden Rd) DG LLC (DEVELOPER), and the COUNTY OF WINNEBAGO, an Illinois Body Politic (COUNTY). The DEVELOPER and the COUNTY are sometimes collectively referred to herein as the "PARTIES."

RECITALS

WHEREAS, the DEVELOPER is constructing a Dollar General retail store on the South side of Linden Road east of Alpine Road; and

WHEREAS, certain roadway improvements are required on Linden Road east of Alpine Road to provide access to the new Dollar General; and

WHEREAS, Linden Road from Alpine Road east for a distance of some 2531 feet is under the jurisdiction of the COUNTY and the County has planned for improvements to this section of road in FY 2024; and

WHEREAS, the DEVELOPER desires to share in the cost of improvements on Linden Road east of Alpine Road as part of their access requirements; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the PARTIES agree that:

PURPOSE AND OBJECTIVES. The purpose of this agreement is to provide for roadway improvements on Linden Road from Alpine Road east to the jurisdiction of Cherry Valley Township for a distance of 2531 feet to the east line of Section 8, Township 43 North, Range 2 E of the 3rd Principal Meridian said improvements consisting of some turn lanes and resurfacing.

I. TERMS OF AGREEMENT

A. The COUNTY agrees:

1. To design and prepare all plans and specifications for the construction of new lanes, including a left turn lane to the new Dollar General store, resurfacing and all other related improvements to be constructed on Linden Road east of Alpine Road.
2. To receive bids, award a contract and provide construction management to insure that the improvements are constructed in accordance with the plans and specifications.
3. To pay all costs associated with designing and constructing the improvements.

B. The DEVELOPER agrees to pay the COUNTY eighty thousand dollars (\$80,000.00) for their share of a westbound left turn lane and as a condition to receiving an access permit to Linden Road, and within thirty days after receipt of an invoice from the COUNTY.

II. EFFECTIVE DATE

This Agreement shall commence on the date of execution by all parties hereto.

III. SUCCESSORS AND ASSIGNS

This Agreement shall be binding up and inure to the benefit of the parties hereto and their respective successors and assigns.

IV. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated Agreement between the DEVELOPER and the COUNTY, and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement maybe waived, changed, or modified except by an instrument in writing signed by all parties hereto.

COUNTY OF WINNEBAGO, IL

By: _____
Joseph Chiarelli, Chairman of the
County Board
County of Winnebago, IL

DATE: _____

DEVELOPER

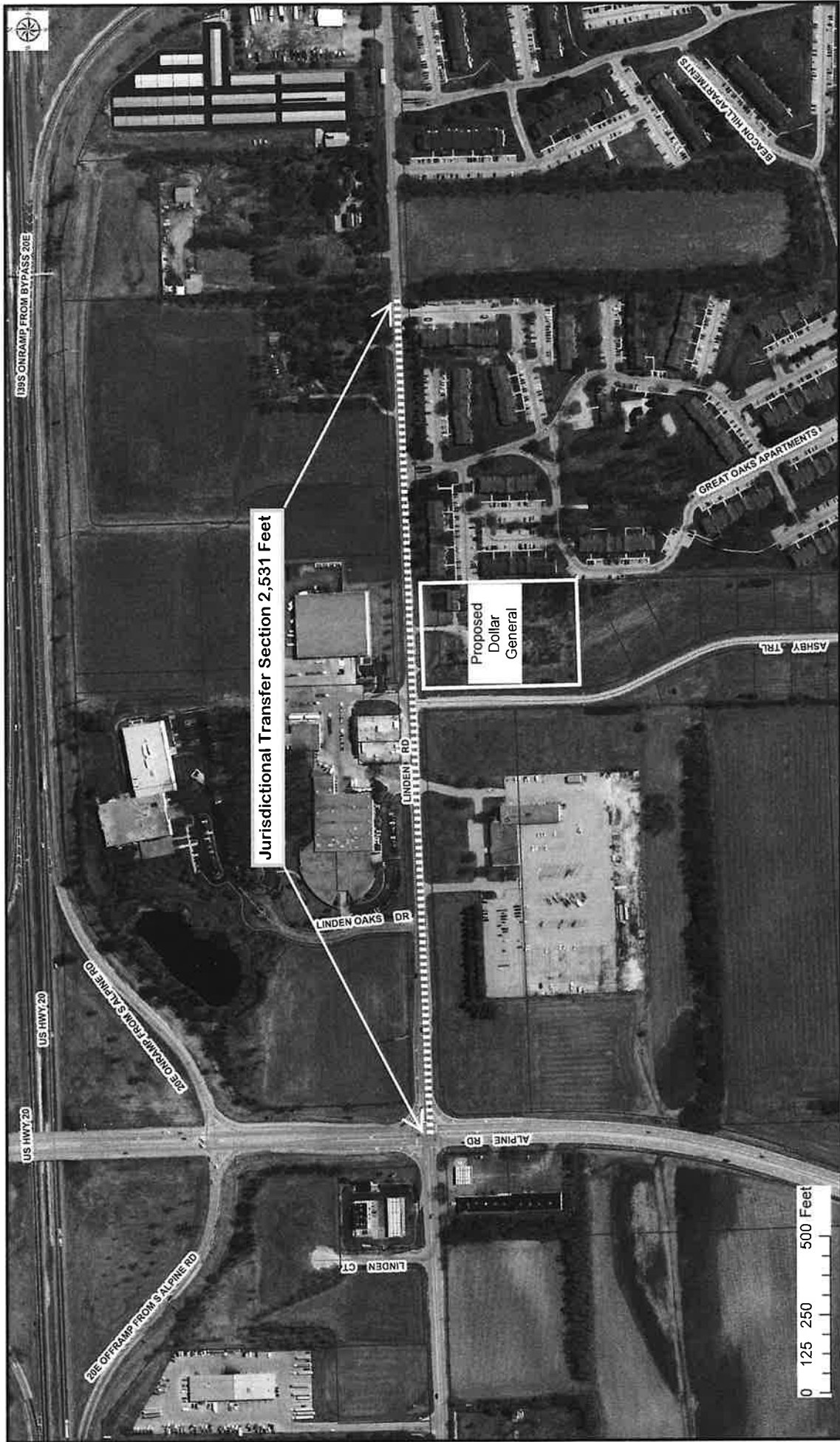
By: James Kirk Farrelly
Kirk Farrelly, P.E.
Rockford (Linden Rd) DG, LLC

