



WINNEBAGO COUNTY

— ILLINOIS —

REVISED

AGENDA

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

Thursday, June 23, 2022
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. Chairman and Mayor's Youth Leadership Council Service Awards Presentation
 - B. Presentations – Rockford Peaches – 30th Anniversary League of Their Own – Jim Keeling
 - C. Public Hearings – None
 - D. Public Participation
 - E. Proclamations – None
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of May 26, 2022 minutes
 - B. Layover of June 9, 2022 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. Community Action Agency, Compensation: None
 1. Dorothy Redd (Reappointment), Rockford, Illinois, May 1, 2022 to April 30, 2023
9. **Reports of Standing Committees** Chairman Joseph Chiarelli

- A. Finance Committee **Jaime Salgado, Committee Chairman**
 - 1. Committee Report
 - 2. Ordinance to Amend the Budget for Upgrades Needed in the EOC to be Laid Over
 - 3. Ordinance to Amend the Budget for ETSB Telephone and Other Professional Services to be Laid Over
- B. Zoning Committee **Jim Webster, Committee Chairman**
Planning and/or Zoning Requests:
 - 1. Z-02-22 A Map Amendment to rezone +- 11.9 Acres from the CG, General Commercial District to the IL, Light Industrial District for the property that is commonly known as 19XX N. Lyford Road, Rockford, IL 61107 in Rockford Township, District 8, to be laid over
 - 2. SU-04-22 A Special Use Permit for Outdoor Entertainment (to allow Outdoor Musical Events) in the CC, Community Commercial District for the property that is commonly known as 122 S. Jackson Road, Pecatonica, IL 61063 in Seward Township, District 1, to be laid over
 - 3. Committee Report
- C. Economic Development Committee **Fred Wescott, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing the Chairman of the County Board to Execute a Redevelopment Agreement by and Between the County of Winnebago, Illinois and Dolphin 39, LLC
- D. Operations & Administrative Committee **Keith McDonald, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing Acceptance of Credit Cards by the Winnebago County Clerk and Recorder of Deeds Offices
- E. Public Works Committee **Dave Tassoni, Committee Chairman**
 - 1. Committee Report
- F. Public Safety and Judiciary Committee **Burt Gerl, Committee Chairman**
 - 1. Committee Report
- 10. Unfinished BusinessChairman Joseph Chiarelli**
 - Appointments**
 - A. North Park Public Water District, Compensation: \$1,200 annually
 - 1. Josh Aurand (New Appointment to fulfill remainder of term of Karen Biever), Machesney Park, Illinois, April 30, 2021 to May 1, 2026
- 11. New Business.....Chairman Joseph Chiarelli**
(Per County Board rules, passage will require a suspension of Board rules).
- 12. Announcements & Communications Clerk Lori Gummow**
 - A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, July 14, 2022

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

Chairman & Mayors' Youth Leadership Council
2022 Service Award Recipients

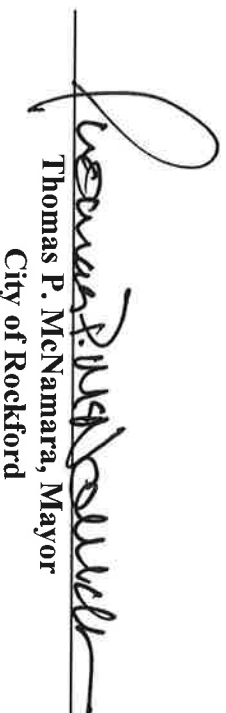
Alex Crowell
Puranjay Gupta
Cecelia Hatfield
Arun Kumar
Nyla Sommer
Sydney Turner
Max Wang
Rebecca Wang



**Chairman & Mayors'
Youth Leadership Council
2022 Service Award**
Presented to
Puranjay Gupta

I, Joseph V. Chiarelli, as Chairman of the Winnebago County Board, and, I Thomas P. McNamara, as Mayor of the City of Rockford, together recognize Puranjay Gupta for taking an active role in their community. This award acknowledges one year of dedicated service as a member of our "Youth Leadership Council." Puranjay Gupta represents the very best values of our community and has served as a great example to other high school students.


Joseph V. Chiarelli, Chairman
Winnebago County Board


Thomas P. McNamara, Mayor
City of Rockford



WINNEBAGO COUNTY
____ ILLINOIS ____



Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
MAY 26, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 26, 2022 at 5:59 p.m.
2. County Board Member McCarthy gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Butitta, Crosby, Fellars, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Redd, Salgado, Schultz, Sweeney, Tassoni, Webster, and Wescott were present.) (Board Members Booker, Gerl, and Nabors were absent.)

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

5. Awards - None

Presentations - None

Public Hearings - None

Public Participation- Lisa Fowler Kobylewski spoke of litter and garbage dumping in the County.

Joan Kelley from Northern Illinois Food Bank spoke of food insecurity in Winnebago County.

Reverend Earl Dotson spoke of west side development.

Proclamations - Board Member McCarthy presented a proclamation in recognition of the "100th Anniversary Rockford Navy Club Ship #1" Accepted by Ship #1 Commander Bob Lamay, Anne Church, Debbie Larson and Dawn Redmond.

Board Member Fellars presented a proclamation in recognition of "Mental Health Awareness Month" Accepted by NAMI President David Gill, NAMI Board Members Sue Schroeder, Eric Brown and Joan Lodge and NAMI Executive Director Danielle Angileri.

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 April 28, 2022 and layover County Board Minutes

of May 12, 2022, seconded by Board Member Wescott. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for May 26, 2022. Board Member Crosby made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Hoffman. Motion was approved a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors 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).**

Chairman Chiarelli read in the reappointment of Charles W. Meyers (as listed below).

A. Win-Bur-Sew Fire Protection District, Compensation: \$1,500 per year

1. Charles W. Meyers, Sr. (Reappointment), Rockford, Illinois, May 1, 2022 to April 30, 2025

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve a Resolution Establishing the Salary for the Winnebago County Sheriff, seconded by Board Member Hoffman. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.)
10. Board Member Salgado read in for the first reading of an Ordinance Amending the Annual Appropriation Ordinance to Account for the Deferred Prosecution Grant to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Fellars. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Fellars. Further discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.)
11. Board Member Salgado read in for the first reading of an Ordinance Amending the Budget for Fund 0501 Copier Lease Buy Out to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Hoffman. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of

all members present. (Board Members Booker, Gerl, and Nabors were absent.) Further discussion by Board Member Salgado.

ZONING COMMITTEE

12. Board Member Webster read in for the first reading of agenda items 1., 2., and 3., (as listed below). Board Member Webster made a motion to suspend the rules on agenda items 1. 2., and 3., seconded by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.)
 1. Board Member Webster moved to approve Z-01-22 A Map Amendment to Rezone +- 55.57 Acres from the AG, Agricultural Priority District and the II, Light Industrial District to the IH, Heavy Industrial District for the properties that are commonly known as 8554, 8630 and 8786 Lindenwood Road, Rockford, IL 61109 in Rockford Township, District 9, seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.)
 2. Board Member Webster moved to approve SU-02-22 A Special Use Permit for Outdoor Recreation (to allow Hunting Grounds with Lodge) in the AG, Agricultural Priority District for the property commonly known as XXXX N. Oliver Road (on west side) where said road and W. Oliver Road terminate in Harrison Township, District 2 (with conditions), seconded by Board Member Sweeney. Planning and Zoning Officer Krup read in the twenty conditions. Discussion by Board Members Redd, Sweeney, Tassoni, and Webster. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.)
 3. Board Member Webster moved to approve SU-03-22 A Special Use Permit for Outdoor Recreation (to allow Hunting Grounds) in the FP, Floodplain Overlay District for the property commonly known as XXXX N. Oliver Road (on west side) where said road and W. Oliver Road terminate in Harrison Township, District 2 (with conditions), seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.)

Board Member Webster announced the next Zoning Board of Appeals meeting is scheduled for June 8, 2022 and the next Zoning Committee meeting will be held on June 22, 2022.

ECONOMIC DEVELOPMENT

13. Board Member Wescott announced there will be an Economic Development meeting next week.

OPERATIONS & ADMINISTRATIVE COMMITTEE

14. Board Member McDonald made a motion to approve a Resolution to Change Hours of the County Clerk's Office on 2022 Election Days, seconded by Board Member Redd. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.)

15. Board Member McDonald made a motion to approve a Resolution Authorizing the County Administrator to Hire a Project Consultant for County Construction Projects, seconded by Board Member Sweeney. Discussion by County Administrator Thompson and Board Member Fellars. Board Members Arena moved to amend the Resolution, seconded by Board Member Schultz. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.) Motion to approve the amended motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.)

PUBLIC WORKS

16. Board Member Tassoni made a motion to approve (22-018) Resolution Authorizing the Award of a bid for 2022 MFT General Maintenance by Roscoe Township (Section 22-11000-002-GM), seconded by Board Member Fellars. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.)
17. Board Member Tassoni made a motion to approve (22-019) Resolution Authorizing the Highway Department to Lease Five Light Duty Vehicles as Part of the Master Lease Agreement with Enterprise FM Trust, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.)
18. Board Member Tassoni made a motion to approve (22-020) Resolution to request Permission from IDOT for Intermittent Closure of IL Route 75 During a Cycling Event on August 7, 2022, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. Discussion by Board Member Tassoni. (Board Members Booker, Gerl, and Nabors were absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

19. Board Member Lindmark made a motion to approve a Resolution Approving Agreements for Deferred Prosecution Program, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.) Board Member Linkmark reported on the Federal inmate income for April.

UNFINISHED BUSINESS

20. Appointment Read in April 14, 2022

Chairman Chiarelli entertained a motion to approve the Appointments (as listed below). Board Member Salgado made a motion to approve the Appointments, seconded Board Member Sweeney. Discussion by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Gerl, and Nabors were absent.)

A. Four Rivers Sanitation Authority, Compensation: \$6,000 per year

1. Elmer Jones (Reappointment), Rockford, Illinois, May 1, 2022 to April 30, 2025
- B. Harlem-Roscoe Fire District Board, Compensation: Not to exceed \$1,500 per year
 1. Bart Munger (Reappointment), Roscoe, Illinois, May 1, 2022 to April 30, 2025
- C. Otter Creek Lake Utility District, Compensation: None
 1. Ronald Waldschmidt (Reappointment), Davis, Illinois, May 1, 2022 to April 30, 2027
- D. North Park Water District, Compensation: \$1,200 per year
 1. Carol Lamb (Reappointment), Rockton, Illinois, May 1, 2022 to April 30, 2027
- E. New Milford Fire Protection District, Compensation: Not to exceed \$1,000 per year
 1. Julie Dodd (Reappointment), Rockford, Illinois, May 1, 2022 to April 30, 2025
- F. Northwest Fire Protection District, Compensation: Not to exceed \$1,000 per year
 1. Gregory Gill, (Reappointment), Machesney Park, Illinois, May 1, 2022 to April 30, 2025
- G. Durand Sanitary District, Compensation: None
 1. David Bliss (Reappointment), Durand, Illinois, May 1, 2022 to April 30, 2025
- H. Board of Review, Compensation: \$27,809.86
 1. Thomas Ewing (Reappointment), Rockford, Illinois, May 1, 2022 to April 30, 2024

NEW BUSINESS

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

Board Member Crosby spoke of unethical behavior, conflicts of interest and drafting an Ethics Ordinance. Discussion by Chairman Chiarelli, Chief of the Civil Bureau Vaughn, and Board Members McDonald, Crosby, Webster, Tassoni, and Arena.

Board Member Redd thanked the Board Members who toured District 18.

Board Member Webster commented on Board Member Crosby's comment.

