



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, May 23, 2024
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Paul Arena
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentations – None
 - C. Public Hearings – None
 - D. Public Participation – Daniel Swinford, Dumpster removal, Con
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of April 25, 2024 minutes
 - B. Layover of May 9, 2024 minutes
7. **Consent Agenda**.....Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30-day layover unless there is a suspension of the rule)**
9. **Reports of Standing Committees**.....Chairman Joseph Chiarelli
 - A. Finance Committee John Butitta, Committee Chairman
 1. Committee Report
 - B. Zoning Committee Jim Webster, Committee Chairman
Planning and/or Zoning Requests:

1. TA-01-24: An Ordinance Amending the Unified Development Ordinance (UDO) Regarding Commercial Wind Power Generating Facilities / Wind Farms (aka Commercial Wind Energy Facilities) and Solar Farms (aka Commercial Solar Energy Facilities) to be laid over, county-wide
 2. Committee Report
- C. Economic Development Committee.....**John Sweeney, Committee Chairman**
1. Committee Report
 2. Resolution Authorizing a Grant up to Thirty-Thousand Dollars (\$30,000) from Host Fees to Tad More Sustainability Institute (TMSI) to Assist with their Sewing Apprenticeship Program
- D. Operations and Administrative Committee.....**Keith McDonald, Committee Chairman**
1. Committee Report
 2. Resolution Authorizing Acceptance of Credit Cards by the Winnebago County Regional Planning and Economic Development Department and the Winnebago County Highway Department for Permitting Fees
 3. Resolution Awarding Payment Processing Services to Autoagent Data Solutions, LLC (MunicipiPAY) for the Winnebago County Regional Planning and Economic Development Department and the Winnebago County Highway Department
 4. Resolution Awarding Bid for Joint Painting Services
 5. Resolution Awarding Bid for Joint Carpentry Services
- E. Public Works Committee**Dave Tassoni, Committee Chairman**
1. Committee Report
 2. (24-017) Resolution Authorizing the Appropriation of Motor Fuel Tax Funds for Phase II Engineering Services for the East Riverside Boulevard Project (Section 21-00624-00-RS)
Cost: \$750,000 C.B. District: 17, 20
 3. (24-018) Resolution Authorizing the Appropriation of Motor Fuel Tax Funds for Phase 1 Engineering Services for the Owen Center Road Project (Section 22-00712-00-SP)
Cost: \$380,000 C.B. District: 1, 5
 4. (24-019) Resolution Authorizing the Award of Bid for Resurfacing Miscellaneous Roads in Harlem Township (Section: 24-04000-02-GM)
Cost: \$ 171,878.19 (Township Funds) C.B. District: 7
 5. (24-020) Resolution Authorizing the Award of Bid for the Linden Road Widening and Resurfacing Project (Section: 23-00715-00-WR)
Cost: \$371,300.33 C.B. District: 9
 6. (24-021) Resolution Authorizing the Award of Bid for Bulk Rock Salt
Cost: \$ 1,076,040 (County) C.B. District: County Wide
\$ 1,254,864 (other Misc. agencies)
 7. (24-022) Resolution Authorizing an Agreement with CES for Professional Land Surveying Services on Roscoe Road (Section: 23-00719-00-SP)
Cost: \$13,500 C.B. District: 1, 2, 3
 8. (24-023) Ordinance Amending Chapter 50, Article IV of the Winnebago County Code and Adopting a Surface Water Management – Fee Schedule

Cost: \$N/A

C.B. District: County Wide

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

1. Committee Report
2. Resolution Awarding Inmate (and Detainee) Commissary, Banking and Food Services
3. Resolution Authorizing a Five-Year Agreement with Flock Group Inc. for the Deployment of License Plate Readers throughout Winnebago County

G. Legislative and Lobbying Committee.....**Jaime Salgado, Committee Chairman**

1. Committee Report

10. Unfinished BusinessChairman Joseph Chiarelli

**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, June 13, 2024

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
APRIL 25, 2024**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 25, 2024 at 6:00 p.m.
2. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Member Penney was absent.)

Chairman Chiarelli entertained a motion to allow remote access. Board Member Guevara made a motion to allow remote access for Board Member Penney, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Penney was absent.)

Board Members Penney joined at 6:03 p.m.

Chairman Chiarelli recognized and gave a moment of silence for Ruth Raxter, a longtime Winnebago County employee, who passed away last Friday.

3. Board Member Thompson gave the invocation and led the Pledge of Allegiance.
4. Agenda Announcements:

County Administrator Thompson announced there will be a brief presentation by Sheriff Caruana and Ashley Spohr is now the permanent Director of the Community Development Department.

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

5. Awards - Keith Fahreny, Deputy Michael Gambino and Cassidy Davenport
Presentations- Sheriff Caruana
Public Hearings - None
Public Participation -- None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Guevara made a motion to approve County Board Minutes of March 28, 2024 and layover County Board Minutes

of April 11, 2024, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present.

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for April 25, 2024. Board Member Hoffman made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member McCarthy. Motion was approved by a voice vote.

APPOINTMENTS

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

A. Twelve Mile Grove Cemetery, Annual Compensation: None

1. Gordon Dirksen (New Appointment), Pecatonica, Illinois, to serve 6-year term expiring May 2030
2. Mark Hazzard (New Appointment), Winnebago, Illinois, to serve 6-year term expiring May 2030

B. Cherry Valley Cemetery, Annual Compensation: None

1. Ryan Gordon (Reappointment), So. Beloit, Illinois, to serve 6-year term expiring May 2030
2. Christopher Nelson (Reappointment), Cherry Valley, Illinois, to serve 6-year term expiring May 2030

C. Durand Sanitary District, Annual Compensation: \$500

1. Ken Gibler (Reappointment), Durand, Illinois to serve a 3-year term expiring May 2027

D. Emergency Telephone System Board, Annual Compensation: None

1. Todd Stockburger (Reappointment), Rockford, Illinois, to serve a 3-year term expiring May 2027
2. Edward J. "E.J." Dilonardo (Reappointment), Roscoe, Illinois to serve 3-year term expiring May 2027

E. Four Rivers Sanitation Authority, Annual Compensation: \$6,000

1. Richard Mowis, (Reappointment), Rockford, Illinois, to serve a 3-year term expiring April 2027

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Authorizing Wage Increases for Non-Bargaining Unit Employees of the County of Winnebago, Illinois, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present.
10. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of Pending Litigation (Bettye Jackson, et al. v. Sheriff of Winnebago County, Illinois et al.), seconded by Board Member Thompson. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present.

ZONING COMMITTEE

11. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

12. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

13. Board Member McDonald made a motion to approve a Resolution to Approve Telecommunication Service Contract, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present.
14. Board Member McDonald made a motion to approve a Resolution Awarding Purchase to Replace Domestic Hot Water Source at Juvenile Detention Center Using CIP PSST Funds, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present.
15. Board Member McDonald read in for the first reading of an Ordinance Amending Section 14-68 (Dogs Running at Large) of the Animal Control Ordinance of Winnebago County, Illinois to be Laid Over. Board Member Sweeney 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 Member McDonald moved to approve, seconded by Board Member McCarthy. Discussion by Board Members Penney and Sweeney. Board Member Sweeney made a motion to amend the Ordinance, seconded by Board Member Crosby. Motion to amend was approved by a unanimous vote of all members present. Board Member McDonald made a motion to approve the Amended Ordinance, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present.

PUBLIC WORKS COMMITTEE

16. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

17. No Report.

LEGISLATIVE AND LOBBYING COMMITTEE

18. No Report.

UNFINISHED BUSINESS

19. None.

NEW BUSINESS

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

Board Member Nabors read an obituary for a former Board Member.

ANNOUNCEMENTS & COMMUNICATION

County Clerk Gummow thanked all involved in the March 2024 Election.

21. 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 a letter regarding Byron Station-Integrated Inspection Report 05000454/2023004 and 05000455/2023004.
 - a. Byron Station – Cyber Security Inspection Report 05000454/2024401 and 05000455/2024401
 - b. Federal Register/Vol. 89, No. 74/Tuesday, April 16, 2024/Notices
 - B. County Clerk Gummow received Monthly Reports from the Winnebago County Recorder's Office and Winnebago County Clerk's Office for March, 2024.

ADJOURNMENT

22. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:56 p.m.

Respectfully submitted,



Lori Gummow

County Clerk

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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
MAY 9, 2024**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 9, 2024 at 6:00 p.m.
2. Board Member Webster gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 16 Present. 4 Absent. (Board Members Arena, Booker, Butitta, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Penney, Salgado, Sweeney, Tassoni, Thompson and Webster. (Board Members Crosby, Fellars, Nabors, and Scrol were absent.)

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

5. Awards - Corrections Week Proclamation presented to Superintendent Kevin Ogden, Police Week Proclamation presented to Sheriff Caruana and Chief Deputy Rick Ciganek
- Presentations- None
- Public Hearings - None
- Public Participation – None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Guevara made a motion to approve County Board Minutes of April 11, 2024 and layover County Board Minutes of April 25, 2024, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Fellars, Nabors, and Scrol were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for May 9, 2024. Board Member Thompson made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member McCarthy. Motion was approved by a voice vote. (Board Members Crosby, Fellars, Nabors, and Scrol were absent.)

APPOINTMENTS

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

A. Cherry Valley Fire Protection District, Annual Compensation: \$4,500

1. Steve Schwartz (Reappointment), Cherry Valley, Illinois, to serve a 3-year term expiring May 2027

B. New Milford Fire Protection District, Annual Compensation: \$1,000

1. Robert Sickler (Reappointment), Rockford, Illinois, to serve a 3-year term expiring May 2027

C. North Park Public Water District, Annual Compensation: \$1,200

1. Todd Scott (Reappointment), Machesney Park, Illinois, to serve a 5-year term expiring May 2029

D. Northwest Fire Protection District, Annual Compensation: \$1,000

1. Matt Lawrence, (Reappointment), Machesney Park, Illinois, to serve a 3-year term expiring May 2027

E. Otter Creek Utility Board, Annual Compensation: None

1. Roger Allen, (Reappointment), Davis, Illinois, to serve a 5-year term expiring May 2029

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Authorizing a Cost-of- Living Adjustment (COLA) to the Salary for the Winnebago County Supervisor of Assessments, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Fellars, Nabors, and Scrol were absent.)

10. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Winnebago County Health Department to be Laid Over. Board Member Goral made a motion to suspend the rules, seconded by Board Member Salgado. Motion to suspend was approved by a voice vote. (Board Member Lindmark voted no.) (Board Members Crosby, Fellars, Nabors, and Scrol were absent.) Board Member Butitta moved to approve, seconded by Board Member Thompson. Discussion by Finance Director at the Winnebago County Health Department, Jim Keeler, Chief Financial Officer Schultz, and Board Members Goral, Arena, Sweeney, Penney,

Lindmark, and Webster. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Fellars, Nabors, and Scrol were absent.)

ZONING COMMITTEE

11. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

12. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

13. No Report.

PUBLIC WORKS COMMITTEE

14. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

15. Board Member Lindmark announced the Public Safety and Judiciary Committee will meet next Wednesday at 5:30.

LEGISLATIVE AND LOBBYING COMMITTEE

16. No Report.

UNFINISHED BUSINESS

17. **A. Winnebago County Community Mental Health Board Annual Compensation: None**

Board Member Arena made a motion to approve the New Appointment (as listed below), seconded by Board Member Webster. Motion was approved by a voice vote. (Board Members Goral and Hanserd voted no.) (Board Members Crosby, Fellars, Nabors, and Scrol were absent.)

1. Margie Lindmark (New Appointment), Roscoe, Illinois, to serve the remainder of a 4-year term expiring January 2028

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

19. 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 a letter regarding Byron Station-Integrated Inspection Report 05000454/2023004 and 05000455/2023004.

a. Byron Station, Unit1- Notification of NRC Baseline Inspection and Request for Information.

b. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos, 1 and 2-Audit Plan in Support of Review of License Amendment Request Regarding Revision of Technical Specifications 3.7.15, Spent Fuel Pool Boron Concentration,” 3.7.16, “Spent Fuel Assembly Storage, and 4.3.1: Fuel Storage, Criticality” (EPID L-2023-LLA-0136)

B. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:

a. Collateralization Report – March 31, 2024

b. Investment Report - as of March 31, 2024

c. Winnebago County Treasurer Bank Balances –March, 2024

d. Interest Report- As of March 31, 2024

Board Member Sweeney announced late last year he was nominated to the Quad Cities Regional Economic Development Authority and is looking for projects to present to the Board.

Board Member Goral thanked Chairman Chiarelli for being able to present a Holocaust Proclamation.

Board Member Booker reminded the Board of the Pec Thing, May 18th and 19th.

Board Member Lindmark reminded the Board of Police Week and recognized local enforcement.

ADJOURNMENT

20. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Guevera. Motion was approved by a voice vote. (Board Members Crosby, Fellars, Nabors, and Scrol were absent.)The meeting was adjourned at 6:30 p.m.