DATE: 8/9/2023

ATTEST:

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

Winneshago County Highway Department
Linden Road Jurisdictional Transfer / Improvement





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, August 15, 2023

Resolution Title:

(23-033) Resolution Authorizing the Award of a Bid for 2023 HMA Patching Program
(Section 23-00000-02-GM)

County Code: PWC Resolution #23-033

Board Meeting Date: Thursday, August 24, 2023

Budget Information:

Was item budgeted? yes	Appropriation Amount: \$100,000
If not, explain funding source:	
ORG/OBJ/Project Code: 464-46330	Budget Impact: \$ 100,000

Background Information:

This is for maintenance work including asphalt resurfacing/patching and traffic signal modifications at two locations on county highways. It also includes two Harlem township roads (paid by the township by separate agreement). The city of Rockford will pay for 25% of the work at the intersection of Riverside Boulevard with Central Ave (by separate agreement).

Recommendation:

Staff recommends approval of this maintenance work.

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office.

Follow-Up:

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

23-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR
2023 HMA PATCHING PROGRAM
(SECTION: 23-00000-02-GM)**

WHEREAS, the County of Winnebago in coordination with Harlem Township has planned to perform hot-mix asphalt patches at various locations; and

WHEREAS, in connection with said project, the project has a base bid and three bid alternates with bid alternate 1 being solely attributable to Harlem Township; and

WHEREAS, in connection with said project, two bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on August 8, 2023 for Section 23-00000-02-GM with the low bid for the base bid being from Curran Contracting Company in the amount of \$69,746.26; and

WHEREAS, in connection with said project, the Winnebago County Highway Department, at the direction of Harlem Township, desires to award bid alternate 1 in the amount of \$166,450.18; and

WHEREAS, in connection with said project, the Winnebago County Highway Department desires to award the bid alternate 3 in the amount of \$29,635.00; and

WHEREAS, it would be in the public interest to award this project to the low bidder Curran Contracting Company in the amount of \$69,746.26 for the base bid and \$166,450.18 for bid alternate 1 and \$29,635.00 for bid alternate 3, which totals to \$265,831.44.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low base bid and bid alternate 1 and 3 received on August 8, 2023 for Section 23-00000-02-GM from Curran Contracting Company in the amount of \$265,831.44 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Curran Contracting Company for the above noted work; and

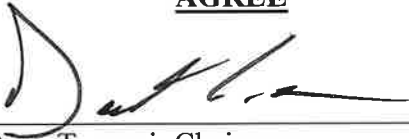
BE IT FURTHER RESOLVED that the Resolution shall be in full force and effect immediately upon its adoption; and

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

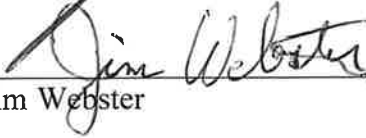
Angela Fellars

Angela Fellars



Chris Scrol

Chris Scrol



Jim Webster

Jim Webster

John Penney

John Penney

John Guevara

John Guevara



Kevin McCarthy

Kevin McCarthy

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

Joseph 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



Illinois Department of Transportation

**Tabulation of Bids
Bid Alternate 1**

Local Public Agency: COUNTY
 County: WINNEBAGO
 Section: 23-00000-02-GM
 Estimate: \$100,783.90
 Date: 8/8/2023
 Time: 10:00 AM
 Appropriation: MFT

Name of Bidder:		Curran Contracting Company		Rock Road Companies, Inc.				
Address of Bidder:		286 Memorial Court Crystal Lake, IL 60014		P.O. Box 1818 Janesville, WI 53547-1818				
Proposal Guarantee:		Bid Bond		Bid Bond				
Terms:								
Approved Engineer's Estimate								
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total
40600290	BITUMINOUS MATERIALS (TACK COAT)		LBS	1017.9	0.0500 \$	50.90	1.0000 \$	1,017.90
40600985	PCC SURF REM BUTT JT		SY	65	12.0000 \$	780.00	105.0000 \$	6,825.00
40600990	TEMPORARY RAMP		SY	24.4	35.0000 \$	854.00	69.4600 \$	1,694.82
40604010	HMA 5C IL-9.5FG D N50		TON	339.3	150.0000 \$	50,895.00	122.0000 \$	41,394.60
40800050	INCIDENTAL HOT-MIX ASPHALT SURFACING		TON	37.5	100.0000 \$	3,750.00	180.0000 \$	6,750.00
67100100	MOBILIZATION		LSUM	1	5,000.0000 \$	5,000.00	4,250.0000 \$	4,250.00
70103700	TRAFFIC CONTROL COMPLETE		LSUM	1	1,000.0000 \$	1,000.00	3,500.0000 \$	3,500.00
	PAVING INTERLAYER		SY	2262	7.0000 \$	15,834.00	17.5300 \$	39,652.86
	FIBERGLASS PAVEMENT REINFORCEMENT SYSTEM		SY	2262	10.0000 \$	22,620.00	20.6700 \$	46,755.54
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
					\$	-	\$	-
Total Bid:								
					As Read:	\$166,450.18		\$151,840.72
					As Calculated:	166,450.18		151,840.72