ANNOUNCEMENTS & COMMUNICATION

22. Chief Deputy Recorder Peppers submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. Chief Deputy Peppers submitted from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station – Integrated Inspection Report 05000454/2022001 and 05000455/2022001.
 - b. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear

Power Station, UNITS 2 AND 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Unit 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; and R.E. Ginna Nuclear Power Plant – Issuance of Amendment to Adopt TSTF-541. REVISION 2, “Add Exceptions to Surveillance Requirements for Valves and Dampers Locked in the Actuated Position” (EPID L-2021-LLA-0169).

- c. Braidwood Station, Byron Station, Clinton Power Station, Dresden Nuclear Power Station, LaSalle County Station, and Quad Cities Nuclear Power Station – Information Request to Support the NRC Annual; Baseline Emergency Action Level and Emergency Plan Changes Inspection.
 - d. Notice of Public Meeting, Thursday, June 2, 2022 5:00 p.m. – 6:00 p.m.
 - e. Information Meeting (Public Webinar) with a Question-and-Answer Session to Discuss NRC 2021 End-of-Cycle Plant Performance Assessment of Braidwood Power Station, Units 1 and 2, and Byron Power Station, Units 1 and 2.
 - f. Federal Register / Vol. 87, No. 95 /Tuesday, May 17, 2022 / Notices.
 - g. Summary of April 4, 2022, Meeting between the U.S. Nuclear Regulatory Commission and Constellation Energy Generation, LLC. Regarding Performance Monitoring of Pressurizer Welds (EPIDS L-RR-0035 AND 0036).
- B. Chief Deputy Recorder Peppers received from Charter Communications the Quarterly Franchise Fee Payment for Town of Rockton, IL.
- C. Chief Deputy Recorder Peppers received from Charter Communications a notice that Shop HQ Health located on Spectrum channels 344 and 596, will be replaced with QVC 3 on Spectrum channels 344 and 596 on the Roscoe, IL channel lineup serving our community. This change will occur on or around 6/1/2022 for the following:
- a. Township of Harlem
 - b. Township of Rockton
 - c. Township of Roscoe

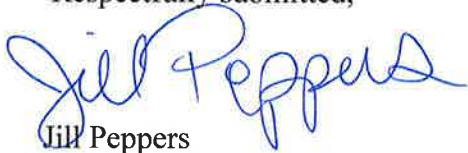
Director of Development Services Dornbush spoke of an updated ARP project for County Board initiatives. Discussion by Board Member Arena.

Board Member McCarthy wished all a safe Memorial Day.

ADJOURNMENT

23. Chairman Chiarelli entertained a motion to adjourn. County Board Member Sweeney moved to adjourn the meeting, seconded by Wescott. Motion was approved by a voice vote. (Board Members Booker, Gerl, and Nabors were absent.) The meeting was adjourned at 7: 08 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jill Peppers". The signature is fluid and cursive, with the first name "Jill" and last name "Peppers" clearly distinguishable.

Jill Peppers
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JUNE 9, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, June 9, 2022 at 6:00 p.m.
2. Chaplain Bundschuh gave the invocation and led the Pledge of Allegiance.

Chairman Chiarelli offered a moment of silence for the five marines who were tragically killed in Southern California during a training exercise, one being the nephew of Board Member McDonald.

3. Agenda Announcements: None
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, Salgado, Schultz, Sweeney, Tassoni, Webster, and Wescott were present.) (Board Members McDonald, Nabors, and Redd were absent.)

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

5. Awards - Chief Judge Lowry thanked William Vedra for his forty years of Service. Chairman Chiarelli presented the Chairman's Service Excellence Award Presented to William Vedra.
Presentations - None
Public Hearings - None
Public Participation- Reverend Earl Dotson Sr. spoke of economic development for west side Rockford.
Brian Mielke from the Winnebago County Corrections Department spoke of pay parity.
Proclamations - "Juneteenth National Freedom Day" Accepted by Dennis Littlejohn
"Festa Italiana Days" Accepted by Mike Maffioli, Fran Nelson, Joy Parlapiano and Jay Villani
"LGBTQ Pride Month" Accepted by Phyllis Gallisath.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Booker made a motion to approve County Board Minutes of May 12, 2022 and layover County Board Minutes of May 26, 2022, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Members McDonald, Nabors, and Redd were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for June 9, 2022. Board Member Wescott made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Salgado. Motion was approved a unanimous vote of all members present. (Board Members McDonald, Nabors, 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 treading of an Ordinance to Amend Budget for Car Pool Fund to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members McDonald, Nabors, and Redd were absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Wescott. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members McDonald, Nabors, and Redd were absent.)

ZONING COMMITTEE

10. No Report.

ECONOMIC DEVELOPMENT

11. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$60,000 from the Revolving Loan Fund to Hemp Center of Northern Illinois, LLC, seconded by Board Member McCarthy. Discussion by Director of Development Services Dornbush and Board Members Goral and Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members McDonald, Nabors, and Redd were absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

12. Board Member Butitta made a motion to approve a Resolution to Amend the Winnebago County Emergency Rental Assistance (WCERA) Policy, seconded by Board Member Fellars. Discussion by Board Member Butitta and Arena. Motion was approved by a voice vote. Board Member Arena abstained. (Board Members McDonald, Nabors, and Redd were absent.)
13. Board Member Butitta made a motion to approve a Resolution Approving RFQ for County Construction Project Consultant, seconded by Board Member Webster. Discussion by Board Members Butitta, Arena, and Webster. Motion was approved by a unanimous vote of all members present. (Board Members McDonald, Nabors, and Redd were absent.)

PUBLIC WORKS

14. Board Member Tassoni made a motion to approve (22-022) a Resolution Authorizing the Execution of Two Inter Governmental Grant Agreements with the State of Illinois Department of Commerce and Economic Opportunity for Intersection Improvements at Guilford and Bell School Roads (Section 20-00676-00-WR), seconded by Board Member Gerl. Discussion by Board Members Tassoni, Schultz, and Webster. Motion was approved by a unanimous vote of all members present. (Board Members McDonald, Nabors, and Redd were absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

15. No Report.

UNFINISHED BUSINESS

16. Appointments

Board Member McCarthy made a motion to approve the Appointment (as listed below), seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. Board Members McDonald, Nabors, and Redd were absent.)

A. Cherry Valley Fire Protection District, Compensation: \$4,500 annually/\$375 per month with certification classes

1. Karl Ericksen (Reappointment), Cherry Valley, Illinois, May 1, 2022 to April 30, 2025

NEW BUSINESS

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

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; and Clinton Power Station, Unit 1 – Issuance of Amendments Nos. 227, 227 229 229, and 245, Respectively, Regarding Adoption of Technical Specifications Task Force Traveler (TSTF) 273, Revision 2, "Safety Function Determination Program Clarifications" (EPID L-2021-LLA-0138)
 - b. Summary of April 11, 2022, Meeting Between the U.S. NRC and Constellation Energy Generation, LLC, Regarding a Future Amendment to Place One High Burnup Lead Test Assembly into the Byron, Unit 2, Reactor (EPID L-2022-LRM-0022)
- B. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the Investment Report as of May 1, 2022.
- C. County Clerk Gummow received from Sue Goral, Winnebago County Treasurer the Monthly Report as of February, 2022 Bank Balances.
- D. County Clerk Gummow received from the Illinois Environmental Protection Agency a Public Notice Renewal of the Federally Enforceable State Operating Permit Curtis Metal Finishing Company in Machesney Park.

County Clerk Gummow announced property taxes are due June 10, 2022 and early voting is going on until June 27, 2022.

Board Member Salgado thanked the Women League of Voters for having the forum on River Bluff.

Board Member Goral spoke of a luncheon with the Women League of Voters.

Board Member Arena spoke of an Ethics Ordinance from a prior Board meeting. Board Member Arena read the Lobbyist Registration Act and proved how his actives are legal and permitted.

Board Member Fellars announced her grandparents have been married for seventy years.

Board Member Webster announced Old Settlers Days in Rockton and a car show in Durand.

ADJOURNMENT

19. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Sweeney. Motion was approved by a voice vote. (Board Members McDonald, Nabors, and Redd were absent.) The meeting was adjourned at 7: 08 p.m.

Respectfully submitted,

Lori Gummow

Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by 6 different organizations for 7 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
30716	1	GIGI'S PLAYHOUSE ROCKFORD	7/1/2022-08/22/2022	\$ 1,800.00
30717	1	AAUW-ROCKFORD AREA BRANCH	06/24/2022-07/19/2022	\$ 4,999.99
30718	1	NORTHERN IL RIFLE & PISTOL CLUB	06/24/2022-11/7/2022	\$ 800.00
30722	1	WHITE EAGLE CLUB OF ROCKFORD	06/25/2022-08/06/2022	\$ 2,000.00

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
30719	1	Ken-Rock Community Center	07/1/2022-06/30/2022	\$ 5,000.00
30720	1	Ken-Rock Community Center	07/22/2022-06/24/2023	\$ 5,000.00
30721	1	SKI BRONCS INC	06/24/2022-06/23/2023	\$ 5,000.00

This concludes my report,

Deputy Clerk

Angela Reina

LORI GUMMOW
Winnebago County Clerk

Date

23-Jun-22

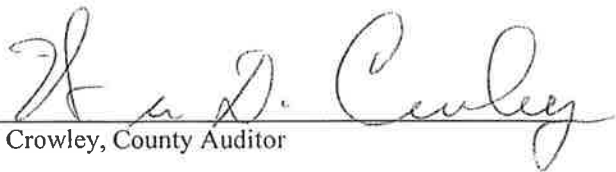
County Board Meeting: 6/23/22
RESOLUTION

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	\$	551,524
101	PUBLIC SAFETY TAX	\$	52,122
103	DOCUMENT STORAGE FUND	\$	14,833
105	VITAL RECORDS FEE FUND	\$	213
106	RECORDERS DOCUMENT FEE FUND	\$	149
107	COURT AUTOMATION FUND	\$	25,957
109	VICTIM IMPACT PANEL FEE	\$	800
111	CHILDREN'S WAITING ROOM FUND	\$	56
114	911 OPERATIONS FUND	\$	189,526
115	PROBATION SERVICE FUND	\$	692
116	HOST FEE FUND	\$	1,250
119	CORONER FEE FUND	\$	75
123	STATE DRUG FORFEITURE ST ATTY	\$	5
129	COUNTY AUTOMATION FUND	\$	11,436
131	DETENTION HOME	\$	17,517
145	FORECLOSURE MEDIATION FUND	\$	250
155	MEMORIAL HALL	\$	14,134
158	CHILD ADVOCACY PROJECT	\$	608
161	COUNTY HIGHWAY	\$	17,967
162	COUNTY BRIDGE FUND	\$	924
164	MOTOR FUEL TAX FUND	\$	1,472
181	VETERANS ASSISTANCE FUND	\$	6,638
185	HEALTH INSURANCE	\$	1,110,766
194	TORT JUDGMENT & LIABILITY	\$	4,351
196	MENTAL HEALTH TAX FUND	\$	124,605
227	2015A DEBT CERTIFICATES	\$	750
254	2020G GO BONDS	\$	750
255	2020B REFUNDING BONDS	\$	750
301	HEALTH GRANTS	\$	167,335
302	SHERIFF'S DEPT GRANTS	\$	71,205
304	PROBATION GRANTS	\$	5,115
309	CIRCUIT COURT GRANT FUND	\$	74,117
312	EMERGENCY RENTAL ASSISTANCE II	\$	310,767
313	AMERICA RESCUE PLAN	\$	792,905
314	CJCC GRANTS FUND	\$	6,030
401	RIVER BLUFF NURSING HOME	\$	424,391
410	ANIMAL SERVICES	\$	12,815
420	555 N COURT OPERATIONS FUND	\$	9,721
430	WATER FUND	\$	1,444
501	INTERNAL SERVICES	\$	1,581
TOTAL THIS REPORT			<u>4,027,545.76</u>

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 23rd day of June 2022 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

Appointments



Executive Summary

Date: April 2022

From: County Board Chairman Joseph V. Chiarelli

Topic: **Community Action Agency**

Community Services Block Grant Program (CSBG): Community Action Agencies across the State provide a variety of CSBG services, including but not limited to, assistance with Rental/Mortgage, Food, Water/Sewer Payment, Employment Training/Placement, Financial Management, and Temporary Shelter. Each agency delivers locally-designed programs and services based on the needs of its community.