Respectfully submitted,



Lori Gummow
County Clerk

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CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
4 different organization for 4 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 |
| 31110 | 1 | American Legion Rifle Squad | 05/20/24-08/04/24 | \$3,000.00 |
| 31111 | 1 | Roscoe Lions Club | 06/01/24-09/08/24 | \$6,000.00 |
| 31112 | 1 | Winnebago-Boone Farm | 06/04/24-06/04/24 | \$1,000.00 |
| | | | | |
| | | | | |

| 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 |
| 31113 | 1 | 2 WHEEL INN | 05/24/24-06/09/2024 | \$900.00 |

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

This concludes my report, Deputy Clerk Lisa Nolley

LORI GUMMOW
Winnebago County Clerk

Date 23-May-24

County Board Meeting: 5/23/24

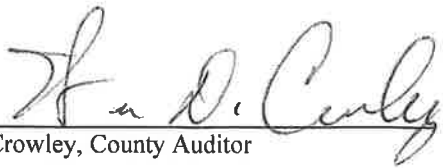
RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

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

| | <u>FUND NAME</u> | | <u>RECOMMENDED FOR PAYMENT</u> |
|-----|------------------------------------|----|--------------------------------|
| 001 | GENERAL FUND | \$ | 479,952 |
| 101 | PUBLIC SAFETY TAX | \$ | 43,466 |
| 103 | DOCUMENT STORAGE FUND | \$ | 50,601 |
| 105 | VITAL RECORDS FEE FUND | \$ | 552 |
| 106 | RECORDERS DOCUMENT FEE FUND | \$ | 9,095 |
| 109 | VICTIM IMPACT PANEL FEE | \$ | 800 |
| 111 | CHILDREN'S WAITING ROOM FUND | \$ | 17,485 |
| 114 | 911 OPERATIONS FUND | \$ | 53,951 |
| 115 | PROBATION SERVICE FUND | \$ | 16,754 |
| 116 | HOST FEE FUND | \$ | 12,061 |
| 126 | LAW LIBRARY | \$ | 26,976 |
| 128 | STATES ATTORNEY AUTOMATION FUND | \$ | 109 |
| 131 | DETENTION HOME | \$ | 54,845 |
| 141 | WINGIS GEOR INFO SYSTEM (CO SHARE) | \$ | 26,082 |
| 145 | FORECLOSURE MEDIATION FUND | \$ | 55 |
| 155 | MEMORIAL HALL | \$ | 398 |
| 156 | CIRCUIT CLERK ELECTRONIC CITATION | \$ | 12,761 |
| 158 | CHILD ADVOCACY PROJECT | \$ | 1,562 |
| 161 | COUNTY HIGHWAY | \$ | 219,353 |
| 163 | FEDERAL AID MATCHING FUND | \$ | 181,939 |
| 164 | MOTOR FUEL TAX FUND | \$ | 16,200 |
| 165 | TOWNSHIP HIGHWAY FUND | \$ | 33,613 |
| 169 | HIGHWAY REBUILD IL GRANT | \$ | 19,364 |
| 185 | HEALTH INSURANCE | \$ | 720 |
| 194 | TORT JUDGMENT & LIABILITY | \$ | 5,323 |
| 196 | MENTAL HEALTH TAX FUND | \$ | 1,702,202 |
| 218 | BAXTER ROAD TIF FUNDS | \$ | 1,128 |
| 301 | HEALTH GRANTS | \$ | 117,104 |
| 302 | SHERIFF'S DEPT GRANTS | \$ | 84 |
| 304 | PROBATION GRANTS | \$ | 77,453 |
| 309 | CIRCUIT COURT GRANT FUND | \$ | 5,686 |
| 313 | AMERICA RESCUE PLAN | \$ | 209,610 |
| 314 | CJCC GRANTS FUND | \$ | 1,044 |
| 401 | RIVER BLUFF NURSING HOME | \$ | 238,517 |
| 410 | ANIMAL SERVICES | \$ | 45,797 |
| 420 | 555 N COURT OPERATIONS FUND | \$ | 4,762 |
| 430 | WATER FUND | \$ | 9,655 |
| 501 | INTERNAL SERVICES | \$ | 1,239 |
| 710 | ANIMAL SERVICES DONATION FUND | \$ | 33,150 |
| 743 | CAPITAL PROJECTS FUND | \$ | 115,416 |
| 748 | 2012F ALTERNATE REVENUE BONDS | \$ | 5,519 |
| | TOTAL THIS REPORT | \$ | <u>3,852,383</u> |

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 23rd day of May 2024 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

Appointments

Reports of Standing Committees

ZONING COMMITTEE



County of Winnebago

404 Elm Street | Rockford, IL 61101

Executive Summary

Date: May 13, 2024
To: Chairman and Members of the ZBA and ZC
Item: TA-01-24: An Ordinance Amending the Unified Development Ordinance (UDO) Regarding Commercial Wind Power Generating Facilities / Wind Farms (aka Commercial Wind Energy Facilities) and Solar Farms (aka Commercial Solar Energy Facilities)
Prepared by: Planning & Zoning Staff, Regional Planning & Economic Development Department

Governing Statute(s): State of Illinois Counties Code, 55 ILCS 5/5 - 12020.

Review Comments: The General Assembly enacted legislation on January 27, 2023 with regard to commercial wind energy facilities and commercial solar energy facilities. More specifically, 55 ILCS 5/5 - 12020 [“the Statute”] requires that any county with an existing zoning ordinance that is in conflict with the new legislation to be amended to be in compliance with Statute. This Statute (55 ILCS 5/5 - 12020 (b)), however, expressly prohibits the County’s updated ordinance from including requirements for commercial wind energy facilities or commercial solar energy facilities that are more restrictive than those specified within Statute.

To that end, Staff -on behalf of and as directed by the County Board (see attached Resolution)-drafted, with consultation from the States Attorney’s Office, the attached Ordinance with language replacing or otherwise modifying corresponding sections in the Unified Development Ordinance of Winnebago County [“the Ordinance”]. There are, however, some regulations that were maintained when not in conflict with State Law such as continuing to allow both wind and solar as permitted uses. Overall, the proposed Ordinance aims to be in parity with the directives of the State Law, thus making most of the language contained within it mandatory.

Recommendation: The Zoning Board of Appeals and Zoning Committee should both make a recommendation for the County Board’s consideration of the hereto attached Ordinance, which thereby will enable the County Board to ultimately approve, approve with modifications or deny the proposed Ordinance.

CC: Winnebago County Board

Attachments: An Ordinance Amending the Unified Development Ordinance (UDO) Regarding Commercial Wind Power Generating Facilities / Wind Farms (aka Commercial Wind Energy Facilities) and Solar Farms (aka Commercial Solar Energy Facilities)

Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendments Regarding Commercial Wind Power Generating Facilities /Wind Farms (aka Commercial Wind Energy Facilities) and Solar Farms (aka Commercial Solar Energy Facilities)

PRELIMINARY

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

SUBMITTED BY: ZONING COMMITTEE

SPONSORED BY: JIM WEBSTER

2024CO _____

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE (UDO)
REGARDING COMMERCIAL WIND POWER GENERATING FACILITIES / WIND
FARMS (AKA COMMERCIAL WIND ENERGY FACILITIES) AND SOLAR FARMS
(AKA COMMERCIAL SOLAR ENERGY FACILITIES)**

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

WHEREAS, amendments may be made to Chapter 90 of the Winnebago County Code; and

WHEREAS, the Winnebago County Zoning Board of Appeals (ZBA) held a public hearing regarding the proposed amendment(s) after notice in the newspaper, as directed by the County Board and pursuant to State Law; and

WHEREAS, the County Board of the County of Winnebago, Illinois has reviewed and considered the testimony presented at the public hearing held by the ZBA and the ZBA's and Zoning Committee's recommendations, and hereby reluctantly agrees to replace their current regulations in the UDO pertaining to commercial wind power generating facilities / wind farms (aka commercial wind energy facilities) and solar farms (aka commercial solar energy facilities) with language -as mandated by the State of Illinois- that is consistent with State Law, 55 ILCS 5/5-12020, hence, effectively limiting the County's ability to self-regulate said land uses.

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Winnebago, Illinois that the specific sections, noted below, of Chapter 90 (known as the Unified Development Ordinance) of the Winnebago County Code of Winnebago County, IL be amended as follows:

The phrase [TEXT OMITTED] signals that text, which does not appear in this Amendment, appears in the corresponding section of the Ordinance which is unaltered by this Amendment and remains in full force and effect.

~~xx~~ / ~~xx~~ = text stricken / deleted ~~xx~~ / ~~xx~~ = new text added xx / ~~xx~~ / xx = existing text / unchanged

~~xx~~ = text stricken / deleted by ZBA

xx = new text added by ZBA

Article 1, Sec. 1.10 Exempted Uses

The following uses are exempted by this Ordinance and permitted in any zoning district: Poles, towers, wires, cables, conduits, vaults, laterals, pipes, mains, valves, or any other similar distributing equipment for telephone or other communications, electric power, gas, water and sewer lines, except cell towers, solar panels or wind ~~turbines~~towers; provided that the installations shall conform to Federal Communications Commission and Federal Aeronautics Administration rules and regulations and the regulations of other authorities having jurisdiction.

[TEXT OMITTED]

Article 7, Sec. 7.6 Permitted and Special Uses

7.6.1 Use Table

[TEXT OMITTED]

| TABLE 7.1: AGRICULTURAL AND OPEN SPACE DISTRICTS PERMITTED AND SPECIAL USES | | | | | |
|--|----------|----------|-----|----|---------------------------------------|
| USE | AG | A-1 | A-2 | OS | USE STANDARD |
| [TEXT OMITTED] | | | | | |
| INDUSTRIAL | | | | | |
| Solar Farm <u>Commercial Solar Energy Facility</u> | <u>P</u> | <u>P</u> | P | | <u>Section 15.3.28 and Article 17</u> |
| [TEXT OMITTED] | | | | | |
| Wind Power Generating Facility (Commercial)- <u>Commercial Wind Energy Facility</u> | P | P | P | | <u>Section 15.3.31 and Article 17</u> |
| [TEXT OMITTED] | | | | | |

Article 7, Sec. 7.7 Bulk and Yard Standards

7.7.1 Bulk and Yard Standards Table

Table 7.2: Agricultural and Open Space Districts Bulk and Yard Standards contains the bulk and yard standards for the agricultural and open space districts, except that, as to Commercial Wind Energy Facility and Commercial Solar Energy Facility, any less restrictive standards set forth in this Ordinance, and in conflict with this Section, shall apply.

[TEXT OMITTED]

Article 10, Sec. 10.5 Industrial Districts Use Table

10.5.1 Use Table

[TEXT OMITTED]

| Table 10.1: INDUSTRIAL DISTRICTS PERMITTED AND SPECIAL USES | | | | |
|---|------------|------------|------------|---------------------------------------|
| Industrial Districts | | | | |
| | I-L | I-G | I-H | USE STANDARDS |
| [TEXT OMITTED] | | | | |
| INDUSTRIAL USES (INCLUDING SELECT AGRICULTURAL USES) | | | | |
| [TEXT OMITTED] | | | | |
| <u>Commercial Solar Energy Facility</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>Section 15.3.28 and Article 17</u> |
| <u>Commercial Wind Energy Facility</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>Section 15.3.31 and Article 17</u> |
| [TEXT OMITTED] | | | | |

Article 10, Sec. 10.6 Industrial Districts Bulk and Yard Standards

10.6.1 Bulk and Yard Standards Table

Table 10.2: Industrial Districts Bulk and Yard Standards contains the bulk and yard standards for the industrial districts, except that, as to Commercial Wind Energy Facility and Commercial Solar Energy Facility, any less restrictive standards set forth in this Ordinance, and in conflict with this section, shall apply. In addition, all uses within the Industrial Districts must comply with all federal, state and local laws regarding the activities conducted on-site.

[TEXT OMITTED]

Article 15, Sec. 15.3. Use Standards

15.3.28 Solar Farm

See Article 17 for Commercial Solar Energy Facility standards.

~~A. Solar panels shall be erected no less than two fifty (50) feet from any property line. All other structures must meet district yard requirements.~~

~~B. The borders of the property shall be secured with a fence or wall at least six (6) feet in height.~~

~~C. On-site power lines shall be placed underground to the maximum extent possible.~~

Article 15, Sec. 15.3. Use Standards

15.3.31 Wind Power Generating Facility

See Article 17 (~~Wind Power Generating Facility~~) for Commercial Wind Energy Facility standards.

ARTICLE 17: COMMERCIAL WIND ~~POWER GENERATING~~ENERGY FACILITIES AND COMMERCIAL SOLAR ENERGY FACILITIES

[TEXT OMITTED]

Article 17, Sec. 17.1. Purpose of Article

The regulations set forth in this Article are intended to promote the health, safety, welfare, and morals of the residents of Winnebago County by establishing specific criteria for the siting, construction, maintenance, and decommissioning of Commercial Wind ~~Power Generating~~ Energy Facilities ("WPGF"), and Commercial Solar Energy Facilities, and facilities attendant thereto, consistent with 55 ILCS 5/5-12020.

Article 17, Sec. 17.2. Applicability

This Article, consistent with 55 ILCS 5/5-12020, shall provide the exclusive method for determining the eligibility of any Commercial Wind ~~Operated Energy Device~~ (commercial service) or Wind Power Generating Energy Facility and Commercial Solar Energy Facility, established for the purpose of producing electricity for sale to third parties

Article 17, Sec. 17.3. Permitted Use

A Commercial Wind ~~Power Generating Facility~~ Energy Facility and Commercial Solar Energy Facility shall be considered a permitted use in the AG, A-1 and A-2 districts as set forth in Article 7, if it meets all of the criteria set forth in this Article and any conditions imposed under Illinois and Federal statutes and regulations. A Commercial Wind Energy Facility and Commercial Solar Energy Facility shall also be considered a permitted use in the IL, IG, and IH Districts as set forth in Article 10, if it meets all of the criteria set forth in this Article and any conditions imposed under Illinois and Federal statutes and regulations. However, although said uses are a permitted use in said districts, the Zoning Board of Appeals (ZBA) shall conduct a public hearing within sixty (60) calendar days of the filing of a complete siting application, submitted in accordance with law and Section 17.4 (the items listed therein), for a Commercial Wind Energy Facility and/or Commercial Solar Energy Facility. Notice of the hearing shall be published in a newspaper of general circulation in the county. The parties shall be given an opportunity to present evidence and to cross-examine witnesses at the public hearing, subject to reasonable time limitations set at the discretion of the ZBA at said

hearing. The ZBA shall also allow public comment at the hearing in accordance with the Illinois Open Meetings Act. Said hearing shall be transcribed verbatim at the applicant's expense, and a copy of the transcribed hearing shall be provided to the County no later than forty-eight (48) hours prior to the Zoning Committee's consideration. And ultimately, the County Board shall make its siting decision -with consideration of the evidence (presented at the public hearing) and verbatim transcript of hearing -not more than thirty (30) calendar days after the conclusion of the ZBA's public hearing. The County shall approve the request for siting approval, or modification of an approved siting, if the request is in compliance with the standards and conditions imposed in 55 ILCS 5/5-12020, this zoning ordinance adopted consistent with 55 ILCS 5/5-12020, and the conditions imposed under State and Federal statutes and regulations. For clarification purposes, should County Board site approval be obtained, their approval does not waive one from complying with all applicable codes and ordinances as well as obtaining the permits noted hereafter in Section 17.4. or any other permits that may be required by State, Federal or local law.

Article 17, Sec. 17.4. Permits and Zoning Clearance Required

- A. No Commercial Wind Energy Facility or Commercial Solar Energy Facility ~~wind turbine or WPGF~~ ~~subject to the requirements of this Article~~ shall be constructed within the County unless zoning clearance, building permits, and approval pursuant to the requirements of this Article have first been obtained by the facility owner ~~or operator~~ authorizing the construction of such facility.

[TEXT OMITTED]

- C. Any material modification of the Commercial Wind Energy Facility ~~WPGF~~ and/or Commercial Solar Energy Facility after the issuance of siting approval and zoning clearance shall require a modification of the site approval and said clearance, ~~subject to review for compliance with the provisions of this Article, and~~ accompanied by the requisite fee. A public hearing shall be held on the application for modification in accordance with the procedure set forth in Section 17.3 of this Ordinance and 55 ILCS 5/5-12020, as may be amended from time to time. Non-material modifications shall not require a site approval ~~clearance~~ modification. The determination as to whether a modification is material for purposes of this Section shall be made by the Planning and Zoning Officer, in said officer's sole but reasonably exercised discretion.

- D. The permit application shall contain, at a minimum, all the following information:

- 1. A narrative statement describing the proposed project, including:

- a. An overview of the project;
- b. The name and current address of the applicant and facility owner, and state (or country) of incorporation or organization (as applicable).
- c. The location of the project in general terms;

d. As to a Commercial Wind Energy Facility, The approximate nameplate generating capacity of the project;

e. As to a Commercial Wind Energy Facility, The number of wind turbines to be included within the project;

f. The type (manufacturer), hub height, blade diameter, and nameplate capacity of the wind turbines to be included in the project;

g. A general description of ancillary facilities;

h. An executed copy of an agricultural impact mitigation agreement between the Facility Owner and the Illinois Department of Agriculture; and

i. Evidence of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under the Illinois State Agency Historic Resources Preservation Act.