**Tabulation of Bids
Bid Alternate 2**

Local Public Agency: COUNTY Date: 8/8/2023
 County: WINNEBAGO Time: 10:00 AM
 Section: 23-00000-02-GM Appropriation: MFT
 Estimate: \$4,956.00

Name of Bidder: Rock Road Companies, Inc.
 Address of Bidder: P.O. Box 1818
 Janesville, WI 53547-1818

Curran Contracting Company
 286 Memorial Court
 Crystal Lake, IL 60014

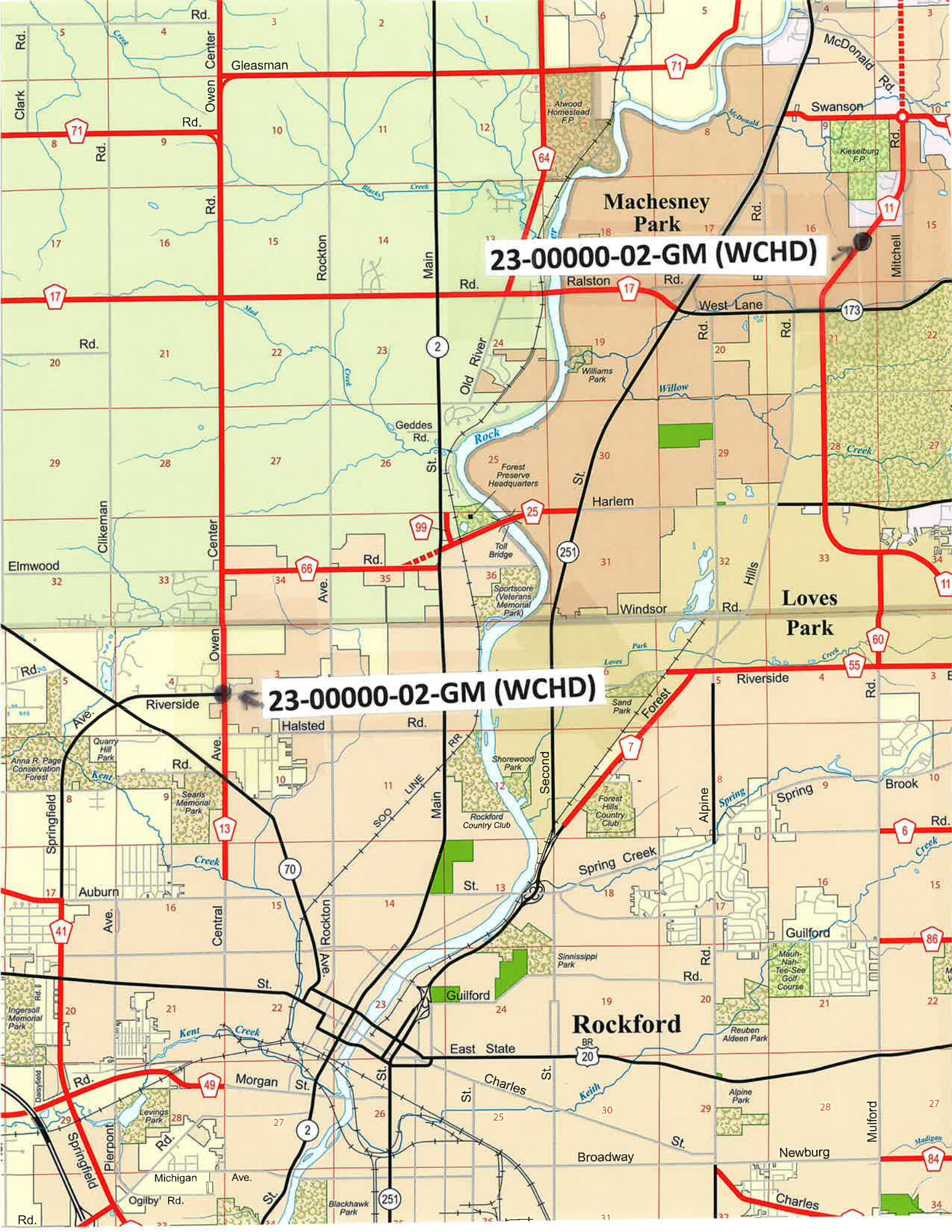
Item No.	Item	Delivery	Unit	Quantity	Proposed Guarantee:		Approved Engineer's Estimate	Curran Contracting Company		Rock Road Companies, Inc.		
					Terms:	Amount		Unit Price	Total	Unit Price	Total	
88600100	DETECTOR LOOP TYPE 1		FT	141.6			35.0000	\$ 4,956.00	77.2500	\$ 10,938.60	78.4200	\$ 11,104.27
								\$ -		\$ -		\$ -
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Total Bid:								As Read:		\$10,938.60		\$11,104.27
								As Calculated:		10,938.60		11,104.27