Recommendation: County Board Chairman Joseph V. Chiarelli recommends the reappointment of **Dorothy Redd** of Rockford, Illinois, to serve a one-year term from May 1, 2022 - April 30, 2023 on the Community Action Agency Board.

About the Community Action Agency	
Location:	612 N. Church St., Rockford, IL 61104
Service Description:	<p>The Community Action Board functions in an advisory and oversight capacity representing the community it serves.</p> <p>The members assist in the overall planning and setting of priorities, reviewing program strategies and budgets, and ensuring compliance with funding sources.</p> <p>The fifteen-member Board is composed of community representatives from the low income, public officials, and private sectors.</p> <p>www.communityactionboonewinn.org</p>
Board Composition:	The fifteen-member Board is composed of community representatives from the low income, public officials, and private sectors
Origin of Entity:	
Property Tax/Funding:	None
Compensation:	None

Reports of Standing Committees

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: Gary Caruana
Committee: Finance Committee
Committee Date: June 16, 2022
Resolution Title: Ordinance to Amend the Budget for Upgrades Needed in the EOC

County Code: Not Applicable

Board Meeting Date:

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$20,000
If not, explain funding source: REP Grant			
ORG/OBJ/Project Code: 22000 / 43720/ 02011 Budget Impact: \$20,000			

Background Information:

The Sheriff's Department is requesting a budget amendment for upgrades needed in the EOC. The requested amount will cover equipment and installation. The funding is covered from the REP Grant, which the County has already received the dollars.

Recommendation: Staff Concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Not Applicable

2022 Fiscal Year

Finance: June 16, 2022

Lay Over: June 23, 2022

Sponsored by:

Final Vote: July 14, 2022

Jaime Salgado, Finance Committee Chairman

2022 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2021 and recommends its adoption.

ORDINANCE

WHEREAS, The EOC has received a grant from the Illinois Emergency Management Agency for equipment upgrades at the Emergency Operations Center.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2022 at its September 30, 2021 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2022-020 EOC Upgrade**.

•
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(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

ATTESTED BY:

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

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

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 6/9/2022 AMENDMENT NO: 2022-020							
DEPARTMENT: Sheriff's Department SUBMITTED BY: Gary Caruana							
FUND#: 0001 DEPT. BUDGET NO. 22000							
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
22000	42290/02037	Other Departmental Supplies	\$0	\$0	\$0	\$20,000	\$20,000
Revenue							
22000	32120/02037	REP GRANT	\$0			(\$20,000)	
TOTAL ADJUSTMENT:						\$0	
Reason budget amendment is required:							
Budget Amendment is requested for upgrades needed in the EOC. The requested amount will cover equipment and installation. The dollars are funded through the REP Grant, which the County has already received the dollars.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget:							
\$0							
Revenue Source: <u>REP GRANT</u>							



Resolution Executive Summary

Prepared By: ETSB
Committee: Finance Committee
Committee Date: June 16th, 2022
Resolution Title: Ordinance to Amend the Budget for ETSB Telephone and Other Professional Services

County Code: Not Applicable

Board Meeting Date: June 23rd, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$1,750,000
If not, explain funding source: Fund Balance			
ORG/OBJ/Project Code: 41400		Budget Impact: \$1,750,000	

Background Information:

The Winnebago County ETSB is requesting a budget amendment to the 2022 budget in the amount of \$1,700,000 to account #43210 for telephone expenses. Due to the unexpected rise in monthly circuit and telephone line costs, there were insufficient funds allocated for these expenses. The ETSB is currently undergoing an audit of all phone and circuit accounts to reduce future expenditures.

The Winnebago County ETSB is also requesting a budget amendment to the 2022 budget in the amount of \$50,000 to account #43190 for Other Professional Services. Due to the rise in circuit and telephone lines costs, the ETSB has contracted a consulting firm to audit all existing accounts to reduce the monthly expenditures.

Recommendation: Agree (David J. Rickert, CFO)

Legal Review: N/A

Follow-Up: Not Applicable

2022 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance: June 16, 2022
Lay Over: June 23, 2022
Final Vote: July 14, 2022

2022 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2021 and recommends its adoption.

ORDINANCE

WHEREAS, The 911 Center's telephone expenses have gone up due to unexpected rises in monthly circuit and telephone line costs.

WHEREAS, This has lead he ETSB Board to contract with a consulting firm to audit all existing accounts to reduce monthly expenditures.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2022 at its September 30, 2021 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2022-019 ETSB Phones.**

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

ATTESTED BY:

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

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

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 6/16/2022								AMENDMENT NO: 2022-019	
DEPARTMENT: 911 Operations ETSB								SUBMITTED BY: Dave Rickert	
FUND#: 0114								DEPT. BUDGET NO. 41400	
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment		
Expenditures									
41400	43190	Other Professional Services	\$30,000	\$0	\$30,000	\$50,000	\$80,000		
41400	43210	Telephone	\$300,000	\$0	\$300,000	\$1,700,000	\$2,000,000		
Revenue									
		Fund Balance				(\$1,750,000)			
TOTAL ADJUSTMENT:						\$0			
Reason budget amendment is required:									
Due to the unexpected rise in monthly circuit and telephone line costs, there were insufficient funds allocated for these expenses. Also the ETSB is currently undergoing an audit of all phone and circuit accounts to reduce future expenditures.									
Potential alternatives to budget amendment:									
None									
Impact to fiscal year 2022 budget:									
\$1,750,000									
Revenue Source: <u>ETSB Fund Balance</u>									

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
June 23, 2022

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

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. Z-02-22 A MAP AMENDMENT TO REZONE +- 11.9 ACRES FROM THE CG, GENERAL COMMERCIAL DISTRICT TO THE IL, LIGHT INDUSTRIAL DISTRICT, requested by Dyn Rote, LLC, beneficiary of Trust No. SBC0012, represented by Marvin Keys, Attorney, for the property that is commonly known as 19XX N. Lyford Road, Rockford, IL 61107 in Rockford Township.
PIN: Part of 12-13-101-008 C.B. District 8
Les Rating: NA Consistent W/2030 LRMP-Future Map: YES
ZBA Recommendation: *APPROVAL (7-0)*
ZC Recommendation: *APPROVAL (6-0)*

2. SU-04-22 A SPECIAL USE PERMIT FOR OUTDOOR ENTERTAINMENT (TO ALLOW OUTDOOR MUSICAL EVENTS) IN THE CC, COMMUNITY COMMERCIAL DISTRICT, requested by Lisa Alcaraz, Property Owner, for the property that is commonly known as 122 S. Jackson Road, Pecatonica, IL 61063 in Seward Township.
PIN: 13-04-127-001 C.B. District 1
Les Rating: NA Consistent W/2030 LRMP-Future Map: NA
ZBA Recommendation: *APPROVAL W/ZBA CONDITIONS (7-0)*
ZC Recommendation: *APPROVAL W/ZC CONDITIONS (6-0)*

3. **COMMITTEE REPORT (ANNOUNCEMENTS)** - *for informational purposes only; not intended as an official public notice*:
 - Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is *tentatively* scheduled for Wednesday, **August 10, 2022**, at 5:30 p.m. in Room 303 of the County Administration Building.
 - Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for Wednesday, **August 24, 2022**, at 5:30 p.m. in Room 303 of the County Administration Building.

ECONOMIC DEVELOPMENT COMMITTEE

SPONSORED BY: FRED WESCOTT

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2022 CR _____

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO
EXECUTE A REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND
DOLPHIN 39, LLC**

WHEREAS, the Illinois Industrial Jobs Recovery Law (“IJRL”) promotes the development and/or redevelopment of industrial properties by the use of incremental tax revenues derived from the tax levies of various taxing districts in redevelopment project areas for the payment of redevelopment project cost; and

WHEREAS, the anticipated benefits to the taxing districts of an IJRL district are an eventual increase in the assessment base of the taxing districts, the removal of adverse economic conditions, the development of industrial parks, and the development, retention and expansion of employment opportunities for Illinois residents; and

WHEREAS, due to lack of growth and redevelopment, the County of Winnebago, in conjunction with the Village of New Milford and the Village of Cherry Valley, formed an IJRL district in 2011 in the industrial area in and around the Baxter Road interchange on I-39 in Winnebago County; and

WHEREAS, by Intergovernmental Agreement the Villages of New Milford and Cherry Valley granted the County of Winnebago sole authority to negotiate redevelopment agreements with prospective developers in the IJRL district and to set the amount of incentives, if any, given to such developments, up to fifty percent (50%) of increment from each parcel proposed for development; and

WHEREAS, in 2022, Winnebago County negotiated an agreement with Dolphin 39, LLC (“Dolphin 39”) for an incentive of seventy-five percent (75%) of increment over ten (10) years to locate a business to the IJRL District with the Developer of the Property, which is referred to as, “Project Dolphin”; and

WHEREAS, the parties acknowledge that the Village of Cherry Valley also has to approve the incentive of seventy-five percent (75%) for Project Dolphin, which is located within its jurisdiction; and

WHEREAS, the tax increment allocation financing offered by the County of Winnebago was a considerable factor in Dolphin 39 and said business to relocate to the IJRL district; and

WHEREAS, the Economic Development Committee of the County Board for the County of Winnebago, Illinois, has reviewed and recommend approval of the proposed Redevelopment Agreement between the County of Winnebago and Dolphin 39, LLC, attached hereto as **Exhibit A**.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Redevelopment Agreement between the County of Winnebago and Dolphin 39, LLC, which is referred to as, “Project Dolphin”, and in substantially the same form as that set forth in Exhibit A.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the County Clerk, County Administrator, the County Chief Financial Officer, and the Director of Development Services.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

FRED WESCOTT, CHAIRMAN

FRED WESCOTT, CHAIRMAN

DOROTHY REDD, VICE CHAIRWOMAN

DOROTHY REDD, VICE CHAIRWOMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN SWEENEY

JOHN SWEENEY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

ATTESTED BY:

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

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

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Agreement”) is made as of this ____ day of _____, 2022, by and between the County of Winnebago, Illinois, an Illinois body politic, having its principal offices located at 404 Elm Street, Rockford, Illinois (“County”) and Dolphin 39 LLC, an Illinois limited liability company, having its principal offices located at 9500 Bryn Mawr Avenue, Suite 340, Rosemont, Illinois 60018 (“Developer”). All capitalized terms are defined herein or otherwise have such definitions as set forth in the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* as amended (the “Act”).

RECITALS

WHEREAS, the County is a duly organized and existing body politic created under the laws of the State of Illinois, and is now operating under the provisions of the Illinois Counties Code, 55 ILCS 5/1- 1001, *et seq.*, as amended.