~~2. Evidence of agreement with the owners of all property within the project area indicating that the facility owner or operator has the authority to apply for a permit pursuant to this Article and has site control over all such areas for the relevant period of operation, including access easements, utility easements and site leases.~~

~~3.2.~~ Specific identification of all properties on which the commercial wind energy facility WPGF and or the commercial solar energy facility will be located. For purposes of this Section, identification shall be deemed satisfactory if it lists, for all parcels within the project area:

[TEXT OMITTED: a.- d.]

~~4. Specific identification of all properties adjacent to the commercial wind energy facility WPGF project area. For purposes of this Section, identification shall be deemed satisfactory if it lists, for all parcels within the project area:~~

~~a. Name(s) of owner(s) of record; and either~~

~~b. Property tax identification number(s); or~~

~~c. Legal description(s).~~

~~5.3.~~ A site plan prepared by a professional engineer or land surveyor licensed in the State of Illinois with at least ten (10) years of experience doing comparable work, showing at a minimum, the location and layout of each of the following: in compliance with the requirements set forth in Article 4.

~~a. Wind turbines~~

~~b. Ancillary facilities.~~

~~c. Property lines within the project area.~~

~~d. Applicable setback lines.~~

~~e. Lines delineating distances of one hundred ten percent (110%) the turbine height and one thousand two hundred (1,200) feet as measured from the nearest point on the outside edge of a wind turbine tower.~~

~~f. Access driveways and vehicular use areas.~~

~~g. Substation(s), if any.~~

~~h. Transmission lines, whether above-ground or buried.~~

~~i. All occupied buildings that are either (i) within the project area; or (ii) outside of the project area, but within one thousand two hundred (1,200) feet of any wind turbine.~~

~~j. A topographic map of all property within the project area, and for a distance of no less than one thousand two hundred (1,200) feet of land surrounding the project area.~~

~~k. Boundaries of subject leased area for siting of wind turbine and/or ancillary facilities, if applicable.~~

~~l. Operation and maintenance building(s), if applicable.~~

~~6.4. As to a Commercial Wind Energy Facility, a decommissioning plan prepared by a professional engineer licensed in the State of Illinois, in compliance with the requirements of Section 17.10, and setting forth:~~

~~a) the estimated deconstruction/decommissioning cost per turbine, in current dollars at the time of filing, for the commercial wind energy facility, taking into account, among other things:~~

~~i) the number of wind turbines and related commercial wind energy facilities involved;~~

~~ii) the original construction costs of the commercial wind energy facilities;~~

~~iii) the size and capacity of the wind turbines;~~

~~iv) the salvage value of the commercial wind energy facilities; and~~

~~v) the construction method and techniques for the wind turbines and other commercial wind energy facilities; and~~

~~b) a comprehensive detailed description of how the commercial wind energy facility owner plans to pay for the decommissioning of the commercial wind energy facility.—the proposed method of decommissioning and establishing an estimate of the total cost of decommissioning in compliance with the requirements of Section 17.9.~~

~~7. Design specifications for any proposed wind turbines, including:~~

~~a. Certificates of design compliance written in English obtained by the manufacturer from Underwriters Laboratories, Det Norske Veritas, Germanischer Lloyd Wind Energies, or other similar certifying organizations.~~

~~b. Proof of redundant braking systems in compliance with Section 17.5.3.D.~~

~~c. Stamped engineered drawings of all proposed structures.~~

~~8. A sound level study conducted by an engineer licensed in the State of Illinois with significant experience conducting these studies who can confirm/certify that the site plan will comply with the Illinois Pollution Control Board regulations.~~

~~9. A baseline electromagnetic interference study, or a plan for conducting same, for purposes of determining levels of interference with electromagnetic signals, if any, attributable to the construction of the commercial wind energy facility WPGF. Said study shall be conducted and certified by a professional electrical engineer, licensed in the State of Illinois.~~

5. As to a Commercial Solar Energy Facility, a decommissioning plan prepared by a professional engineer licensed in the State of Illinois, in compliance with the requirements set forth in Section 17.11, and setting forth:

a) the estimated Decommissioning cost, in current dollars at the time of filing, for the Commercial Solar Energy Facility, considering, among other things:

i. the number of solar panels, racking, and related facilities involved;

ii. the original construction costs of the Commercial Solar Energy Facility;

iii. the size and capacity, in megawatts of the Commercial Solar Energy Facility;

iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs);

v. the construction method and techniques for the Commercial Solar Energy Facility and for other similar facilities; and

b) a comprehensive, detailed description of how the Facility Owner plans to pay for the decommissioning of the Commercial Solar Energy Facility.

~~10. 6.~~ An identification of all state and local public roads within the project area and all other transportation routes located within the Winnebago County that will be used to get to the project area.

~~11. 7.~~ Copies of signed waivers for any property owner who has waived any setback requirement pursuant to Section ~~17.6.~~ 17.7.

~~12. Proof of an approved interconnection agreement with the regional transmission organization (RTO) in charge of such applications. In the alternative, applicant may submit proof of filing a request for interconnection, along with the expected date of a final agreement. Provided, building permits shall not be issued until proof of an approved RTO is provided to the County.~~

~~13. Wildlife/avian study(ies) pursuant to Section 17.5.7.~~

14.8. A Natural Resource Inventory Report (NRI) of the project area to be completed by the Winnebago County Soil and Water Conservation District.

~~15.9. Evidence that the~~ The results and recommendations relating to the Commercial Wind Energy Facility's WPGF's project (project area) and/or the Commercial Solar Energy Facility's project (project area) from has been submitted to the Illinois Department of Natural Resources (IDNR) that are obtained through the for their review and consultation under their Ecological Compliance Assessment Tool (EcoCAT) Process (a.k.a. Agency Action Report) or a comparable successor tool. The applicant must adhere to all of the recommendations of the IDNR in the EcoCAT natural resource review report.

~~16.10.~~ Evidence that the Commercial Wind Energy Facility's and/or Commercial Solar Energy Facility's WPGF's project (project area) has been submitted to the US Department of Interior, Division of Fish and Wildlife Service, for their review and consultation.

~~17. Evidence pursuant to Section 17.6.8.H. (Bird and Bat Migrations Paths).~~

~~18. A letter or similar from the County Engineer or his assignee that indicates Section 17.5.9 (Use of Public Roads) has been adhered to and/or complied with.~~

~~Notwithstanding the foregoing, the County Planning and Zoning Officer or Building Officer may request such additional information relevant to the application as the administrator may deem necessary. Applicant shall further comply with all applicable, federal, state and local permitting requirements which may be imposed by administrative bodies other than the County which have jurisdiction over the commercial wind energy facility WPGF. Such requirements may include, but are not limited to, the Migratory Bird Treaty Act, the Endangered Species Act, the Bald and Golden Eagle Act, the Fish and Wildlife Coordination Act, and all rules and regulations established by the Federal Aviation Administration and Environmental Protection Agency. The appropriate governing agency or unit of government is responsible for the enforcement of such regulations. However, the County may at any time request information confirming compliance with any such requirements.~~

11. As to a Commercial Solar Energy Facility, a vegetation management plan that is consistent with any guidelines adopted by the IDNR for such plans and consistent with agricultural impact mitigation agreement, inclusive of a vegetative ground cover that is consistent with the goals of the Pollinator-friendly Solar Site Act. A vegetation management plan does not need to be submitted for a Commercial Wind Energy Facility, unless otherwise required by State or Federal law or regulation or the agricultural impact mitigation agreement.

12. A Commercial Wind Energy Facility and/or a Commercial Solar Energy Facility shall file a drainage plan with the County and drainage district, if applicable, for County review and approval by the County Engineer. The plan is to be created independently by the facility developer in accordance with all applicable codes and ordinances, inclusive of any procedures outlined in the agricultural mitigation agreement.

~~E. Upon receipt of the completed application, the Planning and Zoning Officer shall apprise the Zoning Committee of the County Board within seven (7) days of the receipt of the completed application. The County Planning and Zoning Officer will determine whether the application complies with the standards set forth herein, and, if so, shall issue the required zoning clearance(s). In the event that the application is deemed insufficient, the Planning and Zoning Officer shall specify the nature of the deficiency, and the applicant shall be allowed to provide any additional information required within one (1) year of the date of the initial application in order to complete the application.~~

~~F. Construction shall be commenced on the commercial wind energy facility WPGF within one (1) year after the date the permit is issued. Provided, however, that in the event of a force majeure event, such as strike, act of war or terrorism, natural disaster, pending litigation, or other event which results in the commencement of the project being inadvisable or impossible, the period for construction shall be tolled from the commencement of such event until the conclusion of said event.~~

~~G. Thirty (30) days prior to the commencement of any construction for which a building permit was issued first class mail notice by the applicant or owner shall be provided to the owners of all of the properties identified in Section 17.4.D.4.~~

Article 17, Sec. 17.5 Design and Installation

~~17.5.1 Design Safety Certification. The design of the WPGF shall conform to applicable industry standards, including those of the American National Standards Institute, as such standards exist as of the date construction is commenced. The facility owner or operator shall submit certificates written in English of design compliance obtained by the equipment manufacturers from Underwriters Laboratories, Det Norske Veritas, Germanisheer Lloyd Wind Energies, or other similar certifying organizations.~~

~~17.5.2~~ **17.5.1 Uniform Construction Code** The Commercial Wind Energy Facility WPGF and/or Commercial Solar Energy Facility shall comply with all applicable building and construction codes.

~~17.5.3 Turbine Requirements~~ All wind turbines shall comply with the requirements set forth in this paragraph.

~~A. All wind turbines shall be newly manufactured as of the date of installation.~~

~~B. No experimental or prototype wind turbines shall be allowed, unless a special use is applied for and granted pursuant to Section 4.3.~~

~~C. All wind turbine towers shall be tubular in shape, and be self-supporting.~~

~~D. Controls and Brakes: All WPGFs shall be equipped with a redundant braking system. This includes both aerodynamic over-speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for over-speed protection.~~

~~17.5.4~~ **17.5.2 Electrical Components** All electrical components of the Commercial Solar Energy Facility and/or wind tower of a Commercial Wind Energy Facility shall comply with the National Electrical Code, the National Electrical Safety Code, the Illinois Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors. ~~WPGF shall conform to applicable local, state and national codes, and applicable international standards.~~ This includes, but is not limited to, all required safety lighting.

17.5.3 Shadow Flicker A wind tower of a commercial wind energy facility must be sited in a manner such that industry standard computer modeling demonstrates that any occupied community building or nonparticipating residence will not experience more than thirty (30) hours per year of shadow flicker under planned operating conditions.

17.5.5.4 Engineer's Certificate An engineer's certificate shall be completed by a structural engineer, licensed in the State of Illinois, certifying that the tower and foundation of the wind turbines are compatible with, and are appropriate for the particular model of wind turbine used, and that the specific soils at the site can support the wind turbine.

~~17.5.6~~ **17.5.5 Aesthetics**

[TEXT OMITTED: A.- C.]

~~D. Tower lighting for a Commercial Wind Energy Facility shall conform to all applicable FAA regulations but shall use the least intrusive amount of lighting possible. Flashing lights may be required by FAA regulations. Wind turbines shall not be artificially lighted, except to the extent required by the Federal Aviation Administration or other applicable regulatory authorities.~~

E. On-site transmission and power lines ~~between~~ for wind turbines and solar panels shall, to the maximum extent practicable, be placed underground, shall reach the property line, and shall be located and/or constructed in such a way as to minimize disruption to the property's primary purpose as well as to facilitate the interconnection of other Commercial Wind ~~Power-Generating~~ Energy Facilities or Commercial Solar Energy Facilities.

F. Non-essential appurtenances shall not be affixed to any wind turbine or solar panel, including, but not limited to, cellular or radio antennae.

[TEXT OMITTED]

H. Any guy wires and their anchors, if any, shall be placed out of cropland, pastureland and hayland, placing them instead along existing utilization lines and on land not used for row crops, pasture or hay, but only to the extent feasible. Where this is not feasible,

best efforts shall be made to minimize guy wire impact on cropland. All guy wires shall be shielded with highly visible guards.

17.5.7 Wildlife/Avian Survey and Mitigation Plan

A. Applicant shall commission and submit to the Planning and Zoning Officer at time of permit application a wildlife assessment (impact study), conducted by a qualified wildlife expert having no less than ten (10) years of experience conducting wildlife assessments, indicating possible risks to local wildlife, habitat, and migratory birds. Additionally, Applicant shall consult with the Illinois Department of Natural Resources regarding the WPGF's potential impact on local wildlife. Applicant's wildlife expert shall also develop a mitigation plan, if applicable, that mitigates risks to wildlife, migratory birds and affiliated habitat raised by the Illinois Department Natural Resources (IDNR), the US Department of Interior, Division of Fish and Wildlife Service's (USFWS), and/or the County's wildlife expert's comments/recommendations as detailed in the paragraphs below. A copy of said mitigation plan shall be submitted to the Planning and Zoning Officer at time of permit application. The submitted mitigation plan (including any recommendation(s) listed therein) shall be subject to the same enforcement powers of the regulations listed herein under this article, unless recommendation(s) is waived in part or full by a supermajority vote of the County Board.

B. More specifically, the applicant shall submit the wildlife assessment/impact study and mitigation plan (if applicable) to the Illinois Department of Natural Resources (IDNR) for their review and consultation and to the US Department of Interior, Division of Fish and Wildlife Service (USFWS), for their review and consultation. Should IDNR or USFWS choose to comment on said herein, all comments shall be forwarded to the Planning and Zoning Officer in writing.

C. If IDNR or USFWS determines that the submitted mitigation plan is insufficient to effectively address the risk to local wildlife and habitat or the County needs clarification on any study, plan, or comment herein referred to in this Section or no IDNR or USPWS comments are provided to the Planning and Zoning Officer, then County may select and hire a qualified wildlife expert having no less that than ten (10) years' experience conducting wildlife assessments (impact studies) and mitigation plans to review the wildlife assessment (impact study) and mitigation plan submitted by the Applicant. All costs associated with the wildlife expert selected and hired by the County shall be paid for by the Applicant. Should it be found by the County's wildlife expert that the mitigation plan is deficient, such deficiency shall be addressed by the applicant's wildlife expert to the satisfaction of the County's wildlife expert. Moreover, should the County's wildlife expert find that the mitigation plan (or the lack of a mitigation plan) by applicant's wildlife expert not to be acceptable, then the applicant shall mitigate the wildlife concern(s) in accordance to the recommendations of County's wildlife expert. The mitigation plan (including any recommendation(s) listed therein) shall be subject to the same enforcement powers of the regulations listed herein under this article, unless recommendation(s) is waived in part or full by a supermajority vote of the County Board.

