



# WINNEBAGO COUNTY

— ILLINOIS —

## AGENDA

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

Thursday, January 25, 2024  
6:00 p.m.

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Keith McDonald
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 – Debbie Jarvis, Update on the Juvenile Detention Center
  - C. Public Hearings – None
  - D. Public Participation – None
6. **Approval of Minutes** ..... Chairman Joseph Chiarelli
  - A. Approval of December 14, 2023 minutes
  - B. Layover of January 11, 2024 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)**
  - A. Winnebago County Sheriff’s Merit Commission, Annual Compensation: \$55 per meeting, not to exceed \$600 per year
    1. Michael Purin (Reappointment), Caledonia, Illinois, 6-year term, December 2020 to December 2026
    2. Michael Tulley (Reappointment), Rockford, Illinois, 6-year term, December 2020 to December 2026

- 3. Ryan Fritz (Reappointment), Rockford, Illinois, 6-year term, December 2020 to December 2026
- B. Winnebago County Liquor Commission, Annual Compensation: none
  - 1. Kevin McCarthy (Reappointment), Rockford, Illinois, 1-year term, January 2024 to January 2025
  - 2. Michael Thompson (Reappointment), Loves Park, Illinois, 1-year term, January 2024 to January 2025

**9. Reports of Standing Committees.....Chairman Joseph Chiarelli**

- A. Finance Committee..... **John Butitta, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Authorizing Execution of the Charter Communications Cable Television Franchise Agreement Amendment
  - 3. Ordinance to Abate the 2012C State Income Tax Alternate Bond Property Tax Levy for the year 2023 Payable 2024 to be Laid Over
  - 4. Ordinance to Abate the 2016E Public Safety Sales Tax Alternative Bond Property Tax Levy for the Year 2023 Payable 2024 to be Laid Over
  - 5. Ordinance to Abate the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternative Bond Property Tax Levy for the Year 2023 Payable 2024 to be Laid Over
  - 6. Ordinance to Abate the tax hereto levied for the year 2023 payable 2024 to pay the principal of and interest on Taxable General Obligation Bonds (Alternative Revenue Source) Series 2018 of Winnebago County, Illinois to be Laid Over
  - 7. Ordinance to Abate the 2020A Alternative Revenue Bond Property Tax Levy for the Year 2023 Payable 2024 to be Laid Over
  - 8. Ordinance to Abate the 2020B Alternative Revenue Bond Property Tax Levy for the Year 2023 Payable 2024 to be Laid Over
  - 9. Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bond Property Tax Levy for the Year 2023 Payable 2024 to be Laid Over
  - 10. Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bond Property Tax Levy for the Year 2023 Payable 2024 to be Laid Over
  - 11. Ordinance to Abate the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2022 Bonds Property Tax Levy for the Year 2023 Payable 2024 to be Laid Over
  - 12. Ordinance to Abate Special Tax Roll for 2023 Levy Year for Properties within the Special Service Area for the I-39/Baxter Road County Water District Project to be Laid Over
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**  
 Planning and/or Zoning Requests:
  - 1. 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. Resolution Awarding Jury Box Construction Using CIP 2023 PSST Funds  
Cost: \$47,308
  - 3. Resolution Awarding Purchase of Detective Squad for Sheriffs Office Using CIP 2024 Funds  
Cost: \$53,845.53
  
- E. Public Works Committee .....**Dave Tassoni, Committee Chairman**
  - 1. Committee Report
  - 2. (24-001) Resolution Authorizing a Joint Funding Agreement with The State of Illinois for Latham Road Resurfacing from Owen Center Road to IL-2 and for Appropriating RBI Funds  
(Section 22-00709-00-RS)  
Cost: \$750,000 (County \$630,000 / TARP \$119,700)      C.B District 1, 5
  - 3. (24-002) Ordinance Amending Chapter 82 of the Winnebago County Code Designating Latham Road (C.H. 17) from Meridian Road (CH 24) to IL-2 and Owen Center Road (C.H. 13) from Riverside Boulevard (C.H. 55) to Latham Road (C.H. 17) as Class II Truck Routes  
Cost: N/A      CB District 1, 5
  - 4. (24-003) Resolution Authorizing a Structural Engineering Agreement with Willett Hofmann & Associates, Inc. for Bridge Load Rating Updates as Part of the Centralized Agency Permitting System (CAPS)  
Cost: \$20,000      CB District: County Wide
  
- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
  - 1. Committee Report

**10. Unfinished Business .....Chairman Joseph Chiarelli**

**Appointments read in on December 14, 2023**

- A. North Park Fire Protection District, Annual Compensation: not to exceed \$1,500
  - 1. Timothy Freiberg (New Appointment), Rockford, Illinois, 3-year term, November 2023 to November 2026
- B. Winnebago County Sheriff's Merit Commission, Annual Compensation: \$55 per meeting, not to exceed \$600 per year
  - 1. Danielle Schlichting (New Appointment), Caledonia, Illinois, 6-year term, December 2023 to December 2029
  - 2. Kevin Gulley (New Appointment), Leaf River, Illinois, 6-year term, December 2023 to December 2029

**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. Adjournment .....Chairman Joseph Chiarelli

Next Meeting: Thursday, February 8, 2024

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

# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
DECEMBER 14, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, December 14, 2023 at 6:00 p.m.
2. Board Member Lindmark gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None  
  
County Administrator Thompson introduced two new staff members; Purchasing Director Hope Edwards and Mike Weber from the Sheriff's Department.
4. Roll Call: 15 Present. 5 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Guevara, Hanserd, Hoffman, Lindmark, McDonald, Penney, Sweeney, Tassoni, Thompson and Webster. (Board Members Goral, McCarthy, Nabors, Salgado, and Scrol were absent.)

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

5. Awards - None  
  
Presentations - None  
  
Public Hearings - None  
  
Public Participation- None

**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 November 9, 2023 and layover County Board Minutes of November 30, 2023, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Nabors, Salgado, and Scrol were absent.)

Board Member Nabors arrived at 6:04 p.m.

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for December 14, 2023. Board Member Thompson made a motion to approve the Consent Agenda which includes the

Raffle Report and Auditor's Report, seconded by Board Member Guevara. Motion was approved by a voice vote. (Board Members Goral, McCarthy, Salgado, and Scrol 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. **North Park Fire Protection District, Annual Compensation: Not to exceed \$1,500**
    1. Timothy Freiberg (New Appointment), Rockford, Illinois, 3-year term, November 2023 to November 2026
  - B. **Winnebago County Sheriff's Merit Commission, Annual Compensation: \$55 per meeting, not to exceed \$600 per year**
    1. Daniel Schlichting (New Appointment), Caledonia, Illinois, 6-year term, December 2023 to December 2029
    2. Kevin Gulley (New Appointment), Leaf River, Illinois, 6-year term, December 2023 to December 2029

### REPORTS FROM STANDING COMMITTEES

#### FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution to Approve Payment of Stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools (Boone and Winnebago Counties), seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)
10. Board Member Butitta made a motion to approve a Resolution Authorizing Agreement between the County of Winnebago, Illinois, and the YMCA of Rock River Valley for Project Safe Neighborhoods (PSN) Initiative, seconded by Board Member Lindmark. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)
11. Board Member Butitta made a motion to approve a Resolution Accepting Award and Authorizing Service Agreement for the Violent Crime Reduction in Illinois Communities (VCRIC) Program, seconded by Board Member Webster. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)
12. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendments for River Bluff Year End Adjustments to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Hoffman. Motion to suspend



was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.) Board Member Butitta made a motion to approve, seconded by Board Member Guevara. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)

13. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of Pending Litigation (Vasilija Mitrovic v. Susan Goral, et al.), seconded by Board Member Arena. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)

### **ZONING COMMITTEE**

14. No Report.

### **ECONOMIC DEVELOPMENT COMMITTEE**

15. Board Member Sweeny announced an upcoming meeting on Monday at 5:30.

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

16. Board Member McDonald made a motion to approve a Resolution Awarding Contract for Bulk Natural Gas Supply, seconded by Board Member Arena. Discussion by Chief Financial Officer Schultz. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)
17. Board Member McDonald read in for the first reading of an Ordinance Amending Chapter 62, Article IX (Regular Part-Time Employees) of the Winnebago County Code of Ordinances) to be Laid Over. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Hanserd. Motion to suspend was approved by a voice vote. (Board Member Fellars voted no.) (Board Members Goral, McCarthy, Salgado, and Scrol were absent.) Board Member McDonald made a motion to approve the Resolution, seconded by Board Member Penney. Board Member McDonald made a motion to amend the Resolution, seconded by Board Member Thompson. Motion to amend was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.) Board Member McDonald moved to approve the Amended Ordinance, seconded by Board Member Hanserd. Discussion by Human Resource Director Crozier, County Administrator Thompson, Chief of the Civil Bureau Vaughn, and Board Members Fellars and Arena. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)
18. Board Member McDonald made a motion to approve a Resolution Authorizing the Operation of Non-Highway Vehicles on Cunningham Road (Ch 49) and Winnebago Road (Ch 16) within the Village of Winnebago, seconded by Board Member Webster. Motion was approved by unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)

## PUBLIC WORKS COMMITTEE

19. No Report.

## PUBLIC SAFETY AND JUDICIARY COMMITTEE

20. Board Member Lindmark announced the Public Safety and Judiciary Committee will meet Wednesday, December 20<sup>th</sup>.

## UNFINISHED BUSINESS

### 21. **Zoning Committee**

1. Board Member Webster made a motion to deny a 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, District 4, Laid Over from November 30, 2023 Meeting, seconded by Board Member Lindmark. Discussion by Board Member Guevara. Motion to deny was approved by a voice vote. (Board Member Nabors voted no.) (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)

### **Operations and Administrative Committee**

1. Board Member McDonald made a motion to approve an Ordinance Adopting a Remote Work Policy Laid Over from November 30, 2023 Meeting, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Goral, McCarthy, Salgado, and Scrol were absent.)

## NEW BUSINESS

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

Board Member Crosby requested the following to be referred to Operations for further review:

1. Restore the Chairman's powers back to what they were on December 1, 2018.
2. The policy regarding Board Members to choose own Board seats on the floor.
3. Proclamations to be given at the podium by the Chairman.

## ANNOUNCEMENTS & COMMUNICATION

23. 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. Summary of November 14, 2023, Public Pre-Application Meeting with Constellation Energy Generation, LLC on Adoption of TSTF-591 (EPID L-2023-LRM-0098).
  - b. Federal Register/Vol. 88, No. 227/Tuesday, November 28, 2023/Notices.
  - c. Monthly Notice; Applications and Amendments to Facility Operating Licenses and Combines Licenses Involving No Significant Hazards Considerations.
  - d. Byron Station, Units 1 and 2, NRC Initial License Examination Report 05000454/2023301; 05000455/2023301.
- B. County Clerk Gummow submitted from the Illinois Environmental Protection Agency a Public Notice Renewal of Federally Enforceable State Operating Permit Buckeye Terminals LLC-Rockford Terminal in Rockford.
- C. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
- a. Winnebago County Treasurer Bank Balances –October, 2023
  - b. Collateralization Report – October, 2023
  - c. Investment Report - as of October, 2023

Board Member Hanserd asked the Board Members to keep Board Member Scrol in their prayers.

Board Member Lindmark asked to keep the family of Roscoe Police Chief Evans in their prayers.

Board member Thompson wished all a Merry Christmas.

### ADJOURNMENT

24. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Guevara. Motion was approved by a voice vote. The meeting was adjourned at 6:22 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk

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**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
JANUARY 11, 2024**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 11, 2024 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: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Thompson and Webster. (Board Member Tassoni was absent.)

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

5. Awards - None
- Presentations - Michael Dunn Jr. and Eric Setter-Agent for the Winnebago County Trustee Program. Discussion by Chief Operations Officer/Director of Development Services Dornbush, Chairman Chiarelli, and Board Members Arena, Penney, Goral and Webster
- Public Hearings - None
- Public Participation- None

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Guevara made a motion to approve County Board Minutes of November 30, 2023 and layover County Board Minutes of December 14, 2023, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for January 11, 2024. Board Member Thompson made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Guevara. Motion was approved by a voice vote. (Board Member Tassoni was absent.)

## APPOINTMENTS

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

## REPORTS FROM STANDING COMMITTEES

### FINANCE COMMITTEE

9. No Report.

### ZONING COMMITTEE

10. Board Member Webster read in for the first reading of Z-04-23 A Map Amendment to Rezone 2.41+- Acres from the RA, Rural Agricultural Residential District (a Sub-District of the RA District) to the RE, Rural Estate District (a Subdistrict of the RA District) for the property that is commonly known as 3176 Freeport Road, Rockton, IL 61072, in Rockton Township, District 2, to be laid over. Board Member Webster made a motion to suspend the rules, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.) Board Member Webster made a motion to approve, seconded by Board member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)

Board member Webster announced the next Zoning Board of Appeals meeting is tentatively scheduled for Tuesday, February 13, 2024 and the next Zoning Committee meeting is tentatively scheduled for Wednesday, February 21, 2024.

### ECONOMIC DEVELOPMENT COMMITTEE

11. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$65,000 from the Revolving Loan Fund to Xcel Foam and Packaging, LLC, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)
12. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a loan for \$50,000 from the Revolving Loan Fund to Rogue Event Rentals, LLC, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)

### OPERATIONS & ADMINISTRATIVE COMMITTEE

13. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Memorandum of Understanding for Information Technology Support Services for the Northern Illinois Training Advisory Board, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board member Tassoni was absent.)
14. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of an Intergovernmental Agreement for Information Technology Support Services Between the County of Winnebago, Illinois and the Rockford Housing Authority, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)
15. Board Member McDonald made a motion to approve a Resolution Awarding Fence Repair at Juvenile Detention Center Using CIP PSST 2023 Funds, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)
16. Board Member McDonald made a motion to approve a Resolution Awarding Tile and Grout Repairs at Juvenile Detention Center Using CIP PSST 2023 Funds, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)

#### **PUBLIC WORKS COMMITTEE**

17. Board Member Webster made a motion to approve (23-040) an Ordinance Establishing Speed Zone on Cunningham Road from Lamson Drive to Falconer Road, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)
18. Board Member Webster made a motion to approve (23-041) a Resolution Authorizing an Annual Professional Agreement with Geocon Professional Services for Geotechnical Engineering, Materials Engineering, Testing and Other Related Services, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)
19. Board Member Webster made a motion to approve (23-042) a Resolution Authorizing an Intergovernmental Cooperation Agreement between Winnebago County and Region 1 Planning Council for Implementation of a Section 319 US EPA Grant, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)
20. Board Member Webster made a motion to approve (23-043) a Resolution Permitting the Relocation of a Right-In/Right-Out Access on Perryville Road and Granting Full Access to Nimtze Road East of Perryville Road, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)

#### **PUBLIC SAFETY AND JUDICIARY COMMITTEE**

21. Board Member Lindmark made a motion to approve a Resolution Authorizing the Use of Propertyroom.com to Auction Items Stored in Evidence that have been Approved to be Auctioned or Destroyed, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)
22. Board Member Lindmark made a motion to approve a Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Winnebago, Illinois and the Illinois Department of Children and Family Services (DCFS), seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)
23. Board Member Lindmark made a motion to approve a Resolution Authorizing Independent Contractor Agreement for Services with Tommy Meeks as a Winnebago County Community Liaison, seconded by Board Member Webster. Discussion by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)
24. Board Member Lindmark made a motion to a approve a Resolution Authorizing Agreement Between the County of Winnebago, Illinois, the 17<sup>th</sup> Judaical Circuit Court and Remedies Renewing Lives, Inc., seconded by Board Member Hanserd. Discussion by Board Member Hanserd. Discussion by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)
25. Board Member Lindmark made a motion to approve a Resolution Authorizing Agreement Between the County of Winnebago, Illinois, and Rosecrance, Inc. for Court-Ordered Assessments Program, seconded by Board Member McCarthy. Discussion by Board Members Nabors and Arena. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)

#### UNFINISHED BUSINESS

26. None.

#### NEW BUSINESS

27. **(Per County Board rules, passage will require a suspension of Board rules).**
  - A. Resolution Awarding State Lobbyist/Consulting Services  
Board Member Salgado made a motion to suspend the rules, seconded by Board Member Guevara. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.) Board Member Salgado made a motion to approve the Resolution, seconded by Board Member Fellars. Discussion by Board Members Salgado, Webster, Crosby, and McCarthy. Motion was approved by a voice vote. (Board Member Webster voted no.) (Board Member Tassoni was absent.)

#### ANNOUNCEMENTS & COMMUNICATION

28. 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 No. 1, Relief from the Requirements of the ASME Code (EPID L-2023-LLR-0049)
    - b. Byron Station, Unit Nos. 1 and 2-Exemption from Select Requirements of 10 CFR Part 73 (EPID L-2023-LLE-0027 [Security Notifications, Reports, and Recordkeeping and Suspicious Activity Reporting])
    - c. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-Issuance of Amendment Nos. 234, 234, 234, and 234 Regarding Adoption of TSTF-370 (EPID L-2023-LLA-0087)
    - d. Summary of December 11, 2023, Presubmittal Meeting between the U.S. Nuclear Regulatory Commission and Constellation Energy Generation, LLC, Regarding Deletion of Technical Specification 5.6.5.b.5 (EPIDCL-2023-LRM-0099)
    - e. Federal Register/Vol. 88, No. 246/Tuesday, December 26, 2023/Notices
    - f. Federal Register/Vol. 89, No. 1/Tuesday, January 2, 2024/Notices
  - B. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
    - a. Winnebago County Treasurer Bank Balances –November, 2023
    - b. Investment Report - as of December 1, 2023

**CLOSED SESSION**

29. Chairman Chiarelli entertained a motion to go into Closed Session to discuss Pending Litigation. Board Member Guevara made a motion to close the meeting pursuant to the provisions of Section 2C-11 of the Illinois Open Meeting Act 5 ILCS 120/2 (c)(11), seconded by Board Member Sweeney. The motion was approved by a roll call vote of 19 yes votes. (Board Member Tassoni was absent.) The Meeting closed at 6:55 p.m.
30. Chairman Chiarelli entertained a motion return to the Regular Adjourned County Board Meeting. Board Member Webster made a motion to return to the Regular Adjourned County Board Meeting, seconded by Board Member Thompson. Motion was approved by a roll call vote of 17 yes votes. (Board Members Fellars, Guevara and Tassoni were absent.)



31. The Meeting reconvened at 7:43 p.m. Chairman Chiarelli announced that no action was taken during the Closed Session.

**ADJOURNMENT**

32. 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 Fellars, Guevara, and Tassoni were absent.) The meeting was adjourned at 7:44 p.m.

