



# WINNEBAGO COUNTY

— ILLINOIS —

**REVISED**

## AGENDA

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

**Thursday, August 26, 2021**  
**6:00 p.m.**

1. **Call to Order** .....Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance** ..... Board Member Tim Nabors
3. **Agenda Announcements** .....Chairman Joseph Chiarelli
4. **Roll Call** .....Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings, and Public Participation**
  - A. Awards – None
  - B. Presentations – None
  - C. Public Hearings – None
  - D. Public Participation – None
  - E. Proclamation – “International Overdose Awareness Day” Presented to Alysia Maggio, Drug Overdose Prevention Program (DOPP) Training Specialist
6. **Approval of Minutes** .....Chairman Joseph Chiarelli
  - A. Approval of July 22, 2021 minutes
  - B. Layover of August 12, 2021 minutes
7. **Consent Agenda**.....Chairman Joseph Chiarelli
  - A. Raffle Report
  - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30 day layover unless there is a suspension of the rule).**
  - A. River Bluff Advisory Board to be Laid Over 30 Days
    1. Jaime Salgado
9. **Reports of Standing Committees** .....Chairman Joseph Chiarelli
  - A. Finance Committee .....Jaime Salgado, Committee Chairman

1. Committee Report
  2. Resolution Approving the Mallinckrodt plc Bankruptcy Plan (Opioid Litigation)
- B. Zoning Committee .....**Jim Webster, Committee Chairman**  
Planning and/or Zoning Requests:
1. Z-06-21 A map amendment to rezone +/- 3.54 acres from the AG, Agricultural Priority District and RE, Rural Estate District (a sub-district of the RA District) to the RR, Rural Residential District (a sub-district of the RA District) for the properties that are commonly known as 8396 Elevator Road, Roscoe, IL 61073 and 11561 Patty Lin Court, Roscoe, IL 61073 in Roscoe Township, District 4 to be laid over.
  2. Committee Report
- C. Economic Development Committee.....**Jas Bilich, Committee Chairman**  
1. Committee Report
- D. Operations & Administrative Committee.....**Keith McDonald, Committee Chairman**  
1. Committee Report
- E. Public Works Committee .....**Dave Tassoni, Committee Chairman**  
1. Committee Report
2. (21-024) Resolution Authorizing an Intergovernmental Agreement between Winnebago County and the Illinois State Toll Highway Authority for the Operation and Maintenance of Emergency Vehicle Pre-emption Equipment at the I-90 Exit Ramp at East Riverside Boulevard  
WC Cost: \$00.00 C.B. District: 7 & 8
  3. (21-025) Resolution Authorizing an Intergovernmental Agreement between Winnebago County and Rockford Township for Phase 1 and II Design Engineering Services for the Widening and Repair of Guilford Road Culvert over Keith Creek (Section 21-07000-00-BR)  
WC Cost: \$00.00 C.B. District: 16
  4. (21-026) Resolution Authorizing the Execution of a Local Public Agency Engineering Services Agreement with Willett Hofmann & Associates Inc. for Phase I and II Design Services for the Widening and Repair of Guilford Road Culvert over Keith Creek (Section 21-07000-00-BR)  
WC Cost: \$00.00 C.B. District: 16
  5. (21-027) Resolution Authorizing the Award of Bid for Latham Road Widening from Meridian Road to Owen Center Road (Section 21-00683-00-PW)  
Cost: \$504,784.75 C.B. District: 1
  6. (21-028) An Ordinance Establishing a Speed Zone on Baxter Road from IL-39/US-51 Eastside Ramp to S. Mulford Road  
Cost: \$ N/A C.B. District: 9
  7. (21-029) Resolution Authorizing the Supplemental Appropriation of MFT Funds for the Maintenance of County Highways (Section 21-00000-00-GM)  
Cost: \$ 220,000 C.B. District: County Wide
- F. Public Safety and Judiciary Committee.....**Burt Gerl, Committee Chairman**  
1. Committee Report

- 10. Unfinished Business .....Chairman Joseph Chiarelli**  
**Finance Committee**  
A. Ordinance Increasing the Fee for Duplicate Copies of Tax Bills Pursuant to the Property Tax Code, 35ILCS 200/20-12 Laid Over from August 12, 2021 Meeting  
**Operations and Administrative Committee**  
A. Resolution Adopting Criteria for the Operation of the County’s Delinquent Tax Program Laid Over from July 8 and 22 and August 12, 2021 Meetings
- 11. New Business.....Chairman Joseph Chiarelli**
- 12. Closed Session to Discuss Pending Litigation.....Chairman Joseph Chiarelli**
- 13. Announcements & Communications ..... Clerk Lori Gummow**  
A. Correspondence (see packet)
- 14. Adjournment .....Chairman Joseph Chiarelli**

**Next Meeting: Thursday, September 9, 2021**

**Awards,  
Presentations,  
Public Hearings,  
Public Participation &  
Awards Presentation**



# Proclamation

## *In Recognition of*

# "International Overdose Awareness Day"

## August 31, 2021

**WHEREAS**, International Overdose Awareness Day is a worldwide event held each August 31<sup>st</sup> to remember those who have lost their lives to an overdose; and

**WHEREAS**, families throughout Winnebago County have suffered the tragic loss of loved ones to opioid addiction and overdose; and

**WHEREAS**, Winnebago County has been disproportionately impacted by the Opioid Epidemic resulting in significant morbidity and mortality among residents; and

**WHEREAS**, the Opioid Response Team comprised of agencies from Winnebago County has worked to reduce the impact of the Opioid Epidemic through Education and Stigma Reduction; Access to Care; Safer Prescribing and Dispensing; Supporting Justice Involved Populations and Rescue; and

**WHEREAS**, the Drug Overdose Prevention Program (DOPP) of the Winnebago County Health Department and its partner agencies provide training on the administration and supplies of naloxone/Narcan to community members to intervene and prevent death in opioid overdose.

**NOW, THEREFORE**, I, Joseph V. Chiarelli, as Chairman of the Winnebago County Board, do hereby proclaim August 31, 2021 to be:

## "International Overdose Awareness Day"

in Winnebago County, Illinois in remembrance to those who have lost their lives due to drug overdose, in support of families who have lost loved ones due to drug overdose, and in recognition of those in our community who are working to address the opioid crisis and prevent overdose deaths. I further encourage the community to be trained in the administration of naloxone/Narcan to assist in efforts to save lives of our families, friends, and colleagues.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 26<sup>th</sup> day of August, 2021.

  
\_\_\_\_\_  
Joseph V. Chiarelli, Chairman  
Winnebago County Board

# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
JULY 22, 2021**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, July 22, 2021 at 6:00 p.m.
2. County Board Member Lindmark gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements:

Under Unfinished Business

Please move the Finance Committee and Operations and Administrative Committee items under their Committee Report section on the Agenda.

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

5. Awards - Associate Judge Donna R. Honzel, Recipient of Seely Forbes Award
- Presentations - Land Bank Update by Gary Anderson. Discussion by Board Members Arena, Butitta, McCarthy, and Kelley.
- Public Hearings - None
- Public Participation- Board Member Nabors, Jason Holcomb, and Reverend Dr. K. Edward Copeland, gave a presentation regarding the Mental Health Board. Discussion by Board Members Arena, Goral, Butitta, Webster, Salgado, McCarthy, and Fellars.
- Proclamations - Chairman Chiarelli presented Mike Maffioli with a Proclamation in recognition of "Festa Italiana Days."
- Chairman Chiarelli presented Valeri DeCastris with a Proclamation in recognition of "Rockford's Italian Sister City." Discussion by Board Member Webster.
- Chairman's Service - Chairman Chiarelli presented Paul Logli with the Chairman's Service Award

### **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 June 21 and 28, 2021 and layover County Board Minutes of July 8 and 14, 2021, seconded by Board Member Arena. Motion was approved by a roll call vote of 20 yes votes.

### **CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for July 22, 2021. Board Member Lindmark made a motion to approve the Consent Agenda which includes the Raffle Report and the Auditors Report-Approval of Bills, seconded by Board Member Gerl. 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).**

### **REPORTS FROM STANDING COMMITTEES**

#### **FINANCE COMMITTEE**

9. Board Member Salgado made a motion to approve an Ordinance for Approval of Budget Amendment for Reimbursable Technology Laid Over from July 8, 2021 Meeting, seconded by Board Member Hoffman. Motion was approved by a roll call vote of 20 yes votes.
10. Board Member Salgado made a motion to approve Ordinance Authorizing a Budget Amendment to Allocate Funds Received from the U.S. Treasury Department as Directed Under the American Rescue Plan Act (ARP) Laid Over from July 8, 2021 Meeting, seconded by Board Member Wescott. Board Member Salgado made a motion to amend the Ordinances allocation of the funds. Discussion by Chief Financial Officer Rickert and Board Member Salgado, Nabors, and Fellars. Motion to amend the Ordinance was approved by a roll call vote of 20 yes votes. Board Member Salgado made a motion to approve the amended Ordinance, seconded by Board Member Webster.
11. Board Member Salgado made a motion to approve an Ordinance Authorizing a Budget Amendment to Allocate Funds Received from the U.S. Treasury Department Under the Emergency Rental Assistance Program II Laid Over from July 8, 2021 Meeting, seconded by Board Member Hoffman. Discussion by Board Member Arena. Motion was approved by a roll call vote of 18 yes votes and 1 abstention. (Board Member Arena abstained.) (Board Member Wescott was absent.) Discussion by Board Member Salgado.

## **ZONING COMMITTEE**

12. No Report.

## **ECONOMIC DEVELOPMENT**

13. Board Member Bilich made a motion to approve a Resolution Abating Property Taxes on Property Located at 707 Fulton Avenue, Rockford, Illinois Specifically Identifies as Property Index Number 11-12-352-001 and Commonly Known as Ingersoll Real Estate, LLC, seconded by Board Member Wescott. Discussion by Paul Pepitone from Ingersoll and Board Members Fellars and Webster. Motion was approved by a roll call vote of 19 yes votes and 1 no vote. (Board Member Schultz voted no.)
14. Board Member Bilich made a motion to approve a Resolution Authorizing Participation in Abandoned Residential Property Municipal Relief Program Grant, seconded by Board Member McCarthy. Discussion by Board Member Bilich. Motion was approved by a roll call vote of 20 yes votes.
15. Board Member Bilich made a motion to approve a Resolution Approving Greenways: A Greenways Plan for Boone, Ogle, and Winnebago Counties, seconded by Board Member Webster. Discussion by Board Member Webster. Motion was approved by a roll call vote of 20 yes votes.

## **OPERATIONS & ADMINISTRATIVE COMMITTEE**

16. Board Member McDonald made a motion to approve a Resolution Adopting Procedures for Remote Meeting Attendance Pursuant to the Illinois Open Meetings Act, 5 ILCS 120/7, seconded by Board Member Hoffman. Motion was approved by a roll call vote of 20 yes votes.
17. Board Member McDonald made a motion to lay over a Resolution Adopting Criteria for the Operation of the County's Delinquent Tax Program Laid Over from July 8, 2021 Meeting, seconded by Board Member Crosby. Motion to lay over the Resolution was approved by a roll call vote of 20 yes votes.

## **PUBLIC WORKS**

18. Board Member Tassoni made a motion to approve (21-019) Resolution Authorizing the Award of a bid for Shirland/Rockton Road Resurfacing from Meridian Road to the Rockton Village Limits and Appropriation of Rebuild Illinois Funds (RBI) (Section 20-00680-00-RS), seconded by Board Member Webster. Motion was approved by a roll call vote of 19 yes votes. (Board Member McCarthy was absent.)
19. Board Member Tassoni made a motion to approve Agenda Items 3., 4., & 6. (as listed below), seconded by Board Member Fellars. Motion was approved by a roll call vote of 20 yes votes.

3. (21-020) Resolution Authorizing the Award of a Bid for Latham Road Culvert Replacements from Meridian Road to Owen Center Road (Section 21-00684-00-DR)
  4. (21-021) Resolution Authorizing the Execution of a Local Public Agency Amendment #1 for Federal Participation for Rehabilitation of the Alpine Road Bridge over Forest Hills Road (Section 19-00620-00-BR)
  6. (21-023) Resolution Authorizing the Award of 5 Years Leases for Two Wheel Loaders
20. Board Member Tassoni read in for the first reading of (21-022) Ordinance Establishing a Speed Zone on Hamborg Road from Belvidere Road to Burr Oak Road in Harlem and Roscoe Townships.

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

21. No Report.

### **UNFINISHED BUSINESS**

22. Chairman Chiarelli entertained a motion to approve the Appointments (as listed below). Board Member Gerl made a motion to vote on all Appointments (as listed below) at once, seconded by Board Member Bilich. Motion was approved by a unanimous vote of all members present. Board Member Gerl made a motion to approve Appointments A. thru D., seconded by Board Member Arena. Motion was approved by a roll call vote of 20 yes votes.

