



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

Winnebago County Courthouse
400 West State Street, Rockford, IL 61101
County Board Room, 8th Floor and
(In Person Meeting with Zoom Option)

Monday, June 21, 2021
6:00 p.m.

1. **Call to Order**Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance** Board Member Burt Gerl
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 – Michele Pankow, RFD Division Chief of Operations and City of Rockford Emergency Manager, currently acting as Emergency Operation Center Manager for Winnebago County, update on ChemTool Disaster Response
 - C. Public Hearings – None
 - D. Public Participation – None
 - E. Chairman’s Service Award – Presented to Tim McWilliams
6. **Approval of Minutes**Chairman Joseph Chiarelli
 - A. Approval of May 27, 2021 minutes
 - B. Layover of June 10, 2021 minutes
7. **Consent Agenda**.....Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report – Approval of Bills
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30 day layover unless there is a suspension of the rule).**
 - A. Board of Health to be Laid Over 30 Days
 1. Gabrielle Torina (New Appointment), Rockford, Illinois, June 2021 – June 2024 (Appointed by Rockford City Council 05/20/21)
 - B. Zoning Board of Appeals to be Laid Over 30 Days

1. Greg Tilly (New Appointment), Cherry Valley, Illinois, to fill remaining Term of Arlene Williams which expires November 2021

9. Reports of Standing CommitteesChairman Joseph Chiarelli

A. Finance CommitteeJaime Salgado, Committee Chairman

1. Committee Report

B. Zoning CommitteeJim Webster, Committee Chairman

Planning and/or Zoning Requests:

1. Z-03-21 A map amendment to rezone +/- 10 acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for vacant property that is commonly known as 6341 S. Perryville Road and 6403 S. Perryville Road, Cherry Valley, IL 61016 in Cherry Valley Township, District 9 to be laid over.
2. Z-04-21 A map amendment to rezone +/- 5 acres from the AG, Agricultural Priority District to the RR, Rural Residential District (a sub-district of the RA District) for the property that is commonly known as 11227 Havens Woods Road, Roscoe, IL 61073 in Roscoe Township, District 4 to be laid over.
3. Resolution Amending the Winnebago County Health Department Soil Boring Fee Schedule, County-wide
4. Committee Report

C. Economic Development CommitteeJas Bilich, Committee Chairman

1. Committee Report

D. Operations & Administrative CommitteeKeith McDonald, Committee Chairman

1. Committee Report

E. Public Works CommitteeDave Tassoni, Committee Chairman

1. Committee Report
2. (21-017) Resolution Authorizing the Execution of a Local Public Agency Agreement for Federal Public Agency Agreement for Federal Participation for the Construction of the Perryville Bike Path Extension Between Illinois Route 173 and Hart Road (Section 16-00633-00-BT)
Total Cost: \$1,202,418
IDOT Cost: \$ 984,960
WC Cost: \$ 217,458
C.B. District: 7
3. (21-018) Resolution Authorizing the Award of a Bid for Resurfacing Baxter Road from Mulford to Perryville Roads and Perryville Road from Baxter Road to CN Railroad – Cherry Valley Township (Section 21-02000-01-GM)
Cost: \$ 568,691.77
C.B. District: 9, 11 & 15

F. Public Safety and Judiciary CommitteeBurt Gerl, Committee Chairman

1. Committee Report
2. Resolution Awarding Purchase of the LiveScan Fingerprint System

10. Unfinished Business.....Chairman Joseph Chiarelli
Appointments

- A. Rock River Water Reclamation District read in May 13, 2021
 - 1. Donald Massier (Reappointment), Loves Park, Illinois, May 2021 – May 2024
- B. Northwest Fire Protection District read in May 13, 2021
 - 1. Matt Lawrence (Reappointment), Rockford, Illinois, May 2021 – May 2024
- C. Winnebago County Board of Health read in May 13, 2021
 - 1. Jennifer Muraski (New Appointment), Rockford, Illinois, June 2021 – June 2024
 - 2. Angie Goral (Reappointment), Rockford, Illinois, October 2020 – October 2021
- D. North Park Public Water District read in May 13, 2021
 - 1. Karen Biever (Reappointment), Rockford, Illinois, May 2021 – May 2026
 - 2. Keli Freedlund (Reappointment), Rockton, Illinois, May 2021 – May 2026
- E. Rockford Corridor Improvement read in May 13, 2021
 - 1. LoRayne Logan (New Appointment), Rockford, Illinois, June 2021 – June 2024
 - 2. Pastor Maurice A. West (Reappointment), Rockford, Illinois, November 2020 – November 2023
- F. North Park Fire Protection District read in May 13, 2021
 - 1. Brent Meade (Reappointment), Machesney Park, Illinois, November 2019 – November 2022
 - 2. Jeffery Vaughan (Reappointment), Rockford, Illinois, February 2021 – February 2024

11. New Business.....Chairman Joseph Chiarelli

- A. Resolution Approving the Extension of the Executive Proclamation of a Disaster Emergency in the County of Winnebago, Illinois (ChemTool Fire)

12. Announcements & CommunicationsClerk Lori Gummow

- A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

**Next Meeting: Monday, June 28, 2021, 5:30 pm, County Board Meeting of the Whole,
County Administration Building, Room 303
and
Thursday, July 8, 2021, 6:00 pm, County Board Meeting**

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

Chairman's
SERVICE EXCELLENCE
.....
AWARD
.....

presented to

Tim McWilliams

I, Joseph V. Chiarelli, Chairman of the Winnebago County Board hereby recognize Tim McWilliams for his life-saving efforts as an Animal Services Officer on May 6, 2019. If it weren't for his heroic actions that evening, a life may have been lost. Mr. McWilliams represents the very best values of our community and has served as a great example of what our community deserves in its public servants.

Joseph V. Chiarelli

Winnebago County Board Chairman Joseph V. Chiarelli



Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
MAY 27, 2021**

1. Interim Chairman Arena Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 27, 2021 at 6:00 p.m.
2. County Board Member Crosby gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 20 Present. 0 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present.)

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

5. Awards - None

 Presentations - None

 Public Hearings - None

 Public Participation- None

APPROVAL OF MINUTES

6. Interim Chairman Arena entertained a motion to approve the Minutes. Board Member Hoffman made a motion to approve County Board Minutes of April 22, 2021 and layover County Board Minutes of May 13, 2021, seconded by Board Member Nabors. Motion was approved by a roll call vote of 20 yes votes.

CONSENT AGENDA

7. Interim Chairman Arena entertained a motion to approve the Consent Agenda for May 27, 2021. Board Member Nabors made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report –Approval of Bills, seconded by Board Member Bilich. Motion was approved by a roll call vote of 20 yes votes.

APPOINTMENTS

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

APPOINTMENT(S)

A. Hulse Cemetery of Pecatonica Board of Trustees to be Laid Over 30 Days

1. John Burns (Reappointment), Rockford, Illinois, May 2020 – May 2026
2. Thomas Doherty (Reappointment), Rockford, Illinois, May 2020 – May 2026
3. Karen Donoho (Reappointment), Davis Junction, Illinois, May 2020 – May 2026
4. Carol Diane Parker (Reappointment), Rockford, Illinois, May 2020 – May 2026
5. Stephen J. Burns (Reappointment), Rockford, Illinois, May 2021-2027
6. Mary Anne Doherty (Reappointment), Loves Park, Illinois, May 2021 – May 2027
7. David Gill (Reappointment), Rockford, Illinois, May 2021 – May 2027
8. Timothy Gill (Reappointment), Rockford, Illinois, May 2021 – May 2027

Board Member Webster made a motion to suspend the rules on item B. (as listed below), seconded by Board Member Crosby. Motion to suspend the rules was approved by a roll call vote of 20 yes votes. Board Member Webster made a motion to approve the reappointment of Brian Erickson, seconded by Board Member Lindmark. Motion was approved by a roll call vote of 20 yes votes.

B. Zoning Board of Appeals to be Laid Over 30 Days (5-Year Reappointment)

1. Brian Erickson, Rockton, Illinois, May 2021 – May 2026

C. Harlem Cemetery Association to be Laid Over 30 Days (6-Year Reappointment)

1. James Lyford, Caledonia, Illinois, May 2021 – May 2027

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado read in for the first reading of an Updated Ordinance Establishing a Property Assessed Clean Energy (“PACE”) Program to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Fellars. Motion to suspend was approved by a roll call vote of 20 yes votes. Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Fellars. Discussion by Larry White, Mark Pikus, and

Board Members Butitta, Goral, and Kelley. Motion was approved by a roll call vote of 20 yes votes.

10. PACE Ordinance Red Lined Version

ZONING COMMITTEE

11. Board Member Webster read in for the first reading of SU-02-21 A Special Use Permit for an Agri-Business to allow U-Pick Operations (i.e. an Apple Orchard and Raspberry / Pumpkin Patches), a Cider Mill and a Petting Zoo, inclusive of Traditional Accessory Uses (i.e. a Gift Shop, Parking, etc.) in the AG, Agricultural Priority District for the property that is commonly known as 8218 Cemetery Road, Winnebago, IL 61088 In Burritt Township, District 1, to be laid over. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Crosby. Motion to suspend the rules was approved by a roll call vote of 20 yes votes. Board Member Webster made a motion to approve SU-02-21 (with conditions), seconded by Board Member McCarthy. Discussion by Board Members Webster and Goral. Motion was approved by a roll call vote of 20 yes votes.

ECONOMIC DEVELOPMENT

12. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

13. Board Member McDonald announced a meeting for next Thursday regarding census status.

PUBLIC WORKS

14. Board Member Tassoni made a motion to approve (21-011) Resolution Authorizing the Award of a Bid for Bridge Deck Sealing, Various Locations (Section 21-00682-00-BR), seconded by Board Member Webster. Motion was approved by a roll call vote of 20 yes votes.
15. Board Member Tassoni made a motion to approve (21-012) Resolution Authorizing the Award of a Bid for 2021 PCC Patching Program (Section 21-00000-02-GM), seconded by Board Member Hoffman. Motion was approved by a roll call vote of 20 yes votes.
16. Board Member Tassoni made a motion to approve (21-013) Resolution Authorizing the Award of Bid for the 2021 Township Seal Coating Program, seconded by Board Member McCarthy. Motion was approved by a roll call vote of 20 yes votes.
17. Board Member Tassoni made a motion to approve (21-014) Resolution Authorizing the Award of a Bid for Bulk Rock Salt, seconded by Board Member Nabors. Discussion by Board Member Tassoni. Motion was approved by a roll call vote of 20 yes votes.

18. Board Member Tassoni made a motion to approve (21-015) Resolution Authorizing the Execution of a Engineering Services Agreement with Effective Management Decisions, LLC to Conduct a Facility Space Needs Assessment for Improvements at the Highway Department's Maintenance Facility (Section 20-00679-00-MG), seconded by Board Member Nabors. Discussion by Board Member Tassoni. Motion was approved by a roll call of 20 yes votes.
19. Board Member Tassoni made a motion to approve (21-016) Resolution Authorizing an Intergovernmental Agreement with the Village of Machesney Park and the City of Loves Park for Cost Sharing for the Operation and Maintenance of a Stage Stream Gage on the Rock River at Latham Road Bridge, seconded by Board Member McDonald. Discussion by Board Member McDonald. Motion was approved by a roll call vote of 20 yes votes.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

20. No Report.

UNFINISHED BUSINESS

FINANCE COMMITTEE

Board Member Salgado made a motion to postpone indefinitely Agenda items A. and B (as listed below), seconded by Board Member Hoffman. Motion was approved by a roll call vote of 20 yes votes.

- A. Resolution Supporting SB1721 – Proposed Amendments to the Property Tax Code (35 ILCS 200/21-90; 35 ILCS 200/21-215; 35 ILCS 200/21-355) Counties Code (55 ILCS 5/5-1121) and Illinois Municipal Code (65 ILCS 5/11-31-1) Laid Over from April 8 and 22, 2021 Meetings.
- B. Resolution Opposing SB2278 – Proposed Amendment to State Statute 55 ILCS 5/5-1006.5 (Special County Retailers' Occupation Tax for Public Safety, Public Facilities, Mental Health, Substance Abuse, or Transportation) Laid Over from April 8 and 22, 2021 Meeting.

APPOINTMENTS

Interim County Chairman Arena entertained a motion to approve Items A., B., and C. (as listed below) together. Board Member Crosby made a motion to approve Items A. B., and C. (as listed below), seconded by Board Member McDonald. Motion was approved by a roll call vote of 20 yes votes.