Respectfully submitted,



Lori Gummow

County Clerk

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# **CONSENT AGENDA**

# RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
2 different organization for 2 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
31050	1	Pheasants Forever Kish #157	03/1/2024-03/01/2024	\$4,975.00
31051	1	Montessori Private Academy	01/26/2024-03/10/2024	\$10,000.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

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

This concludes my report,

Deputy Clerk Lisa Nolley

LORI GUMMOW  
 Winnebago County Clerk

Date 25-Jan-24

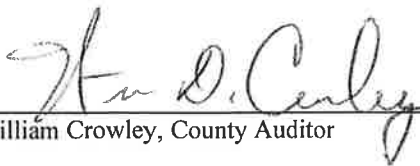
RESOLUTION

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	\$	306,560
101	PUBLIC SAFETY TAX	\$	84
103	DOCUMENT STORAGE FUND	\$	7,695
105	VITAL RECORDS FEE FUND	\$	54
106	RECORDERS DOCUMENT FEE FUND	\$	8,427
111	CHILDREN'S WAITING ROOM FUND	\$	8,542
114	911 OPERATIONS FUND	\$	52,609
115	PROBATION SERVICE FUND	\$	14,721
116	HOST FEE FUND	\$	45,000
123	STATE DRUG FORFEITURE ST ATTY	\$	6,690
131	DETENTION HOME	\$	65,072
155	MEMORIAL HALL	\$	400
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	12,761
158	CHILD ADVOCACY PROJECT	\$	2,032
161	COUNTY HIGHWAY	\$	32,217
162	COUNTY BRIDGE FUND	\$	432
164	MOTOR FUEL TAX FUND	\$	3,929
169	HIGHWAY REBUILD IL GRANT	\$	1,776
185	HEALTH INSURANCE	\$	1,391,496
194	TORT JUDGMENT & LIABILITY	\$	168,748
196	MENTAL HEALTH TAX FUND	\$	110,365
258	2022 GO REFUNDING BONDS	\$	750
301	HEALTH GRANTS	\$	164,043
304	PROBATION GRANTS	\$	74,186
309	CIRCUIT COURT GRANT FUND	\$	176,028
314	CJCC GRANTS FUND	\$	391
401	RIVER BLUFF NURSING HOME	\$	331,760
410	ANIMAL SERVICES	\$	3,324
420	555 N COURT OPERATIONS FUND	\$	3,907
430	WATER FUND	\$	7,198
501	INTERNAL SERVICES	\$	2,169
			<hr/>
	TOTAL THIS REPORT	\$	3,003,366

The adoption of this report is hereby recommended:

  
\_\_\_\_\_  
William Crowley, County Auditor

ADOPTED: This 25th day of January 2024 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



# Executive Summary

Date: January 25, 2024

From: County Board Chairman Joseph V. Chiarelli

Topic: **Winnebago County Sheriff's Merit Commission Appointment**

**State of Illinois Public Act 099-0634** requires disclosure of appointments to local public entities. **County Code Chapter 2, Article II, Division 4, Section 2-88** states, "The Chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county board, or as otherwise provided by law."

**Recommendation:** County Board Chairman Joseph V. Chiarelli recommends the following persons to serve as County appointees:

.....

**Michael Purin** of Caledonia, Illinois, **Michael Tulley** of Rockford, Illinois and **Ryan Fritz** of Rockford, Illinois to serve 6-year terms from December 2020 – December 2026 on the Winnebago County Sheriff's Merit Commission.

Winnebago County Sheriff's Merit Commission	
<i>Location:</i>	650 West State Street, Rockford, IL 61101
<i>Service Description:</i>	The Merit Commission shall promulgate rules, regulations, and procedures for the operation of the merit system and administer the merit system. These rules, regulations, and procedures shall provide for the appointment, promotion, disciplining, and discharging of deputies and correctional officers in the office of Sheriff pursuant to recognized merit principles of public employment.
<i>Board Composition:</i>	Five (5) commissioners, appointed to six (6) year terms by the Sheriff, with the approval of a majority of the members of the county board, If the Sheriff fails to appoint a person to fill the vacancy within 30 days, the Chairman of the County Board shall appoint a person to fill the unexpired portion of the term, with the approval of a majority of the members of the county board. No more than 3 members may be affiliated with the same political party. No member of the commission shall hold a statutory partisan political office.
<i>Compensation:</i>	\$55 per meeting, not to exceed \$600 per year
<i>Bond:</i>	
<i>Attorney:</i>	State's Attorney's Office
<i>Meetings:</i>	
<i>Origin of Entity:</i>	<a href="https://www.ilga.gov/legislation/ilcs/documents/005500050K3-8003.htm">https://www.ilga.gov/legislation/ilcs/documents/005500050K3-8003.htm</a>
<i>Property Tax/Funding:</i>	
<i>Consolidation/Dissolution Plans:</i>	none

# **Reports of Standing Committees**



# **FINANCE COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Lafakeria S. Vaughn  
**Committee:** Finance Committee  
**Committee Date:** January 18, 2024  
**Resolution Title:** Resolution Authorizing Execution of the Charter Communications Cable Television Franchise Agreement Amendment  
**County Code:** Not Applicable  
**Board Meeting Date:** January 25, 2024

**Budget Information:**

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

**Background Information:** Spectrum Mid-America, LLC, an indirect subsidiary of Charter Communications, LLC (Charter Communications) currently provides cable video programming services within unincorporated Winnebago County, Illinois pursuant to a cable television franchise granted by the County of Winnebago, Illinois (“County”) in June, 2013.

The County executed a renewal of its cable franchise agreement with Charter Communications on June 28, 2023 (“Franchise”). The Franchise includes provisions that were not subject to negotiation and thus the Franchise requires modifications and amendment. The prior Franchise agreement which expired by its terms on June 30, 2023, after a mutual sixty (60) day extension, has remained in full force and effect until approval of this Amendment.

**Recommendation:** Staff concurs

**Legal Review:** Legal review conducted by the State’s Attorney’s Office

**Follow-Up:** On behalf of the County, the Winnebago County Board Chairman will execute the Franchise amendment.

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

2024 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

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**RESOLUTION AUTHORIZING EXECUTION OF THE CHARTER  
COMMUNICATIONS CABLE TELEVISION FRANCHISE AGREEMENT  
AMENDMENT**

---

**WHEREAS**, Spectrum Mid-America, LLC, an indirect subsidiary of Charter Communications, LLC (“Charter Communications”) currently provides cable video programming services within unincorporated Winnebago County, Illinois pursuant to a cable television franchise granted by the County of Winnebago, Illinois (“County”) in June, 2013; and

**WHEREAS**, the County executed a renewal of its cable franchise agreement with Charter Communications, on June 28, 2023 (“Franchise”); and

**WHEREAS**, the Franchise includes provisions that were not subject to negotiation and thus the Franchise requires modifications and amendment; and

**WHEREAS**, the prior Franchise agreement which expired by its terms on June 30, 2023, after a mutual sixty (60) day extension, has remained in full force and effect until approval of certain modifications and amendments (“Franchise Amendment”); and

**WHEREAS**, the County and Charter Communications agree to the Franchise Amendment.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that Joseph V. Chiarelli, the Winnebago County Board Chairman is hereby authorized and directed to execute the Charter Communications Cable Television Franchise Agreement Amendment by and between the County of Winnebago, Illinois and Spectrum Mid-America, LLC, an indirect subsidiary of Charter Communications, LLC, 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.

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 \_\_\_\_\_ 2024.

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

**CHARTER COMMUNICATIONS**  
**CABLE TELEVISION FRANCHISE AGREEMENT AMENDMENT**

**WHEREAS**, cable providers are required to negotiate an agreement for use of public right-of-way with the County of Winnebago, Illinois (“Grantor”); and

**WHEREAS**, the Grantor executed a renewal of its cable franchise agreement with Spectrum Mid-America, LLC, an indirect subsidiary of Charter Communications, LLC (“Grantee”), on June 28, 2023 (“Franchise”); and

**WHEREAS**, the Franchise includes provisions that were not subject to negotiation and thus the Franchise requires modifications and amendment prior to Grantee’s acceptance; and

**WHEREAS**, the prior Franchise agreement which expired by its terms on June 30, 2023, after a mutual sixty (60) day extension, has remained in full force and effect until approval of certain modifications and amendments (“Franchise Amendment”); and

**WHEREAS**, Grantor and Grantee agree to the following Franchise Amendment;

**NOW, THEREFORE, THE FOLLOWING AMENDMENTS ARE MADE:**

First, in Section 1 of the Franchise, the definition of “Grantee” is replaced with the following:

“Grantee” shall mean Spectrum Mid-America, LLC.

In addition, the following term shall be added to Section 1 of the Franchise:

“Effective Date” of the Franchise and Franchise Amendment will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise Amendment.

Second, Sections 2.2, 4.6, 4.7, 6.1 and 7.2 of the Franchise are deleted and replaced with the following:

**Section 2.2** Term of Franchise. The term of the Franchise granted hereunder shall terminate on June 27, 2033, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee, regardless of whether said prior Franchise or franchise agreements are in effect.

**Section 4.6** Service to School Buildings and Governmental Facilities. Grantee shall comply with complimentary service provisions of 220 ILCS 5/22-501(f) and any other applicable federal laws.

**Section 4.7** Emergency Alerts. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

**Section 6.1** Transfer of Cable System or Franchise or Control of Grantee. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee’s request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

**Section 7.2** Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, elected officials, boards, commissions, agents, and employees for all claims for injury or damages to any Person or property caused by the Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, elected officials, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury or damages to any Person or property arising out of the Grantee’s construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee reasonably prompt written notice of its obligation to indemnify the Grantor at least ten (10) days prior to the deadline for the response or if no such deadline exists not later than thirty (30) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor, its officers, elected officials, boards, commissions, agents, and employees or for the Grantor’s use of the Cable System. Nothing herein shall be construed to limit the Grantee’s duty to indemnify the Grantor by reference to the limits of insurance coverage described in this Agreement.

Third, Sections 7.2.1 and 7.2.2 are deleted in their entirety.

Fourth, Section 8 is deleted in its entirety.

All other sections of the Franchise are approved and accepted by the Grantor and Grantee and shall take effect as of the Effective Date.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024

County of Winnebago, Illinois

By: \_\_\_\_\_

Print Name: Joseph V. Chiarelli

Title: Chairman of the County Board  
of the County of Winnebago, Illinois

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2024

Spectrum Mid-America, LLC

By: Charter Communications Inc., its Manager

By: \_\_\_\_\_

Print Name: Paul Abbott

Title: Vice President, Local Government Affairs &  
Franchising  
Charter Communications, Inc.

**CABLE TELEVISION FRANCHISE AGREEMENT**  
**BY AND BETWEEN**  
**THE COUNTY OF WINNEBAGO, ILLINOIS**  
**And**  
**CHARTER COMMUNICATIONS**

This Cable Television Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the County of Winnebago, Illinois (hereinafter, the “County”) and Spectrum Mid-America, LLC, locally known as Charter Communications, (hereinafter, “Grantee”) this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”).

The County, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television



broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“County” means the County of Winnebago, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the County, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the unincorporated areas within the present legal boundaries of the County as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Charter Cable Partners, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees, equipment rental fees, and late fees. Gross revenues shall also include such other revenue sources directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include

refundable deposits, bad debt, investment income, programming launch support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *County of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *County of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the County.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the County in the Franchise Area, which shall entitle the County and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the County within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the County and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

## **SECTION 2: Grant of Authority**

2.1. The County hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee, regardless of whether said prior Franchise or franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the County of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the County pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the County to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the County, or (C) be construed as a waiver or release of the rights of the County in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. No cable system shall be allowed to occupy or use the public right-of-way of the Franchise Area or be allowed to operate without a Franchise.

2.6.2. In the event the County grants an additional Franchise to use and occupy the public right-of-way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 55 ILCS 5/5-1095.

2.6.3. In the event an application for a new cable television franchise or other similar authorization is filed with the County proposing to serve the Franchise Area, in whole or in part, the County shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.4. During the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the County, provided that Grantee shall have timely made all payments to the County pursuant to Section 5.1 of this Franchise Agreement.

2.6.5. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the County while used in the course of installation, repair and maintenance work on the Cable System.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable rules and regulations, including amendments thereto, as established by the Winnebago County Highway Department pertaining to the occupancy and use of the Public Way that are generally applicable to all occupants and users of the Public Way. Grantee shall be a member of the Joint Utility Location Information for Underground Excavator (J.U.L.I.E.).

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. Where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds, or payment in advance from private funds, allocated for the project to the same extent as such funds are made available to other users of the Rights-of-Way, provided that any utility's exercise of authority granted under its tariff to charge consumers for the cost of the project shall not be considered to be public or private funds.

3.4. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

**SECTION 4: Service Obligations**

4.1. General Service Obligation. It shall be Grantee's policy to make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Grantee's distribution cable. Notwithstanding the foregoing, the Grantee (a) shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, and (b) shall not be obligated to provide Cable Service to any area which is financially or technically infeasible.

4.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children's	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Arts, Culture and Performing Arts	News & Information	Educational

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.3. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time.

4.4. New Developments. The County shall provide the Grantee with written notice of the issuance of building or development permits within the Franchise Area for projects requiring undergrounding of cable facilities at the time of notice to all other utilities or like occupants of the County's rights-of-way. The County agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches.

4.5. Annexations. The County shall notify the Grantee of any and all planned developments within the Franchise Area or those located in areas expected to be annexed. Such notices shall be provided at the time of notice to all other utilities or like occupants of the County's rights-of-way. The County shall provide summaries of all planned developments in the County or the areas expected to be annexed. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering,

construction and capital resources. Should the County fail to provide advance notice of such developments the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The County may request that Grantee provide Cable Service and the corresponding equipment to the location(s) specified in Attachment A and shall specify the requested level of services and number of outlets for each location. Upon written notice to Grantee, the County may unilaterally amend Attachment A to add or remove locations provided any additional locations are “eligible” under 220 ILCS. 5/22 501(f). The County shall notify Grantee in writing whether it wishes to be invoiced at standard rates as disclosed by Grantee for these services and equipment or to have the charges deducted from the franchise fee payment due pursuant to this franchise (consistent with the Federal Communications Commission’s (FCC) Third 621 Report and Order, 84 Fed. Reg. 44,725-01). Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the State of Illinois “Emergency Alert System” plan, as it may be amended from time to time. The County agrees to indemnify and hold the Grantee harmless from any damages or penalties arising solely out of the negligence of the County, its employees or agents in using such system.

4.8. Customer Service Obligations. The County and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

**SECTION 5: Oversight and Regulation by County**

5.1. Franchise Fees. The Grantee shall pay to the County a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation

of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein, shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the County shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the County to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the County would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the County may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the County up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the County conducts a public hearing on the proposed amendment; (iii) the County approves the amendment by ordinance; and (iv) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: (i) the maximum permissible franchise fee percentage; (ii) the lowest franchise fee percentage paid by than any other cable provider granted a cable franchise by the County pursuant to Title 47; or, (iii) such franchise fee percentage as may be approved by the County, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the County approves the amendment by ordinance; and (d) the County notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The County and Grantee acknowledge that the audit standards are set forth in the Illinois Counties Code at 55 ILCS 5/5-1095.1 (County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 55 ILCS 5/5-1095.1 the County shall provide on an annual basis, a complete list of addresses within the corporate limits of the County. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from siting errors if it used a reasonable methodology to assign the address or addresses to the County.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The County agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the County has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the County shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the County from and against any claims arising from the County’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the County with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the County, shall not be a violation of this Section.

## **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Charter Cable Partners, LLC. Within thirty (30) days of receiving a request for consent, the County shall, in accordance with FCC rules and regulations, notify the Grantee in



writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the County has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

#### **SECTION 7: Insurance and Indemnity**

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the County certificates of insurance designating the County and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury or death to any one person, and two million dollars (\$2,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and one million dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the County. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the County from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing, operating, maintaining, and/or removing its Cable System within the County. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The County shall give the Grantee timely written notice of its obligation to indemnify and defend the County after the County's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the County. If the County elects in its own discretion to employ additional counsel, the costs for such additional counsel for the County shall be the responsibility of the County.

7.2.1. The Grantee shall not indemnify the County for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the County, its officers, employees and agents; nor for the County's use of the Cable System, including PEG channels.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the County by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the County's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the County does not utilize a PEG Channel. To the extent Grantee currently provides playback of PEG programming (e.g., playback of the video coverage of the County's board meetings), the Grantee shall continue to cablecast the meetings for which video coverage is provided by the County. In the event the Grantee decides to cease providing playback of PEG programming, if any, the Grantee shall notify the County.

Upon written request by the County, the Grantee shall provide the County with one (1) PEG Channel within one hundred eighty (180) days of that request, as provided for herein. The Grantee agrees to submit a cost estimate to establish an Origination Point and activate a PEG Channel within a reasonable period of time after the County's request. The County may accept or decline Grantee's cost estimate in the County's sole discretion. After an agreement to reimburse the Grantee the costs of establishing an Origination Point and activating the PEG Channel, the Grantee shall proceed to activate the PEG Channel within the number of days set forth above. If no agreement is reached between Grantee and County, Grantee is not obligated to establish an Origination Point and activate the PEG Channel. Unless otherwise agreed to by the County and the Grantee to the extent required by applicable law, the PEG Channel shall be carried on the Grantee's basic digital service tier. The County's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. However, the PEG channel is, and shall be, operated by the County, and the County may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users.

8.3. Origination Point. At such time that the County determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from County facilities; or at such time that the County determines that it wants to change or upgrade a location from which PEG access programming is originated; the County will give the Grantee written notice detailing the point of origination and the capability sought by the County. The Grantee agrees to submit a cost estimate to implement the County's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the

Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the County to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. PEG Capital Support. At its sole discretion, the County may designate PEG access capital projects to be funded by the County. The County shall send written notice of the County's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (which may include the establishment of an Origination Point and activation of a PEG Channel), and the Grantee shall have the opportunity to review and make recommendations upon the County's plan prior to agreeing to collect and pay to the County the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the County shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the County to make large capital expenditures, if necessary, as long as the County spends the entire amount collected by the end of the term of this Agreement. Moreover, if the County chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the County shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the County's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by Chase Bank U.S.A. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the County shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and County agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the County and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the County does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation

from the County upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

### **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the County believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the County's written notice: (A) to respond to the County, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the County determines that the Grantee is in default of any material provision of the Franchise, the County may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The County agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

9.4.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

9.4.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

**SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. Any notification that requires a response or action from a party to this Franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this Franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the County:

County of Winnebago, Illinois  
404 Elm Street  
Rockford, Illinois 61101  
Attn: County Board Chairman  
Email: BoardOffice@admin.wincoil.gov

To the Grantee:

Charter Communications  
Attn: Director of Government Affairs  
3030 Roosevelt Avenue  
Indianapolis, IN 46218  
Email: LeeAnn.Herrera@charter.com

With a copy to:

Charter Communications  
Attn: Vice President of Gov't Affairs  
601 Massachusetts Avenue NW,  
Suite 400W  
Washington, DC 20001

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the County and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances,

understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The County may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the County and the Grantee, which amendment shall be authorized on behalf of the County through the adoption of an appropriate resolution or order by the County, as required by applicable law.