WHEREAS, municipalities are authorized under the Act to undertake the redevelopment of “industrial park conservation areas” within or near the municipality, including the approval of redevelopment plans and projects, if the conditions specified in the Act are met, and they are further authorized to implement tax increment allocation financing pursuant to the Act, and to pay the costs of such redevelopment as are permitted under the Act; and

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipalities and other governmental entities to join together in intergovernmental agreements for the purpose of achieving statutory objectives and goals individually and jointly; and

WHEREAS, the Village of New Milford, an Illinois municipal corporation (“New Milford”) and the Village of Cherry Valley, an Illinois municipal corporation (“Cherry Valley”) (collectively referred to as “Municipalities”), in cooperation with the County, have determined that the area in and around the Baxter Road Interchange on I-39 in Winnebago County is appropriate for the formation of an Industrial Park Conservation Area (“IJRL District”) as defined in the Act utilizing Tax Increment Financing to spur private investment and development; and

WHEREAS, it has been determined by the Municipalities that such development is not likely to occur without incentives being made available; and

WHEREAS, it has been determined that the formation of the IJRL District will likely result in the creation of a large number of jobs which will benefit Cherry Valley, New Milford and Winnebago County as a whole; and

WHEREAS, the County, in cooperation with the Municipalities, has determined that it is in the best interests of the County as a whole, including the Municipalities, to redevelop certain real property within the County, (“Redevelopment Project Area”), pursuant to a Redevelopment Plan, as such term is defined in the Act; and

WHEREAS, the Municipalities and the County have found that the Redevelopment Project Area would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan and that the County overall is a labor surplus municipal service area; and

WHEREAS, pursuant to the Act, the Municipalities, by Ordinance adopted by each Village Board, approved a Redevelopment Plan and Project, designated the Redevelopment Project Area specifically designated as the I-39/Baxter Road Redevelopment Project Area, and adopted tax increment allocation financing for the Redevelopment Project; and

WHEREAS, by Intergovernmental Agreement by and between the Municipalities and the County (“Intergovernmental Agreement”), attached hereto as Exhibit A, the County will administer the Special Tax Allocation Fund (“STAF”) created with tax increment allocation financing pursuant to the Act and the County is thereby charged with the responsibility of negotiating with developers who wish to obtain financial assistance in developing the Redevelopment Project Area; and

WHEREAS, the Developer is the fee simple title holder to a parcel of real estate located within the Redevelopment Project Area, and Developer proposes to redevelop said real estate by constructing thereon a one-story industrial/manufacturing facility of approximately 350,000 rentable square feet with related improvements (the “Project”), all as generally depicted on Exhibit B attached hereto and incorporated herein. Said real estate is legally described on Exhibit C attached hereto and incorporated herein (the “Subject Property”); and

WHEREAS, Developer is to do the following in connection with the Project: (i) undertake and pay for the costs of all plans and specifications, professional fees, water connection fees, and Baxter Road access fees, and apply for and receive all required plan review approvals and permits; and (ii) undertake and complete the Project in compliance with the approved plans and permits and all applicable federal, state, County, municipal, village, or administrative laws, ordinances, rules, regulations, codes and orders relating in any way to the development of the Project (collectively, “Laws”); and

WHEREAS, upon substantial completion, the Project will represent an investment on the part of the Developer of not less than \$30,000,000; and

WHEREAS, the County, after due and careful consideration, has concluded that redevelopment of the Property, as provided for in this Agreement, will further the growth of the County, facilitate the redevelopment of the entire Redevelopment Project Area, increase the assessed valuation of real estate situated within the Redevelopment Project Area, increase economic activity within the County as a whole, provide a substantial number of jobs to residents of the County, and otherwise be in the best interest of the County by furthering the health, safety, morals, and welfare of its residents and taxpayers; and

WHEREAS, the County desires to enter into this Agreement with the Developer and agrees, pursuant to the Intergovernmental Agreement, to use tax increment allocation financing to defray certain costs relating to the Project to the extent such costs qualify as Redevelopment Project Costs, as such term is defined in the Act (“Eligible Redevelopment Project Costs”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and Developer agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated into this Agreement by reference. The paragraph and section headings contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content thereof.

SECTION 2. THE PROJECT

2.1 **The Project.** Developer shall begin development of the Project on or before October 1, 2022, and, subject to the terms of Section 2.1 below, will subsequently complete construction of the Project no later than March 30, 2024, in accordance with final plans and specifications of the Project as well as issued permits and all applicable Laws. The Project will include a parking lot for cars and semi-trailer trucks, truck docks, and storm water detention for the benefit of said facility. Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Subject Property to utility lines existing on or near the perimeter of the Subject Property, provided Developer first complies with all applicable County requirements governing such connections, including the payment of customary fees and costs related thereto, including but not limited to the County's water connection fee which shall be \$42,186.00, calculated based on County Ordinance Section 68-15-D-1(b). Developer shall also have access to the Subject Property from Baxter Road provided Developer first complies with the County's entrance connection fee on Baxter Road, requiring the payment by Developer to the County of said Baxter Road access fee of \$82,263.00 calculated based on County Ordinance Section 82-10. Unless the County accepts a letter of credit from Developer as a surety for the completion of the Project in accordance with County ordinances, Developer shall substantially complete construction of the Project no later than March 30, 2024. Developer will not be entitled to any payment of any portion of incremental taxes deposited in the STAF unless and until the Project has been substantially completed in accordance with the terms of this Agreement. For purposes of this paragraph, substantial completion of the Project will be deemed to have occurred upon the issuance by the County of a temporary or final certificate of occupancy for the Project. Subject to the right to be reimbursed for Eligible Redevelopment Project Costs as provided in this Agreement, development of the Subject Property shall be completed at the sole expense of the Developer and shall, unless otherwise agreed in advance by the parties in writing (which agreement will be in accordance with applicable Laws and will not be unreasonably withheld, conditioned or delayed), conform in all material respects to the plans and specifications approved by the County as a condition to issuing the applicable permits issued by the County for the Project.

2.2 **Project construction documents.** Developer will deliver civil engineering plans, building elevations, storm water drainage calculations and a site plan for the Project to Cherry Valley for zoning and site plan approval. Developer will obtain any applicable permits and approvals required for the Project from Cherry Valley, the County and other applicable governmental authorities, will submit to the County any plans and specifications required by applicable County

building codes for the issuance of permits required by the County pursuant to applicable Laws and will cause the Project to be completed in accordance with final plans and specifications, issued permits and applicable Laws. Developer shall be responsible for paying all required County building permit fees.

SECTION 3. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

3.1 **Covenants, Representations and Warranties of Developer.** To induce the County to execute this Agreement and perform the obligations of the County hereunder, the Developer hereby represents, warrants and covenants to the County as of the date of this Agreement, that:

(a) Developer is an Illinois limited liability company duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) The execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Organization or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under an agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) Developer is solvent and able to pay its debts as they mature;

(e) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the best of Developer's knowledge, threatened against Developer which would impair its ability to perform under this Agreement; and

(f) Developer owns the Property, which is located in the Redevelopment Project Area, and is responsible for paying the real estate taxes for the Property.

SECTION 4. DEVELOPER'S OBLIGATIONS

4.1 **Use of Subject Property.** The Developer shall undertake construction of this Project in accordance with this Agreement. The Developer shall also utilize the Subject Property in a manner consistent with IJRL District uses identified in or allowed by the Act and the Redevelopment Plan and Project. Developer intends that the Subject Property shall be utilized solely in a manner consistent with industrial and manufacturing purposes as well as other Industrial Park uses identified in the Act.

4.2 **Real Estate Taxes.** Developer shall pay all Real Estate Tax Bills when due and payable for the Subject Property.

SECTION 5. TAX INCREMENT ALLOCATION FINANCING

5.1 Tax Increment Allocation Financing of Eligible Redevelopment Project Costs.

Developer has represented to the County that tax increment allocation financing was a considerable factor in the decision to move forward with the Project. The Parties agree that tax increment allocation financing, implemented in accordance with the terms and provisions of the Act, the Intergovernmental Agreement and this Agreement, will be a source of funding for the Project.

5.2 Intergovernmental Agreement. As a condition precedent to the County's and Developer's obligations contained in this Agreement, the County has entered into an Intergovernmental Agreement as allowed by Article VII, Section 10(a) of the Constitution of the State of Illinois, which allows the County to administer the STAF created by the tax increment allocation financing enacted by the Municipalities and that it shall thereby have the authority to use such funds to provide, on a case-by-case basis, incentives for the development of the Subject Property.

5.3 Available Tax Increment. Annually, the County shall determine the amount of real estate tax increment equal to the amount of the total collected tax increment attributable to the Subject Property which is deposited in the STAF ("Subject Property Increment"), less a proportionate amount of the County's annual expenses associated with the administration of the STAF ("Allocated STAF Expenses") which shall result in a sum referenced as the "Available Tax Increment." The Allocated STAF Expenses shall equal the total County annual expenses associated with the administration of the STAF for the Redevelopment Project Area multiplied by that percentage which equals the Subject Property Increment as it relates to the increment of the entire Redevelopment Project Area.

5.4 Developer Payments. Subject to Section 13.2 of this Agreement, the County agrees to reimburse the Developer seventy-five percent (75%) of the Available Tax Increment for a period of ten (10) years for the authorized reimbursable Eligible Redevelopment Project Costs of the Project incurred by the Developer as set forth on Exhibit D, attached hereto (the "Eligible Redevelopment Project Cost Schedule"), and which are approved by the County pursuant to this Section 5.4 of this Agreement. The other twenty-five percent (25%) of the Available Tax Increment shall go solely towards servicing the debt in a Special Service Area as detailed in the Redevelopment Agreement between the County and Rock 39, LLC., executed on September 7, 2012. The County's total reimbursement to the Developer from the Available Tax Increment under this Agreement is currently estimated to be approximately \$2,900,000. Prior to being provided Available Tax Increment, Developer shall submit to the County reasonable evidence that the Eligible Redevelopment Project Costs for which reimbursement is requested have been incurred and paid for by the Developer. Reasonable evidence shall include, but is not limited to, paid invoices, paid receipts and contracts. All paid invoices and paid receipts shall contain the date of service, type of service, location of service, amount paid, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount paid. The County reserves the right to require additional documentation in its sole discretion but will not unreasonably withhold, condition or delay its approval under this Agreement. Subject to Section 13.2 of this Agreement, and subject to the County's receipt of said reasonable evidence of Eligible Redevelopment Project Costs, the Eligible

Redevelopment Project Costs will be paid to Developer within ninety (90) days of receipt on the tax increment in the STAF, however only to the extent that such revenue is received by the County.

THE COUNTY'S OBLIGATION TO PAY THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM THE INCREMENTAL TAXES DEPOSITED IN THE STAF CREATED WITH RESPECT TO THE DEVELOPMENT PROJECT AS DEFINED IN SECTION 2.1 ABOVE, AND SHALL NOT BE A GENERAL OBLIGATION OF THE COUNTY OR SECURED BY THE FULL FAITH AND CREDIT OF THE COUNTY.

SECTION 6. TERM

Unless earlier terminated pursuant to Section 13 of this Agreement, the term of this Agreement shall commence on the date of execution and end upon the first to occur of (i) the date of the aggregate payments to the Developer pursuant to Section 5.4 of this Agreement equals the total Eligible Redevelopment Project Costs expended or (ii) the termination of the Redevelopment Project Area as required by law.

SECTION 7. NO LIABILITY OF COUNTY TO OTHERS FOR DEVELOPER'S EXPENSES

The County shall have no obligation to pay costs of the Project to any person other than the Developer, nor shall the County be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Project; provided, however, that, subject to Sections 9 and 10 of this Agreement and upon Developer's written request, the County will pay amounts owed to Developer under this Agreement to a tenant at the Project.

SECTION 8. NO DISCRIMINATION

The Developer for itself and its successors and assigns agrees that in the development of the Project, the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take reasonable action to require that, during development of the Project, applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, sex or national origin.

SECTION 9. ASSIGNMENT

Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the County; provided, however, that Developer may, without the written consent of the County, assign all or any part of its interest in this Agreement to an entity in title to the Subject Property or to a tenant of the Subject Property or collaterally assign its interest in this Agreement to a mortgage lender holding a lien encumbering the Subject Property as partial security for the payment of its debt to that lender. Developer will provide written notice to the County of any assignment of this Agreement (other than a collateral

assignment) within thirty (30) days after the effective date of that assignment. Any assignee of Developer's interest in this Agreement (other than a collateral assignee) will agree in writing to assume all remaining executory obligations of Developer under this Agreement.