A. Community Action Agency (1 – Year Appointment)

1. Dorothy Redd, May 2021 – May 2022, Read in 4/22/21, Laid Over 30 Days, Vote 5/27/21

B. 911 ETSB (3 – Year Appointment)

1. Don Carlson, April 2019 – April 2022, Read in 4/22/21, Laid Over 30 Days, Vote 5/27/21

C. Board of Review (2 –Year Appointments)

1. Pamela Cunningham, June 1, 2021 – May 31, 2023, Read in 4/22/21, Laid Over 30 Days, Vote 5/27/21
2. Jay Dowthard, June 1, 2021 – May 31, 2023, Read in 4/22/21, Laid Over 30 Days, Vote 5/27/21

NEW BUSINESS

21. Board Member Webster spoke of gun laws. Discussion by Board Member Crosby.

ANNOUNCEMENTS & COMMUNICATION

22. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:
 - A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 86, No. 74/Tuesday, April 20, 2021 / Notices
 - b. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clifton Power Station, Unit No. 1 ; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; and Nine Mile Point Nuclear Station, Unit 2 – Request for Additional Information Regarding Proposed Alternative to use ASME Code Case N-893 (EPIDS L-2020-LLR-0147 and 1-2020-llr-0148)
 - c. Byron Station – Design Basis Assurance Inspection (TEAMS) Inspection Report 05000454/2021011 and 05000455/2021011
 - d. Federal Register / Vol. 86, No. 94 / Tuesday, May 18, 2021 / Notices
 - e. Federal Register / Vol. 86, No. 94 / Tuesday, May 18, 2021 / Notices
 - B. County Clerk Gummow submitted from Mediacom Communications Corporation a letter regarding Mediacom Annual Customer Service Report.

- C. County Clerk Gummow submitted the Monthly Report for April, 2021 from the Winnebago County Recorder's Office.
- D. County Clerk Gummow submitted from the Illinois Department of Natural Resources a Grading and/or Vegetation Surety Bond Release.
- E. County Clerk Gummow submitted from Charter Communications a letter regarding the Quarterly Franchise Fee Payment for the following:
 - a. Harlem Township
 - b. Rockton Township
 - c. Roscoe Township
- F. County Clerk Gummow submitted from Charter Communications a letter regarding the Summary of Revenues Franchise Fee for the following:
 - a. Harlem Township
 - b. Rockton Township
 - c. Roscoe Township

Board Member McCarthy spoke of the Memorial Day holiday and what it is truly about.

ADJOURNMENT

23. Interim Chairman Arena entertained a motion to adjourn. County Board Member Bilich moved to adjourn the meeting, seconded by Board Member Butitta. Motion was approved by a voice vote. The meeting was adjourned at 6: 48 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JUNE 10, 2021**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, June 10, 2021 at 6:01 p.m.
2. County Board Member Fellars gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Bilich, Booker, Butitta, Crosby, Fellars, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present.) (Board Members Gerl and Nabors were absent.)

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

5. Awards - None
- Presentations - Scott Bloomquist, Regional Superintendent, ROE4. Discussion by Board Members Goral, Tassoni, and Fellars.
- Board Member Nabors arrived at 6:06 p.m.
- Public Hearings - None
- Public Participation- None
- Proclamations - Board Member Fellars read in a proclamation in recognition of "LGBTQ Pride Month."
- Chairman Chiarelli presented a proclamation to Tommy Meeks, Juneteenth Committee, in recognition of "Juneteenth National Freedom Day."

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Bilich made a motion to approve County Board Minutes of May 13, 2021 and layover County Board Minutes of May 27, 2021, seconded by Board Member Hoffman. Motion was approved by a roll call vote of 19 yes votes. (Board Member Gerl was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for June 10, 2021. Board Member Crosby made a motion to approve the Consent Agenda which includes the Raffle Report, seconded by Board Member Lindmark. Motion was approved by a roll call vote of 19 yes votes. (Board Member Gerl 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).**

APPOINTMENT(S)

A. County Administrator Appointment of Deb Crozier as Winnebago County Human Resources Director.

Board Member Fellars made a motion to approve the appointment of Deb Crozier, seconded by Board Member Crosby. Discussion by Board Members Webster, Nabors, and Redd. Motion was approved by a roll call vote of 18 yes votes. (Board Member Nabors voted no.) (Board Member Gerl was absent.)

B. New Milford Fire Protection District to be Laid Over 30 Days

1. Rob Sickler (Reappointment), Rockford, Illinois, May 2021 – May 2024

C. Cherry Valley Fire Protection District to be Laid Over 30 Days

1. William LeFevre, (Reappointment), Rockford, Illinois, May 2021 – May 2024
2. Rebecca Ihne, (Reappointment), Rockford, Illinois, May 2021 – May 2024
3. Karl Ericksen, (Reappointment), Rockford, Illinois, May 2019 – May 2022

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve a Resolution Approving the Hiring of Outside Legal Counsel for Labor Negotiations, seconded by Board Member Arena. Motion was approved by a roll call vote of 18 yes votes and 1 no vote. (Board Member Fellars voted no.) (Board Member Gerl was absent.)
10. Board Member Salgado read in for the first reading of an Ordinance Approving the Hiring of Outside Legal Counsel for Labor Negotiations Budget to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member McCarthy. Motion to suspend was approved by a roll call vote of 19 yes votes. (Board Member Gerl was absent.) Board

Member Salgado made a motion to approve the Ordinance, seconded by Board Member Arena. Motion was approved by a roll call vote of 18 yes votes and 1 no vote. (Board Member Fellars voted no.) (Board Member Gerl was absent.)

11. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of Litigation (Dennis D. Ballinger v. Frank Haney, Chairman of the Winnebago County Board and the Winnebago County Board), seconded by Board Member Hoffman. Motion was approved by a roll call vote of 19 yes votes. (Board Member Gerl was absent.)
12. Board Member Salgado read in for the first reading of an Ordinance Authorizing a Budget Adjustment for Settlement of Litigation (Dennis D. Ballinger v. Frank Haney, Chairman of the Winnebago County Board and the Winnebago County Board) to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Webster. Motion to suspend was approved by a roll call vote of 19 yes votes. (Board member Gerl was absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Crosby. Discussion by Board Member Salgado. Motion was approved by a roll call vote of 19 yes votes. (Board Member Gerl was absent.)
13. Board Member Salgado read in for the first reading of an Ordinance for Approval for Self-Represented Litigant Grant to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Nabors. Motion to suspend the rules was approved by a roll call vote of 19 yes votes. (Board Member Gerl was absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Hoffman. Motion was approved by a roll call vote of 19 yes votes. (Board Member Gerl was absent.)
14. Board Member Salgado made a motion to approve a Resolution for Approval for Workman's Compensation Settlements, seconded by Board Member Arena. Motion was approved by a roll call vote of 19 yes votes. (Board Member Gerl was absent.)

ZONING COMMITTEE

15. No Report.

ECONOMIC DEVELOPMENT

16. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

17. Board Member McDonald made a motion to postpone indefinitely a Resolution Urging the General Assembly and Governor to Assist Counties Required to Meet Deadlines to Reapportion County Board Districts Without Federal Census Date, seconded by Board Member Fellars. Discussion by Chief of the Civil Bureau Vaughn and Board Members Arena and Kelley. Motion was approved by a roll call vote of 19 yes votes. (Board Member Gerl was absent.)
18. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Swedish American Health System for Onsite Wellness Center

Services, seconded by Board Member Bilich. Motion was approved by a roll call vote of 19 yes votes. (Board Member Gerl was absent.)

PUBLIC WORKS

19. Board Member Tassoni announced that the next Public Works meeting is scheduled for Tuesday, June 15, 2021.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

20. Board Member Booker gave an update of Federal inmates.

UNFINISHED BUSINESS

21. None

NEW BUSINESS

22. Board Member Bilich spoke of a couple of upcoming events in Winnebago County this weekend.

Board Member Tassoni complemented the Board Office for the appointment information on the County Board Agenda and spoke of holding in open meetings. Chief of the Civil Bureau Vaughn confirmed the Attorney General will make the decision to allow open meetings.

Board Member McCarthy spoke of a Memorial Day event in Cherry Valley.

Chairman Chiarelli spoke of a Senior Expo at River Bluff Nursing Home on June 21, 2021. Discussion by Board Member Goral.

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. Exelon Generation Company, LLC – Request for Additional Information Regarding License Transfer Application (EPID L-2021-LLM-0000)
 - b. Information Meeting with a Question and Answer Session to Discuss NRC 2020 End-of-Cycle Plant Performance Assessment of Braidwood Station, Units 1 and 2 and Byron Station, Units 1 and 2

- c. Federal Registrar / Vol. 86, No. 103/Tuesday, June 1, 2021 / Notices
 - d. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 1,2, and 3; Quad Cities Nuclear Power Station, Units 1 and 2; R.E. Ginna Nuclear Power Plant ; Salem Nuclear Generating Station, Unit Nos. 1 and 2; Three Mile Island Nuclear Station, Unit 1; Zion Nuclear Power Station, Units 1 and 2; and the Associated Independent Spent Fuel Storage Installations – Extension of Comment Period for Notice of Consideration of Approval of Transfer of Licenses and Conforming Amendments and Opportunity to Request a Hearing (EPID L-2021-LLM-0000)
- B. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report for April, 2021 Bank Balances.

ADJOURNMENT

24. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member McCarthy. Motion was approved by a voice vote. The meeting was adjourned at 7: 06 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
4 different organizations for 5 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
30527	1	FOUNDATION FOR EDUCATIONAL EXCELLENCE	06/25/2021-09/05/2021	\$ 4,000.00
30528	1	GIGI'S PLAYHOUSE ROCKFORD	07/15/2021-09/13/2021	\$ 1,800.00
30529	1	ROCKFORD ART MUSEUM	09/18/2021-09/18/2021	\$ 1,250.00

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

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30530	1	THE ALS ASSOCIATION GREATER CHICAGO CHAPTER	07/03/2021-07/03/2021	\$ 4,999.00
30531	1	THE ALS ASSOCIATION GREATER CHICAGO CHAPTER	08/14/2021-08/14/2021	\$ 4,999.00

The Following Have Requested A Class C, One Time Emergency License

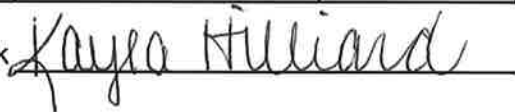
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

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



LORI GUMMOW
Winnebago County Clerk

Date 21-Jun-21

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	\$ 5,139,870
101	PUBLIC SAFETY TAX	\$ 2,596,872
103	DOCUMENT STORAGE FUND	\$ 15,479
104	TREASURER'S DELINQUENT TAX FU	\$ 3,942
105	VITAL RECORDS FEE FUND	\$ 11,788
106	RECORDERS DOCUMENT FEE FUND	\$ 48,561
107	COURT AUTOMATION FUND	\$ 7,399
111	CHILDREN'S WAITING ROOM FUND	\$ 8,316
112	RENTAL HOUSING FEE FUND	\$ 33,543
114	911 OPERATIONS FUND	\$ 1,229,850
115	PROBATION SERVICE FUND	\$ 25,923
118	NEUTRAL SITE CUSTODY EXCHANGE	\$ 38,418
119	CORONER FEE FUND	\$ 1,534
120	DEFERRED PROSECUTION PROGRAM	\$ 3,696
126	LAW LIBRARY	\$ 11,149
129	COUNTY AUTOMATION FUND	\$ 10,758
131	DETENTION HOME	\$ 240,480
145	FORECLOSURE MEDIATION FUND	\$ 1,138
155	MEMORIAL HALL	\$ 11,195
156	CIRCUIT CLERK ELECTRONIC CITATION	\$ 9,082
158	CHILD ADVOCACY PROJECT	\$ 58,699
161	COUNTY HIGHWAY	\$ 345,561
162	COUNTY BRIDGE FUND	\$ 40,696
163	FEDERAL AID MATCHING FUND	\$ 6,940
164	MOTOR FUEL TAX FUND	\$ 126,139
165	TOWNSHIP HIGHWAY FUND	\$ 39,991
169	HIGHWAY REBUILD IL GRANT	\$ 1,408
181	VETERANS ASSISTANCE FUND	\$ 114,791
185	HEALTH INSURANCE	\$ 1,392,389
192	EMPLOYER SOCIAL SECURITY FUND	\$ 385,365
193	ILLINOIS MUNICIPAL RETIRE	\$ 410,750
194	TORT JUDGMENT & LIABILITY	\$ 371,143
195	PAYROLL CLEARING ACCOUNT	\$ 2,650,489
196	MENTAL HEALTH TAX FUND	\$ 16,347
217	BAXTER ROAD TIF FUNDS	\$ 631
249	2012F DEBT CERTIFICATES	\$ 432,543
250	2012G DEBT CERTIFICATES	\$ 166,800
252	2017C DEBT SERVICE FUND	\$ 750
301	HEALTH GRANTS	\$ 901,282
302	SHERIFF'S DEPT GRANTS	\$ 84,010
303	STATE'S ATTORNEY GRANT	\$ 12,151
304	PROBATION GRANTS	\$ 39,577
309	CIRCUIT COURT GRANT FUND	\$ 111,337
311	EMERGENCY RENTAL ASSISTANCE	\$ 236,748

401	RIVER BLUFF NURSING HOME	\$	1,037,386
410	ANIMAL SERVICES	\$	195,996
420	555 N COURT OPERATIONS FUND	\$	27,186
430	WATER FUND	\$	7,872
501	INTERNAL SERVICES	\$	36,740
721	2020A CAPITAL PROJECT FUND	\$	432,353
743	CAPITAL PROJECTS FUND	\$	92,054

TOTAL THIS REPORT

19,225,117.00

The adoption of this report is hereby recommended:


 William Crowley, County Auditor

ADOPTED: This 21st day of June 2021 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

Gregory H. Tilly

6145 Bradford Road
Cherry Valley, IL 61016
815 874-4332
gregtilly@comcast.net

Joseph V. Chiarelli, Chairman
Winnebago County Board
404 Elm Street
Rockford, IL 61101

Dear Chairman Chiarelli,

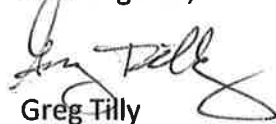
Please accept this letter as confirmation of my interest in the appointment to serve on the Zoning Board of Appeals of Winnebago County Illinois. My sincere interest, knowledge and many years of experience in County land use will provide a unique perspective into zoning matters put before the County Board.