10.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

<signature page follows>

**For the County of Winnebago, Illinois:**

**For Spectrum Mid-America, LLC, locally known as Charter Communications:**

By: Joseph V. Chiarelli

By: \_\_\_\_\_

Name: JOSEPH V. CHIARELLI

Name: \_\_\_\_\_

Title: WINNEBAGO COUNTY BOARD CHAIRMAN

Title: \_\_\_\_\_

Date: 6/28/2023

Date: \_\_\_\_\_



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 18, 2024  
**Resolution Title:** Ordinance to Abate the 2012C State Income Tax Alternate Bond Property Tax Levy for the year 2023 Payable 2024  
**County Code:** Not Applicable  
**Board Meeting Date:** January 25, 2024

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

**Background Information:**

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2023 payable 2024. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the 2012C State Income Tax Alternate Bond Property Tax Levy for the year 2023 payable 2024.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.



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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2024 CO

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**ORDINANCE TO ABATE THE 2012C STATE INCOME TAX ALTERNATE BOND  
PROPERTY TAX LEVY FOR THE YEAR 2023 PAYABLE 2024**

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**WHEREAS**, on June 12, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003-CO-54 which gave the County of Winnebago the authority to sell Alternative Bonds in an amount not to exceed \$1,340,000 for the purpose of capital improvements to certain County owned buildings; and

**WHEREAS**, on August 14, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003-CO-85 which the Board ordained to issue \$1,340,000; and

**WHEREAS**, on February 23, 2006 the County Board of the County of Winnebago passed Ordinance No. 2006-CO-20 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$3,500,000 to raise money for the purpose of defraying the cost of capital improvements to certain County buildings; and

**WHEREAS**, on April 27, 2006 the County Board of the County of Winnebago passed Ordinance No. 2006-CO-58 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$3,500,000 in Alternate Bonds authorized in 2006-CO-20; and

**WHEREAS**, on April 26, 2012 the County Board of the County of Winnebago adopted Ordinance No. 2012-CO-031, which provides for the issuance and sale of \$3,285,000 General Obligation Refunding Bonds, Series 2012C to refund all of the \$710,000 Outstanding Bonds of Series 2003D and a portion of the \$2,800,000 Outstanding Bonds of Series 2012C; and

**WHEREAS**, the Alternate Bond Ordinance provides that the principal and interest payments on the aforesaid Alternate Bonds shall be made from State Income Tax Dollars (Pledged Revenues), which have been pledged towards the payment of the Bonds; and

**WHEREAS**, the Alternate Bond Ordinance provides the County shall also levy an annual 2012C State Income Tax Alternate Bond Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due for each year in which any of the Bonds are outstanding; and

**WHEREAS**, the County ordained to levy a 2023 payable 2024, 2012C State Income Tax Alternate Bond Property Tax sufficient to produce the sum of \$272,950 the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2024; and

**WHEREAS**, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2012C State Income Tax Alternate Bond Property Tax for the 2023 payable 2024 tax year.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board for the County of Winnebago, Illinois that the 2012C State Income Tax Alternate Bond Property Tax Levy in the amount of \$272,950 for the tax year 2023 payable 2024 is hereby abated in its entirety.

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

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 \_\_\_\_\_ 2024.

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 18, 2024  
**Resolution Title:** Ordinance to Abate the 2016E Public Safety Sales Tax Alternative Bond Property Tax Levy for the Year 2023 Payable 2024  
**County Code:** Not Applicable  
**Board Meeting Date:** January 25, 2024  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2022 payable 2023. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2023 payable 2024.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2024 CO

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**ORDINANCE TO ABATE THE 2016E PUBLIC SAFETY SALES TAX  
ALTERNATIVE BOND PROPERTY TAX LEVY FOR THE YEAR 2023 PAYABLE 2024**

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**WHEREAS**, on May 22, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003 CO-44 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$115,000,000 to raise money for the purpose of paying the expenses of acquisition of land, and construction of a new Criminal Justice Center; and

**WHEREAS**, on September 4, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003-CO-I 06 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$25,000,000 in Alternate Bonds; and

**WHEREAS**, the County Board determined that it was necessary and in the best interest of the County to obtain net present value interest savings and to restructure the indebtedness represented by the Series 2003E Bonds and to refund the portion of the Bonds of the outstanding Series 2003E Bonds maturing in each of the years 2020 to 2022 inclusive; and

**WHEREAS**, the County Board adopted Ordinance No. 2006-CO-143 on November 21, 2006 authorizing the issuance, and providing for the sale of, the County's General Obligation Refinancing Alternate Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2006E in the amount of \$18,765,000; and

**WHEREAS**, the County Board approved Ordinance No. 2016-CO-I 19 on November 10, 2016 authorizing and providing for the issuance and sale of \$18,515,000 General Obligation Alternate Refunding Bonds, Series 2016E of the County of Winnebago, Illinois for the purpose of currently refunding and restructuring a portion of the outstanding General Obligation Alternate Refunding Bonds 2016E; and

**WHEREAS**, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual 2016E Public Safety Sales Tax Alternate Bond Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the Bonds are outstanding; and

**WHEREAS**, in said Section 20, the County ordained to levy a 2023 payable 2024, 2016E Public Safety Sales Tax Alternate Bond Property Tax sufficient to produce the sum of \$656,450 the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2024; and

**WHEREAS**, Section 22 of the Alternate Bond Ordinance authorizes the County Board to abate each annual 2016E Public Safety Sales Tax Alternate Bond Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the 2016E Public Safety Sales Tax Alternate Bond Fund to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and

**WHEREAS**, there is presently at least \$656,450 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2024; and

**WHEREAS**, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2016E Public Safety Sales Tax Alternate Bond Property Tax for the 2023 payable 2024 tax year.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board for the County of Winnebago, Illinois that the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy in the amount of \$656,450 for the 2023 payable 2024 tax year is hereby abated in its entirety.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JEAN CROSBY

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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JOHN F. SWEENEY

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MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 18, 2024  
**Resolution Title:** Ordinance to Abate the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternative Bond Property Tax Levy for the Year 2023 Payable 2024  
**County Code:** Not Applicable  
**Board Meeting Date:** January 25, 2024  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2023 payable 2024. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the 2017C Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2023 payable 2024.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.



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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2024 CO

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**ORDINANCE TO ABATE THE 2017C TORT PROPERTY TAX AND  
QUARTER CENT SALES TAX ALTERNATIVE BOND PROPERTY TAX LEVY  
FOR THE YEAR 2023 PAYABLE 2024**

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**WHEREAS**, on December 22, 2009 the County Board of the County of Winnebago, Illinois passed Ordinance No. 2009-CO-87 (hereinafter referred to as "Alternate Bond Ordinance") which gave the County the authority to sell Alternate Bonds for the purpose of paying expenses associated with certain tort obligations in excess of insurance coverage; and

**WHEREAS**, on March 12, 2010 the County of Winnebago, pursuant to the Alternate Bond Ordinance, sold Alternate Bonds having an aggregate face value of \$13,000,000; and

**WHEREAS**, on April 27, 2017, the County Board of the County of Winnebago, Illinois approved Ordinance No. 2017-CO-046 which authorizes and provides for the issuance and sale of up to \$10,250,000 General Obligation Alternate Refunding Bonds (Tort Fund Property Tax Alternate Revenue Sources) Series 2017C of the County of Winnebago, Illinois for the purpose of advance refunding a portion of the Outstanding Aggregate Principal Amount of General Obligation Alternate Bonds (Tort Fund Property Tax Alternate Revenue Source), Series 2010A; and

**WHEREAS**, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from the Tort Fund Property Tax; and

**WHEREAS**, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the aforementioned Bonds are outstanding; and

**WHEREAS**, in Section 20 of the Alternate Bond Ordinance the County ordained to levy a 2023 payable 2024 Property Tax sufficient to produce the sum of \$975,750 (the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2024); and

**WHEREAS**, Section 22 of the Alternate Bond Ordinance provides, that the County Treasurer shall deposit Pledged Revenues into the Pledged Revenues subaccount of the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Series 2017C Bonds in the following year and upon the deposit of such monies for such year, the County may abate the Alternate Bond Property Tax Levy for that year; and

**WHEREAS**, there is at least \$975,750 in the aforesaid Pledged Revenues Subaccount to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2024; and

**WHEREAS**, pursuant to the terms of the Alternate Bond Ordinance it is no longer necessary for the County to levy a 2017C Alternate Bond Property Tax for the 2023 payable 2024 tax year; and

**WHEREAS**, it is in the best interest of the people of the County of Winnebago, Illinois that the 2017C Alternate Bond Property Tax Levy be abated in the total amount of \$975,750.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that the 2017C Alternate Bond Property Tax Levy for the 2023 payable 2024 tax year in the amount of \$975,750 is hereby abated in its entirety.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

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JOHN BUTITTA, CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JEAN CROSBY

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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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 \_\_\_\_\_ 2024.

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



## Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 18, 2024  
**Resolution Title:** Ordinance to Abate the tax hereto levied for the year 2023 payable 2024 to pay the principal of and interest on Taxable General Obligation Bonds (Alternative Revenue Source) Series 2018 of Winnebago County, Illinois  
**County Code:** Not Applicable  
**Board Meeting Date:** January 25, 2024  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

### Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2023 payable 2024. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the 2018 General Obligation Bonds Property Tax Levy for the Year 2023 payable 2024.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2024 CO

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**ORDINANCE TO ABATE THE TAX HERETO LEVIED FOR THE YEAR 2023 PAYABLE  
2024 TO PAY THE PRINCIPAL OF AND INTEREST ON TAXABLE GENERAL  
OBLIGATION BONDS (ALTERNATIVE REVENUE SOURCE)  
SERIES 2018 OF WINNEBAGO COUNTY, ILLINOIS**

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**WHEREAS**, the County Board of Winnebago County, Illinois, by an ordinance adopted on the 25th day of October 2018, (as amended and supplemented, the "Bond Ordinance"), did provide the (i) the issue of Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018 (the "Bonds"), (ii) the pledge of taxes levied upon all taxable property in the County for IMRF purposes (the "Pledged Revenues") to the payment of principal of and interest on the Bonds and (iii) the levy of a direct annual tax sufficient to pay such principal of and interest ( "Pledged Taxes") if the Pledged Revenues are insufficient to make such payment; and

**WHEREAS**, the Board has levied taxes for IMRF purposes for levy year 2023 payable 2024 (the "IMRF Levy") and filed the same with the County Clerk of the County (the "County Clerk"); and

**WHEREAS**, the County has received notice from the County Clerk that the tax rate for the IMRF Levy for levy year 2023 payable 2024 does not exceed the County's "limiting rate" for levy year 2023 payable 2024 calculated by the County Clerk in accordance with the provisions of the Property Tax Extension Limitation Law, as amended; and

**WHEREAS**, the IMRF Levy for levy year 2023 payable 2024 is not less than the amount of principal of and interest on the Bonds otherwise payable from Pledged Taxes levied for the year 2023 payable 2024; and

**WHEREAS**, it is necessary and in the best interests of the County that the Pledged Taxes levied for the year 2023 payable 2024 to pay the principal of and interest on the Bonds be abated.

**NOW THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, as follows: Section J. Abatement of Tax. The Pledged Taxes levied for the year 2023 payable 2024 in the Bond Ordinance are hereby abated in their entirety in the amount of \$2,212,891.

**BE IT FURTHER ORDAINED**, upon the adoption of this Ordinance, a certified copy hereof shall be filed with the County Clerk, and it shall be the duty of the County Clerk to abate the Pledged Taxes levied for the year 2023 payable 2024 in accordance with the provisions hereof.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

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JOHN BUTITTA, CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JEAN CROSBY

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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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 \_\_\_\_\_ 2024.

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 18, 2024  
**Resolution Title:** Ordinance to Abate the 2020A Alternative Revenue Bond Property Tax Levy for the Year 2023 Payable 2024  
**County Code:** Not Applicable  
**Board Meeting Date:** January 25, 2024  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2023 payable 2024. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the 2020A Alternate Revenue Bond Property Tax Levy for the Year 2023 payable 2024.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2024 CO

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**ORDINANCE TO ABATE THE 2020A ALTERNATIVE REVENUE BOND  
PROPERTY TAX LEVY FOR THE YEAR 2023 PAYABLE 2024**

---

**WHEREAS**, on January 23, 2020 the County Board of the County of Winnebago, Illinois adopted Ordinance No. 2020-CO-007 (the Authorizing Ordinance) authorizing the issuance of General Obligation Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Source) Series 2020A as provided in the Act, in an amount not to exceed \$4,000,000; and

**WHEREAS**, on May 14, 2020 the County Board of the County of Winnebago adopted Ordinance No. 2020-CO-039 (hereinafter referred to as "Alternate Bond Ordinance") which authorized and provided for the issuance of not to exceed \$4,000,000; and

**WHEREAS**, the Alternate Bond Ordinance gave the County the authority to sell Alternate Bonds for the purpose of constructing, maintaining and improving County highways, roads and bridges; and

**WHEREAS**, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from Matching Tax monies and Motor Fuel taxes which have been pledged towards the payment of the Bonds; and

**WHEREAS**, the Alternate Bond Ordinance also provides that the County shall levy and Alternate Bond Property Tax each year until the Bonds are fully paid, in an amount sufficient to fully make principal and interest payments on the Alternate Bonds as such payments come are; and,  
**WHEREAS**, on June 3, 2020 the County of Winnebago sold Alternate Bonds having a face value of \$2,590,000; and

**WHEREAS**, the County of Winnebago issued a Direction for Abatement of Taxes to abate from the taxes levied in the Bond Ordinance that amount representing the reduction to the County resulting from the sale of the Bonds in the amount and bearing interest at the rates as hereinabove referred to, the amount of such abatement and the remainder of such taxes so levied which is to be extended for collection; and



**WHEREAS**, Section 13 of the Alternate Bond Ordinance provides that when funds are available and on deposit in the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Series 2020A Bonds in the following year and upon the deposit of said monies for said year, the County may abate the Alternate Bond Property Tax Levy for that year; and

**WHEREAS**, there is at least \$399,500 in the aforesaid Bond Fund to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2023; and

**WHEREAS**, pursuant to the terms of the Alternate Bond Ordinance it is no longer necessary for the County to levy a 2020A Alternate Bond Property Tax for the 2023 payable 2024 tax year; and

**WHEREAS**, it is in the best interest of the people of the County of Winnebago, Illinois that the 2020A Alternate Bond Property Tax Levy be abated in the total amount of \$401,000.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that the 2020A Alternate Bond Property Tax Levy for the 2023 payable 2024 tax year in the amount of \$401,000 is hereby abated in its entirety.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this Tax Abatement Ordinance in the office of the Winnebago County Clerk.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

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JOHN BUTITTA, CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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JOHN F. SWEENEY

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MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 18, 2024  
**Resolution Title:** Ordinance to Abate the 2020B Alternative Revenue Bond Property Tax Levy for the Year 2023 Payable 2024  
**County Code:** Not Applicable  
**Board Meeting Date:** January 25, 2024  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2023 payable 2024. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the 2020B Alternate Revenue Bond Property Tax Levy for the Year 2023 payable 2024.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2024 CO

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**ORDINANCE TO ABATE THE 2020B ALTERNATIVE REVENUE BOND  
PROPERTY TAX LEVY FOR THE YEAR 2023 PAYABLE 2024**

---

**WHEREAS**, on July 22, 2010 the County Board of the County of Winnebago, Illinois passed Ordinance No. 2010-CO-59 (hereinafter referred to as "Alternate Bond Ordinance") which gave the County the authority to sell Alternate Bonds for the purpose of buying real property and paying the expenses associated with certain renovation/remodeling of the building; and

**WHEREAS**, on September 16, 2010 the County of Winnebago, pursuant to the Alternate Bond Ordinance, sold Alternate Bonds having an aggregate face value of \$4,000,000; and

**WHEREAS**, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from lease revenues from the Health Department and the Quarter Cent Sales Tax; and

**WHEREAS**, on May 14, 2020 the County Board of the County of Winnebago, Illinois approved Ordinance 2020-CO-040 which authorizes the issuance of not to exceed \$2,600,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2020B of the County of Winnebago, Illinois, for the purpose of refunding certain outstanding Alternate Bonds of said County entitled Series 2010C Bonds; and

**WHEREAS**, Section 11 of the 2020B Alternate Bond Ordinance provides the County shall also levy an annual Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the aforementioned Bonds are outstanding; and

**WHEREAS**, on June 3, 2020 the County of Winnebago sold Alternate Bonds having a face value of \$2,020,000, and

**WHEREAS**, the County of Winnebago issued a Certificate of Reduction of Taxes heretofore levied for the payment of Bonds on June 3, 2020 to abate the taxes levied in the Bond Ordinance that amount representing the reduction to the County resulting from the sale of the Bonds in the amount and bearing interest at the rates as herein above referred to, the amount of such abatement and the remainder of such taxes so levied which is to be extended for

collection; and, of such abatement and the remainder of such taxes so levied which is to be extended for collection; and

**WHEREAS**, Section 13 of the Alternate Bond Ordinance provides, that when funds are available and on deposit in the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Series 2020B Bonds in the following year and upon the deposit of said monies for said year, the County may abate the Alternate Bond Property Tax Levy for that year; and

**WHEREAS**, there is at least \$256,500 in the aforesaid Bond Account to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2024; and

**WHEREAS**, pursuant to the terms of the Alternate Bond Ordinance it is no longer necessary for the County to levy a 2020B Alternate Bond Property Tax for the 2023 payable 2024 tax year; and

**WHEREAS**, it is in the best interest of the people of the County of Winnebago, Illinois that the 2020B Alternate Bond Property Tax Levy be abated in the total amount of \$256,500.

**NOW THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that the 2020B Alternate Bond Property Tax Levy for the 2023 payable 2024 tax year in the amount of \$256,500 is hereby abated in its entirety.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

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JOHN BUTITTA, CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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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 \_\_\_\_\_ 2024.