### **APPOINTMENT(S)**

#### **A. New Milford Fire Protection District, Read in June 10, 2021, Compensation: \$1,200 Per Year/\$100 Per Monthly Meeting**

1. Rob Sickler (3 – Year Reappointment), Rockford, Illinois, May 2021-May 2024

#### **B. Cherry Valley Fire Protection District, Read in June 10, 2021, Compensation: \$4,500/\$375 Per Month with Certification Classes**

1. William LeFevre (3 – Year Reappointment), Cherry Valley, Illinois, May 2020 - May 2023
2. Rebecca Ihne (3 – Year Reappointment), Rockford, Illinois, May 2021 - May 2024
3. Karl Erickson (3 – Year Reappointment), Rockford, Illinois, May 2019 – May 2022

#### **C. Board of Health, Read in June 21, 2021, Compensation: None**

1. Gabrielle Torina (New Appointment), Rockford, Illinois, June 2021 – June 2024 (Appointment by Rockford City Council 05/20/21)

**D. Zoning Board of Appeals, Read in June 21, 2021, Compensation: \$1,200 Per Year/\$100 Per Monthly Meeting**

1. Greg Tilly (New Appointment), Cherry Valley, Illinois, to Fill Remaining Term of Arlene Williams which Expired November 2021

**NEW BUSINESS**

23. Board Members Goral and Gerl spoke of the Juvenile Detention Center.

Board Member Nabors spoke of the appointment process.

**ANNOUNCEMENTS & COMMUNICATION**

24. 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. 126 / Tuesday, July 6, 2021 / Notices
    - b. Federal Register / Vol. 86, No. 131 / Tuesday, July 13, 2021 / Notices
  - B. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report as of July, 2021.
  - C. County Clerk Gummow received the Monthly Report for June, 2021 from the Winnebago County Recorder's Office.
  - D. County Clerk Gummow received from ComEd a letter regarding their intent to perform vegetation management activities on distribution circuits in our area within the next few months.

**ADJOURNMENT**

25. Chairman Chiarelli entertained a motion to adjourn. County Board Member Gerl moved to adjourn the meeting, seconded by Goral. Motion was approved by a voice vote. The meeting was adjourned at 7: 26 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk  
ar

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
AUGUST 12, 2021**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, August 12, 2021 at 6:00 p.m.
2. County Board Member McCarthy gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 15 Present. 5 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Kelley, Lindmark, McCarthy, McDonald, Nabors, Salgado, Schultz, Tassoni, and Wescott were present.) (Board Members Bilich, Gerl, Hoffman, Redd, and Webster were absent.)

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

5.     Awards         -         Seward Sanitary District Best in Class Award Announcement – Presented to Andrew Conover, Seward Sanitary District Trustee
- Presentations -         Northern Illinois Regional Affordable Community Housing (NI ReACH, formerly Winnebago Housing Authority)
- Public Hearings -       None
- Public Participation-   None

Board Member Webster arrived at 6:13 p.m.

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Fellars made a motion to approve County Board Minutes of July 8 and 14, 2021 and layover County Board Minutes of July 22, 2021, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members Bilich, Gerl, Hoffman, and Redd were absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for August 12, 2021. Board Member Crosby made a motion to approve the Consent Agenda which includes the Raffle Report, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. . (Board Members Bilich, Gerl, Hoffman, and Redd were absent.)

## **APPOINTMENTS**

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

## **REPORTS FROM STANDING COMMITTEES**

### **FINANCE COMMITTEE**

9. Board Member Salgado read in for the first reading of an Ordinance Increasing the Fee for Duplicate Copies of Tax Bills Pursuant to the Property Tax Code, 35ILCS 200/20-12 to be Laid Over.
10. Board Member Salgado read in for the first reading of a Budget Amendment Ordinance for Crisis Co-Responder Team Program to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Crosby. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Bilich, Gerl, Hoffman, and Redd were absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Schultz. Discussion by Board Member Salgado. Motion was approved by a roll call vote of 16 yes. (Board Members Bilich, Gerl, Hoffman, and Redd were absent.)

### **ZONING COMMITTEE**

11. No Report.

### **ECONOMIC DEVELOPMENT**

12. No Report.

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

13. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of an Agreement with OrthoIllinois for a Voluntary/Supplemental Health Benefit, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Bilich, Gerl, Hoffman, and Redd were absent.)

### **PUBLIC WORKS**

14. Board Member Tassoni made a motion to approve (21-022) Ordinance Establishing a Speed Zone on Hamborg Road from Belvidere Road to Burr Oak Road in Harlem and Roscoe Townships, seconded by Board Member Webster. Discussion by Board Member Arena and

Lindmark. Motion was approved by a roll call vote of 16 yes votes. (Board Members Bilich, Gerl, Hoffman, and Redd were absent.) Board Member Tassoni announced the next Public Works Committee meeting will be held on Tuesday, August 17, 2021.

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

15. No Report.

### **UNFINISHED BUSINESS**

16. **Operations and Administrative Committee**

- A. Board Member McDonald made a motion to lay over Resolution Adopting Criteria for the Operation of the County's Delinquent Tax Program Laid Over from July 8 and 22, 2021 Meetings, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Bilich, Gerl, Hoffman, and Redd were absent.)

### **NEW BUSINESS**

17. None

### **ANNOUNCEMENTS & COMMUNICATION**

18. 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. 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; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; and Nine Mile Point Nuclear Station, Unit 2 –Request for Withholding Information Regarding Proposed Alternative to use ASME Code Case N-893 (EPIDS L-2020-LLR-0147 and -0148)
- B. County Clerk Gummow submitted from Sue Goral, Winnebago County Treasurer the Monthly Report for June, 2021 Bank Balances.

County Administrator Thompson announced there will be a Committee of the Whole meeting on August 19, 2021 at 5:30 to discuss the Preliminary 2022 Operating Budget.

Chairman Chiarelli announced the Census information was made available to all counties.

Board Member Booker reminded the Board of the Winnebago County Fair.

## ADJOURNMENT

19. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by McCarty. Motion was approved by a voice vote. The meeting was adjourned at 6: 26 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  
3 different organizations for 3 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
30554	1	HARLEM-ROSCOE FIREFIGHTER'S ASSOCIATION	09/01/2021-09/12/2021	\$ 1,500.00
30555	1	LAKE SUMMERSET ASSOCIATION INC.	08/30/2021-09/04/2021	\$ 4,999.99
30556	1	SINNISSIPPI QUILTERS INC.	10/01/2021-05/01/2022	\$ 6,000.00

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

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

This concludes my report,

Deputy Clerk

*Kayla Hilliard*

LORI GUMMOW  
Winnebago County Clerk

Date 26-Aug-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	\$ 5,616,067
101	PUBLIC SAFETY TAX	\$ 3,994,537
103	DOCUMENT STORAGE FUND	\$ 26,153
104	TREASURER'S DELINQUENT TAX FU	\$ 5,913
105	VITAL RECORDS FEE FUND	\$ 3,582
106	RECORDERS DOCUMENT FEE FUND	\$ 27,076
109	VICTIM IMPACT PANEL FEE	\$ 800
111	CHILDREN'S WAITING ROOM FUND	\$ 7,933
112	RENTAL HOUSING FEE FUND	\$ 35,703
114	911 OPERATIONS FUND	\$ 283,436
115	PROBATION SERVICE FUND	\$ 3,908
116	HOST FEE FUND	\$ 126,000
119	CORONER FEE FUND	\$ 1,484
120	DEFERRED PROSECUTION PROGRAM	\$ 5,545
123	STATE DRUG FORFEITURE ST ATTY	\$ 430
126	LAW LIBRARY	\$ 25,491
129	COUNTY AUTOMATION FUND	\$ 8,509
131	DETENTION HOME	\$ 311,529
145	FORECLOSURE MEDIATION FUND	\$ 1,434
155	MEMORIAL HALL	\$ 10,834
158	CHILD ADVOCACY PROJECT	\$ 59,511
161	COUNTY HIGHWAY	\$ 478,808
162	COUNTY BRIDGE FUND	\$ 16,487
164	MOTOR FUEL TAX FUND	\$ 97,669
165	TOWNSHIP HIGHWAY FUND	\$ 75,395
169	HIGHWAY REBUILD IL GRANT	\$ 35,519
181	VETERANS ASSISTANCE FUND	\$ 27,711
185	HEALTH INSURANCE	\$ 1,891,600
192	EMPLOYER SOCIAL SECURITY FUND	\$ 566,310
193	ILLINOIS MUNICIPAL RETIRE	\$ 637,268
194	TORT JUDGMENT & LIABILITY	\$ 421,065
195	PAYROLL CLEARING ACCOUNT	\$ 3,374,616
196	MENTAL HEALTH TAX FUND	\$ 2,885
201	2013B ADMIN	\$ 37,600
217	BAXTER ROAD TIF FUNDS	\$ 350
227	2015A DEBT CERTIFICATES	\$ 750
254	2020G GO BONDS	\$ 750
255	2020B REFUNDING BONDS	\$ 750
301	HEALTH GRANTS	\$ 1,149,441
302	SHERIFF'S DEPT GRANTS	\$ 21,854
303	STATE'S ATTORNEY GRANT	\$ 18,226
304	PROBATION GRANTS	\$ 60,679
309	CIRCUIT COURT GRANT FUND	\$ 122,921
311	EMERGENCY RENTAL ASSISTANCE	\$ 1,104,674

401	RIVER BLUFF NURSING HOME	\$	1,343,754
410	ANIMAL SERVICES	\$	249,150
420	555 N COURT OPERATIONS FUND	\$	25,716
430	WATER FUND	\$	8,102
501	INTERNAL SERVICES	\$	99,058
721	2020A CAPITAL PROJECT FUND	\$	533,616
743	CAPITAL PROJECTS FUND	\$	81,912

TOTAL THIS REPORT

23,040,511.00

The adoption of this report is hereby recommended:

  
William Crowley, County Auditor

ADOPTED: This 26th day of August 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

# **Reports of Standing Committees**

# **FINANCE COMMITTEE**



## Resolution Executive Summary

**Prepared By:** Lafakeria S. Vaughn  
**Committee:** Finance Committee  
**Committee Date:** August 26, 2021  
**Resolution Title:** Resolution Approving the Mallinckrodt plc Bankruptcy Plan (Opioid Litigation)  
**County Code:** Not Applicable  
**Board Meeting Date:** August 26, 2021

**Budget Information:**

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

**Background Information:** Approval of the Mallinckrodt plc Bankruptcy Plan (Opioid Litigation)

**Recommendation:** Staff concurs

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

**Follow-Up:** The SAO will submit the required voting instructions to the National Consortium by the deadline of September 1, 2021.

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

2021 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

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**RESOLUTION APPROVING THE MALLINCKRODT PLC BANKRUPTCY PLAN  
(OPIOID LITIGATION)**

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**WHEREAS**, Winnebago County, Illinois is one of many governmental agencies represented by the National Prescription Opioids Litigation Consortium (National Consortium), who have filed proofs of claims in the Chapter 11 Bankruptcy Plan of Reorganization in connection with *In Re Mallinckrodt plc* and its affiliates; and

**WHEREAS**, all creditors are eligible to vote on approval of Mallinckrodt's proposed bankruptcy plan; and

**WHEREAS**, upon review of the plan and recommendation of the National Consortium and the Plaintiffs' Executive Committee (PEC), the Finance Committee recommends approval of the plan, which it believes, is a fair and equitable resolution of opioid-related claims against Mallinckrodt.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that Winnebago County, Illinois is hereby authorized to submit a vote of approval of the Mallinckrodt plc Bankruptcy Plan.

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

**Respectfully submitted,**

**FINANCE COMMITTEE**

**AGREE**

\_\_\_\_\_  
Jaime Salgado, Chairman

\_\_\_\_\_  
Steve Schultz

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Keith McDonald

**DISAGREE**

\_\_\_\_\_  
Jaime Salgado, Chairman

\_\_\_\_\_  
Steve Schultz

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Keith McDonald

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

# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
August 26, 2021

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

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE LAID OVER:**

1. Z-06-21 A MAP AMENDMENT TO REZONE +/- 3.54 ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT AND RE, RURAL ESTATE DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) TO THE RR, RURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by MRT@CDS, LLC, Property Owner, represented by James A. Rodriquez, Attorney, for the properties that are commonly known as 8396 Elevator Road, Roscoe, IL 61073 and 11561 Patty Lin Court, Roscoe, IL 61073 in Roscoe Township.

PINS: 04-25-376-006 and 04-25-376-012

C.B. District: 4

Lesa Rating: Low

Consistent W/2030 LRMP – Future Map: YES

**ZBA Recommendation: *APPROVAL (7-0)***

**ZC Recommendation: *TBD***

- 
2. **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, **September 8, 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, **September 22, 2021**, at 5:00 p.m. in Room 303 of the County Administration Building.
-

# **PUBLIC WORKS COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** August 17, 2021

**Resolution Title:** Resolution Authorizing an IGCA between Winnebago County and the Illinois State Toll Highway Authority for the Operation and Maintenance of Emergency Vehicle Pre-emption Equipment at the I-90 Exit Ramp at East Riverside Boulevard

**County Code:** PWC Resolution #21-024

**Board Meeting Date:** August 26, 2021

## Budget Information:

Was item budgeted?	N/A	Appropriation Amount:	\$ N/A
If not, explain funding source:			
ORG/OBJ/Project Code:	N/A	Budget Impact:	Installation and Equipment at no cost to the County

## Background Information:

This agreement is for maintenance and operation of the pre-emption equipment for emergency vehicles on the County owned traffic signals at the West side I-90 ramp/Riverside Boulevard intersection. There is a similar agreement between the Tollway and the City of Loves Park for the East side ramp. There is no cost to the County for the equipment and installation of said equipment. Please note that the request for this equipment was made by the County and other local authorities to serve the Riverside corridor.