Below is a listing of my experience as it pertains to this appointment:

- 7+ years as a member of the County Zoning Board of Appeals including a time as Chairman of the board. (1985 – 1992)
- 4 years as a member of the Winnebago County Board representing the then 5th District. Served all four years on the Zoning Committee including 2 years as Committee Chairman. (1992 -1996)
- 10 ½ years as County Planner in the administrative staff of Winnebago County's Planning & Zoning Division. (2006 – 2016)

Since my retirement from the County in 2016 I have maintained a strong interest in the County's land use decisions and look forward to participating, once again, in these matters.

Best Regards,


Greg Tilly

Gregory H. Tilly

Objective

To utilize my experience and expertise in county government, zoning and public relations, combined with my management and supervisory background and experience for the appointment of Zoning Board of Appeals

Experience

County Planner

2006-2016 Winnebago County Rockford, IL

- Have knowledge of County zoning regulations
- Work with land owners and objectors on zoning process and compliance
- Responsible for maintaining records on zoning applications and actions taken
- Offer guidance to ZBA and the County Board regarding zoning process and land use decisions

Home Appliance Sales Associate

1999-2006 Sears Rockford, IL

- Help customers to determine their needs and direct their selection process for major appliances.
- Responsible for maintaining company standards in merchandise, installation, and service plan revenues.
- Be able to spontaneously respond to customer's inquiries and complaints.
- Work well with other team members and management to assure positive work environment

President/Partner

1983-2004 Triad Business Forms, Inc. Cherry Valley, IL

- Small business owner operating with two partners in a business forms distributorship.
- Responsible for all aspects of operating a small business.
- Work with developing new and existing clients and create a relationship with supporting suppliers
- Design and market business form systems particularly in the medical, educational and government markets

Sales and Sales Management

1967-1983 NCR Corporation

- Design and market business forms systems.
- Recruit, hire, motivate, train and reward sales professionals
- Responsible for sales and profitability of selling staff

County Board Member**1992-1996 Winnebago County Board Rockford, IL**

- Represent voters of the 5th District on county government issues
- Served on Executive Committee and Chairman of the Zoning Committee
- Member of Zoning Committee 4 years

County Zoning Board of Appeal**1985-1992 Winnebago County**

- Know and understand county zoning codes
- Review applications for changes in use and make recommendations to the County Board
- Handle citizen input as Chairman of the Board and would oversee public hearings

Education, Training**1964-1966 Midstate College of Commerce**

- Associates Degree in Marketing
- Graduated in 1966

1966-1967 United States Marine Corps Reserve Basic Training

- Served until 1972 as a combat engineer assigned to the USMC air wing

References available upon request

Reports of Standing Committees

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
June 21, 2021

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

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. Z-03-21 A MAP AMENDMENT TO REZONE +/- 10 ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE RA, RURAL AGRICULTURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by David Goral, Property Owner (6287 S. Perryville Road), for vacant property that is commonly known as 6341 S. Perryville Road and 6403 S. Perryville Road, Cherry Valley, IL 61016 in Cherry Valley Township.
PINS: 16-22-200-007 and 16-22-200-008 C.B. District: 9
Lesia Rating: Very High Consistent W/2030 LRMP – Future Map: NO
ZBA Recommendation: DENIAL (1-5)
ZC Recommendation: TBD
2. Z-04-21 A MAP AMENDMENT TO REZONE +/- 5 ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE RR, RURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by Mark Payne, Realtor, for the property that is commonly known as 11227 Havens Woods Road, Roscoe, IL 61073 in Roscoe Township.
PIN: 04-36-251-003 C.B. District: 4
Lesia Rating: Moderate Consistent W/2030 LRMP – Future Map: YES
ZBA Recommendation: APPROVAL (6-0)
ZC Recommendation: TBD

TO BE VOTED ON:

3. RESOLUTION AMENDING THE WINNEBAGO COUNTY HEALTH DEPARTMENT SOIL BORING FEE SCHEDULE

-
4. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as an official public notice*:
 - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is scheduled for Wednesday, **August 11, 2021**, at 5:30 p.m. in Room 303 of the County Administration Building.
 - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **August 25, 2021**, at a TBD time and location.
-



W C H D
Winnebago County Health Department

Serving Our Whole Community

Resolution Executive Summary

Prepared By: Winnebago County Health Department
Committee: Zoning Committee
Committee Date: June 21, 2021
Resolution Title: Resolution Amending the Winnebago County Health Department Soil Boring Fee Schedule
Board Meeting Date: June 21, 2021

Rationale for Soil Boring 2021 Fee Increase

Soil Borings Analysis Services

- Winnebago County Soil & Water Conservation District Fee schedule.
- The fee structure in Winnebago County was last addressed in 2010.
- Researching the fees for the same services in the surrounding area indicates that SWCD fee structure has lagged.
- Recommend that the fee structure be evaluated biannually, to maintain conformity and consistency with the professional standard.

Statement of Request

- The Winnebago County Soil & Water Conservation District (SWCD) has informed WCHD that their soil boring service fees will be increasing to cover cost incurred.
- SWCD new fee structure was implemented starting March 1, 2021.
- This request has prompted WCHD to propose an increase to their soil boring fee to cover SWCD fee increases.
- Requirement of Private Sewage Disposal Code (Sec. 86-78 - Determining suitability and sizing) to exclusively utilize their soil analysis services:
 - The county soil survey, prepared by the Natural Resource Conservation Service, US Department of Agriculture and an ISCA or SSSA approved soil scientist/classifier from the Winnebago County Soil and Water Conservation District, shall be the official sources of information about the soils of the county.
- Winnebago County SWCD services are essential for the WCHD's septic program. Their soil analysis service provides us the ability to determine what type and size of septic system to ensure groundwater protection.
- In addition to the fee increase, SWCD is requesting that all soil services per property (new &/or repair) should be the same fee instead of having different cost for each type of application.

Staff Recommendations

- WCHD staff is in favor of the soil boring fee increase.
- For liability purposes, staff is requesting an updated review to the existing agreement (attached).
- Staff is suggesting a term be put in place so both agencies can review/revise their scope of work, compensations, etc.

Cost Comparison

Initial Borings	SWCD	WCHD	Total
Current - Repair	\$ 250.00	\$ 103.00	\$ 357.00
Current - New	\$ 275.00	\$ 122.00	\$ 393.00
Proposed - All Applications	\$ 325.00	\$ 150.00	\$ 475.00

Supplemental Borings	SWCD	WCHD	Total
Current	\$ 75.00	\$ 75.00	\$ 150.00
Proposed	\$ 175.00	\$ 175.00	\$ 350.00

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

2021 CR

SUBMITTED BY: ZONING COMMITTEE

**RESOLUTION AMENDING THE WINNEBAGO COUNTY HEALTH DEPARTMENT
SOIL BORING FEE SCHEDULE**

WHEREAS, the County Board of the County of Winnebago, Illinois, desires to amend the Winnebago County Health Department (WCHD) Soil Boring fee schedule for the soil boring/septic suitability program with the Winnebago County Soil & Water Conservation District (SWCD); and

WHEREAS, the Winnebago County SWCD informed the WCHD that their soil boring service fees were increasing as of March 1, 2021, which prompted the WCHD to review its soil boring fees to align with Winnebago County SWCD, which have not been addressed since 2010; and

WHEREAS, pursuant to Section 86-78 of the County of Winnebago Code of Ordinances, the Winnebago County SWCD services are essential for the WCHD's septic program because it provides the WCHD the ability to determine what type and size of septic system to ensure groundwater protection; and

WHEREAS, on February 16, 2021, the Winnebago County Board of Health (BOH) recommended approval of the new WCHD Soil Boring fee increases, with further consideration by the Winnebago County Board; and

WHEREAS, the WCHD and Board of Health recommend increasing the fees as follows:

Initial Soil borings:	Old Fee (SWCD/WCHD)	New Proposed Fee (SWCD/WCHD)
New Construction:	\$275/\$122	\$325/\$150
Repair/Replacement:	\$250/\$103	\$325/\$150
Supplemental Borings:	\$75/\$75	\$175/\$175

WHEREAS, the BOH is recommending an amended fee schedule to align with the Winnebago County SWCD fee increases and to maintain this essential service for the County.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the above listed WCHD Soil Boring fee increases are approved.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the County Administrator, County Chief Financial Officer, Director of Purchasing, County Auditor, Finance Director and the Public Health Administrator.

**Respectfully submitted,
ZONING COMMITTEE**

AGREE

DISAGREE

Jim Webster, Chairman

Jim Webster, Chairman

Angie Goral, Vice Chairperson

Angie Gora, Vice Chairperson

Steve Schultz

Steve Schultz

Dave Kelley

Dave Kelley

Tim Nabors

Tim Nabors

Jas Bilich

Jas Bilich

Aaron Booker

Aaron Booker

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

PUBLIC WORKS COMMITTEE



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: June 15, 2021

Resolution Title: Resolution Authorizing the Execution of a Local Public Agency Agreement for Federal Public Agency Agreement for Federal Participation for the Construction of the Perryville Bike Path Extension Between Illinois Route 173 and Hart Road
(Section 16-00633-00-BT)

County Code: PWC Resolution #21-017

Board Meeting Date: June 24, 2021

Budget Information:

Was item budgeted? FY2022	Appropriation Amount: \$240,000
If not, explain funding source:	
ORG/OBJ/Project Code:	Budget Impact: \$240,000

Background Information:

Winnebago County received an Illinois Transportation Enhancement Program (ITEP) grant from the State in the amount of \$984,960 for the construction of a bike path along the east side of Perryville Road from Hart Road to IL Rte. 173. The County's share of this agreement is \$217,000. This construction work will be performed under contract with the State. The State will pay first then invoice the County for its share. As the work is starting late in the County's fiscal year, the County won't be invoiced by the State until sometime in FY 2022.

Recommendation:

Agreement will be signed after approval by County Board

Contract/Agreement:

Agreement will be executed after all parties have approved it

Legal Review:

By the State Attorney's office

Follow-Up:

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

21-CR-XXX

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A
LOCAL PUBLIC AGENCY AGREEMENT FOR
FEDERAL PARTICIPATION FOR THE CONSTRUCTION OF THE
PERRYVILLE BIKE PATH EXTENSION BETWEEN
ILLINOIS ROUTE 173 AND HART ROAD
(SECTION 16-00633-00-BT)**

WHEREAS, the Winnebago County Highway Department applied to the State of Illinois Department of Transportation for Federal Funds under the Illinois Transportation Enhancement Program (ITEP) for construction of a bike path along the east side of Perryville Road from Hart Road to Illinois Route 173; and

WHEREAS, the total estimated cost for construction is \$1,202,418.00 with the County being selected to receive ITEP funds for said path project at 80% of the construction cost at a not to exceed limit of \$984,960.00; and

WHEREAS, the federal fund source requires a match of local funds, of which a total of \$217,458.00 will need to be appropriated from the County's Motor Fuel Tax (MFT) fund as a requirement of the Local Public Agency Agreement for Federal Participation; and

WHEREAS, it would be in the public interest to enter into the attached Local Public Agency Agreement for Federal Participation to construct a bike path on the east side of Perryville Road from Hart Road to Illinois Route 173 and to appropriate monies from the County's MFT fund 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 Local Public Agency Agreement for Federal Participation and that the sum of two hundred and eighteen thousand dollars (\$218,000.00) is hereby appropriated from the County's MFT fund via IDOT form 09110, both in substantially the form attached hereto under Section 16-00633-00-BT; 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.

VIRTUAL ZOOM MEETING

**Respectfully submitted
PUBLIC WORKS COMMITTEE**

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Burt Gerl

Burt Gerl

Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman

Jas Bilich

Jas Bilich

Jim Webster

Jim Webster

Kevin McCarthy

Kevin McCarthy

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

VIRTUAL ZOOM MEETING



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

16-00633-00-BT

BE IT RESOLVED, by the Board

Governing Body Type

of the County

Local Public Agency Type

of Winnebago

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Perryvill Bike Path Extension			Hart Road	IL Rte 173

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

Extend the existing bike path

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

Dollars (\$218,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Lori Gunmow

Name of Clerk

County

Local Public Agency Type

Clerk in and for said County

Local Public Agency Type

of Winnebago

Name of Local Public Agency

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

Governing Body Type

of Winnebago

Name of Local Public Agency

at a meeting held on June 24, 2021

Date

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

Day

Month, Year

(SEAL)

Clerk Signature

Date

--	--

Approved

Regional Engineer

Department of Transportation

Date

--	--



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Winnebago County		Winnebago	16-00633-00-BT
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
ITEP/FFM	241005	RMAP	2-17-1

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-067-20	U1Q2(357)				

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	
Perryville Bike Path Extension	FAP 0414	0.76	From	To
			0.00	0.76
Location Termini				
From IL 173 to Hart Road				
Current Jurisdiction	Existing Structure Number(s)	Add Location		
Winnebago County	N/A	Remove		

PROJECT DESCRIPTION

Extend the existing bike path.