**Tabulation of Bids
Bid Alternate 3**

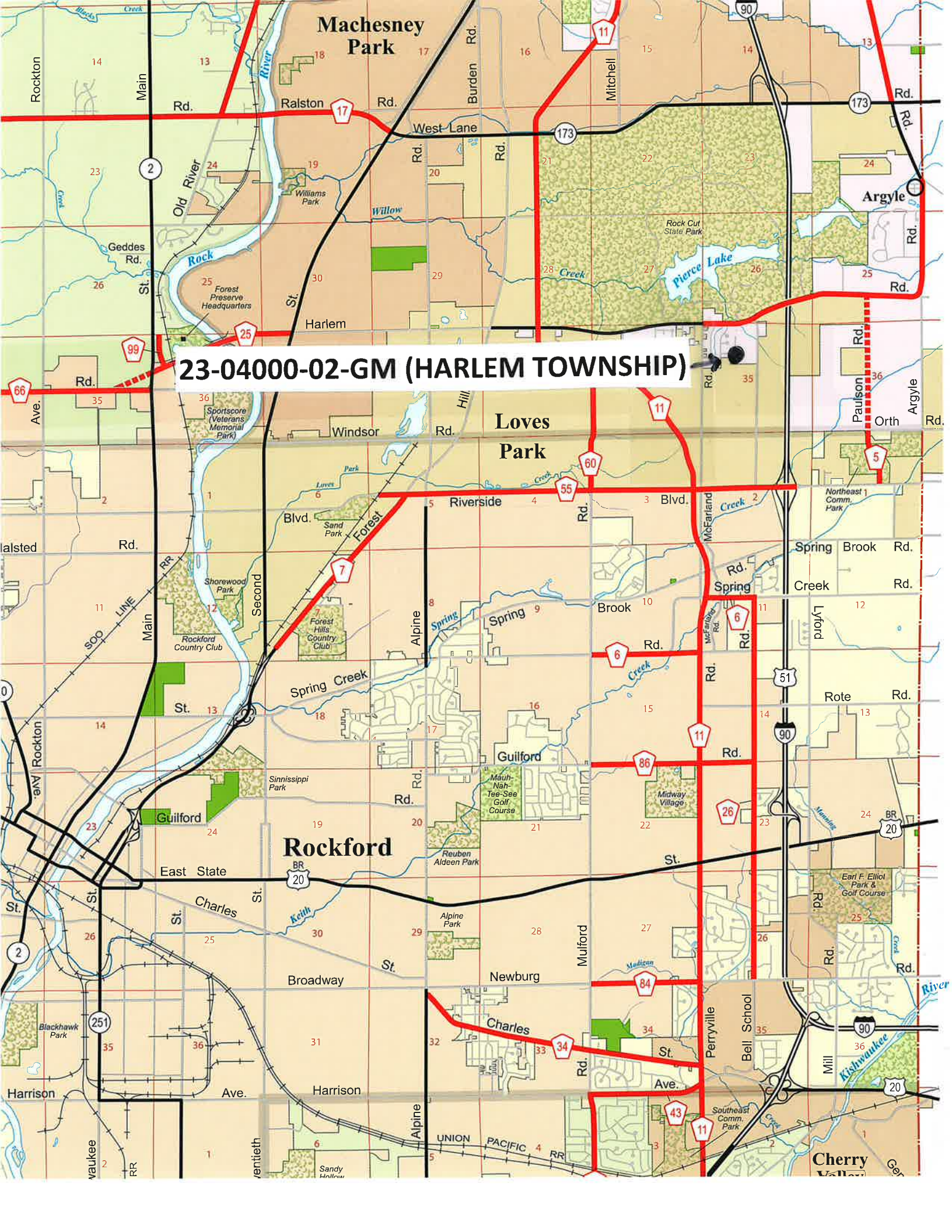
Local Public Agency: COUNTY Date: 8/8/2023
 County: WINNEBAGO Time: 10:00 AM
 Section: 23-00000-02-GM Appropriation: MFT
 Estimate: \$12,000.00

Name of Bidder: Address of Bidder:			Curran Contracting Company			Rock Road Companies, Inc.		
286 Memorial Court			286 Memorial Court			P.O. Box 1818		
Crystal Lake, IL 60014			Crystal Lake, IL 60014			Janesville, WI 53547-1818		
Proposal Guarantee: Terms:			Bid Bond			Bid Bond		
Approved Engineer's Estimate			Bid Bond					
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total
89502200	MODIFY EXISTING CONTROLLER		EA	1	3,000.0000	\$ 3,000.00	28,558.7700	\$ 28,558.77
Z0033072	VIDEO VEHICLE DETECTION SYSTEM		EA	1	9,000.0000	\$ 9,000.00	1,518.1200	\$ 1,518.12
					\$ -	-	\$ -	-
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Total Bid:					As Read:	\$29,635.00	As Calculated:	\$30,076.89
					As Calculated:	29,635.00	As Calculated:	30,076.89



23-00000-02-GM (WCHD)

23-00000-02-GM (WCHD)



23-04000-02-GM (HARLEM TOWNSHIP)



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, August 15, 2023

Resolution Title:

(23-034) Resolution Authorizing the Appropriation of Rebuild Illinois Funds (RBI) for the Resurfacing of Best Road. (Section 23-00716-00-RS)

County Code: PWC Resolution #23-034

Board Meeting Date: Thursday, August 24, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount: \$400,000
If not, explain funding source:		
ORG/OBJ/Project Code:	469-46330	Budget Impact: \$ 230,000

Background Information:

A bid for \$1,289,979.72 was awarded at the July 27, 2023 County Board meeting for this project on Best Road. Approximately \$1.1 million is available from the 2020A bond to be used for this project. This RBI appropriation will cover the remainder and materials inspection.

Recommendation:

The appropriation is needed to be able to use Rebuild Illinois Funds (RBI).

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office.

Follow-Up: It will be submitted to IDOT for approval after County Board approval.