## Recommendation:

We recommend approval of this agreement.

## Contract/Agreement:

To be signed after approval by the County Board.

## Legal Review:

By the State Attorney's office

## Follow-Up:

Maintenance of this equipment will be added to the traffic signal maintenance annual contract.

**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 AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN WINNEBAGO COUNTY AND THE  
ILLINOIS STATE TOLL HIGHWAY AUTHORITY FOR THE OPERATION AND  
MAINTENANCE OF EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT AT  
THE I-90 EXIT RAMP AT EAST RIVERSIDE BOULEVARD**

**WHEREAS**, the ILLINOIS TOLLWAY in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY is improving the Jane Addams Memorial Tollway (I-90) from Milepost 2.6 to Milepost 12.5 (sometimes referred to as “Toll Highway”), as contemplated in, but not limited to Construction Contract RR 19-4487 (“PROJECT”); and

**WHEREAS**, the ILLINOIS TOLLWAY, as part of the PROJECT, is performing rehabilitation work at the interchange of I-90 and Riverside Boulevard (Milepost 12.5); and

**WHEREAS**, a new hospital has opened adjacent to the interchange of I-90 and Riverside Boulevard, and improved response and transport time for emergency response vehicles can be maximized by utilizing traffic signal emergency vehicle pre-emption equipment; and

**WHEREAS**, the COUNTY has requested the ILLINOIS TOLLWAY cooperate in the purchase and installation of emergency vehicle pre-emption equipment (“EVP”) on the COUNTY owned traffic signal where the westbound I-90 exit ramp intersects with Riverside Boulevard; and

**WHEREAS**, the ILLINOIS TOLLWAY agrees to cooperate with the COUNTY for the purchase and installation of EVP equipment at no cost to the COUNTY on the COUNTY owned traffic signal where the westbound I-90 exit ramp intersects with Riverside Boulevard, subject to future COUNTY maintenance of the EVP; and

**WHEREAS**, by this instrument, the PARTIES desire to determine and establish the respective responsibilities between the PARTIES for the purchase, installation and maintenance responsibilities for the EVP; and

**WHEREAS**, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, is authorized to enter into this AGREEMENT; and

**WHEREAS**, the COUNTY by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1001, *et seq.*, is authorized to enter into this AGREEMENT; and

**WHEREAS**, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

**WHEREAS** it is in the public interest to enter into the attached Intergovernmental Agreement with the Illinois State Toll Highway Authority to accomplish the purposes and objectives set forth therein.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago an Intergovernmental Agreement with the Illinois State Toll Highway Authority to operate and maintain the EVP equipment on the COUNTY owned traffic signal where the westbound I-90 exit ramp intersects with Riverside Boulevard as per the attached agreement (Exhibit A); and

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

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

  
\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

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

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

  
\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Burt Gerl

  
\_\_\_\_\_  
Dave Kelley, Vice Chairman

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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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
AND  
WINNEBAGO COUNTY**

This INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is entered into upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, ("ILLINOIS TOLLWAY"), WINNEBAGO COUNTY, a body corporate and politic of the State of Illinois, ("COUNTY"), individually referred to as "PARTY", and collectively referred to as "PARTIES".

**RECITALS:**

WHEREAS, the ILLINOIS TOLLWAY in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY is improving the Jane Addams Memorial Tollway (I-90) from Milepost 2.6 to Milepost 12.5 (sometimes referred to as "Toll Highway"), as contemplated in, but not limited to Construction Contract RR 19-4487 ("PROJECT");

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is performing rehabilitation work at the interchange of I-90 and Riverside Boulevard (Milepost 12.5);

WHEREAS, a new hospital has opened adjacent to the interchange of I-90 and Riverside Boulevard, and improved response and transport time for emergency response vehicles can be maximized by utilizing traffic signal emergency vehicle pre-emption equipment;

WHEREAS, the COUNTY has requested the ILLINOIS TOLLWAY cooperate in the purchase and installation of emergency vehicle pre-emption equipment ("EVP") on the COUNTY owned traffic signal where the westbound I-90 exit ramp intersects with Riverside Boulevard;

WHEREAS, the ILLINOIS TOLLWAY agrees to cooperate with the COUNTY for the purchase and installation of EVP equipment on the COUNTY owned traffic signal where the westbound I-90 exit ramp intersects with Riverside Boulevard, subject to future COUNTY maintenance of the EVP;

WHEREAS, by this instrument, the PARTIES desire to determine and establish the respective responsibilities between the PARTIES for the purchase, installation and maintenance responsibilities for the EVP;

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, is authorized to enter into this AGREEMENT;

WHEREAS, the COUNTY by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1001, *et seq.*, is authorized to enter into this AGREEMENT;

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT and the EVP installation.
- B. The COUNTY shall review the plans and specifications which impact COUNTY facilities. If the ILLINOIS TOLLWAY does not receive comments or objections from the COUNTY within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the COUNTY shall mean the COUNTY agrees with all specifications in the plans which impacts the COUNTY's maintained facilities.

## **II. RIGHT OF WAY**

It is mutually agreed by both PARTIES that the acquisition of right of way (both permanent and temporary) is not necessary for the construction of the PROJECT, or installation of the EVP. Therefore, it is understood by the PARTIES that there will be no conveyance or exchange of any property interests or jurisdictional transfers pursuant to this AGREEMENT.

## **III. UTILITY RELOCATION**

The COUNTY agrees to provide to the ILLINOIS TOLLWAY, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within the COUNTY property which require adjustment or relocation as part of the installation of the EVP.

## **IV. CONSTRUCTION**

- A. At no cost to the COUNTY, the ILLINOIS TOLLWAY shall purchase and install the EVP on the COUNTY owned traffic signal where the westbound I-90 exit ramp intersects with Riverside Boulevard.

- B.** The ILLINOIS TOLLWAY shall give notice to the COUNTY upon completion of the EVP installation to schedule an inspection. The ILLINOIS TOLLWAY's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the COUNTY's representative(s) shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS TOLLWAY. Deficiencies thus identified shall be subject to joint re-inspection upon completion of the corrective work. The COUNTY shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.
- C.** The COUNTY agrees to protect, indemnify and save the ILLINOIS TOLLWAY, its directors, officers, employees, contractors, agents and representatives harmless from and against any and all injury or damage to the ILLINOIS TOLLWAY or its property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by the fault of the COUNTY, its agents, employees, representatives or subcontractors. The COUNTY further agrees to fully indemnify the ILLINOIS TOLLWAY, its directors, officers, employees, contractors, agents and representatives from and against any and all costs of defending any such claim or demand to the end that the ILLINOIS TOLLWAY is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of the ILLINOIS TOLLWAY. In situations involving the negligence of the ILLINOIS TOLLWAY or its employees, the PARTIES' respective liability shall be as defined by the law of the State of Illinois.
- D.** Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section IX of this AGREEMENT.

## **V. FINANCIAL**

The ILLINOIS TOLLWAY agrees to purchase and install EVP on the COUNTY owned traffic signal where the westbound I-90 exit ramp intersects with Riverside Boulevard at no cost to the COUNTY.

## **VI. MAINTENANCE - DEFINITIONS**

- A.** The term "local" means the COUNTY.

- B.** The term "local road" refers to any highway, road, street, or pathway that intersects ILLINOIS TOLLWAY right-of-way under the jurisdiction of the COUNTY.
- C.** As used, the terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the repair, removal or replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE – RESPONSIBILITIES. Maintenance includes but is not limited to:
1. "Signal maintenance" refers to all aspects of repair, removal or replacement, timing, and operation of traffic signals, including signal loops, signal supports or bases, interconnects to Ramp Queue Detection Warning Systems and power.
  2. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES, to the motoring public, or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.
  3. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one party to another concerning a matter covered by this AGREEMENT, for which the party transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
  4. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
  5. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

## **VII. MAINTENANCE - RESPONSIBILITIES**

- A.** The Intergovernmental Agreement between the PARTIES, including the City of Loves Park, fully executed September 28, 2007 ("Exhibit B") identifying maintenance responsibilities of each PARTY for the I-90/Riverside Boulevard interchange shall remain in full force and effect.
- B.** The ILLINOIS TOLLWAY agrees to maintain I-90 within the limits of this PROJECT in its entirety.
- C.** The COUNTY shall maintain the EVP, installed as part of the PROJECT, where the westbound I-90 exit ramp intersects with Riverside Boulevard.

## **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A.** During construction, the COUNTY shall continue to maintain all portions of the PROJECT within the COUNTY's right of way that are not to be improved or maintained by the ILLINOIS TOLLWAY's construction contractor(s) pursuant to the PROJECT's approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by their construction contractor(s).
- B.** All items of construction which are stipulated in this AGREEMENT to be maintained by the COUNTY shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the COUNTY, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

## **IX. GENERAL PROVISIONS**

- A.** It is understood and agreed by the PARTIES that the ILLINOIS TOLLWAY shall have jurisdiction of I-90 within the limits of this PROJECT. The COUNTY shall retain jurisdiction of the traffic signal where the westbound I-90 exit ramp intersects with River Boulevard.
- B.** Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- C.** In a timely manner following execution of this AGREEMENT each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT.

Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- D.** In the event of a dispute between the either or both of the OTHER PARTIES and the ILLINOIS TOLLWAY regarding the plans and specifications for the PROJECT, the construction of the PROJECT and/or in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the designated representative(s) of the OTHER PARTIES shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the same as it relates to any issues involving the ILLINOIS TOLLWAY right-of-way or the maintenance responsibilities of the ILLINOIS TOLLWAY hereunder, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- E.** This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- F.** This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES.
- G.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.
- H.** The failure by the ILLINOIS TOLLWAY or the COUNTY to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the COUNTY unless such provision is waived in writing.
- I.** It is agreed that the laws of the State of Illinois, except for conflict of law principles, shall apply to this AGREEMENT and in the event of litigation, venue and jurisdiction shall lie in the Circuit Court of Du Page County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern District.
- J.** All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the TOLLWAY:	The Illinois Toll Highway Authority 2700 Ogden Avenue Downers Grove, Illinois, 60515 Attn: Chief Engineering Officer paulkovacs@getipass.com
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To the COUNTY:

Winnebago County Highway Department  
424 North Springfield Avenue  
Rockford, Illinois, 61101-5097  
Attn: County Engineer  
cmolina@wincoil.us

- K.** The PARTIES shall maintain books and records relating to the performance of this AGREEMENT. Books and records, including information stored in databases or other computer systems, shall be maintained by the PARTIES for a period of five (5) years from the later of the date of final payment under this AGREEMENT or completion of the work performed under this AGREEMENT. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Executive Inspector General, the Illinois Tollway Inspector General, State of Illinois internal auditors, the COUNTY's auditor, the ILLINOIS TOLLWAY's auditor or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. 30 ILCS 500/20-65.
- L.** The COUNTY also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Illinois Tollway Inspector General ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The COUNTY will fully cooperate in any OIG audit investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT and disclosing and making available all personnel involved in or connected with, or having knowledge of, the performance of this AGREEMENT.
- M.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

IN WITNESS THEREOF, the parties have executed this AGREEMENT on the dates indicated.