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 18, 2024  
**Resolution Title:** Ordinance to abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bond Property Tax Levy for the Year 2023 Payable 2024  
**County Code:** Not Applicable  
**Board Meeting Date:** January 25, 2024  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2023 payable 2024. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the 2021A General Obligation Refunding Bonds (Alternative Revenue Source) Tax Levy for the Year 2023 payable 2024.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2024 CO

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**ORDINANCE TO ABATE THE GENERAL OBLIGATION REFUNDING BONDS  
(ALTERNATE REVENUE SOURCE), SERIES 2021A BOND  
PROPERTY TAX LEVY FOR THE YEAR 2023 PAYABLE 2024**

---

**WHEREAS**, the County had issued General Obligation Bonds (Alternate Revenue Source), Series 2012F (the "Prior Bonds"); and

**WHEREAS**, the Prior Bonds were issued to pay the costs of constructing water system and associated capital improvements within the I-39/Baxter Road Service Area (the "Area"); and

**WHEREAS**, the Prior Bonds were refinanced and retired on March 25, 2021; and

**WHEREAS**, \$3,485,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A, of The County of Winnebago, Illinois, for the purpose of refunding certain outstanding alternate bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment; and

**WHEREAS**, the Board has levied taxes for the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A and filed the same with the County Clerk of the County (the "County Clerk"); and

**WHEREAS**, the County has received notice from the County Clerk that the tax rate for the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bonds for levy year 2023 payable 2024 calculated by the County Clerk in accordance with the provisions of the Property Tax Extension Limitation Law, as amended; and

**WHEREAS**, the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bond Levy for levy year 2023 payable 2024 is not less than the amount of principal of and interest on the Bonds otherwise payable from Pledged Taxes levied for the year 2023 payable 2024; and

**WHEREAS**, it is necessary and in the best interests of the County that the Pledged Taxes levied for the year 2023 payable 2024 to pay the principal of and interest on the Bonds be abated; and



**WHEREAS**, there is at least \$399,200 in the aforesaid Bond Fund to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2024.

**NOW THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, as follows: In accordance with Section 11. Abatement of Tax. The Pledged Taxes levied for the year 2023 payable 2024 for the General Obligation Refunding Bonds (alternate revenue source), series 2021A Bond are hereby abated in their entirety in the amount of \$399,200.

**BE IT FURTHER ORDAINED**, upon the adoption of this Ordinance, a certified copy hereof shall be filed with the County Clerk, and it shall be the duty of the County Clerk to abate the Pledged Taxes levied for the year 2023 payable 2024 in accordance with the provisions hereof.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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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 \_\_\_\_\_ 2024.

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 18, 2024  
**Resolution Title:** Ordinance to abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bond Property Tax Levy for the Year 2023 Payable 2024  
**County Code:** Not Applicable  
**Board Meeting Date:** January 25, 2024  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2023 payable 2024. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the 2021B General Obligation Refunding Bonds (Alternative Revenue Source) Tax Levy for the Year 2023 payable 2024.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2024 CO

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**ORDINANCE TO ABATE THE GENERAL OBLIGATION REFUNDING BONDS  
(ALTERNATE REVENUE SOURCE), SERIES 2021B BOND  
PROPERTY TAX LEVY FOR THE YEAR 2023 PAYABLE 2024**

---

**WHEREAS**, the County had issued General Obligation Bonds (Alternate Revenue Source), Series 2012G (the "Prior Bonds"); and

**WHEREAS**, the Prior Bonds were issued to pay the costs of constructing improvements along Baxter Road and acquisition of a waterworks system from the Village of Cherry Valley (the "water system"); and

**WHEREAS**, the Prior Bonds were refinanced and retired on March 25, 2021; and

**WHEREAS**, \$1,365,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B, of The County of Winnebago, Illinois, for the purpose of refunding certain outstanding alternate bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment; and

**WHEREAS**, the Board has levied taxes for the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B and filed the same with the County Clerk of the County (the "County Clerk"); and

**WHEREAS**, the County has received notice from the County Clerk that the tax rate for the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bonds for levy year 2023 payable 2024 calculated by the County Clerk in accordance with the provisions of the Property Tax Extension Limitation Law, as amended; and

**WHEREAS**, the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bond Levy for levy year 2023 payable 2024 is not less than the amount of principal of and interest on the Bonds otherwise payable from Pledged Taxes levied for the year 2023 payable 2024; and

**WHEREAS**, it is necessary and in the best interests of the County that the Pledged Taxes levied for the year 2023 payable 2024 to pay the principal of and interest on the Bonds be abated; and

**WHEREAS**, there is at least \$158,050 in the aforesaid Bond Fund to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2024.

**NOW THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, as follows: In accordance with Section 11. Abatement of Tax. The Pledged Taxes levied for the year 2023 payable 2024 for the General Obligation Refunding Bonds (alternate revenue source), series 2021B Bond are hereby abated in their entirety in the amount of \$158,050.

**BE IT FURTHER ORDAINED**, upon the adoption of this Ordinance, a certified copy hereof shall be filed with the County Clerk, and it shall be the duty of the County Clerk to abate the Pledged Taxes levied for the year 2023 payable 2024 in accordance with the provisions hereof.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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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 \_\_\_\_\_ 2024.

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 18, 2024  
**Resolution Title:** Ordinance to Abate the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2022 Bonds Property Tax Levy for the Year 2023 Payable 2024  
**County Code:** Not Applicable  
**Board Meeting Date:** January 25, 2024  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

**Background Information:** The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2023 payable 2024. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of an ordinance to abate the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2022 Bonds Property Tax Levy for the Year 2023 Payable 2024.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2024 CO

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**ORDINANCE TO ABATE THE GENERAL OBLIGATION ALTERNATE REFUNDING  
BONDS (PUBLIC SAFETY SALES TAX ALTERNATE REVENUE SOURCE), SERIES 2022  
BONDS PROPERTY TAX LEVY FOR THE YEAR 2023 PAYABLE 2024**

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**WHEREAS**, the County of Winnebago, Illinois (County) had issued and had outstanding General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2013A (the "2013A Bonds"); and, these Prior Bonds were refinanced and retired on August 11, 2022 reference Ordinance No. 2022-CO-057 and \$12,500,000 General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2022 Bonds (the "2022 Bonds") were issued; and

**WHEREAS**, the revenue source that is pledged to the payment of the principal of and interest on the 2022 Bonds are revenues received by the County from the special county retailers' occupation tax and service occupation tax for public safety purposes (the "Pledged Revenues"); and

**WHEREAS**, the County Board of the County of Winnebago, Illinois has levied taxes for the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2022 Bonds and filed the same with the County Clerk of the County (the "County Clerk"); and

**WHEREAS**, the County has received notice from the County Clerk that the tax rate for the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2022 Bonds for levy year 2023 payable 2024 calculated by the County Clerk in accordance with the provisions of the Property Tax Extension Limitation Law, as amended; and

**WHEREAS**, the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2022 Levy for levy year 2023 payable 2024 is not less than the amount of principal of and interest on the Bonds otherwise payable from Pledged Taxes levied for the year 2023 payable 2024; and

**WHEREAS**, in accordance with Section 11. Abatement of Pledged Tax. Whenever the pledged revenues or other lawfully funds are available and on deposit in the Bond Fund in an amount necessary to pay any principal of or interest coming due on the Series 2022 Bonds in the



following year and upon the deposit of said monies for said year, the County may abate the Alternate Bond Property Tax Levy for that year, with proper notification of such abatement filed with the County Clerk; and

**WHEREAS**, there is at least \$3,397,250 in the aforesaid Bond Account to fully make all principal and interest payments on the aforementioned outstanding General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2022 Bonds through December 30, 2024; and

**WHEREAS**, it is necessary and in the best interests of the County that the Pledged Taxes levied for the year 2023 payable 2024 to pay the principal of and interest on the Bonds be abated.

**NOW THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, as follows: In accordance with Section 11. Abatement of Pledged Tax. The Pledged Taxes levied for the year 2023 payable 2024 for the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2022 Bonds are hereby abated in their entirety in the amount of \$3,397,250.

**BE IT FURTHER ORDAINED**, upon the adoption of this Ordinance, a certified copy hereof shall be filed with the County Clerk, and it shall be the duty of the County Clerk to abate the Pledged Taxes levied for the year 2023 payable 2024 in accordance with the provisions hereof.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

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JOHN BUTITTA, CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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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 \_\_\_\_\_ 2024.

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 18, 2024  
**Resolution Title:** Ordinance to Abate Special Tax Roll for 2023 Levy Year for Properties within the Special Service Area for the I-39/Baxter Road County Water District Project  
**County Code:** Not Applicable  
**Board Meeting Date:** January 25, 2024  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The 139/Baxter Road Water District included a Special Service Area as part of the project. The County Board approved a Special Tax Roll assessing a special tax against each property within the SSA for the administration and maintenance of the SSA and for the payment of principal and interest on the County's General Obligation Bonds. The Special Tax Roll for the SSA for levy year 2023 totaled \$399,200. There are sufficient funds in the Special Tax Allocation Fund from the URL tax increment to make the payments on the bonds for June 30, 2024 and December 30, 2024. Based on sufficient funds being on hand the County Board can abate the Special Tax Roll for levy year 2023 payable 2024. The dollar amount changes each year.

**Recommendation:** Approval of the Ordinance Abating the Special Tax Roll for 2023 Levy Year Payable 2024.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2024 CO

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**ORDINANCE TO ABATE SPECIAL TAX ROLL FOR 2023 LEVY  
YEAR FOR PROPERTIES WITHIN THE SPECIAL SERVICE AREA FOR  
THE 1-39/BAXTER ROAD COUNTY WATER DISTRICT PROJECT**

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**WHEREAS**, on August 9, 2012, the County Board of the County of Winnebago, Illinois, by Ordinance Number 2012-CO-056, approved establishing a Special Service Area ("SSA") for the I-39/Baxter Road County Water District Project; and

**WHEREAS**, on October 25, 2012, the County Board of the County of Winnebago, Illinois, by Ordinance Number 2012-CO-072, approved an amendment to said establishing Ordinance, which enacted a Special Tax Roll assessing a special tax against each property lying within the SSA for the administration and maintenance of the SSA and for the payment of principal and interest on the County's General Obligation Bonds (Alternate Revenue Source), Series 2012F, issued pursuant to the establishing Ordinance for the purpose of financing a part of the cost of construction and formation of said County Water District Project; and

**WHEREAS**, on March 25, 2021, the County Board of the County of Winnebago, Illinois, by Ordinance Number 2021-CO-033, providing for (1) the issue of approximately \$3,725,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A, for the purpose of refunding the County's Series 2012F Bonds, (2) the pledge of certain revenues to the payment of principal and interest on the bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment and (3) the sale of the bonds to the purchaser thereof; and

**WHEREAS**, pursuant to an Intergovernmental Cooperation Agreement ("Agreement") between the County of Winnebago, Village of Cherry Valley and the Village of New Milford, dated June 6, 2012, the parties determined that the area in and around the Baxter Road interchange on 1-39 is appropriate for the formation of an Industrial Park Conservation Area to spur private investments and development defined in the Industrial Jobs Recovery Law ("URL"); and

**WHEREAS**, pursuant to the Agreement, the Special Tax Allocation Fund ("STAF" as defined in the URL), created with the tax increment financing will be placed under the control of Winnebago County to be administered for the length of the project; and

**WHEREAS**, funds deposited in the STAF generated from the URL District shall be used to pay for the payments on the SSA Bonds as first priority; and

**WHEREAS**, the Special Tax Roll for the SSA for levy year 2023 totaled \$399,200; and

**WHEREAS**, there is sufficient funds from the URL increment in the STAF fund as of December 22, 2023, to make the payments on the bonds for June 30, 2024 and December 30, 2024.

**NOW, THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois that the County Board hereby abate the Special Tax Roll for levy year 2023 payable 2024 in the following amounts:

Parcel Number	Amount
16-28-300-021	10,900.91
16-28-300-027	53,349.67
16-28-300-028	9,457.31
16-28-300-029	8,858.75
16-28-400-019	27,041.01
16-28-400-022	11,534.68
16-28-400-023	56,687.54
16-28-400-024	29,942.29
16-33-100-009	81,630.06
16-33-200-009	109,797.78
Total	\$ 399,200.00

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect forthwith immediately upon its adoption.

**BE IT FURTHER ORDAINED** that the Clerk of the County Board shall deliver certified copies of this Ordinance to the Winnebago County Clerk, the Chief Financial Officer and the Winnebago County Director of Finance.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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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 \_\_\_\_\_ 2024.

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

**OPERATIONS &  
ADMINISTRATIVE  
COMMITTEE**



# Resolution Executive Summary

## For ARPA or CIP Projects

**Prepared By:** Purchasing Department for 17th Judicial Circuit Court  
**Committee Name:** Operations and Administrative Committee  
**Committee Date:** January 18, 2024  
**Board Date:** January 25, 2024  
**Resolution Title:** Resolution Awarding Jury Box Construction Using CIP 2023 PSST Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted?</b> \$60,000
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If ARPA or CIP funded, original Board approved amount?</b> \$60,000	
<b>Over or Under approved amount? UNDER</b> By: \$12,692	
<b>Reason for ARPA or CIP increase?</b> N/A	
<b>If ARPA funded, was it approved by Baker Tilly?</b> N/A	
<b>ORG/OBJ/Project Codes:</b> 82200-46320-C2323 <b>Descriptor:</b> CIP PSST 2023-Building Improvement <b>Budget Impact?</b> \$ 47,308	

**Background Information:** Courtroom C, located at the Criminal Justice Center, is currently using office chairs in an open space in front of the judge's bench for a jury box. The current jury box does not meet the Illinois Court minimum requirements for jury seating. The minimum standard requires the jury to be behind a 26-inch wall with side entrances and handrails, in two or more rows (rear rows elevated), permit wheelchair access and allow room for a wheelchair in the jury box, located so jurors can see the front plane of any witness' face, be a minimum of six feet from any attorney or litigant station, and sufficient distance from the spectator area to avoid improper influences.

Bid #23B-2310 Jury Box Construction was distributed to 9 potential bidders and local suppliers, including Local 792, publicly advertised in RRStar, and advertised on the County website. The Mandatory Pre-Bid Meeting and Site Visit was attended by six (6) persons, representing six (6) vendors, resulting in six (6) formal Bids (see Resolution Exhibit A). The lowest Bidder for the construction project is Sjostrom and Sons, Inc. at \$24,426. Quotes were obtained for fixed seating, with the lowest quote from Lan Office Furnishings, at \$18,082.80 (see Resolution Exhibit B).

**Recommended By:** Tom Jakeway, Trial Court Administrator

**Follow-Up Steps:** Purchasing Department will prepare and submit a Purchase Orders to Sjostrom and Sons, Inc. in the amount of \$24,426 and Lan Office Furnishing in the amount of \$18,082.



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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

**2024 CR**

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**RESOLUTION AWARDING JURY BOX CONSTRUCTION USING CIP 2023 PSST FUNDS**

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**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 \$30,000.00 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**, Winnebago County Courthouse has requested a jury box in Courtroom C at the Criminal Justice Center; and,

**WHEREAS**, the Purchasing Department went out for Bid #23B-2310 Jury Box Construction and obtained quotes for the required fixed seating; and,

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bid Tab (see Resolution Exhibit A) and Quote Tab (see Resolution Exhibit B) for the aforementioned purchase and recommends awarding to:

**SJOSTROM & SONS, INC.  
1129 HARRISON AVENUE  
ROCKFORD, ILLINOIS 61104**

**AND**

**LAN OFFICE FURNISHINGS  
40 EAST MAIN STREET, SUITE 102  
BARRINGTON, ILLINOIS 60010**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue Purchase Orders, on behalf of the County of Winnebago, to Sjostrom & Sons, Inc., 1129 Harrison, Avenue, Rockford, Illinois 61104 and Lan Office Furnishings, 40 East Main Street, Suite 102, Barrington, Illinois 60010

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
KEITH McDONALD, CHAIR

\_\_\_\_\_  
KEITH McDONALD, CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JOE HOFFMAN

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JOE HOFFMAN

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JAIME SALGADO

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JAIME SALGADO

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH CHIARELLI**  
CHAIR OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**BID TAB**  
**23B-2310 JURY BOX CONSTRUCTION**  
**BID OPENING DECEMBER 29, 2023 AT 10:00 AM**

BID TAB						
VENDOR NAME	Stenstrom	Kee Solutions LLC	Ringland-Johnson, Inc.	Scandroli Construction Co.	Sjostrom & Sons, Inc.	DPI Construction, Inc.
TOTAL PRICE TO COMPLETE PROJECT	\$34,150	\$38,180	\$57,575	\$48,848	<b>\$24,426</b>	\$39,900
LEAD DAYS FOR PARTS/MATERIALS	60 days	21 days	25 days	5 weeks	<b>3-4 weeks</b>	42 days
NUMBER OF DAYS TO COMPLETE WORK	6 days	11-15 days	8 days	2 weeks	<b>5 days</b>	14 days
SCHEDULING NOTICE LEAD TIME	30 days	2 weeks	10 days	1 week	<b>6 weeks</b>	14 days

**QUOTE TAB**  
**FIXED SEATING FOR 23B-2310 JURY BOX CONSTRUCTION**

QUOTE TAB			
VENDOR NAME	Michalsen Office Furniture, Inc.	Lan Office Furnishings	Midwest Office Interiors
PRICE FOR 14 FIXED CHAIRS	\$26,110	<b>\$16,887</b>	\$18,988
COST OF DELIVERY/SHIPPING	\$100	<b>\$1,196</b>	\$1,310
TOTAL COST OF 14 FIXED CHAIRS	\$26,210	<b>\$18,083</b>	\$20,298
LEAD TIME	12 weeks	<b>12 weeks</b>	12 weeks



# Resolution Executive Summary

## For ARPA or CIP Projects

**Prepared By:** Purchasing Department for Sheriff's Office  
**Committee Name:** Operations and Administrative Committee  
**Committee Date:** January 18, 2024  
**Board Date:** January 25, 2024  
**Resolution Title:** Resolution Awarding Purchase of Detective Squad Vehicle for Sheriff's Office Using CIP 24 Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted? \$100,000</b>
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If ARPA or CIP funded, original Board approved amount?</b>	<b>\$100,000</b>
<b>Over or Under approved amount? UNDER</b>	<b>By: \$ 46,154.47</b>
<b>Reason for ARPA or CIP increase? N/A</b>	
<b>If ARPA funded, was it approved by Baker Tilly? N/A</b>	
<b>ORG/OBJ/Project Codes: 82200-46410-C2405 Descriptor: CIP 24-Automobile</b>	
<b>Budget Impact? \$ 53,845.53</b>	

**Background Information:** The Winnebago County Sheriff's Office (WCSO) requested the purchase of a Detective Squad Vehicle using CIP 24 funds. The Purchasing Department and the Sheriff's Office reached out for quotes and availability. Rock River Ford presented the best offer in the amount of \$46,694.03, out of three quotes obtained (see Resolution Exhibit A, B and D). This is a more cost-effective option for the County. The vehicle is on the lot and available for immediate delivery, priced lower (\$758) than government pricing.

Due to prior sourcing struggles, the WCSO is currently waiting for 6 additional vehicles that have been on order. The WCSO is approved for two Detective Squad Vehicles, and this vehicle would cover one of two purchases. The purchase of this vehicle is for Deputy Chief Kyle Boomer. His current vehicle (2022 Ford Explorer) will be transferred to Cole Henert. Cole's vehicle (2013 Ford Taurus 121,130 miles) will go into the spare rotation. This vehicle will be an addition to the Sheriff's fleet.

Tri-City Emergency Vehicle Services will provide the specialized fabricating of this vehicle in the amount of \$7,151.50 (See Resolution Exhibit C).