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

23-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE APPROPRIATION OF
REBUILD ILLINOIS (RBI) FUNDS FOR
THE RESURFACING OF BEST ROAD
(SECTION: 23-00716-00-RS)**

WHEREAS, at its meeting of July 27, 2023 the County of Winnebago awarded a contract to Rock Road Companies, Inc. in the amount of \$1,289,979.72 for the resurfacing of Best Road from IL-75 (Freeport Road) to the main entrance of Lake Summerset; and

WHEREAS, the project is being paid for using 2020 bond funds of which there is some \$1,100,000 available; and

WHEREAS, to pay for the remainder of the project \$230,000 needs to be appropriated from Rebuild Illinois (RBI) funds; and

WHEREAS, it would be in the public interest to appropriate \$230,000 from Rebuild Illinois (RBI) funds to fully fund this project.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois hereby appropriates two hundred thirty thousand dollars (\$230,000) from the County's RBI funds via BLR 09110 (Rev 07/07/22) in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that the Resolution shall be in full force and effect immediately upon its adoption; and

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

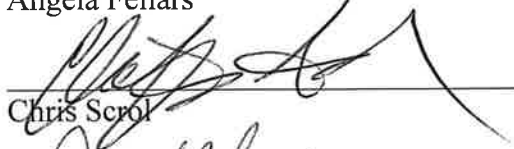


Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars



Chris Scrol

Chris Scrol



Jim Webster

Jim Webster

John Penney

John Penney

John Guevara

John Guevara



Kevin McCarthy

Kevin McCarthy

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

Joseph 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



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Resolution Type: Original, Resolution Number, Section Number: 23-00716-00-RS

BE IT RESOLVED, by the Board of the County of Winnebago... the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Best Road, 2, CH-56, IL Rte. 75, Lake Summerset Entrance

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Resurfacing of Best Road from IL Rte 75 to the main entrance of Lake Summerset using Rebuild Illinois (RBI) funds.

2. That there is hereby appropriated the sum of two hundred thirty thousand

Dollars (\$230,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lori Gunmow, County Clerk in and for said County of Winnebago

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

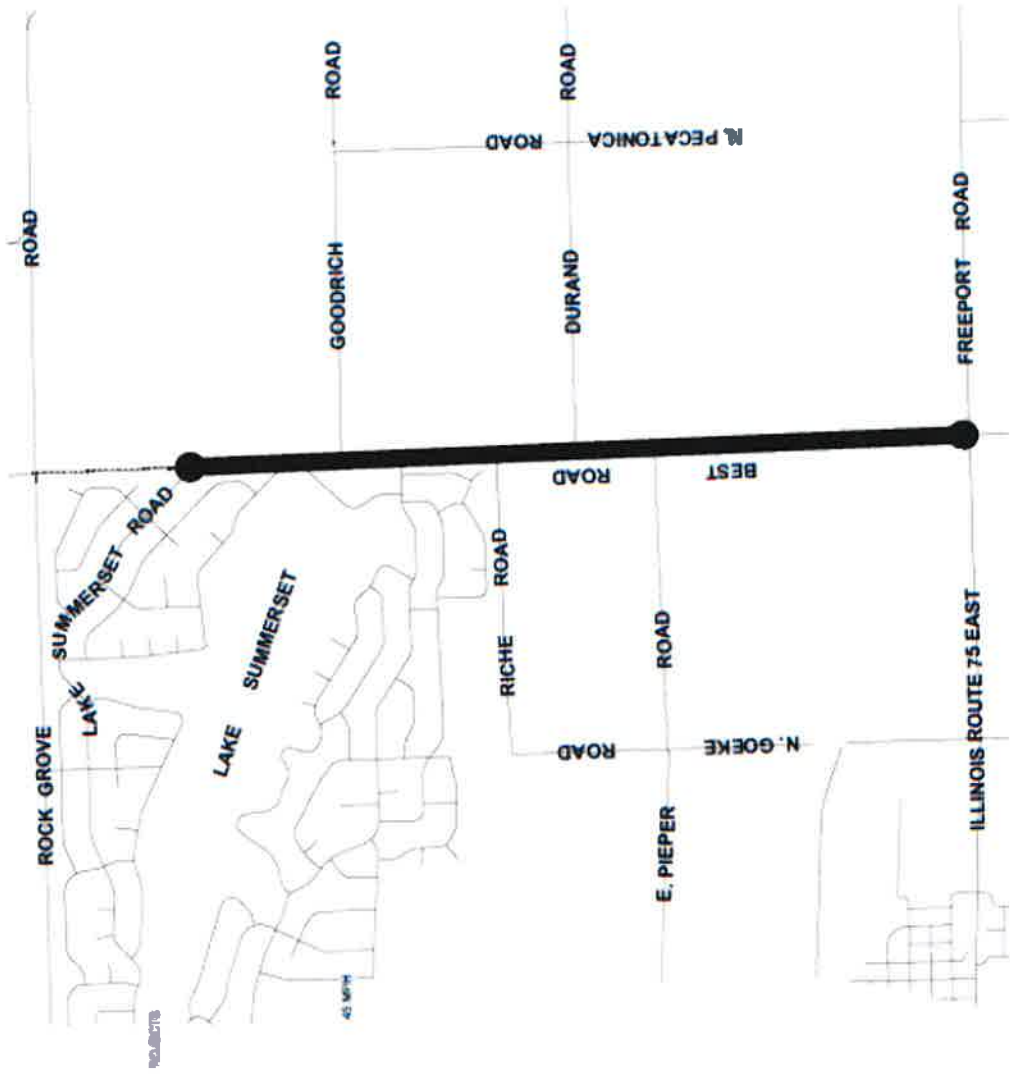
Board of Winnebago at a meeting held on August 24, 2023

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24 day of August, 2023

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, August 15, 2023

Resolution Title:

(23-035) Resolution Authorizing an Intergovernmental Cooperation Agreement Between the County of Winnebago and Harlem Township for Improvements to Two Township Roads

County Code: PWC Resolution #23-035

Board Meeting Date: Thursday, August 24, 2023

Budget Information:

Was item budgeted? N/A	Appropriation Amount: \$ N/A
If not, explain funding source: Harlem Township local and MFT funds	
ORG/OBJ/Project Code: 465 (Twp MFT)	Budget Impact: \$ N/A

Background Information:

Resurfacing work on two Harlem township roads were included in the County's asphalt patching (HMA) for 2023. The township will use local funds besides some of their MFT funds. An agreement is needed because of the local township funds.