**WINNEBAGO COUNTY**

By: \_\_\_\_\_  
Joseph V. Chiarelli  
Chairman, Winnebago County Board

Attest: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name

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

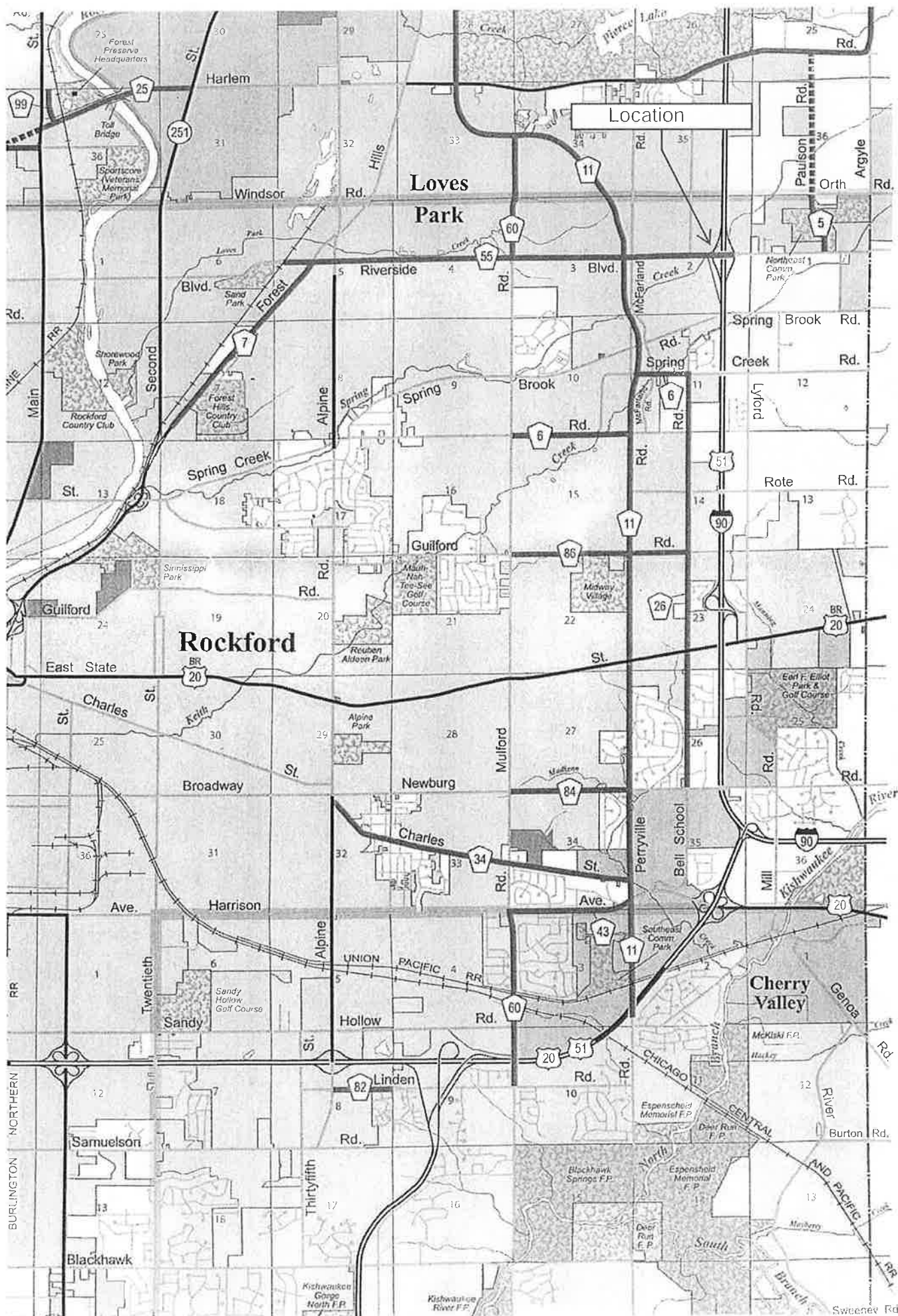
**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

By: \_\_\_\_\_  
José R. Alvarez  
Executive Director

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

Approved as to Form and Constitutionality

\_\_\_\_\_  
Lisa M. Conforti, Assistant Attorney General



T.44N.

T.43N.

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2,060,000

2,050,000

2,040,000

2,030,000

2,020,000

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42°17'30"

42°15'00"

42°12'30"

6

7

8



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** August 17, 2021

**Resolution Title:** Resolution Authorizing an Intergovernmental Agreement between Winnebago County and Rockford Township for Phase 1 and II Design Engineering Services for the Widening and Repair of Guilford Road Culvert over Keith Creek (Section 21-07000-00-BR)

**County Code:** PWC Resolution #21-025

**Board Meeting Date:** August 26, 2021

**Budget Information:**

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

**Background Information:**

This is for a Rockford Township project. Per the Illinois Department of Transportation (IDOT) requirement, funds from the Township Bridge Program (TBP) must be administered by the County. There is no cost to the County.

**Recommendation:**

Approval of this agreement will allow the County to move forward with this township project and be reimbursed for design engineering services.

**Contract/Agreement:**

To be signed after approval by the County Board.

**Legal Review:**

By the State Attorney's office

**Follow-Up:**

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

**20-CR-XXX**

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

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN WINNEBAGO COUNTY AND ROCKFORD TOWNSHIP FOR  
PHASE I AND II DESIGN ENGINEERING SERVICES FOR THE  
WIDENING AND REPAIR OF GUILFORD ROAD CULVERT OVER KEITH CREEK  
(SECTION 21-07000-00-BR)**

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

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

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

**WHEREAS** Rockford Township has jurisdiction of portions of Guilford Road between Alpine and Mulford Roads; and

**WHEREAS** Rockford Township is desirous to widen and repair the culvert known as SN 101-5088, currently posted for legal loads only, and located on Guilford Road over Keith Creek; and

**WHEREAS** Township construction contracts that utilize Township Bridge Program (TBP) funds must, by state statute, be administered by the County; and

**WHEREAS** 80% of the project is funded by Township Bridge funds while the 20% local share shall be borne in its entirety by the Township; and

**WHEREAS** this agreement is for Phase I and II design engineering services and that a separate agreement for construction and construction engineering will be executed at a later date; and

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

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago an Intergovernmental Agreement with Rockford Township for the engineering to widen and repair the culvert known as SN 101-5088 located on Guilford Road over Keith Creek in substantially the form attached hereto; and

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

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

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

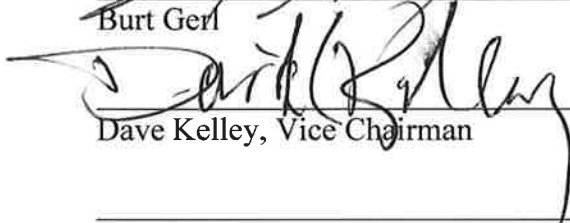
Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

  
\_\_\_\_\_  
Dave Tassoni, Chairman

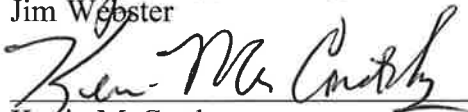
  
\_\_\_\_\_  
Angela Fellars

  
\_\_\_\_\_  
Burt Gerl

  
\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Jas Bilich

  
\_\_\_\_\_  
Jim Webster

  
\_\_\_\_\_  
Kevin McCarthy

DISAGREE

\_\_\_\_\_  
Dave Tassoni, Chairman

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

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Jas Bilich

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
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

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE  
COUNTY OF WINNEBAGO AND ROCKFORD TOWNSHIP FOR  
PHASE I AND II DESIGN ENGINEERING COSTS FOR THE  
WIDENING AND REPAIR OF THE GUILFORD ROAD CULVERT OVER  
KEITH CREEK (SECTION 21-07000-00-BR)**

The County of Winnebago, Illinois, hereinafter referred to as "COUNTY", and Rockford Township, Illinois hereinafter referred to as "TOWNSHIP", for the consideration hereinafter set forth hereby agree as follows:

**I. PURPOSE AND OBJECTIVES:**

The purpose of this agreement is to provide for Phase I and II engineering work for the widening and repair of a culvert located on Guilford Road over Keith Creek (SN 101-5088) between Alpine and Mulford Roads under Section 21-07000-00-BR.

**II. BACKGROUND**

- A. The Guilford Road Culvert over Keith Creek between Alpine and Mulford Roads, currently posted for legal loads only, has deteriorated ends and is too narrow; and
- B. The widening and repair of Guilford Road Culvert would be funded by 80% Township Bridge and 20% Rockford Township.

**III. TERMS OF AGREEMENT**

A. The COUNTY agrees:

- 1. To award a contract for Phase I and II engineering work for the widening of the Guilford Road Culvert and to administer the contract including paying the engineering consultant; and
- 2. To use Township Bridge funds to pay up to 80% of the Phase I and II engineering cost for the Guilford Road Culvert which is estimated at \$44,442.40; and
- 3. To invoice the TOWNSHIP for their 20% share of the costs of Phase I and II design engineering services, not paid for with Township Bridge funds, which is estimated at \$11,110.60.

B. The TOWNSHIP agrees:

- 1. To reimburse the COUNTY within 60 days of receipt of invoice for the local match for the Phase I and II design engineering services, for the culvert described in Article I: and

2. To reimburse the COUNTY within 60 days of receipt of invoice for any under-funded costs in the event that there is a shortfall of Township Bridge funds for Phase I and II design engineering services for the culvert described in Article I with the understanding that if future Township Bridge funds are available the Township will be reimbursed for the shortfall with those future funds to the extent allowed by IDOT.

IV. **EFFECTIVE DATE OF AGREEMENT** The Agreement shall commence on the date of execution by all parties hereto.

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

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

COUNTY OF WINNEBAGO, ILLINOIS

BY: \_\_\_\_\_  
Joseph Chiarelli, Chairman  
of the County Board of the  
County of Winnebago, IL.

DATE: \_\_\_\_\_

ATTEST:

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

ROCKFORD TOWNSHIP, ILLINOIS

BY: \_\_\_\_\_  
Daniel P. Conness,  
Commissioner of the  
Rockford Township Road  
District, Rockford, IL

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of  
Rockford Township Road District,  
Rockford, IL





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** August 17, 2021

**Resolution Title:** Resolution Authorizing the Execution of a Local Public Agency Engineering Services Agreement with Willett Hofmann & Associates Inc. for Phase I and II Design Services for the Widening and Repair of Guilford Road Culvert over Keith Creek (Section 21-07000-00-BR)

**County Code:** PWC Resolution #21-026

**Board Meeting Date:** August 26, 2021

## Budget Information:

Was item budgeted?	N/A	Appropriation Amount:	\$ N/A
If not, explain funding source:			
ORG/OBJ/Project Code:		Budget Impact: No cost to the County	

## Background Information:

This resolution in combination with resolution #21-025 allows the County to enter into an agreement for structural engineering services for the widening and repair of this culvert on Guilford Road over Keith Creek which is currently posted for legal loads only. 80% of the \$55,553 cost is from the Township Bridge Program, which the County administers for the townships per State's requirement, and 20% is from Rockford Township funds.

## Recommendation:

Approval is recommended to proceed with this Rockford Township project using township bridge funds.

## Contract/Agreement:

Agreement to be signed after approval by the County Board.

## Legal Review:

By the State Attorney's office

## Follow-Up:

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

**20-CR-XXX**

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A  
LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH  
WILLETT HOFMANN & ASSOCIATES INC. FOR  
PHASE I AND II DESIGN SERVICES FOR THE  
WIDENING AND REPAIR OF GUILFORD ROAD CULVERT OVER KEITH CREEK  
(SECTION 21-07000-00-BR)**

**WHEREAS** Rockford Township has jurisdiction of a portion of Guilford Road between Alpine and Mulford Roads; and

**WHEREAS** Rockford Township is desirous to widen and repair the culvert know as SN 101-5088, located on Guilford Road over Keith Creek, which is currently posted for legal loads only; and

**WHEREAS** Township construction contracts that utilize Township Bridge Program (TBP) funds must, by state statute, be administered by the County; and

**WHEREAS** 80% of the project is funded by Township Bridge funds while the 20% local share shall be borne in its entirety by the Township; and

**WHEREAS** Willett Hofmann & Associates Inc., has agreed to perform and assist County staff to complete the Phase I and Phase II work for this project and to provide structural engineering services for a not to exceed fee of \$55,553.00 as set forth in the attached Agreement; and

**WHEREAS** it would be in the public interest to enter into the attached Local Public Agency Engineering Services Agreement for Phase I and II design services for the widening and repairs of the Guilford Road Culvert over Keith Creek.

**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 Engineering with Willett Hofmann & Associates Inc., for a not to exceed fee of \$55,553.00, in substantially the form attached hereto; and

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

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

  
\_\_\_\_\_  
Dave Tassoni, Chairman

\_\_\_\_\_  
Dave Tassoni, Chairman

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

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

  
\_\_\_\_\_  
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



## Local Public Agency Engineering Services Agreement



Using Federal Funds? ☐ Yes ☒ No Agreement For  Agreement Type

### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Winnebago County Highway Department	Winnebago		
Project Number	Contact Name	Phone Number	Email
	Carlos Molina, PE	(815) 319-4000	cmolina@wincoil.us

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Guilford Road	FAU 5053	.11 mi	101-5088
Location Termini			Add Location
Station 17+00 to Station 23+00			Remove Location

Project Description  
Engineering work required for reinforced concrete box culvert extensions.

Engineering Funding ☐ MFT/TBP ☐ State ☒ Other   
Anticipated Construction Funding ☐ Federal ☒ MFT/TBP ☐ State ☐ Other

### AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

### CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Willett, Hofmann & Associates, Inc.	Brian K. Converse	(815) 284-3381	bconverse@willetthofmann.com
Address	City	State	Zip Code
809 E. 2nd Street	Dixon	IL	61021

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514 )
- ☒ EXHIBIT F - Subconsultant Proposal - TSC
- ☒ EXHIBIT G - Location Map
- ☐ \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee:      Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = ( 0.33 + R ) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

#### AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Willett, Hofmann & Associates, Inc.	36-2600957	\$49,253.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Testing Service Corporation	35-0937582	\$6,300.00
Subconsultant Total		\$6,300.00
Prime Consultant Total		\$49,253.00
Total for all work		\$55,553.00
Add Subconsultant		

#### AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type		Name of Local Public Agency	
Attest:	The <input type="text" value="County"/>	of	<input type="text" value="Winnebago County Highway Department"/>
By	<input type="text"/>	Date	<input type="text"/>
<input type="text"/>		<input type="text"/>	
Name of Local Public Agency	Local Public Agency Type	Title	
<input type="text" value="Winnebago County Highway"/>	<input type="text" value="County"/>	<input type="text"/>	
		Clerk	

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Willett, Hofmann & Associates, Inc.