**Recommended By:** Sheriff Gary Caruana and Deputy Chief Kyle Boomer

**Follow-Up Steps:** Purchasing Department will prepare and submit Purchase Orders to Rock River Ford in the amount of \$46,694.03 and Tri-City Emergency Vehicle Services in the amount of \$7,151.50.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

**2024 CR**

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**RESOLUTION AWARDING PURCHASE OF DETECTIVE SQUAD VEHICLE  
FOR SHERIFF'S OFFICE USING CIP 24 FUNDS**

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**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 \$30,000.00 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 Winnebago County Sheriff's Office requested the purchase of a Detective Squad, Ford Explorer, using CIP 24 funds; and

**WHEREAS**, the Purchasing Department and the Sheriff's Office obtained quotes for price and delivery, resulting in the lowest price and best lead time from Rock River Ford; and

**WHEREAS**, Rock River Ford has an equivalent 2023 model on the lot priced lower than the government pricing discount; and

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes for the Detective Squad Vehicle and Vehicle Fabricating, (Resolution Exhibit A, B, C and D) and recommends awarding the purchases to Rock River Ford and Tri-City Emergency Vehicle Services, respectively.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue Purchase Orders, on behalf of the County of Winnebago, Illinois to Anderson Dealerships, Inc., DBA Rock River Ford, 224 North Alpine Road, Rockford, Illinois in the amount of \$46,694.03 and Tri-City Emergency Vehicle Services, 9934 North Alpine Road Suite 105, Machesney Park, Illinois in the amount of \$7,151.50.

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

Respectfully Submitted,

**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
KEITH McDONALD, CHAIR

\_\_\_\_\_  
KEITH McDONALD, CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JAIME SALGADO

\_\_\_\_\_  
JAIME SALGADO

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

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

Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH CHIARELLI**  
CHAIR OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**LORI GUMMOW**

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



Date: 1/4/2024  
 Salesperson: Mitch Edler  
 Manager: Mitch Edler  
 Customer ID #: 177639

*Invoice*

**BUSINESS NAME** COUNTY OF WINNEBAGO Home Phone : \_\_\_\_\_  
**CONTACT** \_\_\_\_\_  
 Address : 404 ELM ST  
ROCKFORD, IL 61101 Work Phone : (815) 961-9648  
WINNEBAGO CO  
 E-Mail : cow@gmail.com Cell Phone : \_\_\_\_\_

**VEHICLE**  
 Stock # : FT38004 New / Used : New VIN : 1FMSK8DH3PGC38004 Mileage: 4  
 Vehicle : 2023 Ford Explorer Color : ICONIC SILVER M  
 Type : XLT 4dr 4x4 K8D

Market Value Selling Price	45,485.00
Taxable Fees (Estimated)	535.00
Doc Fee	358.03
Non Tax Fees	316.00
Cash Deposit	.00
Balance	46,694.03

Customer Approval: *[Signature]* Management Approval: \_\_\_\_\_  
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



**BUYERS ORDER AND INVOICE**

Salesman

NEW  USED  Stock No. FT38004

Purchaser **COUNTY OF WINNEBAGO**

Date **01/04/2024**

Address **404 ELM ST**

Yr. **2023** MAKE & MODEL **FORD EXPLORER**

City & State **ROCKFORD IL** Zip **61101**

Body **UT** Pass.

Phone/Residence Phone/Employment **815-961-9648**

Color **ICONIC SILVER METALLIC** V/T

Driver's Lic. No.

Ser. No. **1FMSK8DH3PGC38004**

Date of Birth

Soc. Sec. No.

cvl	3 Spd	4 Spd	A/T	R	H	PS	PB	PW	ES	Air
	Speed	Dlog	IDG	Stero	Tape	FM	SUN	TTP		

**ALL USED CARS SOLD "AS IS" UNLESS INDICATED HERE**

	<b>SALE PRICE</b>	<b>45485</b>	<b>00</b>
	Dealer Handling	<b>N/A</b>	
	<b>ERT</b>	<b>35</b>	<b>00</b>
	Aftermarket	<b>500</b>	<b>00</b>
		<b>N/A</b>	
	As Equipped	<b>46020</b>	<b>00</b>
	<b>FEES</b>	<b>316</b>	<b>00</b>
	<b>TAXES</b>	<b>N/A</b>	
	<b>DOC FEE</b>	<b>358</b>	<b>03</b>
	<b>TOTAL</b>	<b>46694</b>	<b>03</b>
		<b>N/A</b>	
UPON VERIFICATION BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE	Balance Owed	<b>N/A</b>	
Owed To: <b>N/A</b>	<b>EQUITY</b>	<b>N/A</b>	
Add: <b>N/A</b>	<b>N/A</b>	<b>N/A</b>	
Yr. <b>N/A</b> Make <b>N/A</b> Model <b>N/A</b> Color <b>N/A</b>	<b>Deposit and Cash on Dely.</b>	<b>N/A</b>	
Body <b>N/A</b> Lic. No. Ser. No. <b>N/A</b>		<b>N/A</b>	
cvl 3 Spd 4 Spd A/T R H PS PB PW ES Air	<b>Total Down Pay't</b>	<b>N/A</b>	
Speed Dlog IDG Stero Tape FM SUN TTP	<b>Unpaid Bal. On Vehicle</b>	<b>46694</b>	<b>03</b>

**DISCLAIMER OF WARRANTIES**  
THE SELLER, HEREIN EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE.

I CERTIFY THAT I HAVE EXAMINED THIS AUTOMOBILE AND THE TREAD OF THE TIRES IS IN EXCESS OF 3-32 INCHES AS REQUIRED BY THE STATE.

Balance in Payment(s) of \$ **46694.03** 1st Payment Due **02/18/2024**  
Finance Co. **CASH DEAL** Add:

SIGNATURE \_\_\_\_\_

I hereby understand and agree, that if financing cannot be secured, I will make up any cash difference and pay for any damages incurred due to my operating of the above described vehicle, and also will return said vehicle to Seller, immediately upon notification that financing cannot be secured.

In the event the car sold hereunder is a used car, it is agreed that the dealer assumes only such warranty obligations to Buyer as are set forth on the face of this order or in a separate written instrument, if any

I have read the terms and conditions above and on the reverse side hereof, and it is understood and agreed that all of such terms and conditions are a part of this order with the same effect as if they were printed above my signature. It is further understood and agreed that the terms and conditions on the front and back hereof comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized.

Customer Signature \_\_\_\_\_

Buyer hereby acknowledges the receipt of a copy this Retail Buyers Order and Invoice and certifies that the price label was affixed to the above described automobile on delivery.

Witness \_\_\_\_\_

BUYER'S SIGNATURE \_\_\_\_\_

MANAGER'S SIGNATURE \_\_\_\_\_

**THIS ORDER MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY**



**Prepared for:**

Winnebago County Purchasing  
Prepared by: Richie Wellenkamp  
01/10/2024

Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

2023 Explorer 4 Door 4x4 XLT

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Pricing Summary - Single Vehicle

*Vehicle Pricing*

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**Total Delivered Illinois Government Price Including All Items Listed In This Document     \$49,970.00**

This vehicle is available for immediate delivery. Stock vehicles are available, first come first serve and subject to sale at any time. Let me know if you have any questions and how you would like to proceed.

---

Customer Signature

---

Acceptance Date

Please submit this page along with your purchase order and a copy of your Illinois Tax Exempt Letter.

## Prepared for:

Winnebago County Purchasing  
Prepared by: Richie Wellenkamp  
01/10/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

## 2023 Explorer 4dr 4x4 XLT (K8D)

Price Level: 360

# As Configured Vehicle

Code	Description
<b>Base Vehicle</b>	
K8D	Base Vehicle Price (K8D)
<b>Packages</b>	
202A	<b>Equipment Group 202A</b> <i>Includes:</i> <ul style="list-style-type: none"><li>- Engine: 2.3L EcoBoost I-4 <i>Includes auto start-stop technology.</i></li><li>- Transmission: 10-Speed Automatic</li><li>- 3.58 Non-Limited-Slip Rear Axle Ratio</li><li>- GVWR: 6,160 lbs</li><li>- Heated ActiveX Captain's Chairs <i>Includes 10-way power driver (power function for tilt, lumbar and recline), 8-way power passenger (power function for lumbar and recline) and 2-way manually adjustable driver and front passenger head restraints.</i></li><li>- Radio: AM/FM Stereo <i>Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM includes a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.</i></li><li>- FordPass Connect <i>Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&amp;T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to <a href="http://www.att.com/ford">www.att.com/ford</a>, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&amp;T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.). Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at <a href="http://www.fleet.ford.com">www.fleet.ford.com</a> or call 833-FCS-Ford. (833-327-3673).</i></li><li>- SYNC 3 Communications &amp; Entertainment System <i>Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.</i></li><li>- Acoustic-Laminated Front Side Windows</li><li>- Heated Steering Wheel</li><li>- LED Fog Lamps <i>Includes silver-painted front skid plate elements.</i></li><li>- Remote Start System</li><li>- SecuriCode Keyless Entry Keypad</li></ul>

## Powertrain

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Winnebago County Purchasing  
 Prepared by: Richie Wellenkamp  
 01/10/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

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**2023 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 360

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## As Configured Vehicle (cont'd)

Code	Description
99H	Engine: 2.3L EcoBoost I-4 <i>Includes auto start-stop technology.</i>
44T	Transmission: 10-Speed Automatic
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio
STDGV	GVWR: 6,160 lbs

### Wheels & Tires

NONTR	Tires: P255/55R20 AS BSW
649	Wheels: 20" Premium Painted Aluminum <i>Includes:</i> <i>- Tires: P255/55R20 AS BSW</i>

### Seats & Seat Trim

S	Heated ActiveX Captain's Chairs <i>Includes 10-way power driver (power function for tilt, lumbar and recline), 8-way power passenger (power function for lumbar and recline) and 2-way manually adjustable driver and front passenger head restraints.</i>
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### Other Options

PAINT	Monotone Paint Application
119WB	119.1" Wheelbase
STDRD	Radio: AM/FM Stereo <i>Includes MP3 capability, 6 speakers, speed-compensated volume and SiriusXM includes a 3 month prepaid subscription. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.</i>  <i>Includes:</i> <i>- FordPass Connect</i>

## Prepared for:

Winnebago County Purchasing  
Prepared by: Richie Wellenkamp  
01/10/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

## 2023 Explorer 4dr 4x4 XLT (K8D)

Price Level: 360

## As Configured Vehicle (cont'd)

Code	Description
65S	<p><i>Includes 4G LTE Wi-Fi hotspot connects up to 10 devices with wireless data trial that begins upon AT&amp;T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to <a href="http://www.att.com/ford">www.att.com/ford</a>, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass terms for details). Connected Service and features depend on compatible AT&amp;T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.) Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at <a href="http://www.fleet.ford.com">www.fleet.ford.com</a> or call 833-FCS-Ford. (833-327-3673).</i></p> <p>- SYNC 3 Communications &amp; Entertainment System</p> <p><i>Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub.</i></p> <p><b>Ford Co-Pilot360 Assist+</b></p> <p><b>SiriusXM Traffic and Travel Link not available when (58R) and (58V) are ordered.</b></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"><li>- Intelligent Adaptive Cruise Control <i>Includes stop-and-go and lane centering.</i></li><li>- Evasive Steering Assist</li><li>- Voice-Activated Touchscreen Navigation System</li></ul> <p><i>Includes pinch-to-zoom capability, SiriusXM Traffic and Travel Link. Note: SiriusXM Traffic and Travel Link includes a 5-year prepaid subscription. SiriusXM Traffic and Travel Link service is not available in Alaska or Hawaii. After your trial period ends, Sirius XM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc. See SiriusXM customer agreement for complete terms at <a href="http://www.siriusxm.com">www.siriusxm.com</a>. All fees and programming subject to change. Trial subscriptions not available in Alaska and Hawaii.</i></p> <p>- Speed Sign Recognition</p>
59W	<p><b>4G LTE Wi-Fi Hotspot Credit</b></p> <p>Required option when feature is not available.</p>
91X	<p><b>Rear Auxiliary Controls Credit</b></p> <p>Required option when feature is not available.</p>
52T	<p><b>Class IV Trailer Tow Package</b></p>
<b>Emissions</b>	
425	<p><b>50 State Emissions System</b></p>

## Exterior Color

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

Winnebago County Purchasing  
Prepared by: Richie Wellenkamp  
01/10/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

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**2023 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 360

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**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>
UM_03	Agate Black Metallic
<b>Interior Color</b>	
S6_02	Ebony w/Heated ActiveX Captain's Chairs
<b>Upfit Options</b>	
MLT	New M License/Title
WTX	WeatherTech Floor Liners
DEL	Delivery to Winnebago County
MKT	Market Adjustment, Stock Unit

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## Prepared for:

Winnebago County Purchasing  
Prepared by: Richie Wellenkamp  
01/10/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

## 2023 Explorer 4dr 4x4 XLT (K8D)

Price Level: 360

# Selected Equip & Specs

## Dimensions

• Conventional Capacity: 5,300 lbs. • Vehicle body length: 198.8" • Vehicle body width: 78.9" • Vehicle body height: 70.2" • Wheelbase: 119.1" • Front track: 66.9" • Rear track: 66.9" • Turning radius (to curb): 19.4' • Front brake diameter: 13.6" • Rear brake diameter: 12.6" • Interior rear cargo volume: 18.2 cu.ft. • Interior rear cargo volume with seats folded: 47.9 cu.ft. • Max interior rear cargo volume: 87.8 cu.ft. • Total passenger volume: 152.7 cu.ft. • Headroom first-row: 40.7" • Headroom second-row: 40.5" • Headroom third-row: 38.9" • Leg room first-row: 43.0" • Leg room second-row: 39.0" • Leg room third-row: 32.2" • Shoulder room first-row: 61.8" • Shoulder room second-row: 61.9" • Shoulder room third-row: 54.6" • Hip room first-row: 59.2" • Hip room second-row: 59.1" • Hip room third-row: 40.9"

## Powertrain

• EcoBoost 2.3L I-4 gasoline direct injection, DOHC, variable valve control, intercooled turbo, engine with 300HP • Engine cylinders: I-4 • Spark ignition system • Horsepower: 300 HP@5500 RPM • Torque: 310 lb.-ft. @3500 RPM • Radiator • Auto stop-start engine • Driver selectable drivetrain mode • 10-speed automatic • Intelligent 4WD automatic full-time 4WD • Four-wheel drive • Recommended fuel: premium unleaded • Easy Fuel capless fuel filler • Terrain Management System all-speed ABS and driveline traction control • Auto locking hub control

## Fuel Economy and Emissions

• Fuel economy (city/highway/combined): 20 mpg/27 mpg/23 mpg • Fuel economy city: 20 mpg • Fuel economy highway: 27 mpg • Gasoline secondary fuel type • Fuel economy combined: 23 mpg • LEV3-ULEV50 emissions

## Suspension and Handling

• Standard ride suspension • Gas-pressurized front shock absorbers • Gas-pressurized rear shock absorbers

## Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Electronic parking brake • Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system • Automatic brake hold • Brake assist system • Hill Descent Control • Hill Start Assist • Independent front suspension • Strut front suspension • Front anti-roll bar • Front coil springs • Independent rear suspension • Multi-link rear suspension • Rear anti-roll bar • Speed sensitive power steering • Electric power-assist steering system • Rack-pinion steering • Driver selectable steering effort • 2-wheel steering system

## Body Exterior

\* **Trailer wiring harness** • 4 doors • Roof rails • Clearcoat paint • Monotone paint • Chrome bodyside insert • Black bodyside cladding • Black wheel well trim • Black side window trim • Black windshield trim • Black rear window trim • Body-coloured door handles • Body-coloured front bumper \* **Metal-look front bumper insert** • Body-coloured rear bumper • Black rear bumper rub strip • Grille with chrome bar • Black door mirrors • Standard style side mirrors • Conventional left rear passenger door • Conventional right rear passenger door • Power liftgate rear cargo door • Active grille shutters \* **P255/55RV20 AS BSW front and rear tires** \* **20 x 8-inch front and rear silver aluminum wheels**

## Convenience

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Prepared for:

Winnebago County Purchasing  
Prepared by: Richie Wellenkamp  
01/10/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

## 2023 Explorer 4dr 4x4 XLT (K8D)

Price Level: 360

### Selected Equip & Specs (cont'd)

• Power door locks with 2 stage unlocking • Keyfob activated door locks \* **SecuriCode external keypad door lock control** • All-in-one remote fob and ignition key • Auto-locking doors • Intelligent Access smart key with hands-free access and push button start • Power tailgate/rear door lock • Cruise control with steering wheel mounted controls \* **Adaptive Cruise Control with Stop-and-Go** • Keyfob trunk control \* **Smart device and keyfob vehicle start control** • Day/Night rearview mirror • Power first-row windows • Full floor console • Driver foot rest • Power cargo area access release • Fixed interval rear windshield wipers • Heated rear wiper park • Rear window defroster • Fixed rear windshield • Locking glove box • Front beverage holders • Rear beverage holders • 10 beverage holders • 2 seatback storage pockets • Driver and passenger door bins • Rear door bins • Retained accessory power • PRND in IP • Trip computer • Over the air updates

### Comfort

• Automatic climate control • Dual-zone front climate control • Cabin air filter • Rear under seat climate control ducts • Voice-activated climate control • Rear headliner/pillar climate control ducts • Cloth headliner material • Full headliner coverage \* **Leatherette door trim insert** • Full carpet floor covering • Full floor coverage • Carpet front and rear floor mats \* **ActiveX leatherette rear seat upholstery** • Carpet rear seatback upholstery \* **ActiveX leatherette rear seat upholstery** • Carpet third-row seatback upholstery • Manual tilting steering wheel • Manual telescopic steering wheel \* **Heated steering wheel** • Leather steering wheel

### Seats and Trim

• Seating capacity: 6 • Bucket front seats • Driver seat with 8-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Front seat center armrest • Power reclining driver seat • Power height adjustable driver seat • Power driver seat fore/aft control • Power driver seat cushion tilt • Power reclining passenger seat \* **Power height adjustable control passenger seat** • Power passenger seat fore/aft control • Fixed second-row seats • Second-row captains' chairs • Second-row seats with manual fore and aft • Height adjustable rear seat head restraints • Driver seat with 2-way power lumbar \* **Front passenger seat with 2-way power lumbar** \* **ActiveX leatherette front seat upholstery** • Heated driver and front passenger seats • Fixed third-row seats • 50-50 folding third-row passenger seat • Third-row bench seat • Front facing third-row seat • Manual fold into floor third-row seat • Height adjustable third-row head restraints • Manual third-row head restraint control • 2 third-row head restraints • Piano black console insert

### Entertainment Features

• 2 total number of 1st row displays • 8 inch primary LCD display • Primary touchscreen display • SiriusXM AM/FM/Satellite radio • In-vehicle audio • AM radio • FM radio • SiriusXM satellite radio • Seek scan • SYNC 3 external memory control • Internal storage capability • Internet radio capability • 3 month satellite trial subscription • Speakers number: 6 • Standard grade speakers • Steering wheel mounted audio controls • SYNC 3 voice activated audio controls • Speed sensitive volume • Bluetooth wireless audio streaming • Integrated roof audio antenna

### Lighting, Visibility and Instrumentation





## Prepared for:

Winnebago County Purchasing  
Prepared by: Richie Wellenkamp  
01/10/2024



Morrow Brothers Ford, Inc. | 1242 Main Street Greenfield Illinois | 62044

## 2023 Explorer 4dr 4x4 XLT (K8D)

Price Level: 360

## Selected Equip & Specs (cont'd)

### Interior Measurements

Interior rear cargo volume	18.2 cu.ft.	Max interior rear cargo volume	87.8 cu.ft.
Interior cargo area height	32.8 "	Interior cargo length	83.9 "
Interior cargo area min width	48.1 "	Interior cargo area max width	59.0 "
Interior rear cargo volume with seats folded	47.9 cu.ft.	Length to rear seat	49.8 "
Length to 3rd row seat	20.8 "		

### Interior Volume

Total passenger volume 152.7 cu.ft.