SECTION 10. SUCCESSORS AND ASSIGNS

The terms, conditions and covenants set forth in his Agreement shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of the County and the Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the Subject Property, including the Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the Subject Property or a portion thereof, however, that all such legal title holders shall remain liable after their ownership interest in the Subject Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed. As used in this Agreement, the term "Developer" will mean the owner of fee simple title to the Subject Property from time to time during the term of this Agreement.

SECTION 11. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be deemed or construed by the parties or any third person, to create or imply any relationship of a third-party beneficiary, principal or agent, limited or general partnership, or joint venture or to create or imply any association or relationship involving the County.

SECTION 12. COMPLIANCE WITH LAW

12.1 **Defense of IJRL District.** In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the IJRL DISTRICT is otherwise challenged before a court or governmental agency having jurisdiction thereof, the County and Developer shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both parties to defend the validity of the IJRL District and this Agreement. Furthermore, each party shall pay their respective legal fees, court costs and other expenses directly related to defense of the IJRL DISTRICT that each party shall incur as a result of defense of the IJRL DISTRICT. In the event of an adverse lower court or agency ruling, payments of tax increment allocation financing shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency and to the extent that the STAF has received such increment.

SECTION 13. DEFAULTS AND REMEDIES

13.1 **Events of Default.** The occurrence of any one or more of the following events, subject to the provisions of Section 13.2, shall constitute an "Event of Default" by Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the Developer's respective covenants, conditions, promises, agreements or obligations under this Agreement;

(b) if, at any time, any material term, warranty, representation or statement made or furnished by Developer (including the representations and warranties of Developer described in Section 2.1 hereof) is not true and correct in any material respect because of which Developer is unable to fulfill its obligations hereunder;

(c) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within ninety (90) days after the commencement of such proceedings;

(d) the failure of the Developer to pay any real estate tax assessment when due; or

(e) the assignment or other transfer by the Developer of its right, title and interest in and to this Agreement without the prior written approval of the County in violation of the terms of this Agreement.

13.2 **Remedies.**

(a) Upon the occurrence of an Event of Default, the County shall provide Developer with a written statement setting forth the Event of Default of Developer. The County may not exercise any remedies against the Developer in connection with such Event of Default until thirty (30) days after giving such notice. If such Event of Default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the Developer is diligently proceeding to cure such Event of Default. An Event of Default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the County in asserting any of its rights or remedies as to any Event of Default or alleged Event of Default or breach shall not operate as a waiver of any such Event of Default or breach of any rights or remedies it may have as a result of such Event of Default or breach.

(b) If the Developer shall fail to cure any Event of Default after the expiration of the cure period described in subparagraph (a), the County will be under no obligation to continue to pay any portion of Available Tax Increment under this Agreement until such time as the Event of Default has been cured.

(c) The rights and remedies of the County are cumulative and the exercise by the County of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same Event of Default or for any other Event of Default by the Developer.

(d) If the County is in default of this Agreement, which is defined as the County's lack of fulfillment of any obligation under this Agreement, the Developer shall provide the County with a written statement setting forth the default of the County. The Developer may not exercise any

remedies against the County in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as the County is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(e) If the County shall fail to cure any breach by the County of this Agreement not cured within the cure period described in subparagraph (d), Developer shall have as its sole and exclusive remedy, the right of specific performance to compel the County to perform its obligations under this Agreement.

SECTION 14. INDEMNIFICATION

Developer agrees to indemnify, pay, defend and hold the County and its elected and appointed officials, employees, agents and attorneys (individually an “Indemnitee,” and collective the “Indemnitees”) harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) Developer’s failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) Developer’s or any contractor’s failure to pay general contractors, subcontractors or materialmen in connection with the STAF funded improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation by Developer in this Agreement; or

(iv) Developer’s failure to cure any material misrepresentation by Developer in this Agreement;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the gross negligence, wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 14 shall survive the termination of this Agreement.

SECTION 15. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

If to the County:

County of Winnebago
Attn: Chairman Joseph Chiarelli
404 Elm Street
Rockford, Illinois 61101

With Copies to:

Office of the Winnebago County State's Attorney
Civil Bureau
Courthouse Building
400 W. State Street, Suite 804
Rockford, Illinois 61101

If to the Developer:

Dolphin 39, LLC.
9500 Bryn Mawr Ave., Suite 340
Rosemont, Illinois 60018
Attn: Mark Goode

With Copies to:

O'Rourke, Hogan, Fowler & Dwyer
10 South LaSalle Street, Suite 3700
Chicago, Illinois 60603
Attn: Howard Goldblatt

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to this Section shall be effective upon receipt or refusal of delivery.

SECTION 16. MISCELLANEOUS

16.1 **Amendment.** This Agreement, and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto, or their successors in interest.

16.2 **Entire Agreement.** This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof. This Agreement shall be binding upon the parties and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

16.3 **Limitation of Liability.** No member, official or employee of the County shall be personally liable to Developer or any successor in interest in the event of any default or breach by the County or for any amount which may become due to Developer from the County or any successor in interest or on any obligation under the terms of this Agreement.

16.4 **Waiver.** Waiver by the County or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the County or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute

a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

16.5 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

16.6 **Severability.** If any provision in this Agreement, or any section, paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

16.7 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflicts of law principles.

16.8 **Venue and Consent to Jurisdiction.** If there is a lawsuit under this Agreement, each party agrees to submit to the jurisdiction of the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois.

16.9 **Force Majeure.** Neither the County nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder; provided, however that no such delay will affect any obligation under this Agreement for the payment of money. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, give written notice to the other parties to this Agreement within a reasonable period of time thereafter. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

16.10 **Binding Effect.** This Agreement shall be binding upon Developer, the County and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the County and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

16.11 **Drafter Bias.** The parties acknowledge and agree that the terms of this Agreement are the result of negotiations between the parties, both of whom are represented by independent counsel, and that this Agreement is the result of said negotiations. As a result, in the event that a court is

asked to interpret any portion of this Agreement, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

16.12 **Attorneys' Fees.** In the event of a default and/or litigation arising out of enforcement of this Agreement, the parties acknowledge and agree that each party will be responsible for their own costs, charges, expenses (including, without limitation, and their own attorney's fees and costs) arising as a result thereof.

16.13 **Memorandum of Agreement.** Upon either party's written request, Developer and the County agree to record a memorandum of this Agreement with the Winnebago County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date.

DEVELOPER:

Dolphin 39, LLC, an Illinois limited liability company

By: _____

Its: _____

COUNTY:

County of Winnebago, an Illinois body politic and corporate

By: _____

Joseph Chiarelli

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

ATTEST:

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

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF CHERRY
VALLEY, ILLINOIS, NEW MILFORD, ILLINOIS AND THE COUNTY OF WINNEBAGO,
ILLINOIS

EXHIBIT A

STATE OF ILLINOIS, }
COUNTY OF WINNEBAGO } ss.

I, MARGIE M. MULLINS, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE VILLAGE OF CHERRY VALLEY AND THE VILLAGE OF NEW MILFORD REGARDING THE CREATION AND OPERATION OF AN IJRL, AN SSA AND THE COUNTY WATER DISTRICT AND AN ADDENDUM THERTO (SECTION 11-00495-00-MG)

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

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

this 26TH DAY JULY, 2012.

MARGIE M. MULLINS, *Winnebago County Clerk*

BY:  *Deputy County Clerk*



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

SUBMITTED BY: PUBLIC WORKS COMMITTEE

2012 CR 099

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE VILLAGE OF CHERRY VALLEY AND THE VILLAGE OF NEW MILFORD REGARDING THE CREATION AND OPERATION OF AN IJRL, AN SSA AND THE COUNTY WATER DISTRICT AND AN ADDENDUM THERETO (SECTION 11-00495-00-MG)

WHEREAS, the County of Winnebago, Illinois, wishes to create and operate a water district within the County; and

WHEREAS, the creation and operation of the water district also involves creation of a district under the Industrial Jobs Recovery Law and a Special Service Area; and

WHEREAS, the creation and operation of the water district, the district under the Industrial Jobs Recovery Law and the Special Service Area requires an intergovernmental cooperation agreement among the County, the Village of Cherry Valley and the Village of New Milford; and

WHEREAS, the execution of the intergovernmental cooperation agreement also requires an addendum outlining further responsibilities of the County and the Village of New Milford.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago that the Chairman of the County Board of the County of Winnebago is authorized to execute the intergovernmental agreement with the Village of Cherry Valley and the Village of New Milford, in substantially the form as attached to this Resolution as Exhibit A.

BE IT FURTHER RESOLVED, that the Chairman of the County Board of the County of Winnebago is authorized execute the addendum to the intergovernmental agreement with the Village of Cherry Valley and the Village of New Milford, in substantially the form as attached to this Resolution as Exhibit B.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Board Chairman and to the presidents of the Village of Cherry Valley, Village of New Milford and to prepare and deliver a certified copy of this Resolution to the Winnebago County Auditor, Treasurer and Engineer.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made this _____ day of June, 2012, by and among The County of Winnebago, an Illinois county corporation (hereinafter “WINNEBAGO”), the Village of Cherry Valley, an Illinois municipal corporation (hereinafter “CHERRY VALLEY”), and the Village of New Milford, an Illinois municipal corporation (hereinafter “NEW MILFORD”) and with all such entities referred to collectively as the PARTIES and with Cherry Valley and New Milford collectively referred to as the Municipalities.

WITNESSETH:

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipal corporations and other governmental entities to join together in intergovernmental agreements for the purpose of achieving statutory objectives and goals individually and jointly; and

WHEREAS, the Parties have determined that the area in and around the Baxter Road interchange on I-39 is appropriate for the formation of an Industrial Park Conservation Area to spur private investment and development as defined in the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* (IJRL). ; And

WHEREAS, it has been determined by the Parties that such development is not likely to occur without incentives being made available; and

WHEREAS, it has been determined that the formation of an Industrial Park Conservation Area (IJRL District) will likely result in the creation of a large number of jobs which will benefit Cherry Valley, New Milford and Winnebago County as a whole; and

WHEREAS, the Parties have also determined that the creation of a Special Service Area (SSA) pursuant to 35 ILCS 200/27-5 is required to provide for water service to certain properties within the Industrial Park Conservation Area in order to promote development and job growth; and

WHEREAS, Winnebago is willing to undertake the formation of a water service area within the SSA to accommodate the initiation of water service; and

WHEREAS, Cherry Valley does not presently provide water service to the anticipated properties within the IJRL District and has determined that it will not be in a position to provide such water service in the future; and

WHEREAS, Cherry Valley desires that Winnebago form a water service area which will include certain parcels within the corporate boundaries of Cherry Valley; and

WHEREAS, New Milford does not provide water service to any of the properties within the IJRL District and it desires that Winnebago form a water service area to initiate water service in the area; and

WHEREAS, Winnebago wishes to purchase and Cherry Valley wishes to sell certain water assets to facilitate the formation of a water service area by Winnebago; and

WHEREAS, both the Municipalities agree that Winnebago should, and that it may, form an SSA which will or may incorporate certain property within the boundaries of each such municipality; and

WHEREAS, the various parcels of real estate to be included in the IJRL District are the parcels shown within a yellow boundary and the SSA parcels shaded in red on the map attached hereto as Exhibit A; and

WHEREAS, it is also anticipated that Winnebago may undertake, pursuant to the SSA, to provide a distribution system for methane gas and/or other forms of energy derived from alternative energy sources to the IJRL District and it is acknowledged that the Municipalities concur that the provision of such a distribution system will further promote growth and development within the IJRL District and that each consent to Winnebago taking such action even should such distribution system be placed, in part, within their respective incorporated boundaries; and

WHEREAS, it is further anticipated that certain roadway and other infrastructure improvements may need to be performed as the area develops which will require the cooperation of the Parties

NOW THEREFORE, the Parties agree as follows:

The above recitals are incorporated herein by reference and made a part hereof.