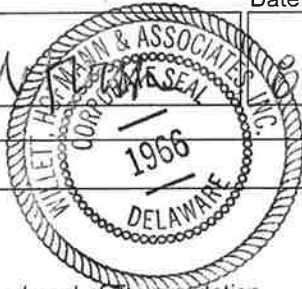
By

Date

*Thomas Willett* 8/2/21

Title

Secretary



By

Date

*Brian K. Connor* 8/2/2021

Title

President & General Manager

APPROVED:

Regional Engineer, Department of Transportation

Date

--	--

Local Public Agency

County

Section Number

Winnebago County Highway Department

Winnebago

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Administration & Project Management  
Compilation & Evaluation of Data  
Bench Loop & H/V Controls  
Route and Topo Survey  
Hydraulic Survey  
Hydrologic & Hydraulic Calculations  
Download & Tin Model Cleanup  
Permits (Environmental and Army Corps)  
Preliminary Br. Design & Hydraulic Report  
Plan & Profile Sheet  
Cross Section Sheets  
Erosion Control Plan  
Summary of Quantities Sheet  
Traffic Control Plan  
Cover Sheet  
Structure Design  
Culvert Extension Plan and Details  
Specifications  
Quantities & Checking  
QA/QC  
Soil Borings  
Courthouse Research  
Title Work

Local Public Agency

County

Section Number

Winnebago County Highway Department

Winnebago

**EXHIBIT B  
PROJECT SCHEDULE**

Project to begin 9/1/2021 and ready for June 2022 letting or sooner pending permit approval.

Local Public Agency

County

Section Number

Winnebago County Highway Department

Winnebago

**Exhibit C**  
**Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input checked="" type="checkbox"/> Title Work	Actual Cost	1	\$1,000.00	\$1,000.00
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$1,000.00

Local Public Agency

County

Section Number

Winnebago County Highway Department

Winnebago

**Exhibit D**

**Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)



EXHIBIT E  
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET  
FIXED RAISE

**Local Public Agency**

Winnebago County Highway Department

**County**

Winnebago

**Section Number****Consultant (Firm) Name**

Willett, Hofmann & Associates, Inc.

**Prepared By**

Brian K. Converse, PE, SE

**Date**

7/26/2021

**PAYROLL ESCALATION TABLE**

CONTRACT TERM **10**  
START DATE **9/1/2021**  
RAISE DATE **4/1/2022**

MONTHS

OVERHEAD RATE **168.61%**  
COMPLEXITY FACTOR **0**  
% OF RAISE **2.00%**

END DATE **6/30/2022**

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	9/1/2021	4/1/2022	7	70.00%
1	4/2/2022	7/1/2022	3	30.60%

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The total escalation = 0.60%

BLR 05514 (Rev. 03/12/21)  
Payroll Escalation

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Winnebago County Highway D	Winnebago	

**MAXIMUM PAYROLL RATE** 78.00  
**ESCALATION FACTOR** 0.60%

## PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
President & General Manager	\$77.45	\$77.91
Principal Engineering Manager	\$59.36	\$59.72
Engineering Manager	\$61.57	\$61.94
Civil Engineer IV	\$42.39	\$42.64
Civil Engineer III	\$37.87	\$38.10
Civil Engineering Intern II	\$33.36	\$33.56
Civil Engineering Intern I	\$30.27	\$30.45
Engineering Intern	\$15.50	\$15.59
Principal Architectural Manager	\$55.39	\$55.72
Architect IV	\$42.81	\$43.07
Architect III	\$43.51	\$43.77
Architectural Intern II	\$37.84	\$38.07
Architectural Intern I	\$31.88	\$32.07
Principal PLS Manager	\$48.39	\$48.68
Prof. Land Surveyor Manager	\$48.33	\$48.62
Prof. Land Surveyor IV	\$37.60	\$37.83
Prof. Land Surveyor III	\$30.62	\$30.80
Prof. Land Surveyor (SIT) II	\$29.83	\$30.01
Prof. Land Surveyor (SIT) I	\$27.69	\$27.86
Technician IV	\$32.23	\$32.42
Technician III	\$26.68	\$26.84
Technician II	\$21.37	\$21.50
Technician I	\$21.83	\$21.96
Survey Worker Foreman	\$28.90	\$29.07
Survey Worker	\$27.36	\$27.52
Administrative Assistant	\$21.51	\$21.64

Winnebago County Highway Department

Winnebago
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## Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

Winnebago County Highway Department

Winnebago

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## Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

COMPLEXITY FACTOR

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
		-	-		-		-	
Administration & Project Management	2	124	209		41		374	0.67%
Compilation & Evaluation of Data	2	95	161		32		288	0.52%
Bench Loop & H/V Controls	5	162	273		53		488	0.88%
Route and Topo Survey	21	615	1,036		203		1,854	3.34%
Hydraulic Survey	20	566	954		187		1,707	3.07%
Hydrologic & Hydraulic Calculations	28	1,044	1,761		345		3,150	5.67%
Download & Tin Model Cleanup	5	119	200		39		358	0.64%
Permits	50	1,636	2,759		540		4,935	8.88%
Preliminary Br. Design & Hydraulic Report	34	1,131	1,906		373		3,410	6.14%
Roadway & Drainage Design	84	2,878	4,853		950		8,681	15.63%
Structure Design	164	5,294	8,927		1,747		15,968	28.74%
Specifications	26	1,038	1,751		343		3,132	5.64%
Quantities & Checking	18	686	1,156		226		2,068	3.72%
QA/QC	4	217	366		72		655	1.18%
Soil Borings	2	54	91		18	6,300	6,463	11.63%
Courthouse Research	6	130	219		43		392	0.71%
Title Work		-	-	1,000	-		1,000	1.80%
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
Subconsultant DL					630		630	1.13%
TOTALS	471	15,789	26,622	1,000	5,842	6,300	55,553	100.00%

BLR 05514 (Rev. 03/12/21)  
Cost Estimate Worksheet

Local Public Agency

Winnebago County Highway Department

County

Winnebago

Section Number

## AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES						Administration & Project Management			Compilation & Evaluation of Data			Bench Loop & H/V Controls			Route and Topo Survey		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	77.91	0.0																	
Principal Engineering Manager	59.72	18.0	3.82%	2.28															
Engineering Manager	61.94	5.0	1.06%	0.66				2	100.00%	61.94	1	50.00%	30.97						
Civil Engineer IV	42.64	18.0	3.82%	1.63															
Civil Engineer III	38.10	6.0	1.27%	0.49															
Civil Engineering Intern II	33.56	203.0	43.10%	14.46							1	50.00%	16.78						
Civil Engineering Intern I	30.45	0.0																	
Engineering Intern	15.59	0.0																	
Principal Architectural Manager	55.72	0.0																	
Architect IV	43.07	0.0																	
Architect III	43.77	0.0																	
Architectural Intern II	38.07	0.0																	
Architectural Intern I	32.07	0.0																	
Principal PLS Manager	48.68	4.0	0.85%	0.41										1	20.00%	9.74	1	4.76%	2.32
Prof. Land Surveyor Manager	48.62	0.0																	
Prof. Land Surveyor IV	37.83	0.0																	
Prof. Land Surveyor III	30.80	1.0	0.21%	0.07															
Prof. Land Surveyor (SIT) II	30.01	0.0																	
Prof. Land Surveyor (SIT) I	27.86	0.0																	
Technician IV	32.42	100.0	21.23%	6.88															
Technician III	26.84	62.0	13.16%	3.53															
Technician II	21.50	0.0																	
Technician I	21.96	4.0	0.85%	0.19															
Survey Worker Foreman	29.07	22.0	4.67%	1.36										2	40.00%	11.63	10	47.62%	13.84
Survey Worker	27.52	22.0	4.67%	1.29										2	40.00%	11.01	10	47.62%	13.11
Administrative Assistant	21.64	6.0	1.27%	0.28															
		0.0																	
<b>TOTALS</b>		471.0	100%	\$33.52	0.0	0.00%	\$0.00	2.0	100%	\$61.94	2.0	100%	\$47.75	5.0	100%	\$32.38	21.0	100%	\$29.27

Local Public Agency

Winnebago County Highway Department

County

Winnebago

Section Number

## AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Hydraulic Survey			Hydrologic & Hydraulic Calculations			Download & Tin Model Cleanup			Permits			Preliminary Br. Design & Hydraulic Report			Roadway & Drainage Design		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
President & General Manager	77.91																		
Principal Engineering Manager	59.72				4	14.29%	8.53				2	4.00%	2.39	2	5.88%	3.51	4	4.76%	2.84
Engineering Manager	61.94																		
Civil Engineer IV	42.64																		
Civil Engineer III	38.10																		
Civil Engineering Intern II	33.56				24	85.71%	28.77				24	48.00%	16.11	16	47.06%	15.79	40	47.62%	15.98
Civil Engineering Intern I	30.45																		
Engineering Intern	15.59																		
Principal Architectural Manager	55.72																		
Architect IV	43.07																		
Architect III	43.77																		
Architectural Intern II	38.07																		
Architectural Intern I	32.07																		
Principal PLS Manager	48.68																		
Prof. Land Surveyor Manager	48.62																		
Prof. Land Surveyor IV	37.83																		
Prof. Land Surveyor III	30.80							1	20.00%	6.16									
Prof. Land Surveyor (SIT) II	30.01																		
Prof. Land Surveyor (SIT) I	27.86																		
Technician IV	32.42										12	24.00%	7.78	8	23.53%	7.63	40	47.62%	15.44
Technician III	26.84										12	24.00%	6.44	8	23.53%	6.32			
Technician II	21.50																		
Technician I	21.96							4	80.00%	17.57									
Survey Worker Foreman	29.07	10	50.00%	14.54															
Survey Worker	27.52	10	50.00%	13.76															
Administrative Assistant	21.64																		
TOTALS		20.0	100%	\$28.30	28.0	100%	\$37.30	5.0	100%	\$23.73	50.0	100%	\$32.72	34.0	100%	\$33.25	84.0	100%	\$34.26

Local Public Agency  
Winnebago County Highway Department

County  
Winnebago

Section Number

**AVERAGE HOURLY PROJECT RATES**  
Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Structure Design			Specifications			Quantities & Checking			QA/QC			Soil Borings			Courthouse Research		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	77.91																		
Principal Engineering Manager	59.72	4	2.44%	1.46							2	50.00%	29.86						
Engineering Manager	61.94				2	7.69%	4.76												
Civil Engineer IV	42.64				12	46.15%	19.68	6	33.33%	14.21									
Civil Engineer III	38.10							6	33.33%	12.70									
Civil Engineering Intern II	33.56	80	48.78%	16.37	12	46.15%	15.49	6	33.33%	11.19									
Civil Engineering Intern I	30.45																		
Engineering Intern	15.59																		
Principal Architectural Manager	55.72																		
Architect IV	43.07																		
Architect III	43.77																		
Architectural Intern II	38.07																		
Architectural Intern I	32.07																		
Principal PLS Manager	48.68										2	50.00%	24.34						
Prof. Land Surveyor Manager	48.62																		
Prof. Land Surveyor IV	37.83																		
Prof. Land Surveyor III	30.80																		
Prof. Land Surveyor (SIT) II	30.01																		
Prof. Land Surveyor (SIT) I	27.86																		
Technician IV	32.42	40	24.39%	7.91															
Technician III	26.84	40	24.39%	6.55										2	100.00%	26.84			
Technician II	21.50																		
Technician I	21.96																		
Survey Worker Foreman	29.07																		
Survey Worker	27.52																		
Administrative Assistant	21.64																6	100.00%	21.64
<b>TOTALS</b>		164.0	100%	\$32.28	26.0	100%	\$39.94	18.0	100%	\$38.10	4.0	100%	\$54.20	2.0	100%	\$26.84	6.0	100%	\$21.64

EXHIBIT F



TESTING SERVICE CORPORATION

*Local Office:*

2235 23<sup>rd</sup> Avenue, Rockford, IL 61104-7334  
815.394.2562 • Fax 815.394.2566

July 30, 2021

Mr. Brian Converse, P.E., S.E.  
Willett, Hofmann & Associates, Inc.  
809 East Second Street  
Dixon, Illinois 61021

RE: P.N. 67,394 - Revised  
Geotechnical Exploration  
Proposed Guilford Road Culvert Extension  
Guilford Road over Keith Creek  
Winnebago County  
Rockford, Illinois

Dear Mr. Converse:

Testing Service Corporation (TSC) is pleased to submit this revised proposal to provide Geotechnical Exploration Services for the captioned project. Our proposal responds to an email Request For Proposal (RFP) dated July 19, 2021 from Mr. Brian Converse, P.E., S.E., of Willett, Hofmann & Associates, Inc. (WHA). The objectives of the Geotechnical Exploration are to explore soil conditions for the proposed culvert extension to take place in Winnebago County, Illinois. This proposal includes Prevailing Wage for drilling and sampling.