### Headroom

Headroom first-row	40.7"	Headroom second-row	40.5"
Headroom third-row	38.9"		

### Legroom

Leg room first-row	43.0"	Leg room second-row	39.0"
Leg room third-row	32.2"		

### Shoulder Room

Shoulder room first-row	61.8"	Shoulder room second-row	61.9"
Shoulder room third-row	54.6"		

### Hip Room

Hip room first-row	59.2"	Hip room second-row	59.1"
Hip room third-row	40.9"		

## Powertrain

### Engine

Engine	EcoBoost 2.3L I-4 gasoline direct injection, DOHC, variable valve control, intercooled turbo, engine with 300HP	Valves per cylinder	4
Engine cylinders	I-4	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Aluminum engine block	Cylinder head material	Aluminum cylinder head

### Engine Specs

Displacement	2.3L	cc	140 cu.in.
Bore	3.44"	Stroke	3.7"
Compression ratio	10.0	SAEJ1349	AUG2004 compliant

### Engine Power

Horsepower	300 HP@5500 RPM	Torque	310 lb.-ft. @3500 RPM
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**2023 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 360

**Selected Equip & Specs (cont'd)**

*Alternator*

Alternator type ..... Regenerative alternator

*Battery*

Battery type ..... Lead acid battery

Battery run down protection ..... Battery run down protection

*Engine Extras*

Radiator ..... Radiator  
Drivetrain selectable Driver selectable drivetrain mode

Start-stop engine ..... Auto stop-start engine

*Transmission*

Transmission ..... 10-speed automatic

Transmission electronic control ..... Transmission electronic control

Overdrive transmission... Overdrive transmission  
First gear ratio ..... 4.714  
Third gear ratio ..... 2.149  
Fifth gear ratio ..... 1.521  
Reverse gear ratio ..... 4.885  
Eighth gear ratio ..... 0.853  
Tenth gear ratio ..... 0.636

Lock-up transmission ..... Lock-up transmission  
Second gear ratio ..... 2.997  
Fourth gear ratio ..... 1.769  
Sixth gear ratio ..... 1.275  
Seventh gear ratio ..... 1  
Ninth gear ratio ..... 0.689  
Selectable mode transmission ... Selectable mode transmission

*Drive Type*

4WD type... Intelligent 4WD automatic full-time 4WD

Drive type ..... Four-wheel drive

*Drivetrain*

Axle ratio ..... 3.58

*Exhaust*

Tailpipe ..... Stainless steel quasi-dual exhaust

*Fuel*

Fuel type ..... premium unleaded

*Fuel Tank*

Capless fuel filler... Easy Fuel capless fuel filler

Fuel tank capacity ..... 17.91 gal.

*Drive Feature*

Traction control... Terrain Management System all-speed ABS and driveline traction control

Locking hub control ..... Auto locking hub control

**Fuel Economy and Emissions**

*Fuel Economy*

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**2023 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 360

**Selected Equip & Specs (cont'd)**

Secondary fuel type	Gasoline secondary fuel type	Fuel economy combined	23 mpg
Fuel economy city	20 mpg	Fuel economy highway	27 mpg
Fuel economy (city/highway/combined)	20 mpg/27 mpg/23 mpg	Fuel economy status	Current fuel economy status

*Emissions*

Emissions	LEV3-ULEV50 emissions	Emissions tiers	Tier 3 Bin 50 emissions
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*Green Values*

Energy Impact Score (Barrels per year)	12.9	Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	7.7
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**Suspension and Handling**

*Suspension*

Suspension	Standard ride suspension	Front shock absorbers	Gas-pressurized front shock absorbers
Rear shock absorbers	Gas-pressurized rear shock absorbers		

**Driveability**

*Brakes*

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	Electronic parking brake	Electronic parking brake
ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system

*Brake Assistance*

Hill start assist	Hill Start Assist	Hill control	Hill Descent Control
Brake assist system	Brake assist system		

*Front Suspension*

Anti-roll bar front	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Strut front suspension		

*Front Spring*

Regular front springs	Regular front springs	Springs front	Front coil springs
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*Rear Spring*

Springs rear	Rear coil springs	Rear springs	Regular grade rear springs
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*Rear Suspension*

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**2023 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 360

**Selected Equip & Specs (cont'd)**

Anti-roll bar rear ..... Rear anti-roll bar  
Suspension ride type rear ..... Independent rear suspension

Suspension type rear ..... Multi-link rear suspension

*Steering*

Steering ..... Electric power-assist steering system  
Speed sensitive steering ..... Speed sensitive power steering  
Steering type number of wheels ..... 2-wheel steering system

Steering type ..... Rack-pinion steering  
Driver selectable steering effort ..... Driver selectable steering effort

**Exterior**

*Front Wheels*

\* Front wheels diameter ..... 20"

\* Front wheels width ..... 8"

*Rear Wheels*

\* Rear wheels diameter ..... 20"

\* Rear wheels width ..... 8"

*Front And Rear Wheels*

Appearance ..... silver

Material ..... aluminum

*Front Tires*

\* Aspect ..... 55  
Sidewalls ..... BSW  
Tread ..... AS  
Width ..... 255mm

\* Diameter ..... 20"  
\* Speed ..... V  
Type ..... P

*Rear Tires*

\* Aspect ..... 55  
Sidewalls ..... BSW  
Tread ..... AS  
Width ..... 255mm

\* Diameter ..... 20"  
\* Speed ..... V  
Type ..... P

**Body Exterior**

*Trailer*

\* Towing capability ..... Trailer towing capability  
\* Towing hitch ..... Trailer hitch  
Towing trailer sway ..... Trailer sway control

\* Towing class ..... Class IV tow rating  
\* Towing wiring harness ..... Trailer wiring harness  
Trailer light malfunction warning ..... Trailer light malfunction warning

*Exterior Features*

Number of doors ..... 4 doors

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**2023 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 360

**Selected Equip & Specs (cont'd)**

*Body*

Body panels... Galvanized steel and aluminum body panels with side impact beams

*Spare Tire*

Spare tire... Compact spare tire with steel wheel

Spare tire location... Spare tire mounted under the cargo floor

*Aerodynamics*

Spoiler... Rear lip spoiler

**Convenience**

*Door Locks*

Door locks... Power door locks with 2 stage unlocking

Keyfob door locks... Keyfob activated door locks

All-in-one key... All-in-one remote fob and ignition key

Tailgate control... Power tailgate/rear door lock

Fob engine controls... Intelligent Access smart key with hands-free access and push button start

\* **External door locks**... **SecuriCode external keypad door lock control**

Auto door locks... Auto-locking doors

*Cruise Control*

Cruise control... Cruise control with steering wheel mounted controls

\* **Adaptive cruise control**... **Adaptive Cruise Control with Stop-and-Go**

*Key Fob Controls*

Keyfob cargo controls... Keyfob trunk control

\* **Fob remote vehicle controls**... **Smart device and keyfob vehicle start control**

*Rear View Mirror*

Day/Night rearview mirror... Day/Night rearview mirror

*Exterior Mirrors*

Door mirrors... Power door mirrors  
Heated door mirrors... Heated driver and passenger side door mirrors

Folding door mirrors... Manual folding door mirrors

*Front Side Windows*

First-row windows... Power first-row windows

*Floor Console*

Floor console... Full floor console

Floor console storage... Covered floor console storage

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**2023 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 360

**Selected Equip & Specs (cont'd)**

*Overhead Console*

Overhead console ..... Mini overhead console

Overhead console storage ..... Overhead console storage

*Driver Visor*

Visor driver mirror ..... Driver visor mirror

Visor illuminated driver mirror ..... Illuminated driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

*Passenger Visor*

Visor passenger mirror ..... Passenger visor mirror

Visor illuminated passenger mirror ..... Illuminated passenger visor mirror

Visor passenger expandable coverage .. Passenger visor with expandable coverage

*Power Outlets*

12V power outlets ..... 4 12V power outlets

*Cargo Features*

Trunk hatch ..... Trunk/hatch auto-latching

Cargo tie downs ..... Cargo area tie downs

Cargo light ..... Cargo area light

Concealed cargo storage .. Cargo area concealed storage

*Cargo Trim*

Cargo floor type ..... Carpet cargo area floor

Trunk lid trim ..... Plastic trunk lid trim

*Pedals*

Driver foot rest ..... Driver foot rest

*Remote Releases*

Cargo access ..... Power cargo area access release

*Rear Windshield*

Rear window defroster ..... Rear window defroster

Rear windshield ..... Fixed rear windshield

Rear windshield wipers ..... Fixed interval rear windshield wipers

Heated wiper area ..... Heated rear wiper park

*Storage*

Door bins front Driver and passenger door bins

Door bins rear ..... Rear door bins

Number of beverage holders 10 beverage holders

Beverage holders ..... Front beverage holders

Beverage holders rear ..... Rear beverage holders

Glove box ..... Locking glove box

Seatback storage pockets ..... 2 seatback storage pockets

*Windows Feature*

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## 2023 Explorer 4dr 4x4 XLT (K8D)

Price Level: 360

### Selected Equip & Specs (cont'd)

One-touch up window ..... Driver and passenger  
one-touch up windows

One-touch down window ..... Driver and passenger  
one-touch down windows

#### Windows Rear Side

Second-row windows ..... Power second-row  
windows

Third-row windows ..... Fixed third-row windows

#### Miscellaneous

Trip computer ..... Trip computer  
Accessory power ..... Retained accessory power

PRND in IP ..... PRND in IP  
Over the air updates ..... Over the air updates

### Comfort

#### Climate Control

Climate control ..... Automatic climate control

Rear headliner/pillar ducts ..... Rear headliner/pillar  
climate control ducts

Dual-zone front climate control ..... Dual-zone front  
climate control

Cabin air filter ..... Cabin air filter

Voice activated climate control ..... Voice-activated  
climate control

Rear under seat ducts ..... Rear under seat climate  
control ducts

#### Headliner

Headliner material ..... Cloth headliner material

Headliner coverage ..... Full headliner coverage

#### Door Trim

\* **Door trim insert. Leatherette door trim insert**

Door panel insert ..... Piano black and metal-look  
door panel insert

#### Floor Trim

Floor covering ..... Full carpet floor covering  
Floor mats ..... Carpet front and rear floor mats

Floor coverage ..... Full floor coverage

#### Second-Row Seat Trim

\* **Rear seat upholstery. ActiveX leatherette rear  
seat upholstery**

Rear seatback upholstery ..... Carpet rear seatback  
upholstery

#### Third-Row Seat Trim

\* **Third-row seat upholstery. ActiveX leatherette  
rear seat upholstery**

Third-row seatback upholstery ..... Carpet third-row  
seatback upholstery

#### Steering Wheel

Steering wheel telescopic ..... Manual telescopic  
steering wheel

Steering wheel material ..... Leather steering wheel

Steering wheel tilt ..... Manual tilting steering wheel

\* **Heated steering wheel. Heated steering wheel**

### Seats and Trim

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**2023 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 360

**Selected Equip & Specs (cont'd)**

*Seat Capacity*

Seating capacity ..... 6

*Front Seats*

Driver seat direction ..... Driver seat with 8-way directional controls  
Driver seat fore/aft control ..... Power driver seat fore/aft control  
Passenger seat direction ..... Front passenger seat with 4-way directional controls  
Reclining passenger seat ..... Power reclining passenger seat  
Passenger seat fore/aft control ..... Power passenger seat fore/aft control  
Front head restraint control ..... Manual front seat head restraint control  
Reclining driver seat ..... Power reclining driver seat

Height adjustable driver seat ..... Power height adjustable driver seat  
Driver seat cushion tilt ..... Power driver seat cushion tilt  
Split front seats ..... Bucket front seats

\* **Height adjustable passenger seat Power height adjustable control passenger seat**  
Front head restraints ..... Height adjustable front seat head restraints  
Armrests front center ..... Front seat center armrest

*Rear Seats*

Second-row seats ..... Second-row captains' chairs  
  
Reclining second-row rear seats ..... Manual reclining second-row seats  
Rear seat folding position ..... Fold forward second-row seatback  
Rear head restraints ..... Height adjustable rear seat head restraints  
Number of rear head restraints ..... 2 rear seat head restraints

Rear seats fixed or removable ..... Fixed second-row seats  
Rear seat direction ..... Front facing rear seat

Fore and aft seat ..... Second-row seats with manual fore and aft  
Rear head restraint control ..... Manual rear seat head restraint control  
Armrests rear mounted ..... Second-row outboard-only mounted armrests

*Lumbar Seats*

Driver lumbar ..... Driver seat with 2-way power lumbar

\* **Front passenger lumbar Front passenger seat with 2-way power lumbar**

*Front Seat Trim*

\* **Front seat upholstery ..... ActiveX leatherette front seat upholstery**

\* **Front seatback upholstery ..... Leatherette front seatback upholstery**

*Heated Front Seats*

Heated front seats ..... Heated driver and front passenger seats

*Third-Row Seats*

Bench seats ..... Third-row bench seat

Third-row seat fixed or removable ..... Fixed third-row seats

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**2023 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 360

**Selected Equip & Specs (cont'd)**

Third-row seats folding ... 50-50 folding third-row passenger seat  
Third-row seat facing ... Front facing third-row seat  
  
Third-row head restraints ... Height adjustable third-row head restraints

Third-row head restraint control ... Manual third-row head restraint control  
Third-row fold into floor seats ... Manual fold into floor third-row seat  
Third-row head restraint number ... 2 third-row head restraints

*Interior Accents*

Interior accents ... Chrome and metal-look interior accents

*Console Trim*

Console insert material ... Piano black console insert

**Entertainment Features**

*LCD Displays*

Primary touchscreen display ... Primary touchscreen display  
LCD primary display size ... 8 inch primary LCD display

Number of first-row LCD displays ... 2 total number of 1st row displays

*Radio Features*

Internal storage ... Internal storage capability  
  
Seek scan ... Seek scan

External memory ... SYNC 3 external memory control  
Internet radio capability ... Internet radio capability

*Speakers*

Speakers ... Standard grade speakers

Speakers number ... 6

*Audio Features*

Steering mounted audio control ... Steering wheel mounted audio controls  
Voice activated audio ... SYNC 3 voice activated audio controls

Speed sensitive volume ... Speed sensitive volume  
  
Wireless streaming ... Bluetooth wireless audio streaming

**Lighting, Visibility and Instrumentation**

*Instrument Panel Trim*

Panel insert ... Piano black and metal-look instrument panel insert

*Instrumentation*

Trip odometer ... Trip odometer

Instrumentation display ... Analog instrumentation display

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## 2023 Explorer 4dr 4x4 XLT (K8D)

Price Level: 360

## Selected Equip & Specs (cont'd)

### Instrumentation Displays

Speedometer	Redundant digital speedometer	Temperature display	Exterior temperature display
Driver information center	Driver information center	Clock	In-radio display clock
Compass	Compass	Eco feedback	ECO feedback display gauge

### Instrumentation Gauges

Tachometer	Tachometer	Oil level gauge	Oil level gauge
Engine/electric motor temperature gauge	Engine/electric motor temperature gauge	Gauge cluster display size (inches)	6.50

### Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low washer fluid warning	Low washer fluid warning
Low brake fluid warning	Low brake fluid warning	Battery charge warning	Battery charge warning
Headlights on reminder	Headlights on reminder	Key in vehicle warning	Key in vehicle warning
Bulb warning	Bulb failure warning	Door ajar warning	Door ajar warning
Trunk warning	Rear cargo ajar warning	Service interval warning	Intelligent Oil-Life Monitor service interval indicator
Low tire pressure warning	Tire specific low air pressure warning	Transmission fluid temperature warning	Transmission fluid temp warning

### Glass

* Laminated window	Laminated side window glass	Tinted windows	Deep tinted windows
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### Headlights

Headlights	LED low and high beam headlights	Headlight type	Aero-composite headlights
Auto headlights	Autolamp auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	Auto high-beam headlights	Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
DRL preference setting	DRL preference setting		

### Front Windshield

Wipers	Variable intermittent front windshield wipers	Speed sensitive wipers	Speed sensitive wipers
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### Interior Lighting

Illuminated entry	Illuminated entry	Illuminated ignition switch	Illuminated ignition switch
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**2023 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 360

**Selected Equip & Specs (cont'd)**

Variable panel light ..... Variable instrument panel light  
Rear reading lights ..... Rear reading lights

Front reading lights ..... Front reading lights

*Lights*

Running lights ..... LED daytime running lights

Interior courtesy lights ..... Fade interior courtesy lights

\* **Fog lights** ..... **Front LED fog lights**

LED brake lights ..... LED brake lights

High mount stop light ..... High mounted center stop light

Perimeter approach lighting ..... Remote activated perimeter approach lighting

**Technology and Telematics**

*Navigation*

\* **Integrated navigation** ..... **Integrated navigation system with voice activation**

*Connectivity*

Handsfree ..... Bluetooth handsfree wireless device connectivity

Smart device integration ..... SYNC 3/Apple CarPlay/Android Auto smart device mirroring

\* **Real time traffic** ..... **SiriusXM Traffic real-time traffic**

\* **Real time weather** ..... **Travel Link real-time weather**

Emergency SOS ..... SYNC 3 911 Assist emergency SOS system via mobile device

*USB Ports*

USB ports ..... 4 USB ports

**Safety and Security**

*Airbags*

Front impact airbag driver ..... Driver front impact airbag

Number of airbags ..... 8 airbags

Front impact airbag passenger ..... Passenger front impact airbag

Knee airbag ..... Driver and passenger side knee airbag

Front side impact airbag driver ..... Seat mounted side impact driver airbag

Front side impact airbag passenger ..... Seat mounted side impact front passenger airbag

Occupancy sensor ..... Airbag occupancy sensor

Overhead airbags ..... Safety Canopy System curtain first, second and third-row overhead airbags