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 Balance _____ 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. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (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.
14. 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 antitrust 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.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). 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**.
17. 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 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.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. 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.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (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.
 23. (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, which ever 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 on the engineering projects.
 24. (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.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date 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.
 26. (Single Audit Requirements) That 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** (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 CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is 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/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

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. (State Contracts) 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. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction 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.

ADDENDA

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

	1.	Location Map
	2.	Division of Cost
-	3.	LPA Appropriation Resolution
Add Row		

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

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

--	--

By:

Director of Planning & Programming

Date

--	--

Director of Planning & Programming

Date

--	--

Philip C. Kaufmann, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Addendum #1 Location Map

Winnebago County

ITEP 241005

Section 16-00633-00-BT

Extend the existing bike path from IL 173 to Hart Road



ADDENDA NUMBER 2

Local Public Agency Winnebago County	County Winnebago	Section Number 16-00633-00-BT
---	---------------------	----------------------------------

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-92-067-20	U1Q2(357)				

DIVISION OF COST

		Federal Funds		State Funds			Local Public Agency				
Type of Work		Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
-	Participating Construction	ITEP	\$892,334.00	*				Local	\$130,458.00	BAL	\$1,022,792.00
-	Participating Construction	ITEP	\$92,626.00	**							\$92,626.00
-								Local Only	\$87,000.00	100%	\$87,000.00
-											
-											
-											
-											
-											
-											
-											
-											
-											
Total			\$984,960.00		Total			Total	\$217,458.00		\$1,202,418.00
Add											

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 80% ITEP funds NTE 892,334

** 20% ITEP(FFM) funds NTE \$92,626

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: June 15, 2021

Resolution Title:) Resolution Authorizing the Award of a Bid for Resurfacing Baxter Road from Mulford to Perryville Roads and Perryville Road from Baxter Road to CN Railroad – Cherry Valley Township (Section 21-02000-01-GM)

County Code: PWC Resolution #21-018

Board Meeting Date: June 24, 2021

Budget Information:

Was item budgeted? N/A	Appropriation Amount: \$568,691.77
If not, explain funding source:	
ORG/OBJ/Project Code:	Budget Impact: None

Background Information:

The Illinois Department of Transportation requires that the County Board award bids for Township road projects in which Motor Fuel Tax funds are being used. This is a resurfacing project in Cherry Valley Township.

Recommendation:

Award to TBD – Bid Opening June 14, 2021
Rock Road Companies

Contract/Agreement:

Contract will be signed after bid award.

Legal Review:

By the State Attorney's office

Follow-Up:

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

20-CR-XXX

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

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR RESURFACING
BAXTER ROAD FROM MULFORD TO PERRYVILLE ROADS AND
PERRYVILLE ROAD FROM BAXTER ROAD TO CN RAILROAD
CHERRY VALLEY TOWNSHIP
(SECTION: 21-02000-01-GM)**

WHEREAS, Cherry Valley Township has planned to resurface Baxter Road from Mulford Road to Perryville Road and Perryville Road from Mulford Road to the CN railroad tracks; and

WHEREAS, as Cherry Valley Township plans on using Motor Fuel Tax (MFT) funding to pay for the work the contract must be awarded by the Winnebago County Board; and

WHEREAS, in connection with said project three (3) bids were received, as shown on the attached bid tap, at the Winnebago County Highway Department on June 14, 2021 for Section 21-02000-01-GM; with the low bid being from **Rock Road Companies in the amount of \$568,691.77**; and

WHEREAS, it would be in the public interest to award this project to the low bidder Rock Road Companies in the amount of \$568,691.77.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on June 14, 2021 for Section 21-02000-01-GM from Rock Road Companies in the amount of \$568,691.77 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Rock Road Companies for the above noted work; and

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

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

VIRTUAL ZOOM MEETING

**Respectfully submitted
PUBLIC WORKS COMMITTEE**

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Burt Gerl

Burt Gerl

Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman

Jas Bilich

Jas Bilich

Jim Webster

Jim Webster

Kevin McCarthy

Kevin McCarthy

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

VIRTUAL ZOOM MEETING

12/07/202



Tabulation of Bids - 5 Bidders

Local Public Agency

County

Section Number

Letting Date

Cherry Valley Township

Winnebago

21-02000-01-GM

06/14/21

Approved
Engineer's Estimate

Attended By
(IDOT Representative(s))

\$0.00

None

Bidder's Name	Curran Contracting Co.	Rock Road Companies, Inc.	William Charles Construction Co		
Bidder's Address	286 Memorial Ct	P.O. Box 1818	833 Featherstone Road		
City, State, Zip	Crystal Lake, IL 60014	Janseville, WI 53547-181	Rockford, IL 61107		
Proposal Guarantee					
Terms					

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
40300200	BIT MATLS PR CT		TON	17		\$0.00	\$300.0000	\$5,100.00	\$0.0100	\$0.17	\$580.0000	\$9,860.00		\$0.00		\$0.00
40300500	COVER COAT AGG		TON	88		\$0.00	\$0.0100	\$0.88	\$0.0100	\$0.88	\$0.0100	\$0.88		\$0.00		\$0.00
40600990	TEMPORARY RAMPS		SQ YD	193		\$0.00	\$16.2500	\$3,136.25	\$14.1100	\$2,723.23	\$0.0100	\$1.93		\$0.00		\$0.00
40604062	HMA SC IL-9.5 D N70		TON	6710		\$0.00	\$62.9500	\$422,394.50	\$61.0000	\$409,310.00	\$61.2500	\$410,987.50		\$0.00		\$0.00
44000157	HMA SURF REM 2		SQ YD	13840		\$0.00	\$1.9000	\$26,296.00	\$1.9500	\$26,988.00	\$2.6500	\$36,676.00		\$0.00		\$0.00
78000200	THPL PVT MK LINE 4		FOOT	76165		\$0.00	\$0.5500	\$41,890.75	\$0.5600	\$42,652.40	\$0.5700	\$43,414.05		\$0.00		\$0.00
78000500	THPL PVT MK LINE 8		FOOT	799		\$0.00	\$0.8300	\$663.17	\$0.8500	\$679.15	\$1.2000	\$958.80		\$0.00		\$0.00
78000600	THPL PVT MK LINE 12		FOOT	764		\$0.00	\$1.6500	\$1,260.60	\$1.6800	\$1,283.52	\$2.5000	\$1,910.00		\$0.00		\$0.00
78000650	THPL PVT MK LINE 24		FOOT	55		\$0.00	\$3.3000	\$181.50	\$3.3600	\$184.80	\$5.0000	\$275.00		\$0.00		\$0.00
78000100	THPL PVT MK LTR & SYM		SQ FT	24		\$0.00	\$3.3000	\$79.20	\$3.3600	\$80.64	\$5.0000	\$120.00		\$0.00		\$0.00
X7010216	TRAF CONT & PROT SPL		L SUM	1		\$0.00	\$22,200.00	\$22,200.00	\$3,000.0000	\$3,000.00	\$18,400.00	\$18,400.00		\$0.00		\$0.00
Z0013798	CONSTRUCTION LAYOU		L SUM	1		\$0.00	\$3,000.0000	\$3,000.00	\$0.0100	\$0.01	\$0.0100	\$0.01		\$0.00		\$0.00
54390140	INSERTION CUL LIN 18		FOOT	119		\$0.00	\$195.0000	\$23,205.00	\$175.2000	\$20,848.80	\$138.0000	\$16,422.00		\$0.00		\$0.00
54390160	INSERTION CUL LIN 21		FOOT	48		\$0.00	\$195.0000	\$9,360.00	\$194.0000	\$9,312.00	\$200.0000	\$9,600.00		\$0.00		\$0.00
54390180	INSERTION CUL LIN 24		FOOT	59		\$0.00	\$195.0000	\$11,505.00	\$209.0000	\$12,331.00	\$200.0000	\$11,800.00		\$0.00		\$0.00
28100107	STONE RIPRAP CL A4		SQ YD	64		\$0.00	\$120.0000	\$7,680.00	\$35.3200	\$2,260.48	\$180.0000	\$11,520.00		\$0.00		\$0.00
63500105	DELINEATORS		EACH	8		\$0.00	\$170.0000	\$1,360.00	\$173.2800	\$1,386.24	\$125.0000	\$1,000.00		\$0.00		\$0.00
40600982	HMA SURF REM BUTT JT		SQ YD	551		\$0.00	\$13.0000	\$7,163.00	\$1.9500	\$1,074.45	\$20.5000	\$11,295.50		\$0.00		\$0.00
48101200	AGGREGATE SHLDS T-B		TON	2161		\$0.00	\$15.0000	\$32,415.00	\$16.0000	\$34,576.00	\$9.0000	\$19,449.00		\$0.00		\$0.00
Total Bid:						As Read:		\$618,890.85		\$568,691.77		\$603,690.67				
						As Calculated:		\$618,890.85		\$568,691.77		\$603,690.67		\$0.00		\$0.00
						% Over/Under:										

LOCATION MAP

SECTION NO.: 21-02000-01-GM

BAXTER ROAD (MULFORD ROAD TO PERRYVILLE ROAD) PERRYVILLE ROAD (BAXTER ROAD TO CN RAILROAD)

PROJECT ENDS
PERRYVILLE RD STA 641+39

OMISSION PERRYVILLE RD
STA 601+50

OMISSION PERRYVILLE RD
STA 548+69

PROJECT BEGINS
BAXTER RD STA 399+79



BRIDGE OMISSION: STA 601+50 TO 548+69
BAXTER ROAD: 4,428 FT = 0.84 MILES
PERRYVILLE ROAD: 14,613 FT = 2.77 MILES
NET PROJECT LENGTH: 19,041 FT = 3.61 MILES

BAXTER ROAD 4,428 FT = 0.84 MILES

ADT: 2,150 (2017) 5% TRUCKS
FUNCTIONAL CLASSIFICATION: MINOR ARTERIAL
DESIGN SPEED: 55 MPH
DESIGN POLICY: 3R

ADT: 1,250 (2017) 5% TRUCKS
FUNCTIONAL CLASSIFICATION: MAJOR COLLECT
DESIGN SPEED: 55 MPH
DESIGN POLICY: 3R

PUBLIC SAFETY COMMITTEE



Executive Summary

Date: June 16, 2021
To: Public Safety and Judiciary Committee
Prepared by: Winnebago County Sheriff's Department

Subject: Livescan Fingerprint System
County Code: Winnebago County Purchasing Ordinance

Background:

The County of Winnebago currently operates livescan fingerprint systems from Idemia to process inmates into the jail. These Idemia systems are approved and certified by the Illinois State Police (ISP) and integrated into their systems as required by ISP. These livescans also have custom integration with our existing jail management system, OffenderTrak. The current devices are end-of-life. Replacement of these devices with new devices from Idemia allows us to continue to operate in compliance with the ISP requirements and with our custom integrations with OffenderTrak. Idemia is the sole-source provider for this hardware/software solution.

Recommendation:

Due to the custom integration with OffenderTrak, and the existing certification fulfilling requirements from ISP, we have concluded that Idemia is the appropriate replacement for these systems.

Budget Impact: This expenditure is funded in the 2021 CIP.

Contract/Agreement: This is a 1 time purchase with ongoing annual maintenance of \$18,155.

Follow-Up: WCSO will issue a County Purchase Order to Idemia. There is no formal agreement required from Idemia.

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

Sponsored by: Burt Gerl

Submitted by: Public Safety and Judiciary Committee

2021 CR

RESOLUTION AWARDING PURCHASE OF THE LIVSCAN FINGERPRINT SYSTEM

WHEREAS, the County of Winnebago operates an Idemia livescan fingerprint system which has custom integration with our jail management system that is required for the processing of inmates into the jail. The Idemia system is approved by the Illinois State Police for submission of offender data to their systems. The livescan fingerprint system requires updating due to being past its end-of-life; and

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

WHEREAS, the livescan fingerprint system is sold and serviced by Idemia with the lowest rates available; and

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois, has reviewed Idemia quote Resolution Exhibit A and sole-source letter, Resolution Exhibit B, received for the aforementioned and recommends awarding the following:

LIVSCAN FINGERPRINT SYSTEM

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

82200 – 46586 – C2130

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, Purchase Orders with IDEMIA IDENTITY & SECURITY USA LLC 5515 EAST LA PALMA AVENUE, SUITE 100, ANAHEIM, CA 92807, in the dollar amount not to exceed for YEAR ONE - ONE HUNDRED FORTY ONE THOUSAND, SIX HUNDRED DOLLARS (\$141,640.00) and YEAR TWO AND ONWARD EIGHTEEN THOUSAND ONE HUNDRED AND FIFTY FIVE DOLLARS (\$18,155).

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 County Sheriff, Chief Information Officer, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

Burt Gerl, Chairman

Aaron Booker

Brad Lindmark

Tim Nabors

Angie Goral

Kevin McCarthy

Dorothy Redd

DISAGREE

Burt Gerl, Chairman

Aaron Booker

Brad Lindmark

Tim Nabors

Angie Goral

Kevin McCarthy

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2021.