**Project Description:**

Per your email, dated July 19, 2021, we understand that the project will consist of the extension of the existing culvert where Guilford Road crosses over Keith Creek, between Williamsburg Road and Roxbury Road in Winnebago County, Illinois. Mauh-Nah-Tee-See Golf Course is located on the south side of Guilford Road at the location of the culvert.

**Boring Program:**

Per your request, it is understood that one (1) soil boring will be performed at one of the existing wingwall locations. The boring will be extended to a depth of 70 feet below streambed elevation, or until drilling refusal is encountered in very dense or hard material, whichever comes first. Rock will be cored a length of 5 to 10 feet in the boring if it is encountered in the upper 10 feet below streambed elevation. A total of up to 70 lineal feet of drilling and sampling is proposed.

This proposal assumes that the boring location is accessible to conventional drilling equipment. This proposal does not include provision for tree/brush or other obstruction removal to access bore hole locations should access be impeded. If the boring can be located within the Right-of-Way (ROW) of Guilford Road in the grass area on the south side of the road adjacent to the creek, or in a drive area off the road on the north side, then traffic control is not anticipated. However, we will need to know the limits of the ROW of Guilford Road in the project area, and the boring location may be dependent on the locations of buried utilities in the area. If it is necessary to drill the boring in the Guilford Road pavement area then traffic control involving a lane closure with flaggers during our field work will be required/necessary in order to drill the boring. You indicated during our phone conversation on July 30, 2021 that if traffic control services involving a lane closure with flaggers is necessary/required during our

field work then these traffic control services will be provided by the Winnebago County Highway Department.

Utility clearance for the borings to be made will be obtained by TSC beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and the customary agencies. The utility clearance work outlined herein does not include secondary and private underground utilities that may be present. Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary. TSC will utilize personnel trained in layout procedures to locate the borings in the field. The ground surface reference elevation will be determined at the boring.

Soil samples will be obtained by split-spoon or thin-walled tube methods. Sampling will be performed at 2½ foot intervals for the first 30 feet, and normally not exceed 5 foot intervals below this level. Representative portions of samples will be sealed, packaged and transported to our laboratory. Bedrock, if encountered within 10 feet of the streambed, will be cored using NX methods a minimum length of 5 to 10 feet. Groundwater observations will also be made during drilling.

#### **Laboratory Testing:**

Soil samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations, as well as measurements of unconfined compressive strength, by direct or indirect methods, as appropriate. RQD will be performed upon any rock core sample retained. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

#### **Report of Data Obtained:**

Upon completion of sampling and testing, you will receive an engineering report, including a boring location plan and computer generated boring log(s). The results of lab tests will also be presented on the log(s). You have requested that we provide recommendations regarding the necessity of a thickened subbase layer under the culvert slab extension. It is understood that no further analysis or recommendations are required of TSC.

#### **Fees and Scope:**

To provide the Geotechnical Exploration outlined above, TSC is proposing a budget amount of Six Thousand Three Hundred Dollars (\$6,300.00). This budget is based on the understanding that: the boring location is accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; traffic control will not be required during our field work or if traffic control will be required for a lane closure during our field work then it is understood that the Winnebago County Highway Department can perform the necessary/required traffic control services; the boring will not be located in standing water; and that the work can be performed during standard weekday business hours. Our fee is further subject to this proposal being accepted by you on or before October 31, 2021.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice will be based on the unit rates given. Please note that our quoted fee does not include plan review, excavation, fill, earthwork, footing or foundation observations during construction phases of the project. The project budget should include provision for these services. Consultation, preconstruction meetings or other professional services subsequent to delivery of TSC's report are additional services that will be covered by separate invoice.

TSC's geotechnical investigation will not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Should an environmental investigation be desired by you, please contact the undersigned for a separate proposal.

The Illinois Department of Labor (IDOL) has taken the position that Core Drilling/Soil Testing and Pavement Coring are covered activities under the Illinois Prevailing Wage Act (IPWA). This project, along with all other government funded transportation and infrastructure related projects is now under the guidelines of IPWA enforcement. The unit prices provided in the attached fee schedule are meant to comply with the IPWA, and therefore should be in agreement with the position taken by the IDOL.

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required; however, they do not include any license, permits or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

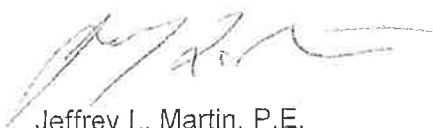
Mr. Brian Converse, P.E., S.E.  
Willett, Hofmann and Associates  
809 East Second Street  
Dixon, Illinois 61021  
Tel: 815.284.3381  
e-mail: [bconverse@willetthofmann.com](mailto:bconverse@willetthofmann.com)

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Rockford, Illinois office. When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION



Jeffrey L. Martin, P.E.  
Rockford Branch Manager

Proposed Guilford Road Culvert Extension - Rockford, Illinois  
P.N. 67,394R - July 30, 2021

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JLM/rb

Enc: Cost Estimate  
General Conditions  
Project Data Sheet

Approved and accepted for Willett, Hofmann & Associates, Inc. by:

Brian K. Conner

(NAME)

President & General Manager

(TITLE)

8/2/2021

(DATE)

**COST ESTIMATE**  
*Geotechnical Exploration*  
*Proposed Guilford Road Culvert Extension*  
*Guilford Road over Keith Creek*  
*Winnebago County, Illinois*  
*TSC P.N. 67,394 - Revised*

ITEM		UNITS	QTY	RATE	COST
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Layout Personnel to Mark/Coordinate Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Lump Sum	1.0	280.00	\$ 280.00
1.2	Permits, Bonds and Other Direct Charges	Cost + 10%	1.0	40.00	\$ 40.00
1.3	Utility Locator to Mark Private Underground Lines	Lump Sum		850.00	\$ 0.00
<b>DRILLING AND SAMPLING</b>					
	DRILL RIG WITH 2-MAN CREW				
2.1	Rig and Crew, Per Day (0 to 10 hour days)	Day	1.0	4,320.00	\$ 4,320.00
2.2	Standby time - Drill Rig and Crew	Hour		400.00	\$ 0.00
2.3	Per Diem Expenses, 2-Man Crew	Each		190.00	\$ 0.00
2.4	Bentonite Backfill	Foot		4.00	\$ 0.00
2.5	Set Up to Core Bedrock	Lump Sum	1.0	200.00	\$ 200.00
2.6	Bit Charge, per inch of rock coring	Inch	60.0	1.00	\$ 60.00
<b>TRAFFIC CONTROL</b>					
3.1	Provide 2 flagmen with traffic control signs (Outside Vendor - estimated cost plus 15%)	Day		3,800.00	\$ 0.00
3.2	Flagman (TSC employee for one (1) 10-hour day)	Per Person		1,350.00	\$ 0.00
3.3	Provide non-electric traffic control signs and cones by TSC	Day		140.00	\$ 0.00
<b>LABORATORY TESTING</b>					
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	20.0	4.00	\$ 80.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	16.0	8.00	\$ 128.00
4.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	6.0	16.00	\$ 96.00

Proposed Guilford Road Culvert Extension - Rockford, Illinois  
P.N. 67.394R - July 30, 2021

4.4	Dry Unit Weight Determination	Each	3.0	8.00	\$ 24.00
4.5	Geologist or Engineer to perform RQD on core run	Per Run	1.0	50.00	\$ 50.00
ITEM		UNITS	QTY	RATE	COST
<b>ENGINEERING SERVICES</b>					
5.1	Coordinate Project, Prepare Letter with Boring Log(s) and Location Plan	Lump Sum	1.0	850.00	\$ 850.00
5.2	Geotechnical Engineer to Provide Recommendations, Perform Special Calculations or Run Slope Stability Analyses	Hour		120.00	\$ 0.00
5.3	Senior Engineer to Consult or Attend Project Meetings	Hour		160.00	\$ 0.00
	ESTIMATED TOTAL:				\$ 6,128.00
	RECOMMENDED TOTAL:				\$ 6,300.00



## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS

## Geotechnical and Construction Services

**1. PARTIES AND SCOPE OF WORK:** If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**3. ACCESS TO SITE:** TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

**5. DISCOVERY OF POLLUTANTS:** TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

**6. MONITORING:** If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

**7. DOCUMENTS AND SAMPLES:** Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

**8. TERMINATION:** TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

**9. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**10. WARRANTY:** TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**11. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**12. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**13. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

## PROJECT DATA SHEET



### TESTING SERVICE CORPORATION

General Information: \_\_\_\_\_

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

Project Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Site Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Send Invoice to: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

IMPORTANT NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completed by: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Distribute Reports as Follows:

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

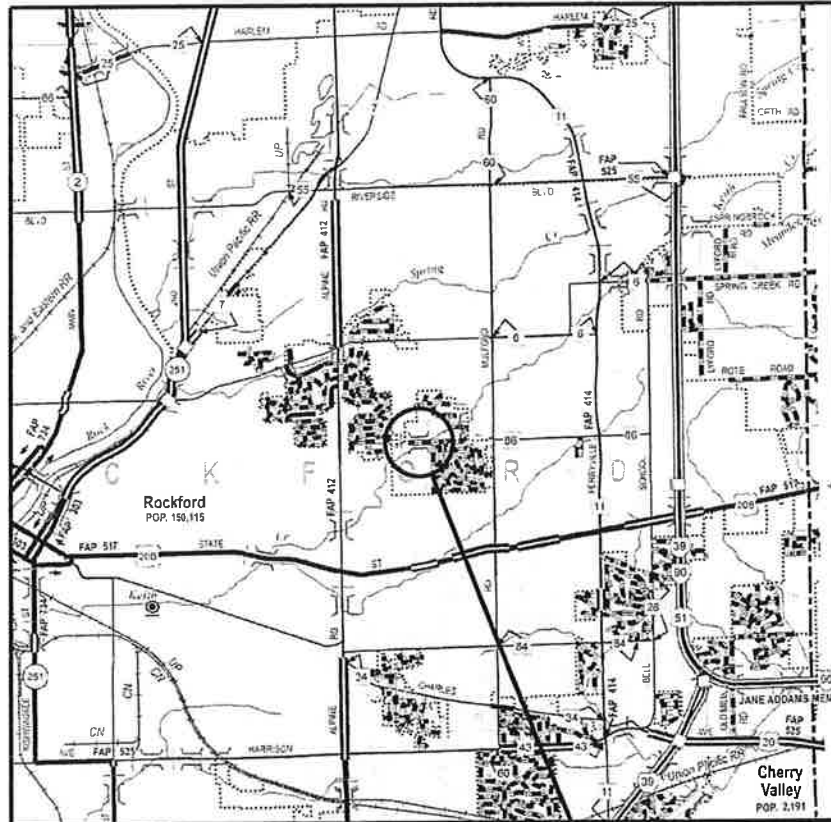
Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

EXHIBIT G

## LOCATION MAP

RANGE 2 EAST OF 3RD P.M.