I. **FINANCING.**

- A. Winnebago shall form an SSA for the properties indicated on Exhibit A attached hereto.
- B. Winnebago shall, issue Bonds to pay for the initial costs of the projects contemplated by this Agreement including but not limited to, purchase of capital assets, issuance costs, bond counsel fees, financial advisor fees, costs of printing and publication, costs of marketing or sale of the bonds and required related documents, and legal and consulting costs of the parties related to the creation of the IJRL and the SSA and the Municipalities will have no obligations with regard to the bonds other than the pledging of TIF revenue from the IJRL District as set forth herein.
- C. Winnebago shall, subject to reimbursement from the IJRL District, pay the costs of formation of the IJRL District and of the SSA.
- D. Cherry Valley and New Milford will pass the necessary Ordinances and Resolutions to facilitate the formation, organization and operation of an Industrial Park Conservation Area pursuant to the IJRL for the IJRL District.
- E. Pursuant to the IJRL, and in keeping with the formation of the IJRL District, each community will initiate tax increment financing within the project area.
- F. The Special Tax Allocation Fund (STAF as defined in the IJRL), created with the tax increment financing will be placed under the control of Winnebago to be administered for the benefit of the project and in accordance with the terms of this Agreement.
- G. Funds deposited in the STAF generated from the IJRL District shall be used to pay the following expenses in the order listed:
 1. Payments on the SSA Bonds

2. Reimbursement to Winnebago and the Municipalities for reimbursable costs (as defined in the IJRL statute), not included in the initial costs.
 3. Reimbursement to Winnebago and the Municipalities for payment of the costs of the formation of the IJRL.
 4. Incentives to Developers (limited to 50% of increment from each parcel proposed for development).
 5. Other capital improvements to infrastructure as may be allowed by statute.
- H. Winnebago shall be given the sole authority to negotiate redevelopment agreements with prospective developers and to set the amount of incentives, if any, given to such developers subject to the limitation set forth in G.4., above. An Advisory Board consisting of the principal elected official from each of the parties (or their designee), shall be formed and shall be kept advised as to all proposed redevelopment agreements, but shall not have the authority to alter such agreements which are within the guidelines set forth in G.4., above. The Municipalities shall retain zoning and land use authority, including, but not limited to, site plan review/approval and enforcement of their building and subdivision codes for those parcels within their respective corporate limits. The Municipalities agree that they will not unreasonably withhold zoning or land use approval for developer projects.
- I. The Municipalities shall retain the right to offer sales tax incentives for properties within their respective corporate limits.
- J. To the extent that Cherry Valley obtains an annexation or pre-annexation with the owner of the property identified as tax property identification numbers 16-29-400-007, 008 and 009, [the developed Maggio Trucking Property], Cherry Valley agrees that its customary local 1% distributive share of revenues derived from sales, use and occupation taxes imposed by the State of Illinois, deposited into the State's Local Government Tax Fund and distributed to the Village pursuant to Section 6Z-18 of the State Finance Act, 30 ILCS 105/1.1 et seq., as amended, ("Sales Tax") generated on those parcels, shall be paid to the County which shall pay the payments due on the SSA bonds for a period of seven (7) years from the date of issuance of the SSA bonds. Cherry Valley shall retain the revenues from the additional 1% non-home rule municipal retailer's occupation tax and service occupation tax it has imposed pursuant to 65 ILCS 5/8-11-1.3 and 1.4 generated by such property. Notwithstanding the foregoing, to the extent that tax increment from the IJRL District is sufficient to pay the SSA Bonds and the water asset payment referenced in II.B.1, below, during said seven (7) year period, the Sales Tax will be returned to Cherry Valley on a dollar for dollar basis as received. After the seven (7) year period, any Sales Tax generated by the referenced properties will be given to or retained by Cherry Valley.
- K. Sales Tax generated by any new development within the IJRL District shall be retained by the governmental entity in which the development is located. Should such property not be annexed to either Municipality, the Sales Tax shall be transferred to the

Municipality to which the property could be annexed pursuant to the border agreement existing between the Municipalities.

II. **WATER SYSTEM.**

A. Winnebago shall form a water service area pursuant to 55 ILCS 5/5-15006 to service the IJRL Project Area.

1. Winnebago shall retain any profits realized from the water service area.
2. Winnebago shall set the hook-up fees and water rates in such a fashion that they are consistent throughout the IJRL District.
3. To the extent allowable by law, Winnebago shall require that any parcel attaching to the water system will annex to the municipality within whose territory (pursuant to the border agreement between the Municipalities), the property resides.

B. Winnebago shall purchase from Cherry Valley and Cherry Valley agrees to an assignment of all right title and interest that Cherry Valley may have in the portion of that certain agreement entered into by and between Cherry Valley and Rock 39 which said agreement is attached hereto as Exhibit B as it pertains to certain water assets described therein.

1. The terms of payment for such assignment will be:
 - i. Within sixty (60) days of the issuance of the SSA Bonds, Winnebago will pay to Cherry Valley the sum of Two Hundred Fifty Thousand and 00/100s dollars (\$250,000) and provide Cherry Valley with a zero percent interest Note and Security Agreement or Mortgage on the transferred property for the balance remaining.
 - ii. Winnebago will pay the remaining balance of Four Hundred Fifty Thousand and 00/100s dollars (\$450,000) in annual installments to Cherry Valley beginning on April 15, 2013 in the amount of One Hundred Thousand and 00/100s dollars (\$100,000) with the final installment of Fifty Thousand and 00/100s dollars (\$50,000) to be paid on April 15, 2017.
2. Cherry Valley agrees that it will not provide water service to the SSA Project Area and that it consents to the actions of Winnebago in forming the water service area.
3. As a condition precedent to the payments set for the in sections B.1.i and B.1.ii., above, Cherry Valley shall cause Rock 39 to agree to and consent to such assignment and to the transfer of the water assets to Winnebago.

C. No properties outside of the SSA will be responsible for payment of the SSA or for assessments for the cost of the Water System or any other utility or service provided within the SSA. Notwithstanding the foregoing, any property outside of the SSA which at any time attaches to the Water System or other utility service may be assessed hook-up fees or other costs, recapture fees or charges as may be assessed

from time to time.

- D. Winnebago shall not, directly or indirectly, extend water service or allow the provision of water produced by facilities owned or operated by Winnebago beyond the boundaries of the SSA to the west of I-39 without the consent of New Milford. Winnebago and New Milford may enter into such other and further agreements as may be necessary to cooperatively serve properties within or near the Village in the future. It is agreed that Winnebago shall cause a water main to be constructed which shall terminate on the west side of I-39 in the initial phase of the project.

III. **ALTERNATIVE ENERGY.**

- A. Winnebago may form a utility for the distribution of alternative energy to further enhance the IJRL Plan Area.
- B. It is anticipated that methane and/or wind and/or solar energy may be distributed by Winnebago. No incineration plant will be constructed as a part of this Agreement.
- C. Any wind energy will be limited to isolated generating units.
- D. Winnebago shall bear all costs of the alternative energy distribution system and shall retain all profits and benefits associated therewith.
- E. To the extent that the Municipalities or either of them are required to consent to the formation of this utility and/or to the distribution of energy, they each hereby so consent.

IV. **ANNEXATIONS AND ZONING.**

- A. The Municipalities will undertake to zone all property within the IJRL Plan Area as Industrial.
- B. To the extent that the Municipalities are unable or unwilling to re- zone the Plan Area or any part thereof, Winnebago shall undertake the zoning of the property or properties and the Municipalities shall use their best efforts to cooperate and assist in that process.
- C. Winnebago agrees that the property adjacent to the I-39 interchange may have a Commercial overlay district and/or business development district created by the Municipalities.
- D. Each community may undertake to annex properties within its respective zone of control and may recover the costs for such annexations (to the extent permitted by law), as a reimbursable cost as set forth in 1.G., above.
- E. Winnebago agrees to cooperate with the annexation efforts of the Municipalities and will use its best efforts to encourage property owners to annex.
- F. The Municipalities agree that once zoning of the IJRL District is changed to Industrial, that it will not be altered in such a way as to impede the ability to develop the property in such fashion as is set forth in the IJRL.

V. **MISCELLANEOUS.**

- A. **Entire Agreement.** This Agreement incorporates the entire agreement of the parties and may be varied only by written further agreement.
- B. **Benefit.** This Agreement is entered into solely for the benefit of the contracting parties,

and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

- C. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.
- D. **Illinois Law.** This Agreement shall be governed by the laws of the State of Illinois.

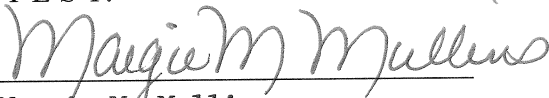
IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement as of the date set forth above at Winnebago County, Illinois.

County of Winnebago, Illinois

By: 
Scott H. Christiansen

Its: COUNTY BOARD CHAIRMAN

A T T E S T:

By: 
Margie M. Mullins
Its: WINNEBAGO COUNTY CLERK

ADDENDUM

WHEREAS, the Village of New Milford and the County of Winnebago have entered into an Inter-governmental agreement concerning the development of the area near and including the Baxter Road interchange on Interstate 39 which includes territory within and near the corporate boundaries of the Village of New Milford; and

WHEREAS, the Inter-governmental Agreement provides for the establishment of a water main running to the west side of Interstate 39 during the initial phase of the development of the area; and

WHEREAS, the Village of New Milford and the County of Winnebago wish to clarify their intentions for the construction of that water main;

NOW THEREFORE, the Village of New Milford and the County of Winnebago agree as follows:

1. The above recitals are incorporated herein by reference.
2. The "initial phase of the project" referenced in paragraph II.D. of the Intergovernmental Agreement shall mean that Winnebago County is obligated to install a water main as described in the Agreement, within ninety days of the initiation of industrial or commercial development occurring on the west side of I-39 which will require municipal water service.
3. No additional change or interpretation is intended to affect the remainder of the Inter-governmental Agreement.

Enter into this 26th day of July, 2012.

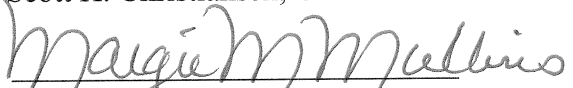
Village of New Milford, Illinois,
A municipal corporation

County of Winnebago, Illinois,
A unit of local government

By: _____
Bonnie L. Beard, President

By: 
Scott H. Christiansen, Chairman

Attest: _____
Village Clerk

Attest: 
County Clerk

Respectfully submitted,
PUBLIC WORKS COMMITTEE

AGREE



Kyle Logan, Chairman



Isidro Barrios



Gary Jury




Kay Mullins

Wendy Owano



Dave Tassoni



Jim Webster

DISAGREE

Kyle Logan, Chairman

Isidro Barrios

Gary Jury


Kay Mullins

Wendy Owano

Dave Tassoni

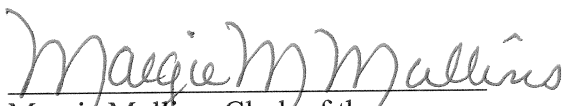
Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 26th day of July, 2012.