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

ATTESTED BY:

Lori Gummow
Clerk of the County Board

of the County of Winnebago, Illinois



5515 East La Palma Avenue, Suite 100
Anaheim CA 92807

May 13, 2021

Dan Magers
Deputy Chief Information Officer
Winnebago County Sheriff's Office
Department of Information Technology "DoIT"
404 Elm Street
Rockford, IL 61101

Tel: (815) 319-4311

Email: DMagers@WinColl.us

Reference No. IDIL-L021920-02A

IDEMIA is pleased to provide Winnebago County Sheriff's Office with the following proposal for the IDEMIA LiveScan System equipped with the accepted standard State of Illinois software and workflows.

IDEMIA's fully integrated LiveScan solution provides Winnebago County Sheriff's Office the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State.
- Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All livescan configurations include on-site installation, training, and 1 year on-site warranty

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

Tenprint/Palmprint - Cabinet		Table 1. Pricing		Price source: SL-LAWENF	
	Description	Qty	Unit Price	Total	
TPE-5300D-ED BCAB-02 TPE-CSTX-ILLINOIS TPE-CSTX-ILPALM TPE-COMX-FTP-SSH TP-IAT-CUSTOM 47FRT	IDEMIA LiveScan System Cabinet Tenprint/Palmprint, including: <ul style="list-style-type: none">• IDEMIA LiveScan System Software• FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology• Computer, Monitor, keyboard• Ruggedized Cabinet• Standard Illinois defined Workflows and profiles• Installation / On-site Training• Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement• Freight	5	\$22,773	\$113,865	
Annual Maintenance (to start after the 1st Year Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement		5	\$3,240	\$16,200	

Current shipping is 30+ days after IDEMIA receipt of Winnebago County Sheriff's Office completed installation documentation, or as otherwise scheduled.

Note: State of Illinois requires capture and submission of Photo for submission FEE APP transactions (Applicant).

Options and Pricing

IDEMIA equipment options and pricing described in Table 2. Options Pricing

	Description	Unit Price	Annual Maintenance
TPE-SWOX-DI-OFCS-BPUSH	Demographic Interface (DI) receives B.TXT files from external system via FTP or Windows File Share. Records pushed to system show in Livescan Inventory View available for edit.	\$850	--
TP-HWOX-ADLNIC2	Cabinet - PCI based 10/100 Ethernet LAN adapter	\$153	--
TPE-HWOX-DIGCAP TP-HWOX-DIGCAPC	Cabinet System - Digital Photo Capture to include: Digital Camera, Digital Photo Capture Software, Cabinet mounting hardware	\$1,601	\$391
TPE-PRT-DUP	Printer Black & White Tenprint Card, Duplexer	\$1,325	\$342

IDEMIA LiveScan System – Details Table 3. Details

Item	Description
Illinois Enterprise Customization	<ul style="list-style-type: none"> • Capture Types: APP, ARR, CUR, FAP, FPQ, JUV, RAR, UFP • Cards: Criminal Justice Applicant, Arrest Card, Custodial Card, FEE Applicant Card, Fingerprint Inquiry Card, Juvenile Arrest Card, Access and Review Card, Conviction Information Request Card, FD884, FD249 and FD258. • Transmits: to Illinois NATMS • Return Messages: Yes via NATMS Protocol • Client Plugin Importers: CJIS_Query, DBI_Flat, XML_File • Server Importers: OFCS, XML • Touch Print Enterprise Illinois palm customization (for Palm Capture Systems)
TPE-COMX-FTP-SSH	<ul style="list-style-type: none"> • Touch Print Enterprise Fingerprint Record Transmission via FTP over SSH (SFTP) • Provides secure FTP Communication using SSH (Secure SHell)

Customer Responsibilities

Winnebago County Sheriff's Office is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ◆ Obtaining all required authorizations for connectivity.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ◆ An inter-agency agreement between Winnebago County Sheriff's Office and applicable receiving agencies will be in place.
- ◆ Winnebago County Sheriff's Office will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Winnebago County Sheriff's Office database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which can be furnished upon request. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Proposal Expiration: September 30, 2021

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all order correspondence, including Purchase Order, to:

Noemi Islas
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: noemi.islas@idemia.com | Tel (714) 238-2082

We look forward to working with you.

Sincerely,



Michael Hash
Vice President of Public Security, State & Local Government - IDEMIA

By signing this signature block below, Winnebago County Sheriff's Office agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature

Name

Date

Total Purchase Price (including any Options): \$

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name

Telephone number ()

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

Technical Contact name

Telephone number ()

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. **Scope.** Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____, ("Customer"), having a place of business at _____, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.
2. **Price, Payment and Sales Terms.** The Contract Price is U.S. \$ _____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.
3. **Software.** If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.
4. **Express Limited Warranty and Warranty Disclaimer.** IDEMIA Software is warranted in accordance with the SLA.
5. **Delays and Disputes.** Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.
6. **LIMITATION OF LIABILITY.** Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. **SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.**
7. **Confidential Information and Preservation of Proprietary Rights.** The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.
8. **Miscellaneous:** Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____
Name _____
Title _____
Date _____

NAME ("CUSTOMER")

Signed _____
Name _____
Title _____
Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

- 1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

- 4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.
- 4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.
- 4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2. IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1. Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3. Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



May 19, 2021

Dan Magers
Deputy Chief Information Officer
Winnebago County
Department of Information Technology "DoIT"
404 Elm Street, Rockford, IL 61101

Tel: (815) 319-4311
EM: DMagers@WinColL.us

IDEMIA's LiveScan Systems are highly specialized and include IDEMIA proprietary hardware designs with proprietary application and customized LiveScan Software. Additionally, several components of the LiveScan System include IDEMIA patented technology.

Due to the proprietary nature of the design as well as IDEMIA's exclusive ownership of the source materials, the hardware and software as well as the functionality of the LiveScan System can be provided and supported only by IDEMIA.

Specifically:

IDEMIA does not have other sales channels, partners or resellers. The proposed solution (hardware, software, and support) can only be procured and implemented directly from IDEMIA.

Should you require further assistance, please contact Gary Newlin, Field Sales Manager, IDEMIA Senior Sales Manager, Telephone 952-442-8701 Email gary.newlin@us.idemia.com.

Sincerely

A handwritten signature in black ink, appearing to read "Michael Hash", with a stylized flourish at the end.

Michael Hash
Vice President of Public Security, State & Local Government
IDEMIA

UNFINISHED BUSINESS



Executive Summary

Date: April 13, 2021

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board 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 person to serve as County appointee.

.....

Donald Massier of Loves Park, IL 61111 to serve a 3-year term from May 2021 – May 2024 on the Rock River Water Reclamation District Board of Trustees.

About the Rock River Water Reclamation District	
Location:	3333 Kishwaukee Street, Rockford, IL 61109
Service Description:	Providing sanitary sewer services to the area under its jurisdiction including Rockford, Roscoe, Loves Park, Machesney Park, Winnebago and unincorporated areas
Board Composition:	Five members appointed by the County Board Chairman with the advice and consent of the County Board.
Origin of Entity:	Sanitary District Act of 1936 (70 ILCS 2805/3)
Property Tax/Funding:	Levies a property tax, assesses fees for sewer services and replacement tax
Consolidation/ Dissolution Plan:	<i>None Known</i>
Compensation:	Each Board member receives \$6,000. Paid \$500 per month.



Rock River Water Reclamation District

3501 Kishwaukee Street
P.O. Box 7480
Rockford, IL 61126-7480

P. 815.387.7420
F. 815.387.7430

Board of Trustees

Richard T. Pollack, President
John F. Sweeney, Vice President
Ben Bernstein, Clerk/Treasurer
Donald J. Massier, Trustee
Elmer Jones, Trustee
Timothy S. Hanson, Executive Director

February 24, 2021

VIA E-MAIL AND U.S. MAIL

Mr. Joseph V. Chiarelli
Chairman, Winnebago County Board
404 Elm St.
Rockford, IL 61101
Joe@WinCoIL.us

RE: Reappointment to the Board of Trustees – Rock River Water Reclamation District

Dear Chairman Chiarelli:

Since February 1, 1932, the Rock River Water Reclamation District has been providing exemplary wastewater collection and treatment services to our community. Now, almost 90 years forward, we remain committed to preserving our water environment and public health and continue to focus on what I consider to be our most important priorities - our environment and our taxpayers.

By investing in and integrating new technologies and processes, we achieve our objective of recovering resources such as renewable energy, fertilizer and recycled materials in the manner most efficient to preserve and enhance our natural environment. This, along with planning for future infrastructure improvements with financially conservative approaches, enables us to provide “best in class” customer support to the residents and businesses of Winnebago County and beyond.

It has been my honor to serve on the Board of Trustees of the Rock River Water Reclamation District for over 30 years, to which I humbly contribute accrued knowledge of services, regulations and best practices with an historical perspective and enthusiasm for continued progress. With this letter, I request the privilege of being reappointed to the Board of Trustees for another term.

Sincerely,

Donald J. Massier
RRWRD Board of Trustees

dmassier@rrwr.illinois.gov

DJM/ss

cc: T. Hanson, Executive Director, RRWRD



Executive Summary

Date: May 13, 2021

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board 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 person to serve as County appointee.

.....
Matt Lawrence of Rockford, Illinois, 61101 to serve a 3-year term from May 2021 – May 2024 on the Northwest Fire Protection District.

About the Northwest Fire Protection District	
Location:	3222 N. Central Ave, Rockford, IL 61101
Service Description:	Provides fire emergency, medical and other life safety services to residents of Machesney Park and unincorporated Winnebago County
Board Composition:	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board
Compensation	Not applicable
Origin of Entity:	Fire Protection District Act (70 ILCS 705/1)
Property Tax/Funding:	District levies on annual property tax, charges for services and replacement tax
Consolidation/ Dissolution Plans:	<i>none</i>

LOUIS C. BOWMAN
ATTORNEY AT LAW

Rockford Office
401 West State Street #201
Rockford, Illinois 61101

Fax: (815) 335-7053
Cel: (815) 494-2080
lcbofc@aol.com

Winnebago Office
503 South Goodling Street
Winnebago, Illinois 61088

March 8, 2021

Winnebago County, Chairperson
Winnebago County Board
404 Elm Street
Rockford, IL 61101

ATTN: Stacy Mullins, Room 533

Re: Northwest Fire Protection District; Re-Appointment of Trustee Matt Lawrence.

Dear Chairperson:

I have been asked by the Board of Trustees of Northwest Fire Protection District and Trustee **Matt Lawrence** specifically, 1117 Key West Ct., Machesney Park, IL 61103, to inform you that he is available for and desirous of reappointment as Trustee for another three (3) year term; commencing May 1, 2021 through April 30, 2024.

Mr. Lawrence has lived and raised his family in the Northwest Fire District since 2005. He is a career firefighter with Rockford Fire Department since 1999 and firefighter and paramedic starting in 1994. Mr. Lawrence enjoys the support of the volunteers, the remaining trustees, and the Northwest Fire Protection District community. The appointment of Matt Lawrence as Trustee for the three (3) year term will ensure the continued effective and efficient governance of Northwest Fire Protection District into the future.

Therefore, the Board of Trustees and the volunteer leadership support the submission of Matt Lawrence for reappointment as Trustee of the Northwest Fire Protection District for the three (3) year term commencing May 1, 2021 and ending April 30, 2024.

If you have any questions, or if you wish to meet with or discuss this matter with Mr. Lawrence at 815-703-2148, Trustee Charles Barnes at 815 540-7961 or Trustee Gregory Gill at 815-494-2027 or myself at 815-494-2080 do not hesitate to call.

Very truly yours,



LOUIS C. BOWMAN

Cc: Trustees

JENNIFER P. MURASKI

muraskimonumentco@gmail.com

2711 Highcrest, Rockford, IL 61107

815-218-2720 • info@adeptfuneralstaffingsolutions.com

Successful Business Owner and Community Leader dedicated to the enrichment and sustainability of Winnebago County residents and local businesses.

A life-long resident of Rockford with an unparalleled drive for providing compassionate services within the funeral industry by guiding families through all possible options and creating a meaningful celebration of a life lived.

24-year Licensed Funeral Director and Embalmer in the states of Illinois and Wisconsin, graduated from Worsham College of Mortuary Science with a Mortuary Science Degree serving Winnebago and neighboring counties.

PROFESSIONAL EXPERIENCE

Owner/Adept Funeral Staffing Solutions, Inc., Rockford, IL

2019 - present

Owner and operator of premier funeral staffing provider in Northern Illinois and Southern Wisconsin, serving funeral homes in and around the greater Rockford area and its surrounding communities.

Owner/Muraski Monument Co., Rockford, IL

2011 - present

Successful, locally owned family business providing grave markers, monuments, civic memorials and monument design.

Olson Funeral & Cremation Services, Ltd., Rockford, IL

1996 - 2016

Managing Funeral Director/Licensed Pre-Planning Advisor, Winnebago and DeKalb Counties

2008 – 2016

- ❖ Provided leadership and guidance to 15 full and part time employees, in five different locations within Winnebago and DeKalb Counties.
- ❖ Accountable for operating revenue and profit/loss oversight.
- ❖ Managed employee life-cycle process, which included: attraction, recruitment, onboarding, development, retention and separation.

Funeral Director/Embalmer

1997-2016

- ❖ Managed daily operations, staffing, scheduling as well as the coordination and execution of funeral services with staff and families.
- ❖ Implemented and facilitated multiple bereavement support groups for children and adults.
- ❖ Conducted roundtables to accomplish best practices between funeral professionals and hospice workers.