17.5.86 Climb Prevention/Locks

A. Wind turbines shall not be climbable up to a height of at least fifteen (15) feet above ground surface.

B. All access doors to wind turbines and electrical equipment shall be locked or fenced, as appropriate, to prevent entry by non-authorized persons.

17.5.9 17.5.7 Use of Public Roads

A. Prior to the issuance of a zoning clearance and building permit ~~for any component of a WPGF~~, the facility owner or operator shall provide to the County Engineer:

1. A transportation plan prepared and certified by a professional engineer licensed in the State of Illinois ~~for a minimum of ten years performing comparable work~~, identifying by jurisdiction all state and local public roads to be used within the County to transport equipment and parts for construction, detailing expected load weights and frequency, and any improvements deemed necessary for roadbeds, surfaces, or other facilities which are expected to require modification or improvement prior to construction, and the proposed repair and/or reconstruction work expected to be necessary after construction is completed (the "Transportation Plan");

2. An engineering study certified by a professional engineer licensed in the State of Illinois ~~for a minimum of ten years performing comparable work~~, documenting road conditions for any roads included in the Transportation Plan prior to construction. While the Transportation Plan may indicate any road or highways that are under the State of Illinois and the Illinois State Toll Highway Authority jurisdiction, permits for the use of those roads/highways need not be submitted to the County Engineer. Whether the requirements of the engineering study and submission of road/highway permits are satisfied shall be determined solely by the Winnebago County Engineer; and

[TEXT OMITTED]

B. After receipt of the Transportation Plan, but prior to issuance of a zoning clearance and building permit for any component of a Commercial Solar Energy Facility and/or a Commercial Wind Energy Facility ~~WPGF~~, the facility owner and operator shall enter into an agreement with County of Winnebago through the County Engineer and provide documentation evidencing approval by any other public entity having jurisdiction over a road or highway that is identified in the Transportation Plan or Safety Plan (excepting permits for the use of any road or highways that are under the State of Illinois and the Illinois State Toll Highway Authority) for the purposes of ensuring a safe and orderly construction phase. Said agreement shall include the following material provisions:

[TEXT OMITTED: 1.- 4.]

5. The facility owner shall be responsible for (i) the reasonable cost of improving roads used by the facility owner to construct the commercial wind energy facility or the commercial solar energy facility and (ii) the reasonable cost of repairing roads used by the facility owner during construction of the commercial wind energy facility or

the commercial solar energy facility so that those roads are in a condition that is safe for the driving public after the completion of the facility's construction. Roadways improved in preparation for and during the construction of the commercial wind energy facility or commercial solar energy facility shall be repaired and restored to the improved condition at the reasonable cost of the developer if the roadways have degraded or were damaged as a result of construction-related activities.

~~5.~~ **6.** Such other and further terms which the County Engineer may require in his/her sole, but reasonably exercised, discretion.

~~17.5.10~~**17.5.8** **Emergency Services** The facility owner or operator shall, prior to commencement of construction:

[TEXT OMITTED]

- B.** Cooperate with request from emergency service providers and first responders to develop and coordinate implementation of an emergency response plan for the WPGF-Commercial Wind Energy Facility and/or Commercial Solar Energy Facility.
- C.** Register the WPGF-Commercial Wind Energy Facility and/or Commercial Solar Energy Facility with the local 911 operator.

~~17.5.11~~**17.5.9** **Fire Prevention** Facility owner and operator shall, at all times during construction and operation ~~of the WPGF~~:

[TEXT OMITTED: A. - C.]

~~17.5.12~~**17.5.10** **Waste Management** Facility owner and operator shall, at all times during construction and operation ~~of the WPGF~~:

A. Solid Waste All solid waste generated in conjunction with the construction or operation ~~of the WPGF~~ shall be removed from the project area in a timely fashion and disposed of off-site in an appropriate manner.

B. Hazardous Waste Any hazardous waste generated in conjunction with the construction or operation ~~of the WPGF~~ shall be removed from the project area and disposed of consistent with applicable Federal, State, and local requirements for such materials.

~~17.5.13~~**17.5.11** **Septic and Well** Any buildings constructed ~~within the WPGF~~ which use water or discharge waste shall comply with existing well and septic requirements as required by the Winnebago County Health Department and the State of Illinois Department of Public Health.

~~17.5.14~~**17.5.12** **Access Driveways and Vehicular Use Areas** All access driveways and other vehicular use areas ~~incident to any WPGF or ancillary facility~~ shall be located entirely upon private easements or leaseholds, and shall be the sole responsibility of the facility owner and/or operator to maintain. To the maximum extent practicable, all such driveways and vehicular use areas shall be located in such a way as to minimize the

disruption to the property's primary purpose. Notwithstanding anything to the contrary contained herein, or in any other provision of this Ordinance, said access driveways and vehicular use areas may be of a gravel base and surface for a Commercial Wind Energy Facility. ~~Provided~~, all access driveways shall be maintained at all times in good repair and accessible by emergency vehicles. A Commercial Solar Energy Facility's access driveway and vehicular use areas, however, shall comply with Section 23.8.4, including any other design provisions within Article 23.

17.5.13 Drainage A Commercial Wind Energy Facility and/or a Commercial Solar Energy Facility shall comply with all applicable drainage / surface water management / stormwater control codes and ordinances, inclusive of any procedures outlined in the agricultural mitigation agreement.

17.5.14 Fencing A Commercial Solar Energy Facility's perimeter shall be enclosed by fencing, out of the required front yard, having a height of at least six (6) feet or higher if allowed by 55 ILCS 5/5-12020 as may be amended from time to time.

17.5.15 Height No component of a ~~Commercial Solar Energy Facility~~ solar panel shall have a height of more than twenty (20) feet above ground, including when the solar energy facility's arrays are at full tilt. Height of other solar components for a Commercial Solar Energy Facility shall be established at time of site approval by County Board. Wind tower (inclusive of turbine, nacelle and blades) height for a Commercial Wind Energy Facility shall **also** be established at time of site approval by County Board. Buildings, **however**, for a Commercial Wind Energy Facility and/or a Commercial Solar Energy Facility shall comply with the affiliated district regulations.

17.5.16 Lot Frontage on a Public Road and Lot Area The parcel of land on which the Commercial Wind Energy Facility and/or a Commercial Solar Energy Facility will be constructed on shall consist of at least thirty-three (33) feet of lot frontage on a public road. Minimum lot area for Commercial Wind Energy Facility and/or a Commercial Solar Energy Facility shall comply with the affiliated district regulations.

~~**17.5.15 Memorandum of Use**~~ The owner of any property upon which a wind turbine or ancillary facility is located shall cause to be recorded with the Office of the Recorder of Winnebago County a Memorandum of Use, or similar document, clearly indicating that a wind turbine or ancillary facility is located on the parcel, including a brief description of the type, number, and general location of said structures. No separate survey shall be required by this subsection. A Memorandum of Lease or Easement Agreement recorded with the Office of the Recorder of Winnebago County shall be deemed sufficient to satisfy the requirements of this subsection, so long as said document is sufficient to adequately place third parties on notice of the nature and location of wind turbines or ancillary facilities within the parcel.

Article 17, Sec. 17.6 (Section intentionally left blank for future amendments, if needed)

Article 17, Sec. ~~17.6.~~17.7 Setbacks

17.7.1 Setback Requirements for Commercial Wind Energy Facilities A wind tower

of a commercial wind energy facility shall be sited as follows, with setback distances measured from the center of the base of the wind tower:

| <u>SETBACK DESCRIPTION</u> | <u>SETBACK DISTANCE</u> |
|---|--|
| <u>Occupied Community Buildings</u> | <u>2.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure</u> |
| <u>Participating Residences</u> | <u>1.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure</u> |
| <u>Nonparticipating Residences</u> | <u>2.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure</u> |
| <u>Boundary Lines of Participating Property</u> | <u>None</u> |
| <u>Boundary Lines of Nonparticipating Property</u> | <u>1.1 times the maximum blade tip height of the wind tower to the nearest point on the property line of the nonparticipating property</u> |
| <u>Public Road Rights-of-Way</u> | <u>1.1 times the maximum blade tip height of the wind tower to the center point of the public road right-of-way</u> |
| <u>Overhead Communication and Electric Transmission and Distribution Facilities (not including Overhead Utility Service Lines to Individual Houses or Outbuildings)</u> | <u>1.1 times the maximum blade tip height of the wind tower to the nearest edge of the property line, easement, or right of way containing the overhead line</u> |
| <u>Overhead Utility Service Lines to Individual Houses or Outbuildings</u> | <u>None</u> |
| <u>Fish and Wildlife Areas and Illinois Nature Preserve Commission Protected Lands</u> | <u>2.1 times the maximum blade tip height of the wind tower to the nearest point on the property line of the fish and wildlife area or protected land</u> |
| <u>Incorporated Communities</u> | <u>At time of application, a Commercial Wind Energy Facility shall be setback a minimum of one and one-half (1.5) miles from the corporate limits / boundary of a village or municipality.</u> |

i) Waiver of setbacks The setback requirements set forth in Section 17.7.1 may be waived by written consent of the owner of each affected nonparticipating property.

ii) Electrical Code compliance Irrespective of the setback distances set forth in Section 17.7.1, the wind tower of a commercial wind facility shall comply with

electric facility clearance approved or required by the National Electrical Code, The National Electrical Safety Code, the Illinois Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors.

17.7.2 Setback Requirements for Commercial Solar Energy Facilities A Commercial Solar Energy Facility shall be sited as follows, with setback distances measured from the nearest edge of any component of the facility:

| <u>SETBACK DESCRIPTION</u> | <u>SETBACK DISTANCE</u> |
|--|---|
| <u>Occupied Community Buildings and Dwellings on Nonparticipating Properties</u> | <u>150 feet from the nearest point on the outside wall of the structure</u> |
| <u>Boundary Lines of Participating Property</u> | <u>None</u> |
| <u>Public Road Rights-of-Way</u> | <u>50 feet from the nearest edge</u> |
| <u>Boundary Lines of Nonparticipating Property</u> | <u>50 feet to the nearest point on the property line of the nonparticipating property</u> |

- i) The setback requirements set forth above in this Section may be waived subject to the written consent of the owner of each affected nonparticipating property.

17.6.1 Occupied Buildings

~~A. Wind turbines shall be set back from all occupied buildings and barns, garages, machine sheds, and livestock buildings located on a participating landowner's property a distance of not less than one hundred ten percent (110%) of the turbine's height. The setback distance shall be measured from the nearest point on the outside edge of a tower to the nearest point on the foundation of the occupied building.~~

~~B. At the time of application, wind turbines shall be set back from all occupied buildings located on a non-participating landowner's property a distance of not less than one thousand two hundred (1,200) feet or two hundred fifty percent (250%) of total turbine height, whichever is greater, as measured from the nearest point on the outside edge of a tower to the nearest point on the foundation of the occupied building. This provision does not apply with regard to the location of wind turbines for which application for zoning clearance is made prior to the issuance of a permit for construction of an occupied building on a non-participating Land owner's property.~~

17.6.2 Property Lines

~~A. All wind turbines shall be set back from the nearest property line a distance of not less than the normal setback requirements for that zoning classification or one hundred ten percent (110%) of the turbine height including maximum blade height, whichever is greater. The setback distance shall be measured from the property line to the nearest point on the outside edge of a tower.~~

~~B. Operation and maintenance building(s) and substations shall be located in accordance with zoning district setback requirements. Lots/sites for operation and maintenance buildings shall consist of enough area to comply with off-street parking and loading requirements and with existing County septic and well requirements. Operation and maintenance buildings shall be limited to a height of forty five (45) feet or three and one-half (3 1/2) stories. All other accessory buildings affiliated with the WPGF shall comply with existing accessory buildings regulations in the Zoning Ordinance.~~

~~C. The setback referred to herein is measured from the property line(s) of the parcel the wind energy device is located on prior to any newly recorded metes and bounds description boundary line(s) created via a plat recorded for tax valuation and assessment purposes solely due to the existence of the wind energy device.~~

~~**17.6.3 Public Roads.** All wind turbines shall be set back from the nearest public road a distance of not less than one hundred ten percent (110%) of the turbine height, as measured from the right-of-way line of the nearest public road to the nearest point on the outside edge of a tower.~~

~~**17.6.4 Incorporated Communities** All wind turbines at time of application shall be setback a minimum of one and one-half (1.5) miles from the corporate limits/boundary of a village or municipality, unless proof is provided from the affected village or municipality allowing turbines within the one and one-half (1.5) mile setback.~~

~~**17.6.5 Unincorporated Communities** All wind turbines at time of application shall be setback a minimum of one-half (0.5) mile from an unincorporated community's (i.e. Shirland, Harrison, Seward, and Argyle) future residential growth area as depicted on the 2030 Future Land Use Plan Map, Winnebago County, IL.~~

~~**17.6.6 Recorded Subdivision Plats** All wind turbines at time of application shall be setback a minimum of one-half (0.5) mile from a recorded major subdivision plat.~~

~~**17.6.7 Natural Resource Areas** All wind turbines at time of application shall be setback a minimum of one-half (0.5) mile from the property line of any Natural Area, Significant Wildlife Habitat Area, Illinois Natural Area Inventory Site (INAI), Illinois Nature Preserve (INPC), Natural Land Institute Site (NLI), Wetland Reserve Program Site (WRP), Park, State Park, and/or Forest Preserve as depicted on the Natural Resource Inventory Map, Winnebago County, IL and as may be amended in future.~~

~~**17.6.8 Bird and Bat Migration Paths** All wind turbines at time of application shall be located out of bird and bat migration pathways/corridors to which wind turbine construction would pose a substantial risk as identified in Section 17.5.7. Adherence to this requirement shall be addressed in the impact study and mitigation plan required in Section 17.5.7, by a qualified wildlife expert having no less than ten (10) years' experience. Evidence supporting adherence to this requirement, which may include a letter from the Illinois Department of Natural Resources or the US Department of Interior, Division of Fish and Wildlife Service, shall be provided upon WPGF submittal.~~

~~**17.6.9 2030 Land Resource Management Plan** All wind turbines at time of application shall be located only in an area designated solely as an agriculture area on the 2030 Future Land Use Plan Map, Winnebago County and as may be amended in the future.~~

17.6.10 Waiver of Setbacks

A. Landowners may waive the setback requirements in Section 17.6.1.B by signing a waiver that sets forth the applicable setback provision(s) and the proposed changes thereto.

B. Any such waiver shall be recorded in the Recorder of Deeds Office for the County where the property is located. The waiver shall describe the properties benefited and burdened, and advise all subsequent purchasers of the burdened property that the waiver of setback shall run with the land.

C. Notwithstanding anything to the contrary contained in this Section, in no event shall any setback to an occupied building be less than a distance equal to one hundred ten percent (110%) of the turbine height of any affected wind turbine.

Article 17, Sec. ~~17.7.~~**17.8** Nuisance Abatement

~~17.7.1~~ **Signal Interference** The facility owner or operator shall make reasonable efforts to avoid any disruption or loss of radio, telephone, television or similar signals, and shall mitigate any disruption or degradation (as measured from the baseline study required by Sec. 17.4.D.9) of signals caused by the WPGF in a manner reasonably calculated to remedy such signal degradation, including, but not limited to, providing alternative methods of delivery of signals to affected households at facility owner or operator's expense. The foregoing provision shall not in any way be interpreted to excuse compliance with any regulations, codes, or laws specifically governing electronic transmissions.