Recommendation:

Staff recommends approval

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office.

Follow-Up: The agreement is being presented at the Harlem Township board meeting on August 24, 2023.

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

23-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL COOPERATION
AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND HARLEM
TOWNSHIP FOR IMPROVEMENTS TO TWO TOWNSHIP ROADS**

WHEREAS, Harlem Township (TOWNSHIP) and Winnebago County (COUNTY) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS § 220/1, et seq., and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS § 220/1, et seq., authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the TOWNSHIP and the COUNTY additionally are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, Harlem Township is desirous to resurface Ambleside Road and Pierce Lake Road (IMPROVEMENTS) using both Local Township and Motor Fuel Tax (MFT) funds and the IMPROVEMENTS are part of the County's 2023 HMA Patching Program being awarded under resolution 23-023; and

WHEREAS, since MFT funds are being used the COUNTY must award and manage the project; and

WHEREAS, since TOWNSHIP funds are also being used an intergovernmental agreement is needed in order to pay the difference between the contract price and the amount of MFT funds available.

WHEREAS it would be in the public interest to enter into the attached Intergovernmental Cooperation Agreement with Harlem Township to complete the IMPROVEMENTS.

NOW THEREFORE BE IT RESOLVED that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a “Intergovernmental Cooperation Agreement” with the Harlem Township for the resurfacing of Ambleside Road and Pierce Lake Road, form substantially as attached hereto; and

BE IT FURTHER RESOLVED that the AGREEMENT entered into shall not become effective and binding unless and until the respective parties have executed them; and

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption; and

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, Auditor and Winnebago County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars



Angela Fellars

Chris Scrol



Chris Scrol

Jim Webster



Jim Webster

John Penney

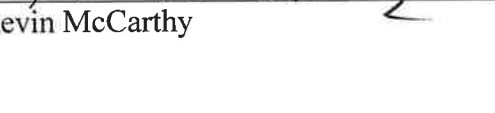
John Penney

John Guevara



John Guevara

Kevin McCarthy



Kevin McCarthy

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

Joseph 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

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF WINNEBAGO AND HARLEM TOWNSHIP FOR
IMPROVEMENTS TO TWO TOWNSHIP ROADS**

THIS AGREEMENT (AGREEMENT) is entered into this ___ day of AUGUST 2023, by and between Harlem Township, an Illinois municipal corporation (TOWNSHIP), and the COUNTY OF WINNEBAGO, an Illinois Body Politic (COUNTY).

RECITALS

WHEREAS, the TOWNSHIP and the COUNTY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS § 220/1, et seq., and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS § 220/1, et seq., authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the TOWNSHIP and the COUNTY additionally are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, Harlem Township is desirous to resurface Ambleside Road and Pierce Lake Road using both Local Township and Motor Fuel Tax (MFT) funds; and

WHEREAS, since MFT funds are being used the COUNTY must award and manage the project; and

WHEREAS, since Local Township funds are also being used, an intergovernmental cooperation agreement is needed in order to pay the difference between the contract price and the amount of MFT funds available.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the PARTIES agree that:

PURPOSE AND OBJECTIVES. The purpose of this agreement is to provide for the resurfacing of Ambleside Road and Pierce Lake Roads (IMPROVEMENTS) in Harlem Township, Winnebago County, Illinois.

I. TERMS OF AGREEMENT

A. The COUNTY agrees:

1. To design and prepare all plans and specifications for the IMPROVEMENTS.

2. To receive bids, award a contract and provide construction management to insure that the IMPROVEMENTS are constructed in accordance with the plans and specifications.
3. The estimated total cost of the IMPROVEMENTS based on the bids received on 8/8/2023 is \$ 167,000
4. To invoice the TOWNSHIP for the Local Township funds portion of the IMPROVEMENTS said invoice being based on actual construction quantities.

B. The TOWNSHIP agrees: to use MFT funds for a portion of the IMPROVEMENTS, and to pay the invoice from the COUNTY for the Local Funds portion of the IMPROVEMENTS within 30 days of receipt. Final costs will be based on final measured construction quantities and bid prices.

II. EFFECTIVE DATE.

This Agreement shall commence on the date of execution by all parties hereto.

III. SUCCESSORS AND ASSIGNS

This Agreement shall be binding up and inure to the benefit of the parties hereto and their respective successors and assigns.

IV. EXTENT OF AGREEMENT. This Agreement represents the entire and integrated Agreement between the TOWNSHIP and the COUNTY, and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement maybe waived, changed, or modified except by an instrument in writing signed by all parties hereto.

COUNTY OF WINNEBAGO, IL

HARLEM TOWNSHIP, IL

By: _____
Joseph Chiarelli, Chairman of the
County Board
County of Winnebago, IL

By: _____
Edward Tegland
Highway Commissioner

DATE: _____

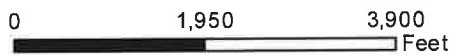
DATE: _____

ATTEST:

ATTEST:

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

Mathew Gabel
Harlem Township Clerk



SCALE: 1:23,585

WinGIS cannot and does not warrant the accuracy of property and boundary lines, dimensions of parcels and lots, location of structures or improvements, and topographic or geologic features on the land. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy.