Funeral Director/Embalmer Apprentice

1996 - 1997

EDUCATION

Mortuary Science Degree, 1996; Worsham College of Mortuary Science

- ❖ Recipient of Worsham's Past President's Award
- ❖ Served Practicum at Cook County Morgue – Chicago, IL

Rock Valley College – prerequisite studies

Rockford University – prerequisite studies

Guilford High School Graduate

COMMITMENT to COMMUNITY

Winnebago County CASA (Court Appointed Special Advocate)

Winnebago County CASA trains community volunteers to represent abused or neglected children proceeding through the juvenile Abuse/Neglect Court. CASA's ultimate goal is to find a safe, permanent home for every child. Our mission is to assist the Court in seeking the best interests of abused and neglected children through court-appointed volunteer advocacy.

- ❖ Board Chair 2019 – Current
- ❖ Executive Committee Chair 2019 – Current
- ❖ HR Committee Chair 2019 – Current
- ❖ Board Vice-Chair 2018 – 2019
- ❖ Recruitment and Retention Committee Chair 2018 – Current
- ❖ Board Secretary 2017 – 2018
- ❖ Fund Development Committee Co-Chair 2017 – Current
- ❖ Co-Founder of Winnebago County CASA's Advocates' Club 2017 - Current
- ❖ Board Member 2016 – Current

Santa's for All (formally Santa's for Solitary Seniors) Committee Member 2017

AFFILIATIONS

Past President of Business Networking International (BNI), Profit Professionals Chapter

Business Networking International (BNI) Ambassador 2017

Cremation Association of North America, National Funeral Directors Association, Selected Independent Funeral Homes, Illinois Funeral Directors Association



Executive Summary

Date: 5/13/21

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board 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 person to serve as County appointee.

.....

Karen Biever of Rockford, Illinois to serve a 5-year term from May 2021 to May 2026 on the North Park Public Water District Board.

About the North Park Public Water District	
Location:	1350 Turret Drive, Machesney Park, IL
Service Description:	Provide water to a population of 33,000 and serves over 12,000 households and businesses in the Machesney Park, Roscoe, and Loves Park area.
Board Composition:	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board. No more than two of the Board Members may be affiliated with the same political party.
Origin of Entity:	Public Corporation chartered on May 9, 1955
Property Tax/Funding:	Revenue from charges to service for water
Consolidation/ Dissolution Plan:	<i>None Known</i>
Compensation:	\$1,200 per year



Board of Trustees

James Hall, Chairman	Karen Biever
Deborah Nelson, V. Chairman	Todd Scott
Carol Lamb	Keli Freedlund

Kelly Saunders, Chief Executive Officer

March 11, 2021

Mr. Joseph Chiarelli, Chairman
Attn. Karen Elyea
404 Elm Street, Room 533
Rockford, IL 61101

Re: Reappointment as Trustee for the North Park Public Water District

Dear Chairman Chiarelli,

Please be advised that I respectfully request to be considered for reappointment as a Trustee for the North Park Public Water District. My current term will expire on April 30, 2021.

I have been an active and committed member of the North Park Public Water District Board of Trustees since 2002. Throughout my career as the Purchasing Manager for the Rockford Park District, I gained extensive knowledge in public administration, public finance, and purchasing, which I have been able to apply through my participation not only on the NPPWD Board of Trustees, but the NPPWD Finance Committee as well.

During my time with NPPWD, I have supported growth within the staff, management, and the District's utility services. Additionally, I have supported the strategic planning efforts throughout the years and have been an active contributor to the annual budget process, which has become a more transparent and effective system throughout my tenure.

It has been rewarding to be a part of an organization serving citizens with great respect and professionalism.

Thank you for your consideration of my request.

Very truly yours,

Karen Biever
(815) 988-2742



Board of Trustees

James Hall, Chairman	Karen Biever
Deborah Nelson, V. Chairman	Todd Scott
Carol Lamb	Keli Freedlund

Kelly Saunders, Chief Executive Officer

February 1, 2021

Mr. Joseph Chiarelli, Chairman
Attn. Karen Elyea
404 Elm Street Room 533
Rockford, IL 61101

RE: North Park Public Water District Board Trustee Reappointment – Karen Biever

Dear Chairman Chiarelli,

The Board of Trustees of the North Park Public Water District respectfully requests your consideration in the reappointment of Trustee Karen Biever.

Trustee Biever has been a very active board member since 2002. Her knowledge and background in public administration and public finance has been an asset to the District over the years, which has been demonstrated by her participation in the Finance Committee for the past 10 years.

As a crucial part of our Board of Trustees, I believe Trustee Biever's participation and insight have assisted us in becoming the respected leader in the water industry that we are today.

Sincerely,

James Hall, Chairman
North Park Public Water District
Board of Trustees

CC:

Robert A. Fredrickson, Esq. – District Attorney
Kelly Saunders, CEO



Executive Summary

Date: 5/13/21

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board 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 person to serve as County appointee.

.....

Keli Freedlund of Rockton, Illinois to serve a 5-year term from May2021 to May 2026 on the North Park Public Water District Board.

About the North Park Public Water District	
Location:	1350 Turret Drive, Machesney Park, IL
Service Description:	Provide water to a population of 33,000 and serves over 12,000 households and businesses in the Machesney Park, Roscoe, and Loves Park area.
Board Composition:	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board. No more than two of the Board Members may be affiliated with the same political party.
Origin of Entity:	Public Corporation chartered on May 9, 1955
Property Tax/Funding:	Revenue from charges to service for water
Consolidation/ Dissolution Plan:	<i>None Known</i>
Compensation:	\$1,200 per year

February 26, 2021

Winnebago County Board
404 Elm Street- Room 504
Rockford, IL 61101

Re: North Park Water District Board of Trustees

Dear Winnebago County Board members,

Since February 2020, I was appointed to serve the remainder of a Board of Trustees vacancy for the North Park Water District. The term will expire on April 30, 2021 and I am requesting to be reappointed to the Board of Trustees.

In the past year, I have enjoyed providing this service to the NPWD and am honored to be a steward of this organization that provides a life giving service.

To provide you some background, I am currently the Superintendent and Chief Executive Officer of the Kinnikinnick Community Consolidated School District #131 and have maintained that role for 11 years. I have worked as an educator and administrator in the Roscoe area for more than 20 years.

Through my responsibilities with the school district, I have collaborated with the staff of North Park Water on numerous occasions and have thoroughly enjoyed the experience. Being a part of this professional organization and learning more as a trustee this year only solidified my decision to continue, if reappointed, as a trustee.

I very much look forward to continuing to serve the North Park Water District as well as support the economic stability and growth of the entire Winnebago County area.

Please feel free to contact me if you have any unanswered questions, 815-988-0896.

Sincerely,

Keli Freedlund

Keli Freedlund

Certificate Of Completion

Envelope Id: D1B3DD1B8C794134B38A9E7129A64DFD

Status: Completed

Subject: NPW appointment letter

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Keli Freedlund

AutoNav: Enabled

kfreedlund@kinnschools.org

Envelopeld Stamping: Disabled

IP Address: 64.207.219.7

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Keli Freedlund

Location: DocuSign

2/26/2021 11:04:53 AM

kfreedlund@kinnschools.org

Signer Events

Signature

Timestamp

Keli Freedlund

kfreedlund@kinnschools.org

Keli Freedlund

Security Level: Email, Account Authentication
(None)

Keli Freedlund

Signature Adoption: Pre-selected Style
Using IP Address: 131.156.137.204

Sent: 2/26/2021 11:04:53 AM

Viewed: 2/26/2021 11:04:59 AM

Signed: 2/26/2021 11:05:06 AM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

2/26/2021 11:04:53 AM

Certified Delivered

Security Checked

2/26/2021 11:04:59 AM

Signing Complete

Security Checked

2/26/2021 11:05:06 AM

Completed

Security Checked

2/26/2021 11:05:06 AM

Payment Events

Status

Timestamps



Board of Trustees

James Hall, Chairman	Karen Biever
Deborah Nelson, V. Chairman	Todd Scott
Carol Lamb	Keli Freedlund

Kelly Saunders, Chief Executive Officer

February 1, 2021

Mr. Joseph Chiarelli, Chairman
Attn. Karen Elyea
404 Elm Street Room 533
Rockford, IL 61101

RE: North Park Public Water District Board Trustee Reappointment – Keli Freedlund

Dear Chairman Chiarelli,

In March of 2020, Keli Freedlund was appointed to the Board of Trustees of the North Park Public Water District to serve the remainder of the previous Trustee's term. Mrs. Freedlund has done an exceptional job contributing to the Board of Trustees and as such I am respectfully requesting your consideration in the reappointment of Trustee Keli Freedlund.

Trustee Freedlund brings a unique background to our Board of Trustees as the current Superintendent and Chief Executive Officer of the Kinnikinnick School District and a lifelong member of the community that we serve.

Outside of the Board of Trustees, we have worked with Trustee Freedlund on numerous occasions through her role with the School District and have found the partnership has provided benefits for both NPPWD and the community.

As an indispensable part of our Board of Trustees, I believe Trustee Freedlund's participation and insight have assisted us in becoming the respected leader in the water industry that we are today.

Sincerely,

James Hall, Chairman
North Park Public Water District
Board of Trustees

CC:

Robert A. Fredrickson, Esq. – District Attorney
Kelly Saunders, CEO

Keli Freedlund

Keli Freedlund

511 University Pkwy
Rockton, Illinois 61072

815-988-0896
kfreedlund@kinnschools.org

Skills

To be of service to the North Park Water Board of Trustees and community of Northern Illinois utilizing my expertise in organizational leadership focused in areas of policy, human resources, fiscal management and staff development.

Experience

Kinnikinnick Community Consolidated School District #131

Superintendent

July 2010 - PRESENT, Roscoe, IL

Chief executive officer of the school board and am responsible for the efficient operation and effective educational program of the entire school system (Grades PK-8).

Kinnikinnick CCSD #131 / Ledgewood School Principal

July 2004 - June 2010, Roscoe, IL

Responsible for the efficient and effective educational program for staff and students at Ledgewood School (Grades PK-3).

Prairie Hill School District #113/ Teacher

November 1996-June 2004, South Beloit, IL

Educated students in grades 3-4 and 6-8. Served as Union President for the Prairie Hill Federation of Teachers.

Education

Illinois Association of Administrators/ Fellow

June 2018, Illinois

Illinois School of Advanced Leadership Fellow

National Louis University/ ED.S

July 2010, Illinois

Doctoral Candidate and received Superintendent endorsement

National Louis University/ Certificate of Advanced Study in Educational Leadership

June 2003, Illinois

Received Administrator endorsement

National Louis University/ Master of Education

June 1999, Illinois

University of Iowa/Bachelor of Arts

June 1996, Iowa

References available upon request

4/13/21

Chairman,

Thank you for inviting me to work with John Holmstrom and others for the betterment of our community.

Please find the attached bio.

Best regards,

Lorayne Logan

workplace, a WBE certified business

815.961.9679

lorayne@workplacestaffing.com

LoRayne Logan is President & Founder of *workplace staffing and search*, a certified wholly-woman owned business serving as a strategic business partner to regional employers in northern IL and southern WI.

LoRayne was named the 2019 Citizen of the Year by the Rockford Chamber of Commerce and was recognized by the YWCA with the Community Leadership Award. In 2013 she won the Woman Business Owner of the Year and the Service Above Self awards. LoRayne was named to the inaugural group of 20 People You Should Know in 2011. She was recognized as the 2007 Philanthropist of the Year for her gift to Rock Valley College, honoring her mentor.

LoRayne is a founding member and current vice-chair of the Steering Committee of Transform Rockford, an initiative formed to facilitate social and economic regional transformation. From 2013-2016 she led the engagement team which focused on development engagement of a broad sector of our region's residents. She serves as current vice-president of Rock Valley College Foundation and the Rockford Symphony Orchestra Foundation, is a member of the board of directors of Rock River Development Partnership and a founding member of the Rockford Region Good Government PAC. She was a member of the City of Rockford Board of Fire and Police Commissioners from 2005 – 2018 and served as chair for 11 years.

The mission of her business coupled with her extensive civic involvement have given her extensive knowledge of our community.



West Side Church of God in Christ

Supt. Maurice A. West, Lead Pastor/District Superintendent

228 South Hinkley Avenue
Rockford, Illinois 61102
www.westsidecogic.com

Mr. Joseph V. Chiarelli
Winnebago County Board Chairman
County Administration Building
404 Elm Street
Rockford IL 61101

Dear Chairman Chiarelli,

Since its inception, I have served on the board of Rockford Corridor Improvement (RCI). I have found this to be a fulfilling position to reduce neighborhood blight and make areas safer for our children as they walk to school. We have an old city with the oldest areas concentrated around the river and westward. These are areas where poverty is high and the opportunity for being affected by blight is greater. RCI has been successful in removing problem properties making it not only safer for our children but improving the quality of life for those that are working hard to make homes for their families in these areas.

I began working with RCI after being one of the initial participants in Transform Rockford serving as co-lead of the Analysis Team with John Holmstrom, the past president of RCI. I bring 36 years of experience working in project management and financial analysis in the defense industry. Also, as a pastor in the midst of the Ellis Heights neighborhood, I have a vested interest to make sure that the neighborhood is safe for our community regardless of their church affiliation.