~~17.7.2~~**17.8.1** **Sound Levels** The facility owner or operator shall comply with all applicable codes and ordinances regulating sound generation, including, but not limited to the requirements of the Illinois Pollution Control Board and any other applicable codes and ordinances regulating sound generation provided that they are not more restrictive than the sound limitations established by the Illinois Pollution Control Board. In the event that any sound levels ~~from a Wind Turbine~~ are found by the Illinois Pollution Control Board to be in excess of permissible levels at the residence of any non-participating landowner, the facility owner or operator shall take such measures as are necessary to bring sound levels down to a level acceptable to the Illinois Pollution Control Board.

Article 17, Sec. ~~17.8~~ **Liability Insurance**

Facility owner or operator shall maintain a current general liability policy covering bodily injury and property damage with limits of at least two million dollars (US \$2,000,000.00) combined single limits. During any period when the facility owner or operator is involved in the use of roads or highways under the jurisdiction of Winnebago County the facility owner or operator shall maintain a current general liability policy covering bodily injury and property damage with limits of at least two million dollars (US \$2,000,000.00) combined single limits which names Winnebago County as an insured. Certificates written in English showing proof of valid insurance in compliance with this Chapter shall be made available to the County upon request.

Article 17, Sec. 17.9 (Section intentionally left blank for future amendments, if needed)Article 17, ~~Sec. 17.9~~ **Sec. 17.10** Decommissioning of Commercial Wind Energy Facility

- A. The facility owner ~~and operator~~ shall, at ~~its~~~~their~~ sole expense, complete decommissioning of the ~~WPGF Commercial Wind Energy Facility~~, or individual wind turbines, within ~~twelve (12)~~ eighteen (18) months after the end of the useful life of the facility or individual wind turbines. The ~~WPGF Commercial Wind Energy Facility or individual wind turbines~~ will be deemed to be at the end of its useful life if: 1) no electricity is generated for a continuous period of twelve (12) months and 2) the commercial wind energy facility owner fails, for a period of six (6) consecutive months, to pay the landowner amounts owed in accordance with its underlying written agreement with the landowner. ~~it is abandoned for a period of time in excess of six (6) months.~~
- B. Decommissioning shall include removal/disposition of the following equipment/facilities utilized for operation of the commercial wind energy facility:
1. Wind turbine towers and blades;
 2. Wind turbine generators;
 3. Wind turbine foundations (to a depth of 5 feet);
 4. Transformers;
 5. Collection / interconnection substation (components, cable, and steel foundations), provided, however, that electrical collection cables at a depth of 5 feet or greater may be left in place;
 6. Overhead collection system;
 7. Operations/maintenance buildings, spare parts buildings and substation / switching gear buildings unless otherwise agreed to by the landowner;
 8. Access driveway(s) unless landowner requests in writing that the access driveway is to remain;
 9. Operation/maintenance yard/staging area; and
 10. Debris and litter generated by Decommissioning crews.
 - 11. Any other equipment or facilities that are specified in the Agricultural Mitigation Agreement, as may be amended from time to time.**

~~of wind turbines, buildings, roads, foundations to a depth of forty-eight (48) inches, and any other facility or structure constructed by facility owner or operator for the purpose of maintaining or operating the WPGF.~~ Any disturbed earth shall be graded at facility owner or operator's expense, and vegetation shall be restored

consistent with surrounding vegetation, with the exception of cash crops such as corn, soybeans, or hay/alfalfa. This Section shall not apply to any office or storage facilities constructed by facility owner or operator that can serve a useful purpose other than servicing a WPGF-Commercial Wind Energy Facility. At the written request of a landowner, ~~any~~ improvements listed in 7 and 8, other than wind turbines may be allowed to remain on the property of such landowner without removal if agreed to by the landowner, subject to the approval of the County Board.

- C. ~~A licensed professional engineer shall be retained to estimate the total cost of decommissioning (Decommissioning Costs). Said estimates shall include an estimate of the cost of repairs or improvements to the roads to be used and shall be submitted to the County by the facility owner or operator after the first (1st) full year of operation and every (5th) year thereafter.~~ The County Engineer shall review and approve or disapprove of the cost estimate presented for decommissioning the Commercial Wind Energy Facility and restoring the site in accordance with the approved decommissioning plan that was submitted as required and set forth in Section 17.4 (D)(4)(a)&(b).
- D. Upon review and approval by the County engineer of the estimate, the facility owner or operator shall post and maintain an Irrevocable Letter of Credit, or other form of commercially available financial assurance acceptable to the County, in favor of the County, in an amount equal to one hundred percent (100%) of the decommissioning costs, as updated from time to time. However, provision of such financial assurance shall be phased in over the first eleven (11) years of the project's operation or as otherwise provided in accordance with the executed Agricultural Impact Mitigation Agreement.; such updates shall be completed at least every five years or sooner at the reasonable request of the County. In the event the State of Illinois modifies its Agricultural Mitigation Agreement terms relating to the percentage of financial assurance provided in a set time frame by the facility owner to the County, the facility owner shall abide by the modified terms set forth in the Agricultural Mitigation Agreement regarding same and no amendment to this Section shall be necessary. The ~~Irrevocable Letter of Credit~~ financial assurance required by this Section shall be from a financial institution of the facility owner's choosing, subject to the approval of the County, which approval shall not be unreasonably withheld. The ~~Irrevocable Letter of Credit~~ financial assurance in favor of the County shall allow Winnebago County to seek to receive funds from such security without requiring a representative of Winnebago County traveling more than ninety (90) miles outside of Winnebago County; the ~~Irrevocable Letter of Credit~~ financial assurance required in this section shall be issued by a bank having a rating by Standard and Poor's Financial Services of A- or better or if not rated by Standard and Poor's Financial Services then having an equivalent rating from another nationally recognized bank rating service approved by Winnebago County. There shall be language included on the face of the ~~Irrevocable Letter of Credit~~ financial assurance held by Winnebago County as a beneficiary stating that should the bank's Standard and Poor's rating or equivalent rating fall below A- then the Winnebago County may draw on the ~~Irrevocable Letter of Credit~~ financial assurance up to the full amount of the face value without additional cause for surety against default. There shall also be language included on the face of the ~~Irrevocable Letter of Credit~~ financial assurance held by Winnebago County as beneficiary stating that if after

the first year and every year thereafter the ~~Irrevocable Letter of Credit~~ financial assurance does not automatically renew then Winnebago County may within fifteen (15) days before its stated expiration date draw on the ~~Irrevocable Letter of Credit~~ financial assurance up to the full amount of the face value without additional cause for surety against default. The cost of Winnebago County receiving such ratings information initially and annually, or more frequently when reasonably requested by Winnebago County, shall be reimbursed to Winnebago County by the Applicant.

~~E. Prior to the facility owner or operator commencing decommissioning:~~

- ~~1. Sec. 17.4 requirements concerning the permitting by applicable Federal, State and local entities requirement, and the identification of all transportation routes in Winnebago County must be satisfied as to the decommissioning; and~~
- ~~2. Sec. 17.5 requirements must be satisfied as to the decommissioning.~~

E. In addition to the original decommissioning plan filed in the application process, the facility owner shall file a second decommissioning plan with the County on or before the end of the (10th) tenth year of the commercial operation date. Any subsequent decommissioning plan must be prepared by a professional engineer licensed in the State of Illinois and shall include the information required and set forth in Section 17.4 (D)(4)(a)&(b).

F. The County may, in its own discretion, reevaluate the estimated costs of decommissioning after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date, in accordance with the Agricultural Impact Mitigation Agreement, as may be amended from time to time. If the County seeks to exercise this option, said reevaluation must be performed by an independent third party professional engineer licensed in the State of Illinois and the facility owner shall bear the costs of such reevaluation. Based on any reevaluation, the County may require changes in the level of financial assurance used to calculate the phased coverages described in Paragraph D of this Section.

~~F. G.~~ G. If the facility owner or operator does not complete decommissioning within the periods prescribed by ~~Section 17.9.A~~ Section 17.10 A, the County may take such measures as it deems necessary to complete decommissioning, and shall be entitled to draw on the ~~irrevocable letter of credit~~ financial assurance required by Section ~~17.9.D~~ 17.10 D to pay the costs associated therewith.

~~G. H.~~ H. The County shall release the obligation to maintain decommissioning funds when the facility owner or operator has demonstrated and the County concurs that decommissioning has been satisfactorily completed.

Article 17, Sec. 17.11 Decommissioning of Commercial Solar Energy Facility

A. The facility owner and operator shall, at their sole expense, complete decommissioning of the Commercial Solar Energy Facility, within twelve (12) months after the end of the useful life of the Facility. The Commercial Solar Energy Facility shall be presumed to be at the end of its useful life if the Facility Owner fails, for a period of six (6) consecutive months, to pay the Landowner amounts in accordance with an Underlying Agreement.

B. Decommissioning of a Commercial Solar Energy Facility shall include the removal/disposition of the following equipment/facilities utilized for operation of the Facility and located on Landowner property:

1. Solar panels, cells and modules;

2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;

3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, underground cables at a depth of 5 feet or greater may be left in place;

5. Overhead collection system components;

6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;

7. Access driveway(s) unless Landowner requests in writing that the access driveway is to remain;

8. Operation/maintenance yard/staging area; and

9. Debris and litter generated by Deconstruction and Deconstruction crews.

10. Any other equipment or facilities that are specified in the Agricultural Mitigation Agreement, as may be amended from time to time.

C. Facility owner shall comply with the requirements set forth in Section 17.10 (C.- H.), which are made applicable to Commercial Solar Energy Facility and incorporated in this Section 17.11.

Article 18, Sec. 18.3 Accessory Structures and Uses

18.3.15 Solar Panels (Private)

Solar panels that are for private use and are not part of or otherwise appurtenant to a Commercial Solar Energy Facility are permitted in all zoning districts, subject to the provisions of this section.

[TEXT OMITTED: A. - B.]

Article 18, Sec. 18.3 Accessory Structures and Uses

18.3.17 Wind Energy Systems (Private)

~~Private~~ Wind energy systems that are for private use and are not part of or otherwise appurtenant to a Commercial Wind Energy Facility are subject to the following requirements:

[TEXT OMITTED: A. - H.]

Article 23, Section 23.12 Required Off-Street Parking Spaces

[TEXT OMITTED]

| Table 23.1: Off-Street Parking Requirements | |
|--|------------------------------|
| [TEXT OMITTED] | |
| Solar Farm | 3 per 1,000sf of office area |
| [TEXT OMITTED] | |
| Wind Farm | 3 per 1,000sf of office area |

Article 24, Sec. 24.4 Generic Use Definitions

[TEXT OMITTED]

Commercial Solar Energy Facility. Any device or assembly of devices that (i) is ground installed and (ii) uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property on which the device or devices reside.

Commercial Wind Energy Facility. A wind energy conversion facility of equal or greater than 500 kilowatts in total nameplate generating capacity. This definition includes, but is not limited to, a wind energy conversion facility seeking an extension of a permit to construct granted by the County before January 27, 2023.

[TEXT OMITTED]

~~**Solar Farm.** A site at which photovoltaic cells and generators are used to generate and produce electric power for distribution to consumers, typically managed by a single entity. See Commercial Solar Energy Facility.~~

[TEXT OMITTED]

Wind Energy System (Private). A private wind energy conversion system that is less than 500 kilowatts in total nameplate generating capacity, and which is not part of or otherwise appurtenant to a Commercial Wind Energy Facility, and which typically consists of a turbine apparatus and associated control or conversion mechanism, and where the majority of the power generated is used directly on the lot or parcel of land containing the installation or used on a limited number of surrounding lots whose owners have financial interest in its installation.

~~**Wind Farm / Wind Power Generating Facility (WPGF).** An electric generating facility, whose main purpose is to supply electricity, consisting of one or more wind turbines and ancillary facilities. See Commercial Wind Energy Facility.~~

[TEXT OMITTED]

Article 24, Sec. 24.5 General Terms Definitions

[TEXT OMITTED]

~~**Facility Owner (for Wind Power Generating Facility).** The entity or entities having an equity interest in the Wind Power Generating Facility, including their respective successors and assigns.~~

Facility Owner (for Wind/Solar Energy Facilities). Either i) a person with a direct ownership interest in a commercial wind energy facility or a commercial solar energy facility, or both, regardless of whether the person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the facility, or ii) a person who, at the time the facility is being developed, is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility, regardless of whether the person will own or operate the facility.

[TEXT OMITTED]

~~**Non-participating Landowner (for Wind Power Generating Facilities).** Any person who is not a "Participating Landowner."~~

Nonparticipating Property (for Wind/Solar Energy Facilities). Real property that is not a participating property.

Nonparticipating Residence (for Wind/Solar Energy Facilities). A residence that is located on a nonparticipating property and that is existing and occupied on the date that an application for a permit to develop the Commercial Wind Energy Facility or the Commercial Solar Energy Facility that is filed with the County.

~~**Occupied Building (for Wind Power Generating Facilities).** A residence, school, hospital, church, public library, or other building used for public gathering that is occupied and in regular use as of the date the permit application is submitted, or which although unoccupied or not in regular use, is in a condition suitable for occupation or regular use without substantial alteration or repair. A building used primarily for storage, such as a garage, storage shed, barn, or other outbuilding shall not be deemed an Occupied Building for purposes of this Article.~~

Occupied Community Building (for Wind/Solar Energy Facilities). Any one or more of the following buildings that is existing and occupied on the date that the application for a permit to develop the commercial wind energy facility or the commercial solar energy facility that is filed with the County: a school, place of worship, day care facility, public library, or community center.

[TEXT OMITTED]

Operator ~~(for Wind/Solar Energy Facilities).~~ ~~(for Wind Power Generating Facilities).~~ The entity responsible for the day-to-day operation and maintenance of the Commercial Wind Energy Facility or Commercial Solar Energy Facility.

[TEXT OMITTED]

~~**Participating Landowner (for Wind Power Generating Facilities).**~~ Any person with a vested fee interest in real property upon which a Wind Turbine or Ancillary Facility is located and who is either deriving, or entitled to derive, rental payments from the Facility Owner for the use of the real property upon which such Wind Turbine or Ancillary Facility is located.

Participating Property (for Wind/Solar Energy Facilities). Real property that is the subject of a written agreement between a facility owner and the owner of the real property that provides the facility owner an easement, option, lease, or license to use the real property for the purpose of constructing a Commercial Wind Energy Facility, a Commercial Solar Energy Facility, or Supporting Facilities. Participating Property also includes real property that is owned by a facility owner for the purpose of constructing a Commercial Wind Energy Facility, a Commercial Solar Energy Facility, or Supporting Facilities.

Participating Residence (for Wind/Solar Energy Facilities). A residence that is located on participating property and that is existing and occupied on the date that an application for a permit to develop the Commercial Wind Energy Facility or the Commercial Solar Energy Facility is filed with the County.