Winnebago County Geographic Information System

UNFINISHED BUSINESS

FINANCE COMMITTEE



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: August 3, 2023
Ordinance Title: Ordinance for a Budget Amendment to Provide Funds for the Winnebago County Highway Department for the Riverside Boulevard Multi-Use Path Study
Board Meeting Date: August 10, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$100,000
If not, explain funding source: ARP Phase 4 Funds	
ORG/OBJ/Project Code: 61300 / 43190/ RP092 American Rescue Plan /Other Professional Services	
FY2023 Budget Impact: \$100,000	

Background Information: This is for Phase I Engineering Study for a multi-use path along Riverside Boulevard, connecting the Perryville Path to Sportscore Two, Javon Bea Hospital and other developments on the east side of I-90. This amount would be the County's share of a proposed IGA with the Cities of Loves Park and Rockford. Completion of this study, required when federal funds are used for construction, would facilitate the application for grants and other funds for construction of this multi-use path across I-90.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2023 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: August 3, 2023
Lay Over: August 10, 2023
Final Vote: August 24, 2023

2023 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

Ordinance for a Budget Amendment to Provide Funds for the Winnebago County Highway Department for the Riverside Boulevard Multi-Use Path Study

WHEREAS, as part of proposed IGA with the Cities of Loves Park and Rockford, for the construction of a multi-use path across I-90, \$100,000.00 is Winnebago County's share of the cost of the study needed to facilitate the application for grants and other funds,

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-041 Riverside Blvd. Multi-Use Path Study**

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

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

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

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		7/24/2023		AMENDMENT NO: 2023-041				
DEPARTMENT:		American Rescue Plan Act		SUBMITTED BY: Steve Schultz				
FUND#:		0313 American Rescue Plan		DEPT. BUDGET NO. 61300 American Rescue Plan				
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61300	43190	RP092	Other Professional Services	\$0	\$0	\$0	\$100,000	\$100,000
Revenue								
TOTAL ADJUSTMENT:							\$100,000	
Reason budget amendment is required:								
<p>This is for a Phase I Engineering Study for a multi-use path along Riverside Boulevard, connecting the Perryville Path to Sportscore Two, Javon Bea Hospital and other developments on the east side of I-90. This amount would be the County's share of a proposed IGA with the Cities of Loves Park and Rockford. Completion of this study, required when federal funds are used for construction, would facilitate the application for grants and other funds for construction of this multi-use path across I-90.</p>								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$100,000								
Revenue Source: Fund 0313 American Rescue Plan Act Fund								



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: August 3, 2023
Ordinance Title: Ordinance for a Budget Amendment to Fund Boys & Girls Club
Addressable Fire Alarm System
Board Meeting Date: Aug 10, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$11,660
If not, explain funding source: ARP Phase 4 Funds	
ORG/OBJ/Project Code: 61300 / 43204 / RO093 American Rescue Plan /ARP Comm Non-profit Grants	
FY2023 Budget Impact: \$11,660	

Background Information: The Boys & Girls Club of Rockford, Fairgrounds Unit, is looking to install a new Fire Alarm Panel, with enhanced notification and detection devices; updating their antiquated system. Their current system is not applicable with integrated monitoring. This will also cover permit fees which come with installing the new system.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2023 Fiscal Year

Finance: August 3, 2023

Lay Over: August 10, 2023

Sponsored by:

Final Vote: August 24, 2023

John Butitta, Finance Committee Chairman

2023 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

**Ordinance for a Budget Amendment to Fund Boys & Girls Club
Addressable Fire Alarm System**

WHEREAS, the Boys & Girls Club of Rockford, Fairgrounds Unit, has requested funds from ARP Phase 4 to help pay for a new Fire Alarm System to replace their outdated system,

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, “After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting.”

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-038 Boys & Girls Club Addressable Fire Alarm System**

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

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

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

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:			7/24/2023	AMENDMENT NO: 2023-038				
DEPARTMENT:			American Rescue Plan Act		SUBMITTED BY: Steve Schultz			
FUND#:			0313 American Rescue Plan		DEPT. BUDGET NO. 61300 American Rescue Plan			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61300	43204	RP093	ARP Comm Non-profit Grants	\$0	\$0	\$0	\$11,660	\$11,660
Revenue								
TOTAL ADJUSTMENT:							\$11,660	
Reason budget amendment is required:								
The Boys & Girls Club of Rockford, Fairgrounds Unit, would like to install an addresssable Fire Alarm Panel, with enhanced notification devices and detection; replacing their antiquated system. The current system is not applicable with integrated monitoring. This will also cover permit fees which come with installing the new system.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$11,660								
Revenue Source: Fund 0313 American Rescue Plan Act Fund								



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: August 3, 2023
Ordinance Title: Ordinance for a Budget Amendment to Provide Funds for the Boys & Girls Club
New HVAC System
County Code:
Board Meeting Date: August 10, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$200,000
If not, explain funding source: ARP Phase 4 Funds	
ORG/OBJ/Project Code: 61300 / 43204 / RP094 American Rescue Plan / ARP Comm Non-Profit Grants	
FY2023 Budget Impact: \$200,000	

Background Information: The Boys & Girls Club of Rockford, Fairgrounds Unit, is going to install a new high efficiency HVAC system to replace the current boiler (heat) and add air conditioning. This will allow the club to serve more members during the summer months and provide free flowing air which helps reduce the risk of Covid-19 transmissions.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2023 Fiscal Year

Finance: August 3, 2023

Lay Over: August 10, 2023

Sponsored by:

Final Vote: August 24, 2023

John Butitta, Finance Committee Chairman

2023 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

**Ordinance for a Budget Amendment to Provide Funds for the Boys & Girls Club
New HVAC System**

WHEREAS, the Boys & Girls Club of Rockford, Fairgrounds Unit, has requested funds from ARP Phase 4 to help pay for a new HVAC system, which will allow them to serve more at-risk youth during the summer.