*Seatbelts*

Height adjustable seatbelts ..... Front height adjustable seatbelts

Seatbelt pretensioners ..... Front seatbelt pretensioners

Seatbelt pretensioners number ..... 2 seatbelt pretensioners

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**2023 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 360

**Selected Equip & Specs (cont'd)**

*Security System*

Immobilizer ..... SecuriLock immobilizer  
Security system ..... Security system

Remote panic alarm ..... Remote panic alarm

*Active Driving Assistance*

Lane departure ..... Lane Keeping Alert

Blind spot ..... BLIS (Blind Spot Information System)

Forward collision warning ..... Pre-Collision Assist with Pedestrian Detection

Rear collision warning ..... Cross-Traffic Alert collision warning

Pedestrian detection ..... Pre-Collision Assist with Pedestrian Detection

Driver attention monitor ..... Driver Alert

\* **Traffic sign information ..... Speed Sign Recognition**

Distance alert ..... Following distance alert

\* **Evasion assist system ..... Evasive Steering Assist evasion assist system**

Restricted driving mode ..... MyKey restricted driving mode

\* **Autonomous cruise control ..... Hands-on cruise control**

\* **SAE Autonomy ..... Level 2 - partial automation SAE Autonomy**

*Cameras*

Rear camera ..... Rear camera with washer

*Traction Control*

Electronic stability control ..... AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll

*Parking Sensors*

Parking sensors ..... Reverse Sensing System rear parking sensors

*Occupant Safety*

Child door locks ..... Manual rear child safety door locks

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**2023 Explorer 4dr 4x4 XLT (K8D)**

Price Level: 360

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## Warranty

### Standard Warranty

#### *Basic Warranty*

Basic warranty ..... 36 months/36,000 miles

#### *Powertrain Warranty*

Powertrain warranty ..... 60 months/60,000 miles

#### *Corrosion Perforation*

Corrosion perforation warranty ..... 60 months/unlimited

#### *Roadside Assistance Warranty*

Roadside warranty ..... 60 months/60,000 miles

#### *Accessories Warranty*

Accessories warranty ..... 36 months/36,000 miles

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# Tri-City Emergency Vehicle Services

9934 North Alpine Rd, Suite 105  
 Machesney Park, IL. 61115  
 Phone: 815-633-2778 Fax: - -

Sub Estimate For Or

057790

## Estimate for Services

Estimate Date : 1/11/2024

**WCSC - Sheriffs Office, Winnebago County**  
 650 W STATE ST  
 Rockford, IL 61102  
 Office: 815-319-6312 Fax: 815-962-8551

2023 Ford - Explorer -  
 Unit # : 2023 DB

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
Grille light, red (ION) <i>WH IONR</i>	1.00	122.50	122.50	EMERGENCY EQUIPMENT - Install:  Lights Grille (2 ION, red & blue) Front intersection (2 Mini ION T, red/blue) Cargo side window (2 wide-angle ION, red/blue) Rear window interior (2 ION, red & blue) w/ vehicle-specific covers Hatch bottom (2 ION T, red & blue) Tail lamp flasher (SoundOff -P) Windshield light (Feral Signal XStream dual head, red/blue/white) w/ 2020+ PIU visor mount  Other equipment: Remote siren (Alpha SL) Siren / light controller (Feniex 4200 Mini) Siren speaker & vehicle-specific bracket (SA315P / SAK66D) Dual-band radio w/ remote head (provided by customer) w/ new radio tray, remote head power cable, radio power cable, remote mount cable, headliner speaker (front seat area, between seats), roof VHF & Starcom antennas, & 2 antenna cables Ignition override (Secure Idle) Rear weapon storage (LOFT weapon tray, non-partition mount) w/ gun lock timer	2,745.00
Grille light, blue (ION) <i>WH IONB</i>	1.00	122.50	122.50		
Front intersection light, red/blue (ION mini-T) <i>WH TLMIJ</i>	2.00	116.00	232.00		
Cargo side window light, red/blue (wide-angle ION) <i>WH WIONJ</i>	2.00	122.50	245.00		
Rear window light, red (ION) <i>WH IONR</i>	1.00	122.50	122.50		
Rear window light, blue (ION) <i>WH IONB</i>	1.00	122.50	122.50		
- Rear window ION cover <i>FD 13B46-</i>	2.00	53.50	107.00		
Hatch bottom light, red (ION T) <i>WH TLIR</i>	1.00	126.50	126.50		
Hatch bottom light, blue (ION T) <i>WH TLIB</i>	1.00	126.50	126.50		
Tail light flasher <i>SO ETFBSSN-P</i>	1.00	75.50	75.50		SHIPPING
Windshield light, dual head (FS XStream, red/blue/white) <i>FS XSM2-BRW</i>	1.00	254.00	254.00		
Windshield light visor mount kit for 2020+ PIU <i>FS XSMBKT11</i>	1.00	72.50	72.50		
Remote siren (Alpha SL) <i>WH ALPHASL</i>	1.00	247.50	247.50		
Siren / light controller (Feniex 4200 Mini) <i>FE 4200 Mini</i>	1.00	134.50	134.50		
Siren speaker & bracket (Whelen) <i>WH SA315P / SAK66D</i>	1.00	270.00	270.00		
Radio tray (high power trunion) <i>MOT HLN7003</i>	1.00	75.50	75.50		
Radio control head power cable <i>MOT HKN6188A</i>	1.00	40.50	40.50		
Radio 100W power cable (APX 7500 radio) <i>MOT HKN6110</i>	1.00	45.50	45.50		
Radio remote mount cable, 17 ft <i>MOT HKN6169</i>	1.00	114.00	114.00		
Radio speaker, headliner - 3" gray round flush mount	1.00	29.50	29.50		

# Tri-City Emergency Vehicle Services

9934 North Alpine Rd, Suite 105  
 Machesney Park, IL. 61115  
 Phone: 815-633-2778 Fax: - -

Sub Estimate For Or

057790

## Estimate for Services

Estimate Date : 1/11/2024

**WCSSO - Sheriffs Office, Winnebago County**  
 650 W STATE ST  
 Rockford, IL 61102  
 Office: 815-319-6312 Fax: 815-962-8551

2023 Ford - Explorer -  
 Unit # : 2023 DB

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
<i>SPKR MA3013G</i> Antenna mast, VHF (18")	1.00	15.63	15.63		
<i>ANTWHIP-152</i> Antenna mast, Starcom (3.3")	1.00	13.79	13.79		
<i>ANTWHIP</i> Antenna cable - RG58/U, 17 ft	2.00	21.01	42.02		
<i>ANTCAB MB8U</i> Antenna cable connector, mini-UHF	2.00	3.93	7.86		
<i>ANTCABCON MINUHF</i> Ignition override (Secure Idle)	1.00	150.00	150.00		
<i>SI 340U</i> Lower quarter panel clip	1.00	23.50	23.50		
<i>FD LB5Z-78550A82-AB</i> LOFT weapon storage compartment	1.00	728.00	728.00		
<i>LU LOFT-PIU20-GV</i> LOFT non-partition mount kit	1.00	175.00	175.00		
<i>LU LOFT-PIU20-NPKIT</i> Gun lock timer (Santa Cruz)	1.00	57.00	57.00		
<i>SC-7009</i> Electrical parts & supplies (wire, cable, fuses, relays, etc.)	1.00	285.58	285.58		
<i>EPS</i>					

Parts/Supplies: 4,184.38      Labor: ~~2,967.42~~ **2745.00**      Shipping: **222.12**      Total: \$ 7,151.50

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within \_\_\_ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts \_\_\_\_. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.



CHI-007599 PA 9-NORMAL, NB, 107599, PC281 4655 120230406 BLEND 4315 UTC CERT CERT CERT U R PA CERT TRD RAMP BUMP PCF



ford.com

VEHICLE DESCRIPTION

# EXPLORER

2023 EXPLORER XLT 4WD  
119" WHEELBASE  
2.3L ECOBOOST I-4 ENGINE  
10-SPEED AUTO TRANSMISSION

PG **A55183**

EXTERIOR  
RAPID RED MET TINTED CC  
INTERIOR  
EBONY ACTIVEX SEAT MTRL

**STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**


- |   |  |  |  |
|---|--|--|--|
| <p><b>EXTERIOR</b></p> <ul style="list-style-type: none"> <li>• DOOR HANDLES - BODY COLOR</li> <li>• EASY FUEL® CAPLESS FILLER</li> <li>• HEADLAMPS - AUTO LED</li> <li>• LED SIGNATURE LIGHTING</li> <li>• MIRRORS-MAN-FOLD DUAL PWR HEATED WITH APPROACH LAMPS</li> <li>• POWER LIFTGATE</li> <li>• PRIVACY GLASS - REAR DOORS</li> <li>• REAR INT WIPER/WASH/DFRST</li> <li>• REAR SPOILER, BODY COLOR</li> <li>• ROOF-RACK SIDE RAILS-BLACK</li> <li>• TAILLAMPS-LED</li> <li>• TRAILER SWAY CONTROL</li> <li>• VARIABLE INTERVAL WIPERS</li> </ul> | <p><b>INTERIOR</b></p> <ul style="list-style-type: none"> <li>• 1TOUCH UP/DOWN DR/PASS WIN</li> <li>• 3RD ROW - 50/50 FOLD FLAT</li> <li>• DUAL ILLUM VIS VANITY MIRR</li> <li>• FRONT ROW HEATED SEATS</li> <li>• IP CLUSTER 6.5" LCD SCREEN</li> <li>• LTHR WRAPPED STEERING WHL W/MOUNTED CTRLS, TILT/TELE</li> <li>• POWER DRIVER SEAT - 10 WAY</li> <li>• POWERPOINTS - 12V</li> <li>• ROTARY GEAR SHIFT DIAL</li> <li>• TRI-ZONE ELECTRNC TMP CTRL</li> <li>• USB A(1) AND C(1)-1ST ROW</li> </ul> | <p><b>FUNCTIONAL</b></p> <ul style="list-style-type: none"> <li>• 4-DR INTELL ACCESS LOCK/ UNLOCK W/PUSH-BUTTON START</li> <li>• AM/FM/MP3, 6 SPEAKERS</li> <li>• BRAKES, 4-WHEEL DISC/ABS</li> <li>• FORD CO-PILOT360™</li> <li>• FORDPASS™ CONNECT</li> <li>• HILL START ASSIST</li> <li>• REAR PARKING SENSORS</li> <li>• REAR VIEW CAMERA</li> <li>• REFRESH95</li> <li>• SIDE-WIND STABILIZATION</li> <li>• SIRIUSXM® - SVC N/A AK&amp;HI</li> <li>• SYNC®3 8" SCR N/W/APLINK®</li> </ul> | <p><b>SAFETY/SECURITY</b></p> <ul style="list-style-type: none"> <li>• ADVANCETRAC™ WITH RSC®</li> <li>• AIRBAG-DRIVER/PASS KNEE</li> <li>• AIRBAGS - DUAL STAGE FRONT</li> <li>• AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT</li> <li>• AIRBAGS - SAFETY CANOPY®</li> <li>• INDIV TIRE PRESS MONIT SYS</li> <li>• LATCH CHILD SAFETY SYSTEM</li> <li>• PERIMETER ALARM</li> <li>• PERSONAL SAFETY SYSTEM™</li> <li>• SOS POST-CRASH ALERT SYS™</li> </ul> <p><b>WARRANTY</b></p> <ul style="list-style-type: none"> <li>• 3YR/36,000 BUMPER / BUMPER</li> <li>• 5YR/60,000 POWERTRAIN</li> <li>• 5YR/60,000 ROADSIDE ASSIST</li> </ul> |
|---|--|--|--|

<b>INCLUDED ON THIS VEHICLE</b>	<b>(MSRP)</b>		<b>(MSRP)</b>
<b>EQUIPMENT GROUP 202A</b>	3,540.00		
-REMOTE START SYSTEM			
-HEATED STEERING WHEEL			
-8-WAY POWER PASSENGER SEAT			
<b>OPTIONAL EQUIPMENT/OTHER</b>			
2023 MODEL YEAR			
RAPID RED MET TINTED CC	495.00		
P255/55R20 A/S BSW TIRES			
4WD REGIONAL DISCOUNT	NO CHARGE		
50 STATE EMISSIONS	NO CHARGE		
TWIN PANEL MOONROOF	1,695.00		
CLASS IV TRAILER TOW PACKAGE	545.00		
AUTO START-STOP REMOVAL	- 50.00		
4G LTE WI-FI HOTSPOT CREDIT	- 20.00		
20" PREMIUM PAINTED ALUM WHLS	1,395.00		
FORD CO-PILOT360 ASSIST+	995.00		
.ADAPTIVE CRUISE CONTROL			
.VOICE-ACTV TOUCHSCRN NAV SYS			
.EVASIVE STEERING ASSIST			
REAR AUXILIARY CNTRLS CREDIT	- 100.00		
<b>DEALER INSTALLED OPTIONS</b>			
Roadside Assistance Kit	70.00		
First Aid Kit	50.00		

**PRICE INFORMATION**

BASE PRICE	\$40,570.00
TOTAL OPTIONS/OTHER	8,615.00
TOTAL VEHICLE & OPTIONS/OTHER	49,185.00
DESTINATION & DELIVERY	1,595.00
<b>TOTAL BEFORE DISCOUNTS</b>	<b>50,780.00</b>
<b>4WD REGIONAL DISCOUNT</b>	<b>- 300.00</b>
<b>TOTAL SAVINGS</b>	<b>- 300.00</b>

RESIDENCY RESTRICTIONS APPLY TO DISCOUNTS/SAVINGS - BASED ON CUSTOMER ZIP CODE. SEE DEALER FOR DETAILS.

	RAMP ONE	<b>CB43</b>	
	RAMP TWO	<b>CONVOY</b>	<b>TOTAL MSRP \$50,480.00</b>
		ITEM #: <b>44-4916 O/T 2</b>	 <p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit <a href="http://www.ford.com/finance">www.ford.com/finance</a>.</p>
This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.			PC281 N RB 2X 350 007599 03 28 23

**PUBLIC WORKS  
COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** January 16, 2024

**Resolution Title:** Resolution Authorizing a Joint Funding Agreement with The State of Illinois for Latham Road Resurfacing from Owen Center Road to IL-2 and for Appropriating RBI Funds. (Section 22-00709-00-RS)

**County Code:** PWC Resolution #24-001

**Board Meeting Date:** January 25, 2024

**Budget Information:**

<b>Was item budgeted? Yes</b>	<b>Appropriation Amount: \$ 800,000</b>
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code: 469-46330</b>	<b>Budget Impact: \$ 630,000</b>

**Background Information:** This agreement with the State is so that the County can receive \$119,700 from the State from the Truck Access Route Program (TARP). It also appropriates \$650,000 of RBI funds for this project.

**Recommendation:**

Staff recommends approval so this resurfacing project can be done in 2024.

**Contract/Agreement:**

After approval by County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**24-CR-XXX**

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

**RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT WITH THE  
STATE OF ILLINOIS FOR LATHAM ROAD RESURFACING FROM OWEN CENTER  
ROAD TO IL-2 AND FOR APPROPRIATING RBI FUNDS  
(SECTION: 22-00709-00-RS)**

**WHEREAS**, the Winnebago County Highway Department applied to the State of Illinois Department of Transportation for Truck Access Route Program (TARP) funds for the resurfacing of Latham Road from Owen Center Road to IL-2; and

**WHEREAS**, the total estimated cost for construction and construction engineering is \$750,000 with the County being selected to receive TARP funds for said improvement at a not to exceed limit of \$119,700; and

**WHEREAS**, in order to supplement the TARP funds, an estimated amount of \$630,000 will need to be appropriated from Rebuild Illinois (RBI) Funds for construction and construction engineering; and

**WHEREAS**, it would be in the public interest to enter into the attached Local Public Agency Agreement for State Participation for the resurfacing of Latham Road from Owen Center Road to IL-2 and to appropriate monies from Rebuild Illinois (RBI) Funds to cover the County's share of the cost of construction.

**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 Joint Funding Agreement and that the sum of six-hundred and thirty thousand (\$630,000) is appropriated from the County's RBI funds via BLR 09110 in substantially the form attached hereto under Section 22-00709-RS; 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

  
\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Angela Fellars

\_\_\_\_\_  
Chris Scrol

  
\_\_\_\_\_  
Jim Webster, Vice Chair

\_\_\_\_\_  
Jim Webster, Vice Chair

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
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



**Joint Funding Agreement  
for Construction Work**

**LOCAL PUBLIC AGENCY**

Local Public Agency		County	Section Number
Winnebago County		Winnebago	22-00709-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
TARP	N/A	N/A	N/A

**Construction**

State Job Number	Project Number
C-92-008-24	

- State-Let Construction  
  Locally Let Construction  
  Construction Engineering  
  Utilities  
  Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
Latham Road (CH 17)	FAS 0054	1.35 miles	From	To
			03.10	04.45
Location Termini				
0.1 MI E of Owen Center RD to E of La Maine DR				
Current Jurisdiction	Existing Structure Number(s)		Add Location	
Winnebago County			Remove	

**PROJECT DESCRIPTION**

The project consists of the placement of two lifts of HMA binder, longitudinal joint sealer, HMA surface, HMA shoulder, aggregate shoulder, incidental HMA surfacing, rumble strips at the edge of the shoulder and at the centerline of pavement, pavement markings, and other ancillary work.

**LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS**

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

**METHOD OF FINANCING - (State-Let Contract Work Only)**

Check One

- METHOD A - Lump Sum** (80% of LPA Obligation \_\_\_\_\_) Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
- METHOD B - \_\_\_\_\_ Monthly Payments** of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month. Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
- METHOD C - LPA's Share** \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment. Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

**THE LPA AGREES:**

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA**'s certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or



- b. modification of any Federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
  17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
  18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

**THE STATE AGREES:**

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
  - a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

**FISCAL RESPONSIBILITIES:**

1. **Reimbursement Requests:** For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to



the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice:** The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.  
  
Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
6. **Single Audit Requirements:** If the LPA expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes..
7. **Federal Registration:** LPA's are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input checked="" type="checkbox"/>	4.	State Construction Addendum for BLR 05310C
<input checked="" type="checkbox"/>	5.	Resolution Establishing a Class II or Prohibited Truck Route

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

--

Title of Official

--

Signature

Date

--	--

The above signature certifies the agency's TIN number is  
366006681 conducting business as a Governmental Entity.