[TEXT OMITTED]

Project Area ~~(for Wind / Solar Energy Power Generating Facilities).~~ The entirety of the property for which a permit for the construction of a Wind / Solar Energy Power Generating Facility is sought.

[TEXT OMITTED]

Protected Lands. Real property that is: 1) subject to a permanent conservation right consistent the Illinois Real Property Conservation Rights Act; or 2) registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.

[TEXT OMITTED]

Solar Panel. A device, that collects and converts direct sunlight as a source of energy for such purposes as heating or cooling a structure, heating or pumping water, or generating electricity. "Solar Panel" includes solar thermal panels, but does not include commercial solar energy facility.

[TEXT OMITTED]

Supporting Facilities (for Wind/Solar Energy Facilities). The transmission lines, substations, access drives, meteorological towers, storage containers, and equipment associated with the generation and storage of electricity by the Commercial Wind Energy Facility or Commercial Solar Energy Facility.

[TEXT OMITTED]

~~Wind Energy System.~~ A private wind energy conversion system typically consisting of a turbine apparatus and associated control or conversion mechanism, where the majority of the power generated is used directly on the lot or parcel of land containing the installation or used on a limited number of surrounding lots whose owners have financial interest in the installation.

Wind Tower. The wind turbine tower, nacelle, and blades.

Wind Turbine. A wind operated energy device (~~commercial service~~) as defined in this Code, or such other wind energy conversion system that converts wind energy into electricity through the use of a wind turbine generator, and includes the nacelle, rotor, tower, and transformer pad, and any other appurtenant structure necessary to the production of electricity from wind energy, but such definition does not include accessory buildings, substations, meteorological towers, electrical infrastructure, transmission lines and other appurtenant structures, access drives roads, or other related facilities.

[TEXT OMITTED]

BE IT FURTHER ORDAINED, that any application for a Commercial Wind Energy Facility and/or a Commercial Solar Energy Facility that is submitted for County Board site approval as outlined in Article 17, Sec. 17.3. Permitted Use shall be charged an administrative processing fee equal to the fee assessed for a Special Use Permit.

BE IT FURTHER ORDAINED, that this Ordinance shall be effective upon its adoption.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Ordinance amendment upon the adoption to the Winnebago County Planning and Zoning Officer and to its publisher to incorporate the amendments herein into Chapter 90 (known as the Unified Development Ordinance) of the Winnebago County Code of Winnebago County, IL.

PRELIMINARY

Respectfully submitted,
ZONING COMMITTEE

To Approve

To Not Approve

Jim Webster, Chairman

Jim Webster, Chairman

Angie Goral

Angie Goral

Paul Arena

Paul Arena

Aaron Booker

Aaron Booker

John Guevara

John Guevara

Tim Nabors

Tim Nabors

Dave Tassoni

Dave Tassoni

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, on the _____ day of _____, 2024.

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

ATTEST:

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

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
May 23, 2024

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

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. **TA-01-24:** An Ordinance Amending the Unified Development Ordinance (UDO) Regarding Commercial Wind Power Generating Facilities / Wind Farms (aka Commercial Wind Energy Facilities) and Solar Farms (aka Commercial Solar Energy Facilities)
ZBA Recommendation: *APPROVAL* with ZBA amendments (7-0)
ZC Recommendation: *TBD*

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

- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is *tentatively* scheduled for **Wednesday, June 12, 2024**, 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, June 26, 2024**, at 5:30 p.m. in Room 303 of the County Administration Building.

**ECONOMIC
DEVELOPMENT
COMMITTEE**



Resolution Executive Summary

Committee Date: Monday, May 20, 2024

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Authorizing A Grant Up To Thirty-Thousand Dollars (\$30,000) From Host Fees To Tad More Sustainability Institute (TMSI) To Assist With Their Sewing Apprenticeship Program

County Code: 2019 CR 119, Resolution Concerning The Policy For The Process For Awarding, Recommending, Evaluating And Approval Of Host Fee Finds To Other Entities

Board Meeting Date: Thursday, May 23, 2024

Budget Information:

| | |
|--|---------------------------------------|
| Was item budgeted? No | Appropriation Amount: \$30,000 |
| If not, explain funding source: | |
| ORG - OBJ - Project Code: 41700 | Budget Impact: \$30,000 |

Background Information:

Tad More Sustainability Institute (TMSI) is a non-profit entity starting a sewing apprenticeship program certified by the State of Illinois, Department of Labor. Over the course of 1 year the program will teach 10 students how to operate industrial sewing machines, basic working English classes, employability skills, sustainable fashion awareness, and public art awareness projects. The County is being asked to assist with a \$30,000 (Host Fee grant) for start-up costs pertaining to equipment, remodeling, and curriculum in partnership with the City of Rockford (City). Total start-up cost being sought after is approximately \$100,000, of which the City is anticipated to cover the remaining \$70,000.

Recommendation:

Winnebago County Administration supports the use of Host Fees for economic development throughout the community of Winnebago County to grow jobs, increase the Equalized Assessed Value (EAV), and the generation of sales tax.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Staff can provide informational updates to the Economic Development Committee and/or the entire Board as requested.

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2024 CR _____

**RESOLUTION AUTHORIZING A GRANT UP TO THIRTY-THOUSAND DOLLARS
(\$30,000) FROM HOST FEES TO TAD MORE SUSTAINABILITY INSTITUTE (TMSI)
TO ASSIST WITH THEIR SEWING APPRENTICESHIP PROGRAM**

WHEREAS, the County of Winnebago, Illinois supports the growth of economic development for the region that create job opportunities and increases the tax base; and

WHEREAS, Tad More Sustainability Institute (TMSI) is a 501(c)(3) not-for-profit organization registered with the State of Illinois that is offering a sewing apprenticeship program, that is an accredited by the Illinois Department of Labor; and

WHEREAS, TMSI will offer apprenticeships and other classes in an existing facility located at 6116 Mulford Village Drive, Suite 11, Rockford, Illinois; and

WHEREAS, it is anticipated that ten (10) students will be trained during the first year, which Tad More Tailoring has the capacity to hire all of them, and whom at the completion of the year the students will become a certified Sewing Machine Operator, by the Illinois Department of Labor; and

WHEREAS, the tuition cost for the apprenticeship is Six Thousand Dollars (\$6,000.00) per student, but students approved by Workforce Connection can get this paid in full to obtain their accreditation through this apprenticeship; and

WHEREAS, TMSI is seeking One Hundred Thousand Dollars (\$100,000.00) for start-up costs for equipment and remodeling, and curriculum development, and Winnebago County is seeking to provide the matching funds up to Thirty Thousand Dollars (\$30,000.00) from host fees and in partnership with the City of Rockford, who is anticipating to cover the difference of approximately Seventy Thousand Dollars (\$70,000.00); and

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County of Winnebago, Illinois will grant up to Thirty Thousand Dollars (\$30,000.00) to Tad More Sustainability Institute (TMSI) from Winnebago County Host Fee Funds to assist with their Sewing Apprenticeship Program and the associated start-up costs for equipment and remodeling, and curriculum development.

BE IT FURTHER RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois will match dollar for dollar any funds contributed by the City of Rockford to the Program up to Thirty Thousand Dollars (\$30,000.00) from Host Fee Funds. The County will provide the matching funds to TMIS to be used for the Apprenticeship Program upon proof provided by the City of Rockford of its contribution.

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 a certified copy of this Resolution to the County Finance Director, County Administrator, County Chief Operations Officer, and the County Auditor.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

TIM NABORS, VICE CHAIR

TIM NABORS, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

JOHN PENNEY

JOHN PENNEY

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

ATTESTED BY:

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

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



COUNTY OF WINNEBAGO, ILLINOIS

COUNTY BOARD OFFICE

Economic Development Project:
 Tad More Sustainability Institute (TMSI)

APPLICANT INFORMATION

Organization Applicant:

Tad More Sustainability Institute (TMSI)

CONTACT PERSON

Position: CEO of Tad More Tailoring

Applicant Contact (Point) Person:

Sarene Alsharif

Phone #: 815-934-9382

E-mail: info@tmtailor.com

Project Location Address:

6116 Mulford Village Drive, Suite 11
 Rockford, IL 61107

Website: tmtailor.com

County Board District #: 8

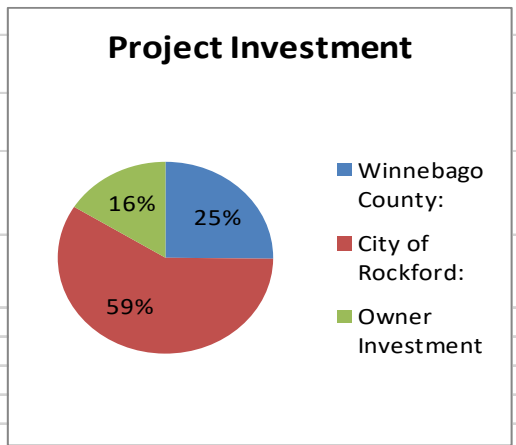
County Board Member: John Butitta

PIN: 12-22-353-005

PROJECT FINANCE SUMMARY

Requested County Host Fee Fund:

| Project Finances | | Percentage | |
|--------------------------------------|---------------|---------------------------|---------|
| Winnebago County: | \$ 30,000.00 | Requested Host Fee Amount | 25.17% |
| City of Rockford: | \$ 70,000.00 | | 58.72% |
| Owner Investment | \$ 19,200.00 | Rent & Business Insurance | 16.11% |
| Total Estimated Project Cost: | \$ 119,200.00 | | 100.00% |
| | | | |
| | | | |
| | | | |
| | | | |



Attachments

- Annual Host Fee Application
- TMSI Business Plan
- (A) Start-up Costs Budget
- (B) Estimated Monthly Operating Cost
- (C) TMSI Tax Exempt Status
- WinGIS Parcel Map
- Treasurer Office Tax Bill ~ 2023

Winnebago County Annual Host Fee Award Policy Application

| ORGANIZATIONAL INFORMATION | |
|--|--|
| Organization Name: | Tad More Sustainability Institute |
| Contact (Point) Person: | Sarene Alsharif |
| Contact Person Position: | Director |
| Contact Phone Number: | (<u> 815 </u>) <u> 934 </u> - <u> 9382 </u> <input type="checkbox"/> Circle One: <input checked="" type="checkbox"/> Work <input type="checkbox"/> Home <input type="checkbox"/> Mobile <input type="checkbox"/> Other: _____ (<u> 573 </u>) <u> 673 </u> - <u> 6411 </u> <input type="checkbox"/> Circle One: <input type="checkbox"/> Work <input type="checkbox"/> Home <input checked="" type="checkbox"/> Mobile <input type="checkbox"/> Other: _____ |
| Address(es) / Location(s) of Activity: | 1) <u> 6116 Mulford Village Dr Ste 11, Rockford, IL 61107 </u> 2) _____ 3) _____ |
| Description of the Organization: | <p>The Tad More Sustainability Institute is dedicated to combating the detrimental impacts of the fashion industry on our environment. Our mission is to educate and inform individuals and organizations about the adverse effects of the fashion industry while offering practical solutions to mitigate textile waste and pollution.</p> <p>Key Initiatives:</p> <p>1. Industrial Sewing Machine Operator Apprenticeships: We teach people how to sew with industrial sewing machines as a first step to becoming tailors so they can alter and mend the clothing people already have and reduce the amount of disgraded wearable clothes. This also gives sewing machine operations well-paying, safe jobs. This helps businesses as well because it is extremely difficult to find sewists who are skilled at working with industrial sewing machines.</p> <p>2. Community Education: We provide community education programs to spread knowledge about sustainability in fashion and other classes to help workers, especially immigrant workers, find and maintain their jobs since it is so hard to find quality workers in the garment industry.</p> <p>3. Sustainable Art Programs: Inspire the community to approach waste differently. Our goal is to have community-facing programs that ignite creativity while using fabric scraps and other upcycled materials to make art. We want people to think, "What can I make with this?" instead of mindlessly throwing things away</p> |
| Requested Award Amount (\$): | \$ <u> </u> <u> </u> , <u> </u> <u> </u> <u> </u> , <u> 100,000 </u> . <u> 00 </u> |
| Proposed Use of Award (specific): <i>Should address items, such as: what, who, when, where, how, etc.?</i> | <p>The purpose of the award is to pay for the initial start-up cost of the institute. It will cover the cost of the renovations, purchasing the sewing machines and other key equipment needed to start the institute. It will also cover the cost of curriculum development for a few of the remaining courses that need to be developed for the apprenticeship.</p> <p>All of this will occur at the Tad More Sustainability Institute located at 6116 Mulford Village Dr Ste 11, Rockford, IL 61107. There are already apprentices ready to start the industrial sewing machine operation apprenticeship which is accredited by the Department of Labor.</p> |

If additional space is needed, make a note in the section(s), "See attachment".

Winnebago County Annual Host Fee Award Policy Application

| | | | |
|---|--|-----------|---|
| <p style="text-align: center;">Expected Program Outcomes Outlined:</p> | <ul style="list-style-type: none"> • Educate a new generation of sewists who can alter and mend clothes to better fit people reducing the amount of discarded and returned garments. • Provide important employment education so individuals especially immigrant workers can find and keep good jobs in the Rockford area. • Raise awareness among individuals in Rockford and worldwide about the environmental impact of the fashion industry. • Catalyze systemic change within the community so people think about who they can repair or upcycle their garments instead of throwing them away. | | |
| OTHER PARTICIPATING ORGANIZATION(S) | | | |
| <p style="text-align: center;">Name(s)</p> | INVESTMENT | | |
| | Amount (\$) | <i>or</i> | Type of Involvement (Description) |
| <p style="text-align: center;">Tad More, LLC</p> | <p style="text-align: center;">\$ _____, _____ <u>19,200</u> . <u>00</u></p> | | <p style="text-align: center;">Paying for rent and business insurance</p> |
| | <p>Has the investment been formally/officially approved?</p> <p><input checked="" type="checkbox"/> Approved Date: <u>1/1/2024</u></p> <p><input type="checkbox"/> Anticipated Date: _____</p> | | |
| | <p style="text-align: center;">\$ _____, _____, _____ . <u>00</u></p> | | |
| | <p>Has the investment been formally/officially approved?</p> <p><input type="checkbox"/> Approved Date: _____</p> <p><input type="checkbox"/> Anticipated Date: _____</p> | | |
| | <p style="text-align: center;">\$ _____, _____, _____ . <u>00</u></p> | | |
| | <p>Has the investment been formally/officially approved?</p> <p><input type="checkbox"/> Approved Date: _____</p> <p><input type="checkbox"/> Anticipated Date: _____</p> | | |

Required documents to be submitted by the Organization

501(c)(3) tax exempt status

signed W-9 form

Applicant Signature

Date

***By signing this application, I hereby attest that this application and any accompanying documents are true, accurate, and correct to the best of my understanding. I further agree to follow the rules and guidelines as laid out within the "Winnebago County Annual Host Fee Policy".*

If additional space is needed, make a note in the section(s), "See attachment".