Scott H. Christiansen, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:



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

Village of Cherry Valley, Illinois

By: _____

Its: _____

A T T E S T:

By: _____

Its: _____

Village of New Milford, Illinois

By: _____

Its: _____

A T T E S T:

By: _____

Its: _____

ORIGINAL

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made this 26th day of June, 2012, by and among The County of Winnebago, an Illinois county corporation (hereinafter "WINNEBAGO"), the Village of Cherry Valley, an Illinois municipal corporation (hereinafter "CHERRY VALLEY"), and the Village of New Milford, an Illinois municipal corporation (hereinafter "NEW MILFORD") and with all such entities referred to collectively as the PARTIES and with Cherry Valley and New Milford collectively referred to as the Municipalities.

WITNESSETH:

WHEREAS, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipal corporations and other governmental entities to join together in intergovernmental agreements for the purpose of achieving statutory objectives and goals individually and jointly; and

WHEREAS, the Parties have determined that the area in and around the Baxter Road interchange on I-39 is appropriate for the formation of an Industrial Park Conservation Area to spur private investment and development as defined in the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* (IJRL); And

WHEREAS, it has been determined by the Parties that such development is not likely to occur without incentives being made available; and

WHEREAS, it has been determined that the formation of an Industrial Park Conservation Area (IJRL District) will likely result in the creation of a large number of jobs which will benefit Cherry Valley, New Milford and Winnebago County as a whole; and

WHEREAS, the Parties have also determined that the creation of a Special Service Area (SSA) pursuant to 35 ILCS 200/27-5 is required to provide for water service to certain properties within the Industrial Park Conservation Area in order to promote development and job growth; and

WHEREAS, Winnebago is willing to undertake the formation of a water service area within the SSA to accommodate the initiation of water service; and

WHEREAS, Cherry Valley does not presently provide water service to the anticipated properties within the IJRL District and has determined that it will not be in a position to provide such water service in the future; and

WHEREAS, Cherry Valley desires that Winnebago form a water service area which will include certain parcels within the corporate boundaries of Cherry Valley; and

WHEREAS, New Milford does not provide water service to any of the properties within the IJRL District and it desires that Winnebago form a water service area to initiate water service in the area; and

WHEREAS, Winnebago wishes to purchase and Cherry Valley wishes to sell certain water assets to facilitate the formation of a water service area by Winnebago; and

WHEREAS, both the Municipalities agree that Winnebago should, and that it may, form an SSA which will or may incorporate certain property within the boundaries of each such municipality; and

WHEREAS, the various parcels of real estate to be included in the IJRL District are the parcels shown within a yellow boundary and the SSA parcels shaded in red on the map attached hereto as Exhibit A; and

WHEREAS, it is also anticipated that Winnebago may undertake, pursuant to the SSA, to provide a distribution system for methane gas and/or other forms of energy derived from alternative energy sources to the IJRL District and it is acknowledged that the Municipalities concur that the provision of such a distribution system will further promote growth and development within the IJRL District and that each consent to Winnebago taking such action even should such distribution system be placed, in part, within their respective incorporated boundaries; and

WHEREAS, it is further anticipated that certain roadway and other infrastructure improvements may need to be performed as the area develops which will require the cooperation of the Parties

NOW THEREFORE, the Parties agree as follows:

The above recitals are incorporated herein by reference and made a part hereof.

I. **FINANCING.**

- A. Winnebago shall form an SSA for the properties indicated on Exhibit A attached hereto.
- B. Winnebago shall, issue Bonds to pay for the initial costs of the projects contemplated by this Agreement including but not limited to, purchase of capital assets, issuance costs, bond counsel fees, financial advisor fees, costs of printing and publication, costs of marketing or sale of the bonds and required related documents, and legal and consulting costs of the parties related to the creation of the IJRL and the SSA and the Municipalities will have no obligations with regard to the bonds other than the pledging of TIF revenue from the IJRL District as set forth herein.
- C. Winnebago shall, subject to reimbursement from the IJRL District, pay the costs of formation of the IJRL District and of the SSA.
- D. Cherry Valley and New Milford will pass the necessary Ordinances and Resolutions to facilitate the formation, organization and operation of an Industrial Park Conservation Area pursuant to the IJRL for the IJRL District.
- E. Pursuant to the IJRL, and in keeping with the formation of the IJRL District, each community will initiate tax increment financing within the project area.
- F. The Special Tax Allocation Fund (STAF as defined in the IJRL), created with the tax increment financing will be placed under the control of Winnebago to be administered for the benefit of the project and in accordance with the terms of this Agreement.
- G. Funds deposited in the STAF generated from the IJRL District shall be used to pay the following expenses in the order listed:
 1. Payments on the SSA Bonds

2. Reimbursement to Winnebago and the Municipalities for reimbursable costs (as defined in the IJRL statute), not included in the initial costs.
3. Reimbursement to Winnebago and the Municipalities for payment of the costs of the formation of the IJRL.
4. Incentives to Developers (limited to 50% of increment from each parcel proposed for development).
5. Other capital improvements to infrastructure as may be allowed by statute.

- H. Winnebago shall be given the sole authority to negotiate redevelopment agreements with prospective developers and to set the amount of incentives, if any, given to such developers subject to the limitation set forth in G.4., above. An Advisory Board consisting of the principal elected official from each of the parties (or their designee), shall be formed and shall be kept advised as to all proposed redevelopment agreements, but shall not have the authority to alter such agreements which are within the guidelines set forth in G.4., above. The Municipalities shall retain zoning and land use authority, including, but not limited to, site plan review/approval and enforcement of their building and subdivision codes for those parcels within their respective corporate limits. The Municipalities agree that they will not unreasonably withhold zoning or land use approval for developer projects.
- I. The Municipalities shall retain the right to offer sales tax incentives for properties within their respective corporate limits.
- J. To the extent that Cherry Valley obtains an annexation or pre-annexation with the owner of the property identified as tax property identification numbers 16-29-400-007, 008 and 009, [the developed Maggio Trucking Property], Cherry Valley agrees that its customary local 1% distributive share of revenues derived from sales, use and occupation taxes imposed by the State of Illinois, deposited into the State's Local Government Tax Fund and distributed to the Village pursuant to Section 6z-18 of the State Finance Act, 30 ILCS 105/1.1 et seq., as amended, ("Sales Tax") generated on those parcels, shall be paid to the County which shall pay the payments due on the SSA bonds for a period of seven (7) years from the date of issuance of the SSA bonds. Cherry Valley shall retain the revenues from the additional 1% non-home rule municipal retailer's occupation tax and service occupation tax it has imposed pursuant to 65 ILCS 5/8-11-1.3 and 1.4 generated by such property. Notwithstanding the foregoing, to the extent that tax increment from the IJRL District is sufficient to pay the SSA Bonds and the water asset payment referenced in II.B.1, below, during said seven (7) year period, the Sales Tax will be returned to Cherry Valley on a dollar for dollar basis as received. After the seven (7) year period, any Sales Tax generated by the referenced properties will be given to or retained by Cherry Valley.
- K. Sales Tax generated by any new development within the IJRL District shall be retained by the governmental entity in which the development is located. Should such property not be annexed to either Municipality, the Sales Tax shall be transferred to the

Municipality to which the property could be annexed pursuant to the border agreement existing between the Municipalities.

II. WATER SYSTEM.

- A. Winnebago shall form a water service area pursuant to 55 ILCS 5/5-15006 to service the IJRL Project Area.
 1. Winnebago shall retain any profits realized from the water service area.
 2. Winnebago shall set the hook-up fees and water rates in such a fashion that they are consistent throughout the IJRL District.
 3. To the extent allowable by law, Winnebago shall require that any parcel attaching to the water system will annex to the municipality within whose territory (pursuant to the border agreement between the Municipalities), the property resides.
- B. Winnebago shall purchase from Cherry Valley and Cherry Valley agrees to an assignment of all right title and interest that Cherry Valley may have in the portion of that certain agreement entered into by and between Cherry Valley and Rock 39 which said agreement is attached hereto as Exhibit B as it pertains to certain water assets described therein.
 1. The terms of payment for such assignment will be:
 - i. Within sixty (60) days of the issuance of the SSA Bonds, Winnebago will pay to Cherry Valley the sum of Two Hundred Fifty Thousand and 00/100s dollars (\$250,000) and provide Cherry Valley with a zero percent interest Note and Security Agreement or Mortgage on the transferred property for the balance remaining.
 - ii. Winnebago will pay the remaining balance of Four Hundred Fifty Thousand and 00/100s dollars (\$450,000) in annual installments to Cherry Valley beginning on April 15, 2013 in the amount of One Hundred Thousand and 00/100s dollars (\$100,000) with the final installment of Fifty Thousand and 00/100s dollars (\$50,000) to be paid on April 15, 2017.
 2. Cherry Valley agrees that it will not provide water service to the SSA Project Area and that it consents to the actions of Winnebago in forming the water service area.
 3. As a condition precedent to the payments set for the in sections B.1.i and B.1.ii., above, Cherry Valley shall cause Rock 39 to agree to and consent to such assignment and to the transfer of the water assets to Winnebago.
- C. No properties outside of the SSA will be responsible for payment of the SSA or for assessments for the cost of the Water System or any other utility or service provided within the SSA. Notwithstanding the foregoing, any property outside of the SSA which at any time attaches to the Water System or other utility service may be assessed hook-up fees or other costs, recapture fees or charges as may be assessed

from time to time.

- D. Winnebago shall not, directly or indirectly, extend water service or allow the provision of water produced by facilities owned or operated by Winnebago beyond the boundaries of the SSA to the west of I-39 without the consent of New Milford. Winnebago and New Milford may enter into such other and further agreements as may be necessary to cooperatively serve properties within or near the Village in the future. It is agreed that Winnebago shall cause a water main to be constructed which shall terminate on the west side of I-39 in the initial phase of the project.

III. ALTERNATIVE ENERGY.

- A. Winnebago may form a utility for the distribution of alternative energy to further enhance the IJRL Plan Area.
- B. It is anticipated that methane and/or wind and/or solar energy may be distributed by Winnebago. No incineration plant will be constructed as a part of this Agreement.
- C. Any wind energy will be limited to isolated generating units.
- D. Winnebago shall bear all costs of the alternative energy distribution system and shall retain all profits and benefits associated therewith.
- E. To the extent that the Municipalities or either of them are required to consent to the formation of this utility and/or to the distribution of energy, they each hereby so consent.

IV. ANNEXATIONS AND ZONING.

- A. The Municipalities will undertake to zone all property within the IJRL Plan Area as Industrial.
- B. To the extent that the Municipalities are unable or unwilling to re-zone the Plan Area or any part thereof, Winnebago shall undertake the zoning of the property or properties and the Municipalities shall use their best efforts to cooperate and assist in that process.
- C. Winnebago agrees that the property adjacent to the I-39 interchange may have a Commercial overlay district and/or business development district created by the Municipalities.
- D. Each community may undertake to annex properties within its respective zone of control and may recover the costs for such annexations (to the extent permitted by law), as a reimbursable cost as set forth in I.G., above.
- E. Winnebago agrees to cooperate with the annexation efforts of the Municipalities and will use its best efforts to encourage property owners to annex.
- F. The Municipalities agree that once zoning of the IJRL District is changed to Industrial, that it will not be altered in such a way as to impede the ability to develop the property in such fashion as is set forth in the IJRL.

V. MISCELLANEOUS.

- A. Entire Agreement. This Agreement incorporates the entire agreement of the parties and may be varied only by written further agreement.
- B. Benefit. This Agreement is entered into solely for the benefit of the contracting parties,

and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

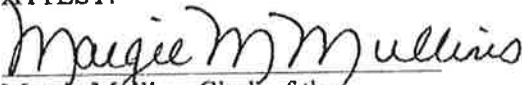
- C. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.
- D. **Illinois Law.** This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement as of the date set forth above at Winnebago County, Illinois.