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, “After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting.”

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-037 Boys and Girls Club HVAC System**

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		7/25/2023			AMENDMENT NO: 2023-037			
DEPARTMENT:		American Rescue Plan Act Fund			SUBMITTED BY: Steve Schultz			
FUND#:		0313 American Rescue Plan Act			DEPT. BUDGET NO. 61300 American Rescue Plan			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61300	43204	RP094	ARP Comm Non-Profit Grants	\$0	\$0	\$0	\$200,000	\$200,000
								\$0
Revenue								
TOTAL ADJUSTMENT:							\$200,000	
Reason budget amendment is required:								
The Boys & Girls Club of Rockford, Fairgrounds Unit, is going to install a new high efficiency HVAC system to replace the current boiler (heat), and add air conditioning. This will allow the club to serve more members during the summer months.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$200,000								
Revenue Source: Fund 0313 American Rescue Plan Act Fund								



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: August 3, 2023
Ordinance Title: Ordinance for a Budget Amendment to Fund Zion West Enterprise Van Purchase
Board Meeting Date: August 10, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$54,530
If not, explain funding source: ARP Phase 4 Funds	
ORG/OBJ/Project Code: 61300 / 43204 / RP095 American Rescue Plan / ARP Comm Non-profit Grants	
FY2023 Budget Impact: \$54,530	

Background Information: Zion West Enterprise plans to purchase a van. The van will provide transportation for employees of Zion's Mowing Program and children who attend the After School Program. This request provides the means to addressing multiple effects of Covid-19 – employment, academic success, health and wellness, and job readiness.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2023 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: August 3, 2023
Lay Over: August 10, 2023
Final Vote: August 24, 2023

2023 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

**Ordinance for a Budget Amendment to Fund
Zion West Enterprise Van Purchase**

WHEREAS, Zion West Enterprise’s Mowing Program and After School Program help serve Winnebago County’s underserved communities. Purchasing a van will allow Zion West Enterprise to provide continuous transportation to and from these programs. These programs provide the means to address multiple effects of Covid-19 – employment, academic success, health and wellness, and job readiness.

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, “After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting.”

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-039 Zion West Enterprise Van Purchase**

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		7/24/2023			AMENDMENT NO: 2023-039			
DEPARTMENT:		American Rescue Plan Act			SUBMITTED BY: Steve Schultz			
FUND#:		0313 American Rescue Plan			DEPT. BUDGET NO. 61300 American Rescue Plan			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61300	43204	RP095	ARP Comm Non-Profi Grants	\$0	\$0	\$0	\$54,530	\$54,530
Revenue								
TOTAL ADJUSTMENT:							\$54,530	
Reason budget amendment is required:								
<p>Zion West Enterprise plans to purchase a van. The van will provide transportation for employees working with Zion's Mowing Program, and children who attend After School Programs. This request provides the means to addressing multiple effects of COVID-19 - employment, academic success, health and wellness, and job readiness.</p>								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$54,530								
Revenue Source: Fund 0313 American Rescue Plan Act Fund								



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: August 3, 2023
Ordinance Title: Ordinance for a Budget Amendment to Fund Carpet Purchase
For Inner City Reconstruction Group's Building
Board Meeting Date: August 10, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$6,220
If not, explain funding source: ARP Phase 4 Funds	
ORG/OBJ/Project Code: 61300 / 43204 / RP095 American Rescue Plan / ARP Comm Non-Profit Grants	
FY2023 Budget Impact: \$6,220	

Background Information: Inner City Reconstruction Group is a non-profit organization. They purchased a building, where services are to be given to minority residents; addressing issues such as poverty and unemployment. The building is in need of carpeting. Funds to purchase, and installation of carpeting will allow the Group to open their building - to work with members of the community on these issues.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2023 Fiscal Year

Finance: August 3, 2023

Lay Over: August 10, 2023

Sponsored by:

Final Vote: August 24, 2023

John Butitta, Finance Committee Chairman

2023 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

Ordinance for a Budget Amendment to Fund Carpet Purchase for Inner City Reconstruction Group's Building

WHEREAS, Inner City Reconstruction Group, a non-profit, has purchased a building. The Group serves minorities - addressing issues such as poverty and unemployment. In order to operate out of their building, the Group needs to put in new carpet before it can start serving the community,

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-040 Inner City Reconstruction Group New Carpet**

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

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

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

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		7/24/2023			AMENDMENT NO: 2023-040			
DEPARTMENT:		American Rescue Plan Act			SUBMITTED BY: Steve Schultz			
FUND#:		0313 American Rescue Plan			DEPT. BUDGET NO. 61300 American Rescue Plan			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
61300	43204	RP095	ARP Comm Non-Profit Grants	\$0	\$0	\$0	\$6,220	\$6,220
Revenue								
TOTAL ADJUSTMENT:							\$6,220	
Reason budget amendment is required:								
Inner City Reconstruction Group is a non-profit that has purchased a building, where they will work with minority residents, addressing issues such as poverty and unemployment. The addition of new carpeting will allow the site to open so services can begin to be offered.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$6,220								
Revenue Source: Fund 0313 American Rescue Plan Act Fund								

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: August 24, 2023

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station – Integrated Inspection Report 05000454/2023002 and 05000455/2023002.
 - b. Monthly Notice Regarding Application and Amendments to Facility Operating Licenses and Combined Licenses Involving No Significant Hazards Considerations.
 - c. Federal Register/ Vol. 88. No. 151/Tuesday, August 8, 2023/Notices.

Adjournment