TAD MORE SUSTAINABILITY INSTITUTE

TABLE OF CONTENTS

- [Informational Flyer](#)
- [Business Plan](#)
- [Work Process Schedule](#)
- [Womanspace Letter of Support](#)
- [Men's Wearhouse Letter of Support](#)
- [Goodwill Letter of Support](#)
- [Robbin's Custom Cases Letter of Support](#)
- [Custom Apparel & Promotions Letter of Support](#)
- [Green Stone LLC Curriculum Development Quote](#)
- [Balazhi Construction Quote](#)
- [Explanation for Pending/Missing Documents](#)





TAD MORE SUSTAINABILITY INSTITUTE

Working towards making Rockford the sustainable fashion mecca of the USA.



BACKGROUND

Tad More Sustainability Institute (TMSI) is a newly created non-profit organization. TMSI will be offering sewing apprenticeships accredited by the Department of Labor in collaboration with The Workforce Connection.

It will teach members of the community valuable sewing skills as well as include cultural and “working” English Integration Classes. The cultural and “working” English classes will be open to anyone, not just apprenticeship students.

THE PROGRAM

Classes will be held at our facility located at 6116 Mulford Village Dr. #11, Rockford, IL 61107.

The sewing instructors will be Tad More's own skilled sewists who have been trained properly and speak multiple languages fluently.

The program length for each student is 1 year. Upon completion, students will be certified as a **Sewing Machine Operator**. (Certified by the Department of Labor)

SUPPORT NEEDED

Help us invest in jobs

The future of Rockford as the mecca of sustainability rests in the hands of skilled fashion workers.

One time start up costs

We've built a bottoms up budget plan that requires \$100k in startup costs. We need the City of Rockford's help in reaching this goal.

AT A GLANCE

BUSINESS MODEL

- After start up costs, we've built a business model that is self-sustaining for years to come.

BENEFITS

- Creating certified, well trained workers to fill the need for skilled sewists in Rockford.



SARENE ALSHARIF

CEO of TAD MORE TAILORING

“My mission is to foster an environment where people can discover and nurture their unique gifts while working collaboratively towards a shared goal of making the world a better place. “



TAD MORE SUSTAINABILITY INSTITUTE

Tad More Sustainability Institute Business Plan

Executive Summary:

The Tad More Sustainability Institute is dedicated to combating the detrimental impacts of the fashion industry on our environment. Our mission is to educate and inform individuals and organizations about the adverse effects of the fashion industry while offering practical solutions to mitigate textile waste and pollution.

Mission Statement:

Tailoring a cleaner future by ending textile waste.

Key Initiatives:

1. **Industrial Sewing Machine Operator Apprenticeships:** We teach people how to sew with industrial sewing machines as a first step to becoming tailors so they can alter and mend the clothing people already have and reduce the amount of discarded wearable clothes. This also gives sewing machine operations well-paying, safe jobs. This helps businesses as well because it is extremely difficult to find sewists who are skilled at working with industrial sewing machines.
2. **Community Education:** We provide community education programs to spread knowledge about sustainability in fashion and other classes to help workers, especially immigrant workers, find and maintain their jobs since it is so hard to find quality workers in the garment industry.
3. **Sustainable Art Programs:** Inspire the community to approach waste differently. Our goal is to have community-facing programs that ignite creativity while using fabric scraps and other upcycled materials to make art. We want people to think, "What can I make with this?" instead of mindlessly throwing things away.





TAD MORE SUSTAINABILITY INSTITUTE

Impact and Outcome

Through our efforts, we aim to:

- Educate a new generation of sewists who can alter and mend clothes to better fit people reducing the amount of discarded and returned garments.
- Provide important employment education so individuals especially garment immigrant workers can find and keep good jobs in the Rockford area.
- Raise awareness among individuals in Rockford and worldwide about the environmental impact of the fashion industry.
- Catalyze systemic change within the community so people think about how they can repair or upcycle their garments instead of throwing them away.

The Tad More Sustainability Institute in partnership with Tad More Tailoring are dedicated to being a catalyst for change in the fashion industry, driving towards a more sustainable and environmentally responsible future. The work Tad More Tailoring is already doing in the sustainable fashion realm is so important, [USA Today published an article about it](#). Join us in our mission to transform the way we think about and engage with fashion. Together, we can make a difference.

Programs and Services

1. **Sewing Machine Operator Apprenticeship:** the apprenticeship is a year-long program and is accredited by the Department of Labor. Students with no experience will embark on an apprenticeship program where they will learn how to sew with an industrial sewing machine. Students who complete the initial prerequisites will go on to work at their place of employment and will return throughout the year for additional training. They will also be monitored at their place of employment throughout the year to ensure they are advancing as professed by the apprenticeship program.
2. **Basic Working English Classes:** since most sewists and garment workers are immigrants with little or no English, TMSI will provide classes for workers to learn key terms they need to know to communicate in the workplace.
3. **Employability Skills:** this class is important for young people entering the workforce and for new immigrants seeking employment for the first time in the USA. This class will teach students what they need to keep their jobs and to excel at the workplace.





TAD MORE SUSTAINABILITY INSTITUTE

4. **Sustainable Fashion Awareness:** these are community-facing classes for schools, organizations, and the general public. These interactive classes highlight that the fashion industry is the second biggest polluter of our Earth and provide them with easy steps to ignite improvements.
5. **Public Art Awareness Projects:** classes to spread awareness and creative thinking in the general public about fashion and waste. Some of these projects and programs have already been taking place in the community through Tad More Tailoring like the Restyle the Runway project in partnership with WomanSpace and The Ugly Sweater Event in partnership with Northern Illinois GoodWill.

Financial Sustainability:

The financial sustainability of TMSI is sewn into the business model. The only funding required is the one-time start-up cost for the non-profit which can be viewed here. Once the initial funding is received TMSI will be up and running.

During the first year, TMSI will provide training to 10 students. Tad More Tailoring has the capacity to hire all of these students but other businesses in the Rockford area are also interested in hiring sewists. Students will be hired and paid during their apprenticeship year by interested businesses.

The tuition for the apprenticeship: \$6000 per student.

Approved students will have their apprenticeship paid for in full by the Workforce Connection.

Yearly generated revenue from the apprenticeship program with 10 students is \$60,000.

As noted above, TMSI will be providing other classes and services, all of which will require participants to pay for them but this income will not be included in the financial analysis.

The operating cost for TMSI for an entire year is \$36,612. You can view the monthly operations cost breakdown here.

This means TMSI will be operating with a profit of \$23,388. This money will be reinvested in the non-profit and will be used for class expansion and educational campaigns spreading the knowledge about what every individual can do to reduce the waste from the fast fashion industry.





Work Process Schedule

| | | |
|--|-------------------------------|--|
| Industrial Sewing Machine Operator | | |
| Job Description: Operate or tend sewing machines to join, reinforce, decorate, or perform related sewing operations in the manufacture of garment or nongarment products. | | |
| RAPIDS Code: 2058HY | O*NET Code: 51-6031.00 | |
| Estimated Program Length: 1 Year | | |
| Apprenticeship Type: <input type="checkbox"/> Competency-Based <input type="checkbox"/> Time-Based <input checked="" type="checkbox"/> Hybrid | | |

Suggested On-the-Job Learning Outline

| Watch operating equipment to detect malfunctions. | Approximate Hours | |
|---|-------------------|---|
| A. Monitor machine operation to detect problems such as defective stitching, breaks in thread, or machine malfunctions. | - | |
| Total Hours | 40 | - |

| Cut fabrics. | Approximate Hours | |
|---|-------------------|------------|
| A. Cut materials according to specifications, using blades, scissors, or electric knives. | - | |
| Total Hours | 80 | 100 |

| Mount materials or workpieces onto production equipment. | Approximate Hours | |
|---|-------------------|---|
| A. Position items under needles, using marks on machines, clamps, templates, or cloth as guides. | 10 | - |
| B. Position material or articles in clamps, templates, or hoop frames prior to automatic operation of machines. | - | |
| Total Hours | 10 | - |

| Load and Feed materials or products into or through equipment. | Approximate Hours | |
|--|-------------------|--|
|--|-------------------|--|

| | | | |
|---|-----------|---|--|
| A. Place spools of thread, cord, or other materials on spindles, insert bobbins, and thread ends through machine guides and components. | | - | |
| Total Hours | 20 | - | |

| | | | |
|--|-------------------|---|------------|
| Maneuver workpieces in equipment during production. | Approximate Hours | | |
| A. Guide garments or garment parts under machine needles and presser feet to sew parts together. | | - | |
| Total Hours | 360 | - | 450 |

| | | | |
|---|-------------------|---|------------|
| Adjust fabrics or other materials during garment production. | Approximate Hours | | |
| A. Fold or stretch edges or lengths of items while sewing to facilitate forming specified sections. | | - | |
| Total Hours | 240 | - | 300 |

| | | | |
|--|-------------------|---|--|
| Compare physical characteristics of materials or products to specifications or standards. | Approximate Hours | | |
| A. Select best matching fabric in color and hand to match the item as well as the proper fabric type for the requested alterations | | - | |
| Total Hours | 50 | - | |

| | | | |
|---|-------------------|---|--|
| Remove accessories, tools, or other parts from equipment. | Approximate Hours | | |
| A. Remove holding devices and finished items from machines. | | - | |
| Total Hours | 10 | - | |

| | | | |
|--|-------------------|---|--|
| Remove products or workpieces from production equipment. | Approximate Hours | | |
| A. Changing needs and changing feet accordingly | | - | |
| Total Hours | 20 | - | |

| | | | |
|------------------------------------|-------------------|--|--|
| Select production input materials. | Approximate Hours | | |
|------------------------------------|-------------------|--|--|

| | | | |
|---|-----------|---|--|
| A. Select supplies such as fasteners and thread, according to job requirements. | | - | |
| Total Hours | 80 | - | |

| | | | |
|--|-------------------|---|--|
| Trim excess material from workpieces. | Approximate Hours | | |
| A. Cut excess material or thread from finished products. | | - | |
| Total Hours | 20 | - | |

| | | | |
|---|-------------------|---|------------|
| Measure dimensions of completed products or workpieces to verify conformance to specifications. | Approximate Hours | | |
| A. Examine and measure finished articles to verify conformance to standards, using rulers. | | - | |
| Total Hours | 80 | - | 120 |

| | | | |
|---|-------------------|---|------------|
| Operate sewing equipment. | Approximate Hours | | |
| A. Start and operate or tend machines, such as single or double needle serging and flat-bed felling machines, to automatically join, reinforce, or decorate material or articles. | 240 | - | 300 |
| B. Turn knobs, screws, and dials to adjust settings of machines, according to garment styles and equipment performance. | 120 | - | 140 |
| C. Mount attachments, such as needles, cutting blades, or pattern plates, and adjust machine guides according to specifications. | 120 | - | 140 |
| D. Perform specialized or automatic sewing machine functions, such as buttonhole making or tacking. | 0 | - | 0 |
| Total Hours | 480 | - | 580 |

| | | | |
|--|-------------------|---|--|
| Inspect garments for defects, damage, or stains. | Approximate Hours | | |
| A. Inspect garments, and examine repair tags and markings on garments to locate defects or damage, and mark errors as necessary. | | - | |
| Total Hours | 80 | - | |

| Mark products, workpieces, or equipment with identifying information. | Approximate Hours | | |
|--|-------------------|---|-----------|
| A. Inspect garments, and examine repair tags and markings on garments to locate defects or damage, and mark errors as necessary. | | - | |
| Total Hours | 10 | - | 30 |

| Attach decorative or functional accessories to products. | Approximate Hours | | |
|---|-------------------|---|------------|
| A. Attach tape, trim, appliques, or elastic to specified garments or garment parts, according to item specifications. | 80 | - | 100 |
| B. Attach buttons, hooks, zippers, fasteners, or other accessories to fabric, using feeding hoppers or clamp holders. | 40 | - | 80 |
| Total Hours | 120 | - | 180 |

| Record operational or production data. | Approximate Hours | | |
|--|-------------------|---|--|
| A. Record quantities of materials processed. | | - | |
| Total Hours | 10 | - | |

| Repair textiles or apparel. | Approximate Hours | | |
|---|-------------------|---|------------|
| A. Repair or alter items by adding replacement parts or missing stitches. | 120 | - | 160 |
| B. Tape or twist together thread or cord to repair breaks. | 5 | - | 10 |
| Total Hours | 125 | - | 170 |

| Clean production equipment. | Approximate Hours | | |
|---|-------------------|---|--|
| A. Perform equipment maintenance tasks such as replacing needles, sanding rough areas of needles, or cleaning and oiling sewing machines. | | - | |
| Total Hours | 40 | - | |

| Maintain production or processing equipment. | Approximate Hours | | |
|--|-------------------|--|--|
|--|-------------------|--|--|

| | | | |
|---|-----------|---|--|
| A. Perform equipment maintenance tasks such as replacing needles, sanding rough areas of needles, or cleaning and oiling sewing machines. | | - | |
| Total Hours | 20 | - | |

| Draw guide lines or markings on materials or workpieces using patterns or other references. | Approximate Hours | | |
|---|-------------------|---|------------|
| A. Draw markings or pin appliques on fabric to obtain variations in design. | 40 | - | 80 |
| B. Position and mark patterns on materials to prepare for sewing. | 80 | - | 100 |
| Total Hours | 120 | - | 180 |

| Align parts or workpieces to ensure proper assembly. | Approximate Hours | | |
|--|-------------------|---|--|
| A. Baste edges of material to align and temporarily secure parts for final assembly. | | - | |
| Total Hours | 10 | - | |

Total OJL Hours: 2000 – 2510

Suggested Related Instruction Outline

| | |
|--|-----------------------------------|
| Provider | |
| Name: Tad More Tailoring | |
| Address: 6116 Mulford Village Dr STE 15 Rockford, IL 61107 | |
| Email: admin@tmtailor.com | Phone Number: 779-423-1234 |
| Suggested Related Instruction Hours: 144 | |

| Course Number | Course Title | Contact Hours |
|---------------|--|---------------|
| 001 | First Aid | 1 |
| 002 | Employability Skills | 2 |
| 100 | Basic Mending Techniques | 10 |
| 101 | Introduction Industrial Sewing Machine Operations | 30 |
| 102 | Basic Pant Alterations with Straight Stitch Sewing Machine | 40 |
| 103 | Alterations with Blind Hem Machine | 30 |
| 104 | Intermediate Pants Alterations | 30 |
| 003 | Personal Finance and Money Management | 1 |
| | | |
| | | |
| | | |
| | | |
| Total | | 144 |



7 March 2024

Mayor Thomas McNamara
Rockford City Hall
425 E. State Street
Rockford, IL 61104

Dear Mayor McNamara,

It is my pleasure to write today in support of a project being proposed by Sarene Alsharif, owner and founder of Tad More Tailoring. I understand from Sarene that she will soon present an idea to City Council for Tad More's expansion into a new venture. I personally believe this new project will have a lasting and positive impact on our city. At Womanspace, we have had several interactions with Sarene that illustrate this remarkable woman's passion and commitment to quality, in whatever she pursues. I know from experience that when she takes on a project, she follows through with total dedication to ensure its success.