I hope to be able to continue working with this fine organization. I have attached my resume so that you have the details on my background.

Sincerely,

Pastor Maurice A. West



1401 North Second Rockford, IL 61107 P 815-963-7400 F 815-963-7415

April 6, 2021

Chairman Joseph Chiarelli
404 Elm Street
Room 533
Rockford, Illinois 61101

RE: Rockford Corridor Improvement, Inc. Community Revitalization Progress

Dear Joe,

Rockford Corridor Improvement, Inc., (RCI) was organized in January 2014 for the following purposes: (a) to reduce the burdens which neighborhood blight imposes on units of government; (b) to combat community deterioration and lessen neighborhood tensions by facilitating the improvement of key corridors in the City of Rockford through the acquisition and demolition of abandoned buildings; and (c) to facilitate the eventual reuse of impacted property in a beneficial manner. The term “Key Corridors” means significant arterial roadways in the City of Rockford and areas along routes that children use to get to and from grade school. RCI is governed by a Board of seven Directors consisting of 2 members appointed by the Mayor of the City of Rockford (currently Shaun McCarren and John Holmstrom), 2 members appointed by the Chairman of the Winnebago County Board (currently Peg Wartowski and Pastor Maurice West), one member appointed by the President of the Rockford Local Development Corporation (currently Jamie Cassell, who is the President of the organization), and 2 members appointed by the Superintendent of the Rockford Public Schools (currently Anthony Wilson and Frank Wehrstein).

We believe that it is particularly important to focus on the creation of “safe routes” for grade school kids. The removal of blighted properties will also increase property values of neighboring properties and deter criminal activity that takes place in abandoned, vacant houses. A number of studies in other communities have found that the demolition of abandoned houses increases the value of property in the vicinity by as much as 5% to 10%.

RCI is a non-profit corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code. RCI concentrates the acquisition and demolition of dangerous abandoned houses to try to have a significant impact on a neighborhood; i.e., the organization can have a greater impact by concentrating on several structures in the same neighborhood rather than demolishing the same number of structures scattered throughout the City.

Each board member serves for a three year term and the initial terms were to expire on the first annual meeting after December 1, 2017. Under the by-laws, if a board member is to be re-appointed for an additional term, the appointment is to be made by whomever appointed that board member to his or her initial term. The annual meeting is scheduled for April 2018.

RCI does not have a compensated staff. All staff services are provided by A C Johnston, LLC at no charge.

The neighborhood where RCI has initially focused its efforts is the “Ellis Heights” neighborhood. Ellis Heights is bisected by West State Street, a major highway corridor, and is served by two grade schools: Lewis Lemon and Ellis Arts Academy. The City has recently made a substantial investment to improve West State Street through the Ellis Heights neighborhood adding greenspace, wider pavement, landscaping, and sites for commercial development.

The Ellis Heights neighborhood has a large number of abandoned houses; when RCI was formed, over 20% of the housing stock was vacant, and in a more recent survey by the City, over 320 houses in the neighborhood were reportedly vacant. Over 65% of the occupied residences are rentals. The population of Ellis Height is approximately 67% African-American. Approximately 47% of the population lives below the poverty line. The average household income in Ellis Heights is approximately \$25,000, compared to the average household income in the County of approximately \$50,000.

The City and RCI have entered a series of agreements (the “Development Agreements”) for the acquisition and demolition of abandoned residences in Ellis Heights. Under each Development Agreement, RCI provides the funds for the demolition of each structure, and after a house is demolished, RCI may take title to the lot through the City’s exercise of its statutory demolition powers. So far, RCI has demolished approximately 50 houses under these agreements. In general, the houses in the Initial Development Agreement were handled through what is referred to as the “Fast Track” program—something of a misnomer given the length of time it takes for the City to go through the

state-mandated steps. This process involves the City giving notice to everyone with an interest in the property (frequently including delinquent tax purchasers), obtaining bids for demolition and asbestos abatement, contracting for the work, obtaining a demolition lien on each parcel, foreclosing its lien in a process similar to the foreclosure of a mortgage, and advertising the parcel for judicial sale. At the conclusion of this process, which can take up to 36 months or longer, the City takes title to the lot. It then must go through a state-mandated process to transfer the lot to RCI. Because of the time and cost involved, the City has rarely gone through this foreclosure process, so most of the vacant lots are owned by private owners or the County Trustee and are subject to the City's demolition lien.

RCI may also acquire property by donation from banks (which may be gifts of title to the property or the bank's interest as mortgagee), by direct transfer from the City, or by donation from third parties. For example, the structure at 204 Irving Avenue was donated to RCI by Judson University in 2015. In some instances, the City has acquired an abandoned house by purchasing it from the Trustee who holds title to tax-delinquent parcels on behalf of Winnebago County.

So far, the demolition and other costs for RCI have been contributed by William Charles Construction Company, Northwestern Illinois Contractors Association, Winnebago County, local banks, and services contributed by a local law firm.

The Development Agreements provide that houses will be selected for demolition by the mutual agreement of the City and RCI. RCI will provide the funds for the demolition, and the bidding process will be conducted by the City on RCI's behalf using the City's demolition bidding specifications. Additionally, the City solicits bids, provides the asbestos inspections, and arranges for the disconnection of utilities. The City's legal staff would also handle the foreclosure of the City's demolition lien if they decided to pursue that approach. The City's community development staff verifies that each house is eligible for demolition under state law and handles the posting and mailing of notices to all parties claiming an interest in the property. The City provides these services in connection with the demolition/restoration work at no cost to RCI.

In this regard, RCI has investigated the possibility of building new "for sale" houses on lots which it acquires. We have worked with a local bank, builder, and appraiser to assess the level of subsidy that would be necessary. At present, our assessment is that it would take a total subsidy of approximately \$50,000 per house to support the construction and sale of modest houses in the Ellis Heights neighborhood.

In addition to the abandoned houses that are demolished by RCI in collaboration with the City under the annual Development Agreements, RCI and the City have formed a partnership under the Blight Reduction Program. The Blight Reduction Program (“BRP”) is a federally funded program that is administered through the Illinois Housing Development Authority (“IHDA”). The BRP is a U.S. Treasury forgivable loan program that awards funds to community not-for-profits to “target blighted, vacant, residential properties in specific communities for demolition, greening, and eventual reuse, repurpose, and/or redevelopment.” The program requires cities to form partnerships with non-profit organizations to acquire and demolish abandoned houses in census tracts that the City identifies as “blighted.” In 2016 the partnership of the City and RCI secured a commitment for a \$1,190,000 forgivable loan from IHDA to demolish abandoned homes in the Ellis Heights and Kishwaukee School areas. The County has a similar partnership with Comprehensive Community Solutions.

The BRP provides up to \$35,000 per house to cover the costs of acquisition, clearing title, demolition, planting grass or other landscaping, lot maintenance, and up to \$1700 of administration costs. The program requirements are incredibly complex and compliance requires a very substantial commitment of time and effort from City staff. Basically, however, the BRP requires that the City obtain clear title to an abandoned house before any demolition can take place. The City then transfers the house to RCI subject the obligation of RCI to repay the City for the costs that the City has incurred in obtaining clear title. RCI then contracts out the demolition and applies to IHDA for a loan to cover the cost of repaying the City, demolition, “greening,” and administration. If the work complies with the IHDA rules, IHDA makes a loan to RCI and RCI uses the loan proceeds to repay the City, cover the demolition costs, and pay the administrative charge to the City. RCI does not retain any administrative, overhead, or supervisory charges. Assuming that RCI complies with the program rules going forward, the IHDA loan is forgiven over a three-year period although under some circumstances it may be forgiven earlier; i.e., if the lot is transferred to an adjoining homeowner.

Under the BRP, RCI demolished 49 abandoned houses. Consistent with BRP guidelines and RCI’s policies, RCI will donate these demolished lots to qualifying adjoining homeowners, churches, and organizations.

In total, about 100 blighted houses have been demolished by RCI under the Development Agreements and the BRP and the total demolition costs funded by RCI outside of the BRP to date are approximately \$750,000. Currently, RCI and the City of Rockford are in the process of pursuing 26

additional abandoned houses under these two projects and intend to pursue more properties as funds allow.

The mission of RCI is to acquire and demolish abandoned houses, and to turn the property over (by donation or sale) to an appropriate owner for an appropriate use as promptly as possible. RCI does not intend to hold property indefinitely or to redevelop property itself, so it is not like a “Land Bank” in that respect. “Appropriate owners” may be the owners of adjoining houses, the Park District, a local church, a community garden, the School District, the local development corporation, a developer interested in constructing a new house. Property may be transferred subject to restrictive covenants which will control the nature, design, and scale of any future use and will prohibit certain uses which the City determines are unacceptable. In this regard, the Development Agreements all provide that any lots transferred for the construction of new residences must be for market rate, single family, owner-occupied residences or for any other use approved by the City. To date, fifteen lots have been transferred to an adjoining homeowner or church, and several lots which abut other City-owned lots have been retained by the City,.

In addition to the demolition of abandoned houses, RCI has donated equipment and start-up capital for Zion West Enterprises (“ZWE”). ZWE is a collaborative effort organized by Reverend Hightower at Mount Zion Missionary Baptist Church which employs residents of Ellis Heights in maintaining vacant lots in the neighborhood under contracts with the City, RCI, churches, and other private property owners. ZWE resulted from the efforts of the City staff, the United Way, the Community Foundation of Northern Illinois, and RCI. They started with a contract with the City to maintain 26 lots and currently are responsible for maintaining over 350.

RCI was also able to obtain a matching grant from the Northwestern Illinois Contractor’s Association to cover \$50,000 toward the cost to improve the sidewalk along Andrews Street from Avon to Lewis Lemon School. The remaining costs, which wound up being well in excess of \$50,000, were paid by the City. This is the route of the “walking school bus” along which YMCA staff and volunteers escort children to and from Lewis Lemon.

Not surprisingly, there are some challenges in an effort like what RCI has undertaken.

- The complexity of the foreclosure process in Illinois leads to long foreclosure times. As of 2017, Illinois is reported to have one of the longest foreclosure times in the country—an average of over 1000 days (<https://www.nolo.com/legal->

encyclopedia/states-with-long-foreclosure-timelines.html) or 215 days in an uncontested case (https://www.foreclosure.com/statelaw_IL.html). Even if there is no opposition and the court's and attorney's calendars permit the process to work as fast as is theoretically possible, it will take over 15 months to complete a foreclosure.

- The U.S. Treasury guidelines for the BRP lack the flexibility to necessary to address differences in taxing powers at the local level. The IHDA BRP rules are modeled in accordance with U.S. Treasury guidelines, and are designed for states which have completely different tax delinquency systems from Illinois. This lack of flexibility in IHDA BRP rules results in a more burdensome process to eliminate delinquent taxes and receive reimbursement for these expenses under the program. Although RCI was able to bring about a change in state legislation to ease the delinquent tax burden on the City for properties acquired under the BRP, the City had purchased over 30 properties before the law became effective.
- Currently, there is no comprehensive strategy for the reuse of the vacant lots created by the demolition of abandoned houses or, for that matter, for neighborhood improvement in which the demolition of abandoned houses plays a part. Such a strategy might include infrastructure improvements, school-neighborhood relationships, employment and training, options available through land banks, community development financial organizations or other private financing sources, etc. Additionally, Rockford is not a Home-Rule municipality. If Rockford were to become a Home-Rule municipality, the flexibility of Home Rule powers could assist in the implementation of a comprehensive strategy to address neighborhood redevelopment.
- The cost of new home construction in neighborhoods like Ellis Heights is essentially double what the finished house would appraise. Without substantial subsidies, it is simply not possible to build new housing on the lots created through the BRP and RCI projects. As an alternative, we are currently investigating the possibility of creating a forgivable loan fund that would provide financing to

homeowners in the Ellis Heights neighborhood for remodeling or home improvements.

If you have any questions or would like any additional information, please feel free to give me a call.

Best regards,

Respectfully,

John Holmstrom

MAURICE A. WEST

6353 Sawgrass Drive
Rockford, IL 61114

(815) 978-8205
maurice.west@icloud.com

Summary

Experienced religious and community leader with a demonstrated history of working in religious institutions and private sector. Skilled/demonstrated experience in church management, biblical interpretation, nonprofit organizations, analysis, counseling/mentoring, and management. Retired as a Senior Business Management Manager with over thirty-six (36) years of defense industry experience managing business units and implementing new techniques for highly technical and complex systems for both domestic and international customers. Demonstrated ability to manage diverse and challenging assignments and develop new initiatives from concept to execution stage. Strong religious training in structured and non-structured environments. Promotes results through team leadership and collaboration across all organizations.

Experience

ROCKFORD MINISTERS FELLOWSHIP, Rockford, IL

2014-Present

President.

2020-Present

Provide guidance/representation for a fellowship of churches within the Rockford region on community engagement, social injustice issues, political issues, educational issues, etc.

Vice President

2016-2020

BOARD OF FIRE & POLICE COMMISSIONERS, Rockford, IL

2014-2021

One of three commissioners responsible for examinations for membership in the fire and police departments and for promotions within the departments. Elected as Board Chair in September 2017.

ROCKFORD CORRIDOR IMPROVEMENT (RCI), Rockford, IL

2014-Present

Board member approved by the Winnebago County Board. RCI exists to (a) reduce the burdens which neighborhood blight imposes on units of government; (b) combat community deterioration and lessen neighborhood tensions by facilitating the improvement of key corridors in Rockford through the acquisition and demolition of abandoned buildings and (c) facilitate the potential reuse of impacted property.