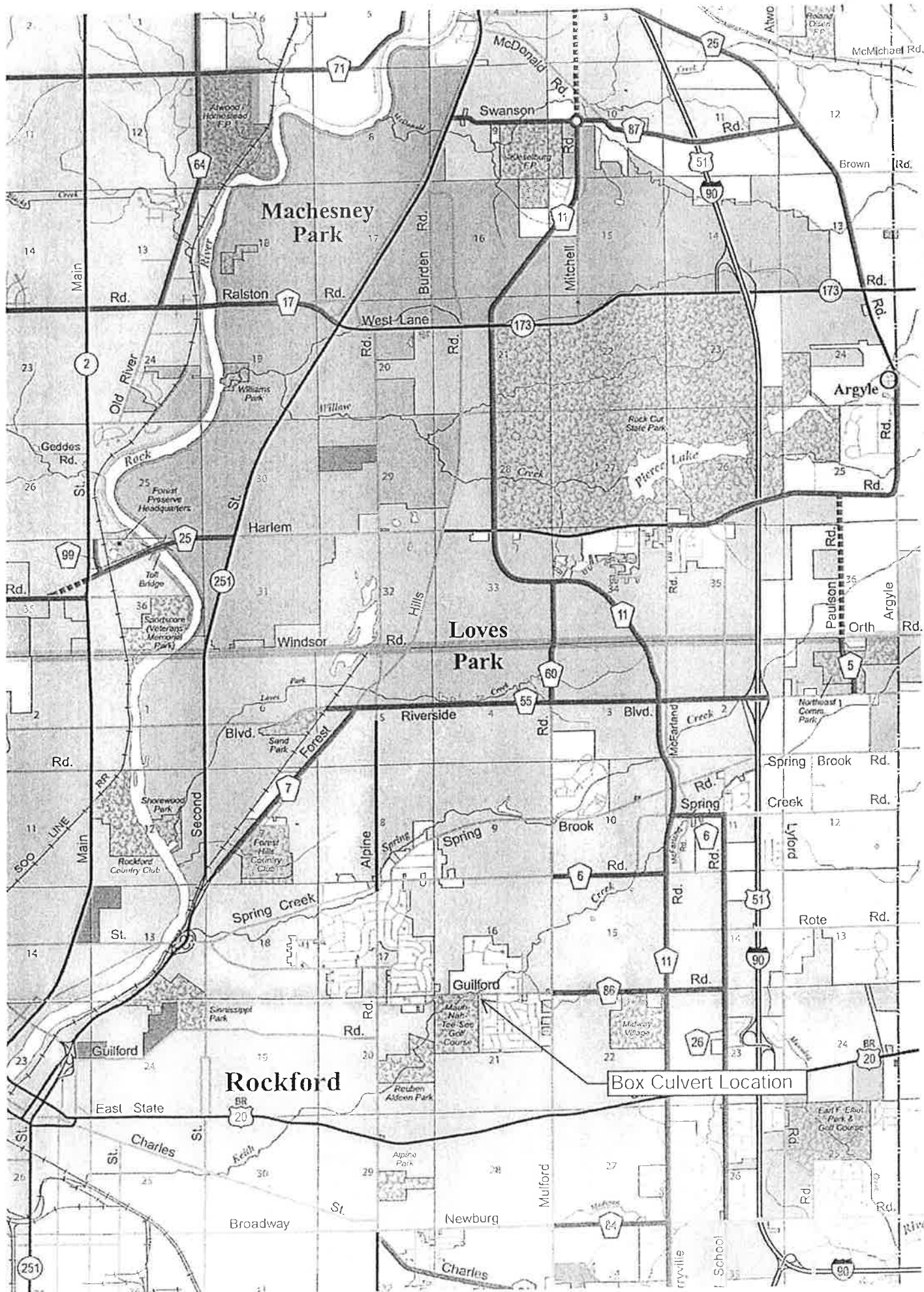


TOWNSHIP 44 NORTH

CULVERT LOCATION

GUILFORD ROAD (F.A.U. 5053) OVER KEITH CREEK  
ROCKFORD TOWNSHIP  
STRUCTURE NO. 101-5088

WINNEBAGO COUNTY  
ILLINOIS



T.45N.

7 490 000

2 070 000

2 060 000

T.44N.

2 040 000



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** August 17, 2021

**Resolution Title:** Resolution Authorizing the Award of Bid for Latham Road Widening from Meridian Road to Owen Center Road (Section 21-00683-00-PW)

**County Code:** PWC Resolution #21-027

**Board Meeting Date:** August 26, 2021

## Budget Information:

<b>Was item budgeted?</b> yes	<b>Appropriation Amount:</b> \$ 504,784.75
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 461-46330	<b>Budget Impact:</b> \$ 504,784.75

## Background Information:

This project includes pipe culverts and widening the existing road with a bituminous base in anticipation of a resurfacing project next year.

## Recommendation:

We recommend award to the low bidder. Prices are within our estimates.

## Contract/Agreement:

To be signed after County Board approval.

## Legal Review:

By the State Attorney's office

## Follow-Up:

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

**20-CR-XXX**

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

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR  
LATHAM ROAD WIDENING FROM  
MERIDIAN ROAD TO OWEN CENTER ROAD  
(SECTION: 21-00683-00-PW)**

**WHEREAS**, the County of Winnebago is planning to widen and resurface Latham Road between Meridian Road and Owen Center Road; and

**WHEREAS**, before any resurfacing work can be done Latham Road between Meridian Road and Owen Center Road needs to be widened this fall for resurfacing in the spring; and

**WHEREAS**, in connection with said project, three bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on August 10, 2021 for Section 21-00683-00-PW with the low bid being from **Curran Contracting Company in the amount of \$504,784.75**; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder Curran Contracting Company in the amount of \$504,784.75.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on August 10, 2021 for Section 21-00683-00-PW from Curran Contracting Company in the amount of \$504,784.75 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Curran Contracting Company for the above noted work; and

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

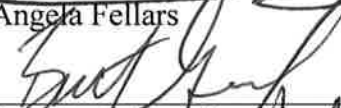
AGREE



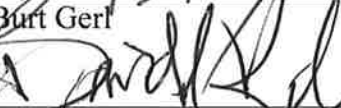
Dave Tassoni, Chairman



Angela Fellars



Burt Gerl



Dave Kelley, Vice Chairman

Jas Bilich



Jim Webster



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Burt Gerl

Dave Kelley, Vice Chairman

Jas Bilich

Jim Webster

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

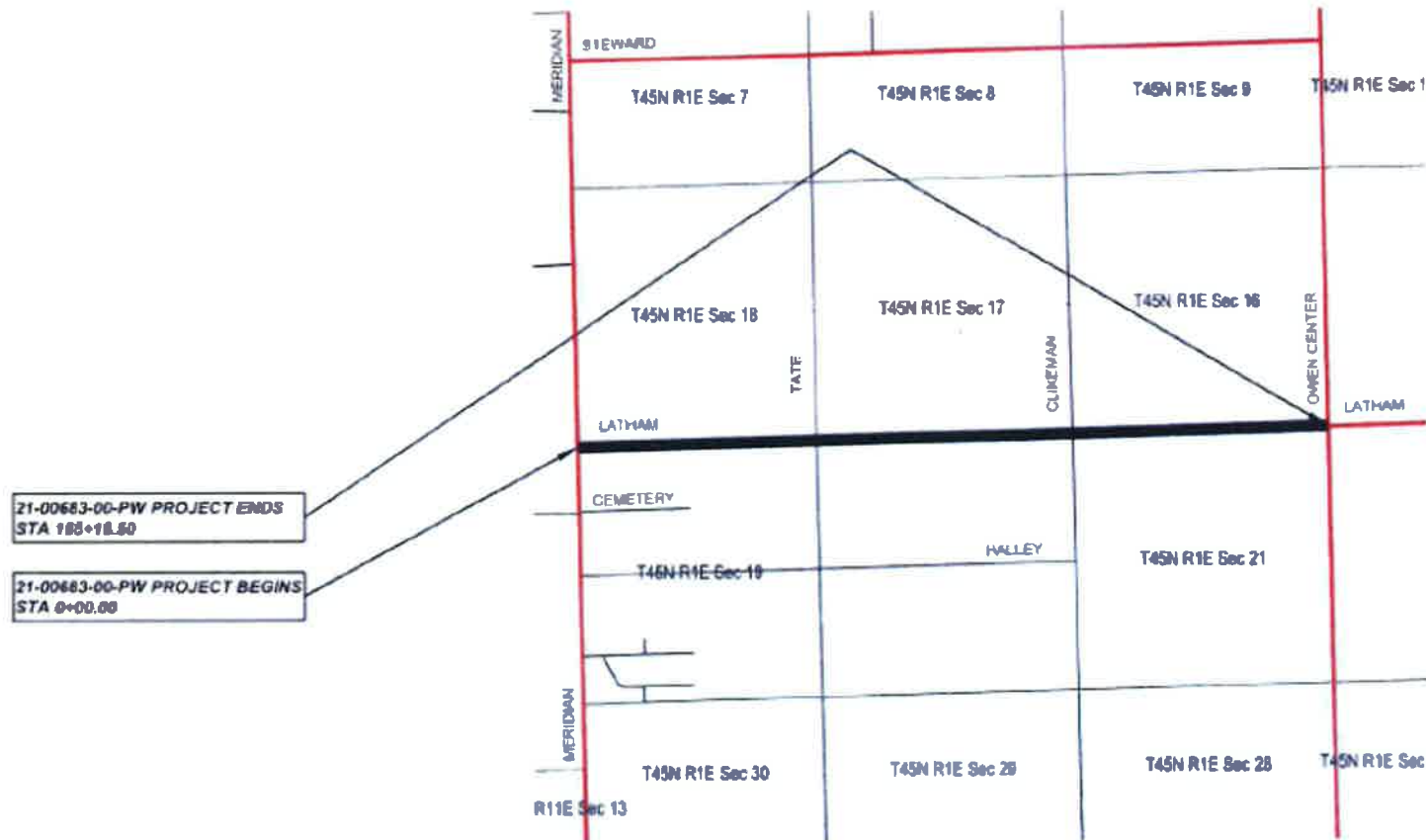


### Tabulation of Bids

Local Public Agency:	COUNTY	Date:	8/10/2021
County:	WINNEBAGO	Time:	10:01AM
Section:	21-00683-00-PV	Appropriation:	County Highway
Estimate:	Not Published		

[illegible]

# LATHAM ROAD PAVEMENT WIDENING



21-00683-00-PW PROJECT ENDS  
STA 188+18.50

21-00683-00-PW PROJECT BEGINS  
STA 0+00.00

LATHAM ROAD OMISSION FOR TYPE A GUTTER:  $315 + 485 + 480 + 75 = 1,355 \text{ FT} = 0.26 \text{ MILES}$  (SEE PLANS FOR LOCATIONS)

LATHAM ROAD:  $15,515.50 \text{ FT} = 2.94 \text{ MILES}$

NET PROJECT LENGTH:  $14,158.50 \text{ FT} = 2.68 \text{ MILES}$

ADT: 2,789 (2017) 12% TRUCKS  
FUNCTIONAL CLASSIFICATION: MAJOR COLLECTOR  
DESIGN SPEED: 55 MPH  
DESIGN POLICY: 3R



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** August 17, 2021

**Resolution Title:** An Ordinance Establishing a Speed Zone on Baxter Road from IL-39/US-51 Eastside Ramp to S. Mulford Road

**County Code:** PWC Resolution #21-028

**Board Meeting Date:** August 26, 2021

## Budget Information:

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

## Background Information:

Baxter Road between I-39 and S. Mulford Road has been widened to 3 lanes to allow for development along this corridor. This development has and will continue to increase traffic with a substantial amount of semi-trucks entering and exiting the various parcels in the corridor.

## Recommendation:

To lower the posted speed from 55 mph to 45 mph for safety.

## Contract/Agreement:

N/A

## Legal Review:

By the State Attorney's office

## Follow-Up:

The proper 45 mph signs will be posted for eastbound and westbound traffic after approval from County Board.

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

**21-OR**

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

**AN ORDINANCE ESTABLISHING A SPEED ZONE ON  
BAXTER ROAD FROM IL-39/US-51 EASTSIDE RAMP TO S. MULFORD ROAD**

**WHEREAS**, Section 11-604 of the Illinois Vehicle Code, 625 ILCS 5/11-604, authorizes the County Board to determine and declare by ordinance a reasonable and safe absolute maximum speed limit on county highways and township roads when it determines that the otherwise applicable maximum speed limit is greater or less than is reasonable and safe with respect to the conditions found to exist at any place or along any part of the highway or street; and

**WHEREAS**, a 1.2 mile section of Baxter Road from IL-39/US-51 eastside ramp to S. Mulford Road, under the Winnebago County jurisdiction, is currently posted at 55 miles per hour (MPH); and

**WHEREAS**, the Winnebago County Highway Department has determined by engineering study based on the "Guidelines for establishing speed limits on County and Township Highways" that the reasonable and safe absolute maximum speed for that portion of said road is 45 MPH;

**NOW, THEREFORE, BE IT ORDAINED** by the County Board of the County of Winnebago, Illinois that the maximum speed limit on Baxter Road from IL-39/US-51 eastside ramp to S. Mulford Road is under the County Jurisdiction, shall be 45 MPH;

**BE IT FURTHER ORDAINED**, that the Winnebago County Engineer are directed to erect appropriate signs giving notice of the speed limit at the proper locations.

**BE IT FURTHER ORDAINED**, that this Ordinance is effective immediately upon its adoption, but the altered speed limits as determined and declared herein shall not become effective until the appropriate signs giving notice of the speed limits are erected.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby directed to prepare and deliver three certified copies of this Ordinance to the Winnebago County Engineer.