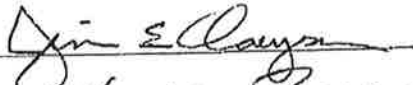
Scott H. Christiansen, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:



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

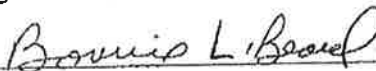
Village of Cherry Valley, Illinois

By: 
Its: VILLAGE PRESIDENT


ATTEST:

By: 
Its: 

Village of New Milford, Illinois

By: 
Its: Village President

ATTEST:

By: 
Its: Village Clerk

ADDENDUM

WHEREAS, the Village of New Milford and the County of Winnebago have entered into an Inter-governmental agreement concerning the development of the area near and including the Baxter Road interchange on Interstate 39 which includes territory within and near the corporate boundaries of the Village of New Milford; and

WHEREAS, the Inter-governmental Agreement provides for the establishment of a water main running to the west side of Interstate 39 during the initial phase of the development of the area; and

WHEREAS, the Village of New Milford and the County of Winnebago wish to clarify their intentions for the construction of that water main;

NOW THEREFORE, the Village of New Milford and the County of Winnebago agree as follows:

1. The above recitals are incorporated herein by reference.
2. The "initial phase of the project" referenced in paragraph II.D. of the Intergovernmental Agreement shall mean that Winnebago County is obligated to install a water main as described in the Agreement, within ninety days of the initiation of industrial or commercial development occurring on the west side of I-39 which will require municipal water service.
3. No additional change or interpretation is intended to affect the remainder of the Inter-governmental Agreement.

Enter into this 26th day of June, 2012.

Village of New Milford, Illinois,
A municipal corporation

County of Winnebago, Illinois,
A unit of local government

By: Bonnie L. Beard
Bonnie L. Beard, President

By: Scott H. Christiansen
Scott H. Christiansen, Chairman

Attest: MK Byr
Village Clerk

Attest: Margie M. Mullins
County Clerk

Yellow Line = JIRA Boundary
Red Area = SNA Properties Goode



Exhibit A
6-15-2012

EXHIBIT B
THE PROJECT

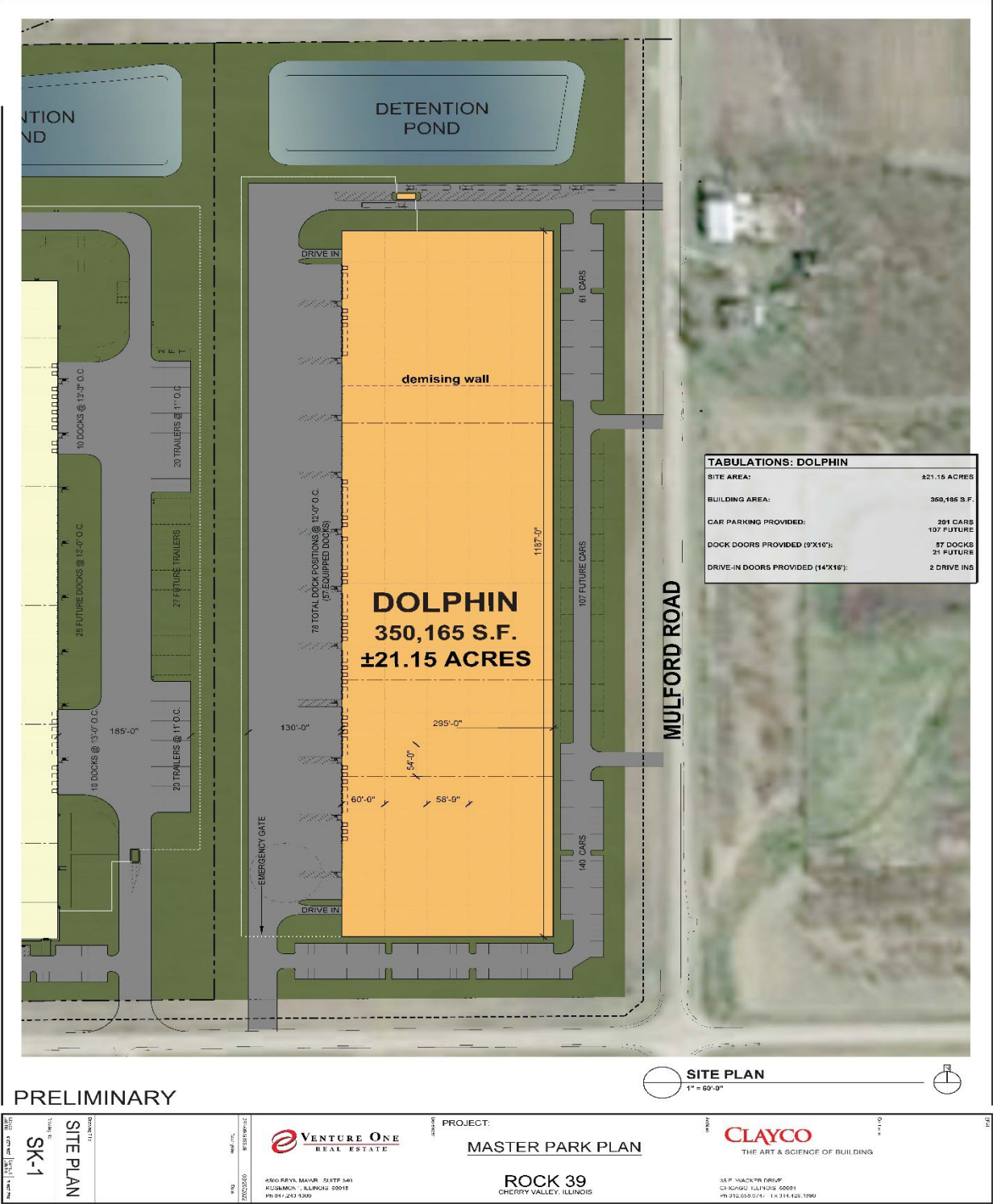


EXHIBIT C

LEGAL DESCRIPTION OF SUBJECT PROPERTY

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WINNEBAGO COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN ROCK 39, UNIT FOUR, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 2018 AS DOCUMENT NUMBER 20181016753, IN WINNEBAGO COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 31 MINUTES 54 SECONDS EAST, A DISTANCE OF 572.35 FEET TO THE WEST RIGHT OF WAY LINE OF MULFORD ROAD PER WARRENTY DEED PER DOCUMENT NUMBER 20161005926; THENCE THE FOLLOWING FIVE COURSES ALONG THE WEST RIGHT OF WAY LINE OF MULFORD ROAD AND THE NORTH RIGHT OF WAY LINE OF BAXTER ROAD PER DOCUMENT NUMBER 20161005926; 1) THENCE SOUTH 00 DEGREES 08 MINUTES 20 SECONDS WEST, A DISTANCE OF 1548.21 FEET; 2) THENCE SOUTH 34 DEGREES 18 MINUTES 34 SECONDS WEST, A DISTANCE OF 45.87 FEET; 3) THENCE SOUTH 77 DEGREES 01 MINUTES 58 SECONDS WEST, A DISTANCE OF 111.04 FEET TO A POINT ON A NON TANGENT CURVE; 4) THENCE WESTERLY 135.55 FEET ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 171819.85 FEET, A CHORD BEARING OF SOUTH 89 DEGREES 35 MINUTES 05 SECONDS WEST, A CHORD DISTANCE OF 135.55 FEET TO A POINT OF NON TANGENCY; 5) THENCE SOUTH 89 DEGREES 40 MINUTES 48 SECONDS WEST, A DISTANCE OF 302.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 08 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1609.01 FEET TO THE POINT OF BEGINNING, IN WINNEBAGO COUNTY, ILLINOIS.

CONTAINING 918,823 SQ. FT. OR 21.093 ACRES

EXHIBIT D

ELIGIBLE REDEVELOPMENT PROJECT COST SCHEDULE

ELIGIBLE COSTS LIST:

- Property assembly and acquisition
- Studies, surveys, development of plans, and specifications, cost of implementation and administration of the plan
 - Civil Engineering, Surveying & Layout
 - Testing
 - Architectural Design
 - Insurance
 - Developer Fee
 - General Conditions
 - General Contractor Overhead & Profit
 - Legal
 - Title Insurance
 - Other Professional Consultant Fees
- Building demolitions and site grading/preparation
 - Demolition / Site Clearing
 - Site & Building Earthwork
- Environmental Remediation
- Construction or improvement of public improvements
 - Site Utilities
- The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors
 - Brokerage Commissions
- Employment and Training
- Relocation Costs
- Developer Interest Costs

OPERATIONS & ADMINISTRATIVE COMMITTEE



Resolution Executive Summary

Prepared By: Lori Gummow, Winnebago County Clerk and Recorder

Committee: Winnebago County Operations & Administrative Committee

Committee Date: Thursday, June 16, 2022

Resolution Title or Ordinance Title: Resolution Authorizing Acceptance of Credit Cards by the Winnebago County Clerk and Recorder of Deeds Offices

County Code: Not applicable

Board Meeting Date: Thursday, June 23, 2022

Budget Information:

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

Background Information:

Currently the Recorder of Deeds Office only accepts cash or check. This is an inconvenience to the customer, as the recording fee is \$45 (the most common transaction) and most customers do not carry that much cash in today's society. There is no charge to the County for providing this service. Service fees will be charged to the customer with notification.

Recommendation:

Approve Resolution to allow the Clerk and Recorder to accept credit cards.

Contract/Agreement:

After approval by the County Board.

Legal Review:

Reviewed by State's Attorney Office.

Follow-Up:

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

2022 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**RESOLUTION AUTHORIZING ACCEPTANCE OF CREDIT CARDS BY THE
WINNEBAGO COUNTY CLERK AND RECORDER OF DEEDS OFFICES**

WHEREAS, the County of Winnebago, Illinois (County) and its' County Clerk and Recorder of Deeds offices are authorized under the Local Governmental Acceptance of Credit Cards Act (Act) (50 ILCS 345/1 *et seq.*), to accept the payment of funds for any purpose authorized by credit card; and

WHEREAS, for such purpose the Act requires that the local governmental entity first hold a public hearing, following proper legal notice, of its intent to allow payment by credit cards and the types of authorized obligations for which credit card payment will be allowed; and

WHEREAS, the County Clerk and Recorder would like to continue providing customers with convenient options for making payments for document recording services; and

WHEREAS, in compliance with the Act, the Operations and Administrative Committee has conducted the required public hearing to solicit public comment regarding the request to accept credit card payments; and

WHEREAS, the County Clerk and Recorder requests the Winnebago County Board approve the acceptance of credit cards for the payment of all funds owed to the County Clerk and Recorder of Deeds offices for document recording services; and

WHEREAS, the Operations and Administrative Committee concurs with this request for acceptance of credit cards and recommends approval by the Winnebago County Board.

THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois, pursuant to 50 ILCS 345/1 *et seq.*, hereby authorizes the acceptance of credit cards for the payment of funds owed to the Winnebago County Clerk and Recorder of Deeds offices for document recording services and for any purpose authorized by credit card.

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 certified copies of this Resolution to the County Administrator, County Finance Director, County Auditor and County Clerk.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

John Butitta, Vice Chairman

John Butitta, Vice Chairman

Jean Crosby

Jean Crosby

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Jaime Salgado

Jaime Salgado

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____, 2022.

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

ATTEST:

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

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: June 23, 2022

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register /Vol. 87, No. 114 / Tuesday, June 14, 2022 / Notices
 - b. Summary of the June 2, 2022, Public Outreach to Discuss the NRC 2021 End-of-Cycle Plant Performance Assessment of Braidwood Station, Units 1 and 2, and Byron Station, Units 1 and 2.
 - c. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; and R.E. Ginna Nuclear Power Plant – Correction to Pages Issued for Amendments NOS. 225, 225, 227, 227, and 148, Respectively, Regarding Issued Identified in Westinghouse Documents (EPID L-2021-LLA-0066).

Adjournment