TRANSFORM ROCKFORD, Rockford, IL

2013-2014

Co-Leader of the Analysis Team. Provide Analysis Team guidance for the standup of the Transform Rockford initiative which lead to the initial visioning efforts, and segment and spoke teams drafting strategy and plans.

WEST SIDE CHURCH OF GOD IN CHRIST, Rockford, IL

Lead Pastor

1999-Present

Responsible for all administration of the church. Delegate and oversee the planning of outreach activities in the surrounding community. Oversee the incorporation of new members and work toward creating an inviting environment in the congregation. Provide leadership training and opportunities to male and female ministry staff. Guide the church toward a positive and uplifting worship experience that focuses on making the Lord Jesus Christ the number one objective.

Assistant Pastor

1991-1999

Support the vision of the Lead Pastor by serving in any role necessary. Administer all ordinances of the church in the absence or in cooperation with the Lead Pastor.

WONDER DISTRICT CHURCH OF GOD IN CHRIST, Rockford, IL

District Superintendent

2011-Present

Administration / leadership support, within Wisconsin First Ecclesiastical Jurisdiction (Milwaukee) on behalf of the Jurisdictional Bishop, to pastors of churches in Rockford and Freeport, Illinois assigned to this district.

NORTHROP GRUMMAN CORPORATION, Rolling Meadows, IL 1978-2012**Homeroom (Site) Manager, Program Planning & Financial Control 2010-2012**

Recruit and develop talent to meet organizational needs. Provide tools, training, technical expertise, and guidance for 75 employees. Ensure compliance with executing specific process and product deliverables.

Manager, Division Financial Planning 2009-2010

Managed the Division's Financial Planning activities associated with the preparation, analysis, reporting, and forecasting of the Division's financial statements and key measures for incorporation in Corporate financial statements.

Business Manager, Advanced Radio Frequency Programs 2002-2008

Brought in to oversee and provide cost control to the business activities of a >\$700M highly advanced but severely overrun electronic warfare system (EWS) for the latest variant of the F-16 aircraft.

Business Manager, Infrared Countermeasures (IRCM) Programs 2000-2002

Oversee the business activities of > \$500M of IRCM products (directional infrared countermeasures equipment and Missile Warning Sensors) for International customers and the U.S. Air Force's large aircraft fleet.

Other Management & Professional Positions 1978-2000

- Manager, Division Capital Asset Management (Division Property) 1996-2000
- Manager, Financial Accounting Resources 1992-1996
- Manager, Program Finance, Classified Programs 1983-1992
- Site Earned Value Implementation Lead 1982-1983
- Program Planning & Financial Control Professional 1978-1982

BOEING CORPORATION (McDONNELL DOUGLAS), St. Louis, MO 1977-1978**Program Scheduler (Project Management)****BOY SCOUTS OF AMERICA, St. Louis, MO 1975-1977****District Scout Executive**

Planned, directed, and coordinated the activities of a geographic district within the local Scouting Council including budget management, training of volunteers and coordination of annual fund-raising activities.

Education

- MBA, Keller Graduate School of Management, DeVry University, 1999 (with Distinction)
- B.S., Lincoln University, Jefferson City, Missouri (cum laude), 1975

Key Awards

- Modern Day Technology Leader, BEYA STEM Global Competitiveness Conference, 2013
- Numerous awards and commendations, Northrop Grumman Corporation, 1978-2012
- Suburban Civic Assistance Association, Hoffman Estates, IL, Professional Achievement Award, 1988
- Chicago Area YMCA Black & Hispanic Achievers of Industry Award, 1982
- Eagle Scout, Boy Scouts of America, 1968

Other Ministerial Activities

- Church Business Manager, Spates Temple Church of God in Christ, Elgin, IL, 1980-1990
- Advisory Council Member, Christian Career Women, Inc., Olmstead, OH 1983-1989
- National Evangelist, Churches of God in Christ, 1980-1982
- Hosted Religious Radio Broadcasts, Chicago/Elgin areas (2 stations) 1978-1980
- Ordination – Churches of God in Christ, Memphis, TN, May 1978



Executive Summary

Date: May 13, 2021

From: County Board Chairman Joseph V. Chiarelli

Topic: **Board 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 person to serve as County appointee.

.....

R. Brent Meade of Machesney Park, Illinois, 61115 to serve a 3-year term from November 2019 – November 2022 on the North Park Fire Protection Board.

About the North Park Fire Protection Board	
Location:	600 Wood Ave, Machesney Park, IL 61115
Service Description:	Provide fire emergency, medical and other life safety services to portions of Machesney Park and unincorporated Winnebago County
Board Composition:	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board
Origin of Entity:	Fire Protection District Act (70 ILCS 705/1)
Property Tax/Funding:	Revenue from charges for water service
Consolidation/ Dissolution Plan:	<i>None Known</i>
Compensation:	Not to exceed \$1,000 per year

Richard Brent Meade

R. Brent Meade

President Gruno's Diamonds Incorporated Rockford Illinois

President Gruno's Diamonds LLC, a Wisconsin Limited Liability Company Madison Wisconsin

Graduated West High School (1975)

Rock Valley College 1976-1978 various business/ management

Received Gemologist Certificate from the Gemological Institute of America (1977)

JA Certified Senior management certification (2001)

Awarded Registered Jeweler Title, American Gem Society 2005

Recognized expert witness regarding fine jewelry litigation

Member Jewelers Vigilance Committee

Brent began his jewelry career as an apprentice bench jeweler in 1971.

Joined Gruno's in 1975 as head jeweler and designer.

Purchased Gruno's 1982. In 2000 he moved the store to its current location on North Perryville Road. It anchors a 14000 square foot retail center which he developed.

In 2014 Gruno's expanded to Madison Wisconsin market becoming south central Wisconsin and North central Illinois official Rolex Jeweler. Gruno's also carries exclusive Brand Designer's like, Hearts on Fire, ForeverMark-DeBeers, Roberto Coin, Oscar Heyman New York,

Brent has volunteered in numerous non-profits, North Park fire Protection District and is active in Area Chamber of Commerce in Illinois and Wisconsin



Executive Summary

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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 person to serve as County appointee.

.....

Jeff Vaughan of Rockford, Illinois, 61107 to serve a 3-year term from February 2021 – February 2024 on the North Park Fire Protection Board.

About the North Park Fire Protection Board	
Location:	600 Wood Ave, Machesney Park, IL 61115
Service Description:	Provide fire emergency, medical and other life safety services to portions of Machesney Park and unincorporated Winnebago County
Board Composition:	Three trustees appointed by the Winnebago County Board Chairman with advice and consent of the County Board
Origin of Entity:	Fire Protection District Act (70 ILCS 705/1)
Property Tax/Funding:	Revenue from charges for water service
Consolidation/ Dissolution Plan:	<i>None Known</i>
Compensation:	Not to exceed \$1,000 per year

Jeffery Vaughan

7959 Ili Kai Ct.
Rockford, IL 61107

Summary:

I have over 30 years of being an active firefighter with a combination of both volunteer and full time. I also have experience in the emergency medical field being a licensed paramedic for the past 14 years. Along with those skills I also have experience in dispatching fire and EMS.

Skills:

- Exceptionally fast learner
- Dedicated
- Possesses common sense

Experience:

June 1991 to August 2000

Cherry Valley Fire Protection Dist. - Firefighter

As a firefighter with Cherry Valley I learned valuable life experiences. From the basics of how to be a firefighter and working under the time Chief Don Carlson who taught me so much more.

Sept 2000 to March 2009

North Park Fire Protection District - Firefighter

As a firefighter with NPPFD I continued building my skills and gaining knowledge. Under Chief Steve Ferdinand I reached the rank of lieutenant with the dept in 2004.

Oct 2000 to Nov 2006

Advanced Heating and Air - HVAC Tech.

My position in this company was that of a technician. I was working on becoming a journeyman with the sheet metal workers union.

June 2002 to Nov 2011

OSF Saint Anthony - Medical Communications Specialist

In this position I dispatched Lifeline ambulance, Lifeline helicopter, North Park Fire Dept. and we handled all doctor to doctor referrals for doctors wanting to send their patients to OSF.

July 2005 to Present

City of Belvidere IL - Firefighter/ Paramedic

I currently work full time with the City of Belvidere.

February 2017 to Present

North Park Fire Protection District board of Trustees and Pension Board.

I have been the secretary for the Board since 2017 and the President of the Pension board since 2018

Education

I graduated Thomas Jefferson High School in 1991

I have been taking classes through Rock Valley to pursue my fire science degree

Certificates and Honors

Certificates and Licenses:

Firefighter 3

Advanced Firefighter

HazMat tech

Fire officer 1

FAE

VMO

I am currently a licensed paramedic in the state of Illinois

I received recognition from OFS EMS for a mass casualty incident in 2007 and in 2011 for saving a choking man in.

In March of 2017 I received my dept's highest honor (the Medal of Honor) and the Illinois Fire Services Medal of Valor for heroic actions taken at an apartment fire on Jackson St, Belvidere IL. In that event myself and 2 others rescued 5 via ladders and 3 others upon entering the building and dragging them out.

NEW BUSINESS

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

2021 CR _____

**RESOLUTION APPROVING THE EXTENSION OF THE EXECUTIVE
PROCLAMATION OF A DISASTER EMERGENCY IN THE COUNTY OF
WINNEBAGO, ILLINOIS (CHEMTOOL FIRE)**

WHEREAS, on June 14, 2021, the Chairman of the County Board of the County of Winnebago, Illinois issued an Executive Proclamation of a Disaster Emergency pursuant to 20 ILCS 3305/11, for the County of Winnebago, Illinois due to a significant and hazardous fire that occurred at the ChemTool Incorporated facility located at 1165 Prairie Hill Road, Rockton, Illinois in Winnebago County, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11, provides that a disaster declaration by the principal executive officer of a political subdivision shall not last longer than seven (7) days without the consent of the governing board of the political subdivision; and

WHEREAS, the County Board of Winnebago County, Illinois has determined that it is in the best interests of the County of Winnebago and its residents to extend the duration of the Executive Proclamation of a Disaster Emergency for an additional sixty (60) days, to August 20, 2021.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, as follows:

SECTION ONE: The foregoing recitals are hereby incorporated as if fully set forth herein.

SECTION TWO: The County Board hereby affirm and ratify Exhibit A, the Executive Proclamation of a Disaster Emergency pursuant to 20 ILCS 3305/11.

SECTION THREE: The County Board hereby approves the extension of the Executive Proclamation of a Disaster Emergency for an additional sixty (60) days, to August 20, 2021.

SECTION FOUR: This Resolution shall be in full force and effect immediately upon its adoption.

SECTION FIVE: The Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator, the Winnebago County Health Department Public Health Administrator, the Winnebago County Sheriff and the Winnebago County State's Attorney.

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of June, 2021.

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

Exhibit A

EXECUTIVE PROCLAMATION OF A DISASTER EMERGENCY

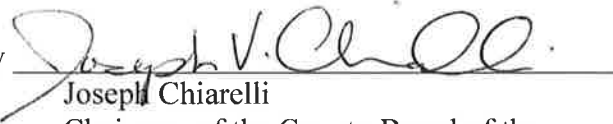
Upon authority of 20 ILCS 3305/11, I, Joseph Chiarelli, Chairman of the County Board of the County of Winnebago, Illinois upon recommendation of the Director of the Winnebago County Emergency Management Agency, do hereby proclaim that a disaster emergency exists in the County of Winnebago, Illinois due to the following reasons:

- On Monday, June 14, 2021, a significant and hazardous fire occurred at the ChemTool Incorporated facility located at 1165 Prairie Hill Road, Rockton, Illinois in Winnebago County.

The Winnebago County Emergency Management Agency is ordered to proceed with all haste to bring the said disaster to a rapid conclusion for the best interest of the residents of Winnebago County, Illinois pursuant to the Illinois Emergency Management Act, as amended, and the Winnebago County Emergency Services and Disaster Act of 1976, as amended.

This proclamation is effective from June 14, 2021 and shall expire June 21, 2021 unless extended by the County Board of Winnebago County, Illinois.

By



Joseph Chiarelli

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

Filed this 14th day of June, 2021 with the Winnebago County Clerk.

By



Lori Gummow

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

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: June 21, 2021

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. “Pre-Application Meeting with Exelon Generation, LLC (Exelon) Regarding a Proposed Alternative from Certain Requirements in Title 10 of the Code of Federal Regulations (10 CFR) Section 50.55a, “Codes and standards.”
 - b. Braidwood Station, Byron Station, Clinton Power Station, Dresden Nuclear Power Station, LaSalle County Station, and Quad Cities Nuclear Power Station – Information Request to Support the NRC Annual Baseline Emergency Action Level and Emergency Plan Changes Inspection.
 - c. Byron Station, Unit 1 – Notification of NRC Baseline Inspection and Request for Information; Inspection Report 05000454/2021003.
2. County Clerk Gummow received from the Records Office the Monthly Report for May, 2021.
3. County Clerk Gummow received a letter regarding a Notice of Class 3 Permit Modification BFI-David Junction Landfill-Phase 1 Davis Junction, Illinois.

Adjournment