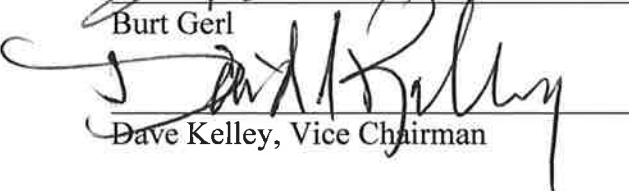
Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

  
\_\_\_\_\_  
Dave Tassoni, Chairman

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

  
\_\_\_\_\_  
Burt Gerl

  
\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Jas Bilich

  
\_\_\_\_\_  
Jim Webster

  
\_\_\_\_\_  
Kevin McCarthy

DISAGREE

\_\_\_\_\_  
Dave Tassoni, Chairman

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

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Jas Bilich

\_\_\_\_\_  
Jim Webster

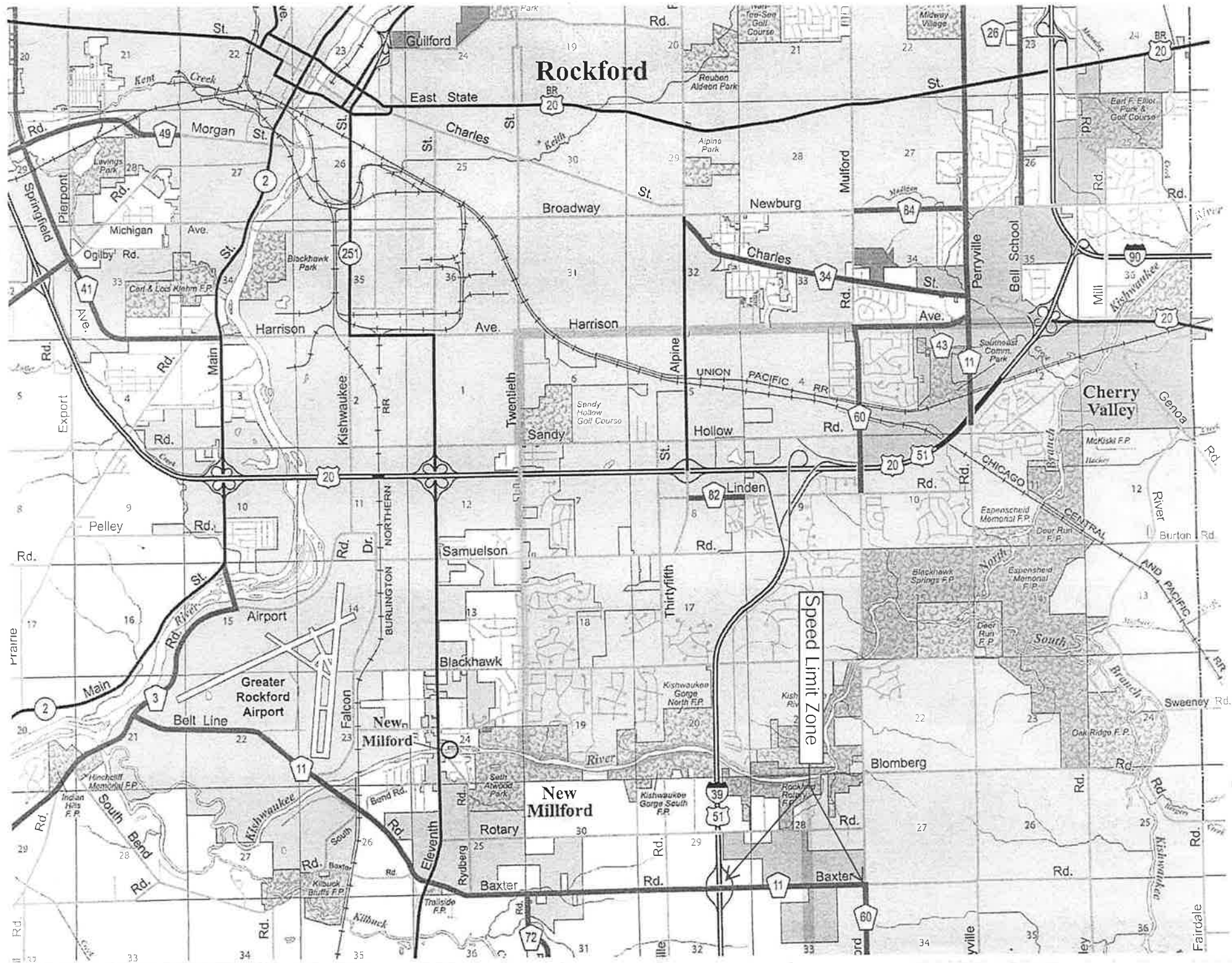
\_\_\_\_\_  
Kevin McCarthy

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



T 44

T 43N

Boone



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** August 17, 2021

**Resolution Title:** Resolution Authorizing the Supplemental Appropriation of MFT Funds for the Maintenance of County Highways (Section 21-00000-00-GM)

**County Code:** PWC Resolution #21-029

**Board Meeting Date:** August 26, 2021

## Budget Information:

<b>Was item budgeted?</b> yes	<b>Appropriation Amount:</b> \$ 220,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 463-46330	<b>Budget Impact:</b> \$ 220,000

## Background Information:

This resolution allows the use of Motor Fuel Tax Funds (MFT) for two maintenance patching projects (concrete and asphalt). These funds were not included in the March 2021 appropriation but the dollars are included in the FY 2021 budget. Often times, we do supplemental appropriations for maintenance projects as the year goes by.

## Recommendation:

We recommend approval to be able to use MFT funds.

## Contract/Agreement:

N/A

## Legal Review:

By the State Attorney's office

## Follow-Up:

After approval by the County board, appropriation is submitted to IDOT for final approval.

**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 SUPPLEMENTAL APPROPRIATION OF  
MFT FUNDS FOR THE MAINTENANCE OF COUNTY HIGHWAYS  
(SECTION 21-00000-00-GM)**

**WHEREAS**, on March 26, 2021, the County Board of the County of Winnebago appropriated the sum of \$5,234,000.00 in Motor Fuel Tax funds to pay for the maintenance and repair of County Highways on an annual basis; and

**WHEREAS**, several other budgeted maintenance projects were not included in the original MFT maintenance appropriation resolution; and

**WHEREAS**, an additional \$220,000.00 (two hundred twenty thousand) needs to be appropriated from Motor Fuel Tax funds to pay for this improvements to the Winnebago County highway system; and

**WHEREAS**, it is in the public interest to appropriate the needed MFT funds

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the additional sum of \$220,000.00 (two hundred twenty thousand) is hereby appropriated from the Motor Fuel Tax fund to pay for improvements as outlined on the "Supplemental Resolution for Improvement Under the Illinois Highway Code" in substantially the form attached; and

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

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

**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**

  
\_\_\_\_\_  
Dave Tassoni, Chairman

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

  
\_\_\_\_\_  
Burt Gerl

  
\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Jas Bilich

  
\_\_\_\_\_  
Jim Webster

  
\_\_\_\_\_  
Kevin McCarthy

**DISAGREE**

\_\_\_\_\_  
Dave Tassoni, Chairman

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

\_\_\_\_\_  
Burt Gerl

\_\_\_\_\_  
Dave Kelley, Vice Chairman

\_\_\_\_\_  
Jas Bilich

\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
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



# Local Public Agency General Maintenance



## Estimate of Maintenance Costs

Submittal Type **Supplemental**

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
Highway Department	Winnebago	21-00000-00-GM	04/01/21	03/31/22

### Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
21-00000-02-GM	IV	Yes	PCC Pavement Patching @ Various Locations	each	1	\$100,000.00	\$100,000.00	\$100,000.00
21-00000-03-GM	IV	Yes	Asphalt Patching @ Various Locations	each	1	\$120,000.00	\$120,000.00	\$120,000.00
Total Operation Cost								\$220,000.00

### Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total				

### Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance				

### Remarks

02 and 03 are new projects.

### SUBMITTED

Local Public Agency Official \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

County Engineer/Superintendent of Highways \_\_\_\_\_ Date 8/13/2021

### APPROVED

Regional Engineer  
Department of Transportation \_\_\_\_\_ Date \_\_\_\_\_

# **UNFINISHED BUSINESS**



# Resolution Executive Summary

Prepared By: David J. Rickert

Committee: Finance Committee

Committee Date: August 5<sup>th</sup>, 2021

Resolution Title: Ordinance increasing the fee for duplicate copies of tax bills pursuant to the property tax code, 35ILCS 200/20-12

County Code: Chapter 2, Article I, Section 2-13

Board Meeting Date: August 26<sup>th</sup>, 2021

## Budget Information:

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

Background Information: The County Treasurer is recommending increasing the fee for duplicate copies of tax bills as provided under the Tax Code from \$1.00 to \$3.00 in order to cover costs associated with reproduction of the tax bills.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: The State's Attorney's Office has reviewed and prepared the ordinance

Follow-Up: Not Applicable

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

2021 CO \_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

**ORDINANCE INCREASING THE FEE FOR DUPLICATE COPIES OF TAX BILLS  
PURSUANT TO THE PROPERTY TAX CODE, 35 ILCS 200/20-12**

WHEREAS, the County Board of the County of Winnebago, Illinois, desires to adopt a new ordinance related to the fee for duplicate copies of tax bills under the Property Tax Code, 35 ILCS 200/20-12 (“Tax Code”); and

WHEREAS, the Tax Code provides as follows: “The collector, upon approval by the county board, shall assess a fee of up to \$5 for each duplicate tax bill provided to any mortgage lender as defined in Section 1-90 who is not the property owner of record. All amounts collected under this Section shall be deposited into the Tax Sale Automation Fund established in Section 21-245 of this Code”; and

WHEREAS, the County Treasurer is recommending increasing the fee for duplicate copies of tax bills as provided under the Tax Code from \$1.00 to \$3.00 in order to cover more of the costs associated with re-production of the tax bills.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article I, Section 2-13 of the Winnebago County Code of Ordinances shall read as follows:

The county treasurer is hereby authorized to assess a fee of \$3.00 for each duplicate tax bill provided to any mortgage lender as defined in section 1-90 of the Property Tax Code (35 ILCS 200/1-90), who is not the property owner of record. All amounts collected under this section shall be deposited into the Tax Sale Automation Fund established in section 21-245 of the Property Tax Code (35 ILCS 200/21-245).

State law reference- Authorized, 35 ILCS 200/20-12.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board shall provide a certified copy of this Ordinance upon its adoption to the County Administrator and the County Treasurer.

Respectfully submitted,

**FINANCE COMMITTEE**

**AGREE**

\_\_\_\_\_  
Jaime Salgado, Chairman

\_\_\_\_\_  
Steve Schultz

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Keith McDonald

**DISAGREE**

\_\_\_\_\_  
Jaime Salgado, Chairman

\_\_\_\_\_  
Steve Schultz

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Keith McDonald

The above and foregoing Ordinance 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

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

2021 CR \_\_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

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**RESOLUTION ADOPTING CRITERIA FOR THE OPERATION OF THE COUNTY'S  
DELINQUENT TAX PROGRAM**

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**WHEREAS**, on October 24, 2019, the Winnebago County Board adopted Resolution 2019 CR 127, authorizing the execution of a contract between the County of Winnebago, Illinois (County) and Region 1 Planning Council (R1PC) for R1PC to act as the County's Agent in the operation of a Delinquent Tax Program; and

**WHEREAS**, pursuant to the contract, R1PC is responsible for marketing and selling the property to the highest, responsible buyer; and

**WHEREAS**, after reviewing the current operations of the delinquent tax program, the Operations and Administrative Committee finds it is in the best interests of the citizens and taxing bodies in Winnebago County, Illinois to create additional criteria when evaluating submitted bids on properties under the program; and

**WHEREAS**, the additional criteria will make prospective buyers ineligible for bidding on properties under the program if they are tax delinquent on other properties they own within Winnebago County, Illinois; and

**WHEREAS**, this criteria for the Delinquent Tax Program would further support the two specific goals of the County and taxing districts within Winnebago County, Illinois, which are as follows:

1. To recover delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
2. In the case of property to which the County of Winnebago, as Trustee, ultimately takes a tax deed pursuant to the Property Tax Code, it will aid in the expeditious transfer of ownership and the return of that property to **a responsible property owner** (*emphasis added*).

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board hereby adopts the criteria for the operation of the County's Delinquent Tax Program, in substantially the same form as set forth herein.

**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 directed to prepare and deliver a certified copy of this Resolution to the County Administrator, the County Treasurer, and Eric Setter, Land Bank Coordinator, 127 N. Wyman Street, Suite 100, Rockford, Illinois 61101,

Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
John Butitta, Vice Chairman

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Jaime Salgado

**DISAGREE**

\_\_\_\_\_  
Keith McDonald, Chairman

\_\_\_\_\_  
John Butitta, Vice Chairman

\_\_\_\_\_  
Jean Crosby

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Jaime Salgado

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

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

ATTEST:

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

**NEW BUSINESS**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: August 26, 2021

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

**Background:** The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Braidwood Station, Units 1 and 2 and Byron Station, Unit Nos. 1 and 2 – Proposed Alternative to the Requirements of the American Society of Mechanical Engineers Boiler & Pressure Vessel Code (EPIDS L-2020-LLR-0099 and L-2020-LLR-0100)
  - b. Exelon Generation Company, LLC-Acceptance of License Amendment Request to Adopt TSTF-554 (EPIDL-2021-LLA-0121)
  - c. Byron Station – Integrated Inspection Report 05000454/2021002; 05000455/2021002; and 2021001.
  - d. Federal Register / Vol. 86, No. 151 / Tuesday, August 10, 2021 / Notices
  - e. Withdrawal of Non-Cited Violations 05000454/2011004-02; 05000455/2011004-02; 05000456/2011004-06; 05000457/2011004-06
2. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report as of August, 2021.



# WINNEBAGO COUNTY

— ILLINOIS —

3. County Clerk Gummow received the Monthly Report for July, 2021 from the Winnebago County Recorder's Office.

# **Adjournment**