DUNS Number 010243822

UEI \_\_\_\_\_

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

--	--

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

--	--

Yongsu Kim, Chief Counsel

Date

--	--

Vicki Wilson, Chief Fiscal Officer

Date

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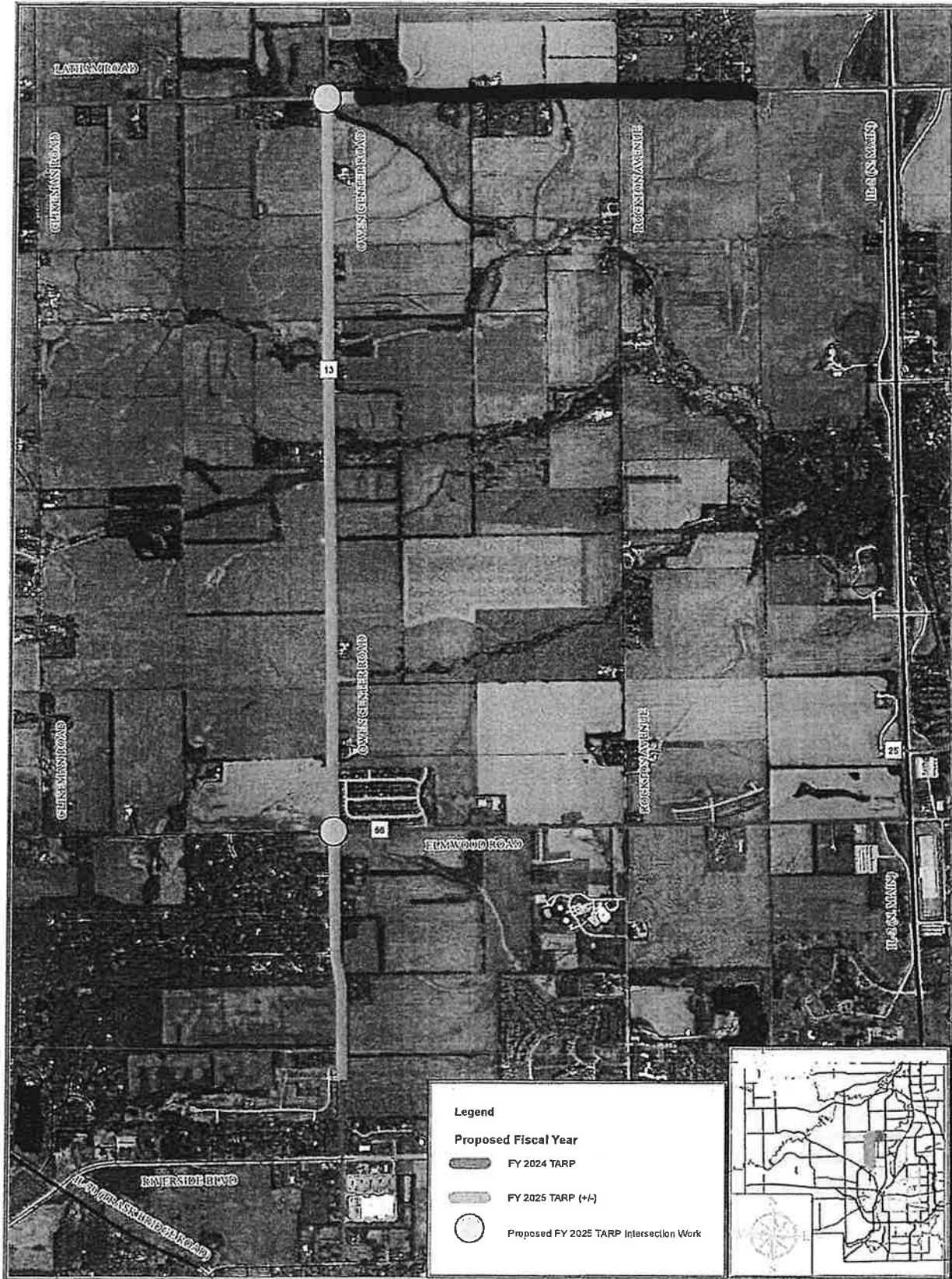
**NOTE:** A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.



# WINNEBAGO COUNTY HIGHWAY DEPARTMENT

## FY 2024 TARP Location Map (Latham Road from E/O Owen Center to W/O IL-2)



Revised: 9/12/2023



**Resolution for Improvement  
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

Yes     No

Resolution Type	Resolution Number	Section Number
Original		22-00709-00-RS

BE IT RESOLVED, by the Board of the County of Winnebago Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

**For Roadway/Street Improvements:**

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Latham Road	1.33	C.H.17 (FAS 54)	East of Owen Center Road	West of IL-2 (N. Main Street)

**For Structures:**

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 the existing pavement from existing HMA shoulder to existing HMA shoulder (32') with a 2' aggregate wedge at each shoulder, pavement markings, rumble strips at the centerline and edge of pavement, and other ancillary items. Rebuild Illinois Funds (RBI) will be used for this project

2. That there is hereby appropriated the sum of six-hundred and thirty thousand.

         Dollars ( \$630,000.00 ) for the improvement of said section from the Local Public Agency's allotment of ~~Motor Fuel Tax funds.~~ RBI 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,          County Clerk in and for said County

of Winnebago in the State aforesaid, and keeper of the records and files thereof, as provided by 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          Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this          day of          Month, Year

(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:** January 16, 2024

**Resolution Title:** Ordinance Amending Chapter 82 of the Winnebago County Code Designating Latham Road (C.H. 17) from Meridian Road (CH 24) to IL-2 and Owen Center Road (C.H. 13) from Riverside Boulevard (C.H. 55) to Latham Road (C.H. 17) as Class II Truck Routes

**County Code:** PWC Resolution #24-002

**Board Meeting Date:** January 25, 2024

**Budget Information:**

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

**Background Information:** This ordinance is a requirement by the State when Truck Access Route Program (TARP) funds are allocated (per resolution 24-001).

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

N/A

**Legal Review:**

By the State Attorney's office.

**Follow-Up:** After the ordinance is adopted and the improvements are completed, Latham Road in 2024 and Owen Center in 2025, Class II Truck Route signs will be installed by the Highway Dept.

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

**24-0R**

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

**ORDINANCE AMENDING CHAPTER 82 OF THE WINNEBAGO COUNTY CODE  
DESIGNATING LATHAM ROAD (C.H. 17) FROM MERIDIAN ROAD (C.H. 24) to IL-2  
AND OWEN CENTER ROAD (C.H. 13)  
FROM RIVERSIDE BOULEVARD (C.H. 55) TO LATHAM ROAD (C.H. 17)  
AS CLASS II TRUCK ROUTES**

**WHEREAS** the County of Winnebago has programmed improvements for Latham Road from Owen Center Road to IL-2 (Sec 22-00709-00-RS) and also for Owen Center Road from Riverside Boulevard to Latham Road (Sec 22-00712-00-SP); and

**WHEREAS** the Illinois Department of Transportation has allocated Truck Access Route Program (TARP) funds for participation in each of these projects; and

**WHEREAS** to obtain TARP funding the above noted roadway segments will need to be designated as Class II Truck Routes; and

**WHEREAS** by resolution the Board of the County of Winnebago has authorized the execution of an agreement with the State of Illinois Department of Transportation for TARP funding of the above noted roadway segments; and

**WHEREAS** Chapter 82 of the Winnebago County Code regulates traffic and vehicles upon highways within the Winnebago County Highway System; and

**WHEREAS** Section 15-102 et. seq. of the Illinois Vehicle Code, 625 ILCS 5/15 102 et. seq. permits the County of Winnebago to designate the class of highway within the Winnebago County Highway System; and

**WHEREAS** it would be in the public interest to designate the above noted roadway segments on portions of County Highways 17 and 13 as Class II Truck Routes.

**NOW THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois Section 82-102 of the Winnebago County Code is hereby amended to read as follows (changes are in bold):

Sec. 82-102. – Class II highways.

<u>ROAD NAME</u>	<u>FROM</u>	<u>TO</u>
Latham Road (C.H. 17)	From Meridian Road (C.H. 24)	IL-2 (N. Main)
Owen Center Road (C.H. 13)	From Riverside Boulevard (C.H. 55)	Latham Road (C.H. 17)

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect immediately upon its adoption but the amended Class II designation determined and declared herein shall not become effective until the completion of the construction of improvements to County Highways 17 and 13, its acceptance by the County Engineer, and the appropriate signs giving notice of the weight limit and highway classification are erected.

APPROVED: \_\_\_\_\_  
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



Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

  
\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

Angela Fellars  
\_\_\_\_\_  


\_\_\_\_\_  
Angela Fellars

Chris Serol  
\_\_\_\_\_  


\_\_\_\_\_  
Chris Serol

Jim Webster, Vice Chair  
\_\_\_\_\_  


\_\_\_\_\_  
Jim Webster, Vice Chair

John Penney  
\_\_\_\_\_  


\_\_\_\_\_  
John Penney

John Guevara  
\_\_\_\_\_  


\_\_\_\_\_  
John Guevara

Kevin McCarthy  
\_\_\_\_\_  


\_\_\_\_\_  
Kevin McCarthy

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 Establishing a Class II or Prohibited Truck Route

Resolution Number [ ]

WHEREAS, the State of Illinois by its General Assembly has enacted the Illinois Vehicle Code, and WHEREAS, 625 ILCS 5/1-126.1 provides that local authorities may designate Class II or Prohibited Truck Route highways within their jurisdiction, and its accordance with 625 ILCS 5/15-111(f), weight limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, County of Winnebago is desirous of designating truck routes under their jurisdiction as follows:

NOW THEREFORE, BE IT RESOLVED, that the portion of roadways as listed below will be designated as shown.

Table with 5 columns: Route/Street Name(s), Beginning Termini, Ending Termini, Length, Designation. Rows include Latham Road and Owen Center Road.

Add Row button

BE IT FURTHER RESOLVED, that County of Winnebago in accordance with 625 ILCS 5/15-116 which requires local public agencies to provide the Department of Transportation with reference contact names and telephone numbers provides contact information as follows:

Table with 3 columns: Name, Title, Phone Number. Lists Carlos Molina, Sean Von Bergen, and Matt Fox with their titles and phone numbers.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit three (3) certified originals of this resolution to the district office of the Department of Transportation along with a location map indicating the roadways being classified.

I, [Name of Clerk] County Clerk in and for said County of Winnebago in the State aforesaid, and keeper of the records and files thereof,

as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by County of Winnebago at a meeting held on [Date]

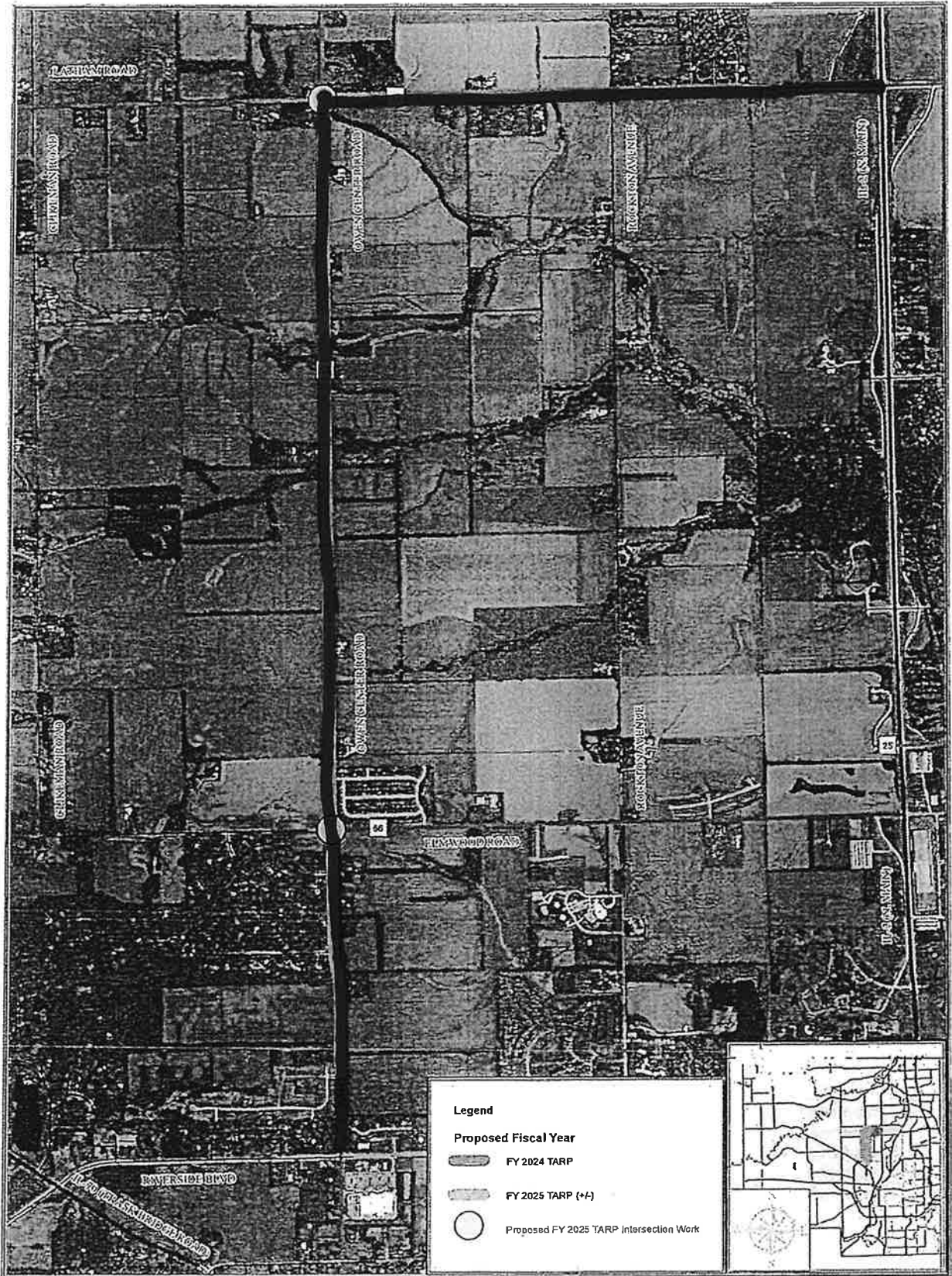
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this [Day] day of [Month/Year]

(SEAL, if required by the LPA)

Signature & Date [ ]

# WINNEBAGO COUNTY HIGHWAY DEPARTMENT

## FY 2024 TARP Location Map (Latham Road from E/O Owen Center to W/O IL-2)



Revised: 9/12/2023



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** January 16, 2024

**Resolution Title:** Resolution Authorizing a Structural Engineering Agreement with Willett Hofmann & Associates, Inc. for Bridge Load Rating Updates as Part of the Centralized Agency Permitting System (CAPS)

**County Code:** PWC Resolution #24-003

**Board Meeting Date:** January 25, 2024

**Budget Information:**

<b>Was item budgeted? Yes</b>	<b>Appropriation Amount: \$ 20,000</b>
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code: (CAPS)- 461-46331 FY 2024 Budget Impact: \$20,000</b>	

**Background Information:** Load rating charts were created for all structures/bridges in the County (funded by a 2018 federal grant) to assist Highway Department staff when issuing overweight permits under CAPS. Work was completed in 2023. The rating charts need to be updated on a regular basis to account for new structures, revised structure ratings, change in the condition of structures, etc. This agreement will also provide for the consultant to do, when requested by County staff, additional structural analysis for unforeseen load configurations. This is a two year agreement with a not to exceed cost of \$20,000 per year and to be covered by CAPS permit fees (\$25/permit).

**Recommendation:**

Staff recommends approval.

**Contract/Agreement:**

After County Board approval

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**24-CR-XXX**

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

**RESOLUTION AUTHORIZING A  
STRUCTURAL ENGINEERING AGREEMENT WITH  
WILLETT HOFMANN & ASSOCIATES, INC. FOR BRIDGE LOAD RATING  
UPDATES AS PART OF THE CENTRALIZED AGENCY PERMITTING SYSTEM  
(CAPS)**

**WHEREAS**, a bridge load permitting study to create a County wide structural ratings database for all County bridges was completed in 2023, per a federal grant approved by the County Board in December of 2018; and

**WHEREAS**, the load ratings chart is used by Highway Department personnel when issuing overweight permits under CAPS; and

**WHEREAS**, said chart needs to be updated periodically due to new or rehabilitated structures, rating changes, inspections changes and unforeseen load permit requests requiring additional analysis; and

**WHEREAS**, Willett, Hofmann & Associates, Inc. has agreed to provide the above captioned structural engineering services until December 31, 2025 as set forth in the attached Local Public Agency Engineering agreement (AGREEMENT); and

**WHEREAS**, it would be in the public interest to enter into the attached AGREEMENT for the not to exceed price of \$20,000 per year.

**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, the attached Local Public Agency Engineering Services Agreement with Willett, Hofmann & Associates, Inc., for a not to exceed price of \$20,000 per year; and that permit fees collected by CAPS be utilized to pay for these services; 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 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





Local Public Agency Engineering Services Agreement

Using Federal Funds? [ ] Yes [x] No Agreement For Local Funds Agreement Type Original

LOCAL PUBLIC AGENCY

Local Public Agency Winnebago County Highway County Winnebago Section Number N/A Job Number N/A Project Number N/A Contact Name Carlos Molina Phone Number (815) 319-4000 Email CMolina@hwy.wincoil.gov

SECTION PROVISIONS

Local Street/Road Name N/A Key Route N/A Length N/A Structure Number N/A Location Termini N/A Add Location Remove Location

Project Description Rating chart updates including quarterly updates/review for addition of new structures, rating changes, and inspection changes. Individual permit request requiring additional analysis.

Engineering Funding [ ] MFT/TBP [ ] State [x] Other Local Anticipated Construction Funding [ ] Federal [ ] MFT/TBP [ ] State [x] Other Local

AGREEMENT FOR

[ ] Phase I - Preliminary Engineering [x] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name Willett, Hofmann & Associates, Inc. Contact Name Brian Converse Phone Number (815) 284-3381 Email bconverse@willetthofmann.com Address 809 E. 2nd St. City Dixon State IL Zip Code 61021

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Exhibit E - Rates
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER'S professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER'S responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER



shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate \$20,000.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where  $FF = (0.33 + R) DL + \%SubDL$ , where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
11. For Preliminary Engineering Contracts:
- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Willett, Hofmann & Associates, Inc.	36-2600957	\$20,000.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$20,000.00
Total for all work		\$20,000.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The  Local Public Agency Type of  Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency  Local Public Agency Type  Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:  Prime Consultant (Firm) Name

By (Signature & Date)

Title

By (Signature & Date)

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County Highway	Willett, Hofmann & Associates,	Winnebago	N/A

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Professional design services for quarterly rating chart updates/review for addition of new structures, rating changes, and inspection changes. Individual permit request requiring additional analysis.
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County Highway	Willett, Hofmann & Associates,	Winnebago	N/A

**EXHIBIT B  
PROJECT SCHEDULE**

Start: January 29, 2024 End Date: December 31, 2025
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County Highway	Willett, Hofmann & Associates,	Winnebago	N/A

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

# **UNFINISHED BUSINESS**



# Appointments

**NEW BUSINESS**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: January 25, 2024

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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**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 Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
  - a. Collateralization Report – December 31, 2023
  - b. Investment Report - as of December 31, 2023
  - c. Winnebago County Treasurer Bank Balances –December, 2023

**Adjournment**