While I have known Sarene for several years in various capacities, it was in the year just past that I came to understand more clearly what a powerhouse she is! Early in 2023, we approached her at Tad More Tailoring with an idea for a collaborative venture between our two organizations. As we worked together, this collaboration turned into "Restyle the Runway," a new educational and artistic event for which Sarene and her staff worked tirelessly. Her creative thought-patterns, coupled with her business acumen, make working with her both fun and intriguing. As keynote speaker, Sarene presented concepts about sustainability and fashion in a fresh, engaging, and compelling manner. She is masterful in motivating people toward reusing and repurposing clothing in a way that makes it a creative adventure.

When I learned that Tad More Tailoring is planning to open a school focused on training members of the community in sewing and tailoring skills, I was delighted. I have a great deal of confidence that if this venture is spearheaded by Sarene and her Tad More colleagues, it will be not only successful but also life changing for those who are fortunate enough to become students of the Tad More Sustainability Institute. This feels like a perfect match, combining the skill and passion of Tad More with community members who will become confident and skilled members of Rockford's workforce.

I cannot endorse this project more highly.

Sincerely,

Elaine Hirschenberger, SSSF
Executive Director, Womanspace

To the City of Rockford,

I am writing to express my support for the Tad More Sustainability Institute's sewing apprenticeship program and to convey our interest in potentially hiring graduates from this program for positions at our Men's Wearhouse location in Rockford.

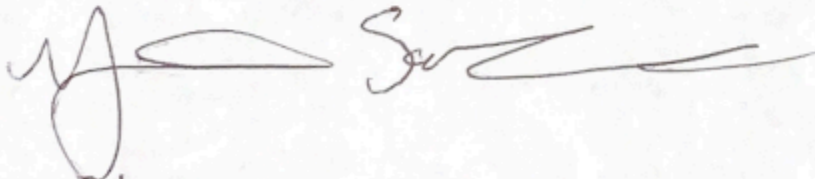
At Men's Wearhouse, we pride ourselves on delivering high-quality tailored garments and exceptional customer service. Central to our ability to maintain these standards is the craftsmanship of our team, particularly our sewists who play a critical role in ensuring the fit and finish of our clothing.

We have found that sourcing skilled sewists can be a challenge, and we recognize the value of programs like the one offered by the Tad More Sustainability Institute in cultivating talented individuals with a passion for sewing and a commitment to sustainability. We believe that graduates from this program would bring a unique combination of skills and values that align closely with our own.

We would welcome the opportunity to connect with graduates of the sewing apprenticeship program and discuss potential employment opportunities at our Rockford location. We are committed to providing a supportive and inclusive work environment where talented individuals can thrive and contribute to our shared success.

Thank you for considering our support for the Tad More Sustainability Institute and for your efforts to enhance employment opportunities in the Rockford community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Megan Schewe', with a stylized, cursive script.

Megan Schewe

Manager, Men's Wearhouse - Rockford



March 7, 2024

To whom it may concern:

Goodwill Industries of Northern Illinois is pleased to support Tad More Tailoring and the Tad More Sustainability Institute in development that will focus on training community members in tailoring and sewing skills.

Goodwill Industries of Northern Illinois is a local, non-profit organization that serves individuals with barriers to employment. Through our education and workforce programs, we have had the opportunity to work closely with Tad More Tailoring and see firsthand the impact of their training, work opportunities, and strong focus on sustainability. They are a recognized and well-respected employer in the region as a result of these services.

Goodwill will support this endeavor in numerous ways, including:

- Sending referrals to and from programs to ensure that participants receive training and employment services;
- Support through goods from Goodwill stores as needed;
- Community support and partnership to advance this initiative.

We are pleased to partner in the community and support Tad More Tailoring and the Tad More Sustainability Institute and look forward to its continued development to impact and assist more individuals in our region.

Sincerely,

Courtney Geiger
Director, Mission Services





4602 E. State St.
Rockford, IL 61108

City of Rockford

To Whom It May Concern,

I have learned that there may be a school coming to the area for sewing, tailoring, etc. I am excited to hear that as this is a service that is in need. I would certainly interview graduates for a sewing position in my company when in need of a new employee. This position is currently very difficult to fill as not many people have experience in this field.

Sincerely,

A handwritten signature in cursive script that reads 'Michael Phillips'.

Michael Phillips
Owner



For all your promotional needs

City of Rockford

To Whom It May Concern,

I have learned that there may be a school coming to the area for sewing, tailoring, etc. I am excited to hear that as this is a service that is in need. I would certainly interview graduates for a sewing position in my company when in need of a new employee. Even though I own an embroidery shop, if the candidate is trained on a sewing machine, it makes it much easier to train that person on an embroidery machine as they already have the basics.

Sincerely,

Michelle Phillips

Owner

April 24, 2024

Green Stone LLC
181 Marys Court
Rockford IL 61107
815 980 5854

Quote for: Tad More Sustainability Institute
573 673 6411

1. **Business English (10 hours):** Mastering business communication is essential for professional success. Our comprehensive 10-hour course will sharpen your English skills specifically tailored for the corporate environment. From effective business vocabulary to proper greeting, you'll gain the linguistic edge needed to excel in today's marketplace.
2. **Work Culture (3 hours):** Understand the nuances of workplace dynamics with our insightful 3-hour course on work culture. Learn how to navigate diverse work environments, understand American business interactions and review typical work regulations. Gain the cultural intelligence necessary to thrive in any professional setting.
3. **Employability (1 hour):** Equip yourself with the essential skills and mindset to enhance your employability in a competitive job market. In this 1-hour session, you'll learn how to showcase your strengths, develop time management skills and dress successfully. Empower yourself with the tools needed to stand out to prospective employers.
4. **Personal Finance (1 hour):** Take control of your financial future with our practical 1-hour course on personal finance. From budgeting and saving to investing, you'll gain valuable insights into managing your money effectively. Secure your financial well-being and build a solid foundation for future prosperity.

Total: \$15,000 for development of curriculum for all four classes.

These classes offer a holistic approach to professional development, covering crucial aspects of business communication, workplace dynamics, employability, and personal finance. Each session is designed to provide actionable insights and practical skills that will benefit participants in their careers and personal lives.



Balazhi construction

Nexhat ballazhi
4690 Squaw Valley Dr, Loves Park IL
61111
+18155435347

INVOICE
INV0132

DATE
Feb 7, 2024

DUE DATE
Feb 7, 2024

BALANCE DUE
USD \$29,600.00

BILL TO

Tad More Tailoring

☐ 815-904-0130

| DESCRIPTION | RATE | QTY | AMOUNT |
|---|-------------|-----|-------------|
| Removing 1800 sqf carpet and installing lvt tiles painting the walls installing 8 outlets closing 3 windows removing one chandelier and pouting new one replacing front blaster at the entry way Labor and materials for the job | \$29,600.00 | 1 | \$29,600.00 |

Payment Info

PAYPAL
ballazhi54@gmail.com

BY CHECK
Ballazhi construction

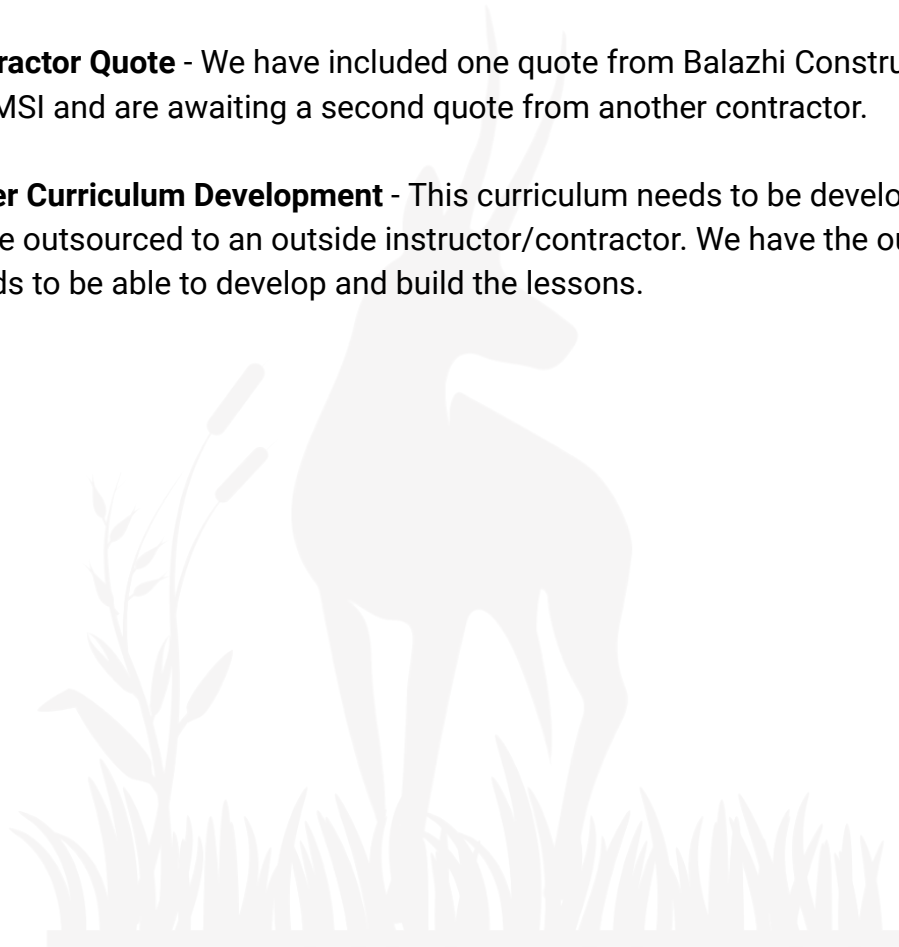
| | |
|-------------|-----------------|
| SUBTOTAL | \$29,600.00 |
| TAX | \$0.00 |
| TOTAL | \$29,600.00 |
| BALANCE DUE | USD \$29,600.00 |



TAD MORE SUSTAINABILITY INSTITUTE

Explanation for Pending/Missing Documents:

1. **Cintas Letter of Support** - We have reached out to Cintas and are awaiting their response.
2. **Second Contractor Quote** - We have included one quote from Balazhi Construction for renovating TMSI and are awaiting a second quote from another contractor.
3. **Blind Hemmer Curriculum Development** - This curriculum needs to be developed at Tad More and cannot be outsourced to an outside instructor/contractor. We have the outline prepared and need the funds to be able to develop and build the lessons.



Attachment A

| Startup Cost | | | | Student Start Up Kit | |
|--|---------------|---------------|---------------------|----------------------|----------|
| Name | Cost per time | Number Needed | total | Name | Price |
| Juki Straight Stitch Sewing Machine includes table | \$750.00 | 10 | \$7,500.00 | Magnetic pin holder | \$10.00 |
| Servo Motor | \$300.00 | 10 | \$3,000.00 | bobbin holder | \$10.00 |
| Smart board | \$5,800.00 | 1 | \$5,800.00 | eye protection | \$5.00 |
| Rolling adjustable chairs with no arms | \$250.00 | 11 | \$2,750.00 | seam ripper | \$1.00 |
| Trash cans | \$5.00 | 9 | \$45.00 | sewing scissors | \$50.00 |
| Reception desk | \$700.00 | 1 | \$700.00 | small screw driver | \$2.00 |
| Computer for reception | \$1,000.00 | 1 | \$1,000.00 | measuring tape | \$1.00 |
| iPad or Laptop for instructor | \$700.00 | 1 | \$700.00 | notebook | \$1.00 |
| Apple pencil | \$120.00 | 1 | \$120.00 | pencil | \$0.50 |
| phone | \$50.00 | 1 | \$50.00 | folder | \$0.50 |
| printer | \$150.00 | 1 | \$150.00 | Pack of bobbins | \$10.00 |
| security system | \$700.00 | 1 | \$700.00 | electric scissors | \$50.00 |
| lights for sewing machines | \$50.00 | 7 | \$350.00 | | |
| tubs for fabric scraps and practice garments | \$11.82 | 10 | \$118.20 | | |
| Storage cabinate for supplies | \$300.00 | 1 | \$300.00 | | |
| Office supplies (paper, pencils, staplers, etc) | \$200.00 | 1 | \$200.00 | total | \$141.00 |
| filing cabinate with at least 2 seperate drawers | \$200.00 | 1 | \$200.00 | | |
| first aid kit | \$40.00 | 2 | \$80.00 | | |
| fire estinguisher | \$70.00 | 2 | \$140.00 | | |
| basic cleaning supplies | \$300.00 | 1 | \$300.00 | | |
| Monitoring Cameras | \$150.00 | 14 | \$2,100.00 | | |
| Serger | \$300.00 | 3 | \$450.00 | | |
| cutting table | \$1,000.00 | 1 | \$1,000.00 | | |
| Electric scissors | \$50.00 | 1 | \$50.00 | | |
| smart board holder | \$500.00 | 1 | \$500.00 | | |
| education center remodeling | \$30,000.00 | 1 | \$30,000.00 | | |
| Curriculum development | \$25,000.00 | 1 | \$25,000.00 | | |
| Recording educational videos | \$15,000.00 | 1 | \$15,000.00 | | |
| industrial iron stream | | 1 | \$2,500.00 | | |
| Blind hem machine | \$350.00 | 3 | \$1,050.00 | | |
| | | | | | |
| | | total | \$101,853.20 | | |

Attachment B

| Monthly Cost: 10 Students | | Monthly Cost: 20 students | |
|--------------------------------|------------|---------------------------|------------|
| Name | Price | Name | Price |
| rent provided by Tad More | \$0.00 | rent provided by Tad More | \$0.00 |
| security system | \$50.00 | security system | \$50.00 |
| cleaning service | \$50.00 | cleaning service | \$400.00 |
| electricity | \$200.00 | electricity | \$200.00 |
| internet | \$150.00 | internet | \$150.00 |
| Google Education Suite | \$36.00 | Google Education Suite | \$36.00 |
| phone line | \$15.00 | phone line | \$15.00 |
| Asana | \$0.00 | Asana | \$22.00 |
| Administration Assistant | \$1,000.00 | Administration Assistant | \$1,600.00 |
| Instructor | \$1,500.00 | Instructor | \$4,800.00 |
| Office supplies | \$50.00 | Office supplies | \$50.00 |
| Insurance provided by Tad More | \$0.00 | Insurance provided by Tad | \$0.00 |
| | | | |
| | | | |
| total | \$3,051.00 | total | \$7,323.00 |



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

TAD MORE SUSTAINABILITY INSTITUTE
6116 MULFORD VILLAGE DR STE 11
ROCKFORD, IL 61107

Date:
04/10/2024
Employer ID number:
99-1920155
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
January 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 16, 2024
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053492012714

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Office of the Secretary of State

ilsos.gov

Vehicle ShowPurchase your Vehicle Show special event license plate. [Learn how!](#)

Business Entity Search

Entity Information

| | | | |
|--------------------------------------|---|---------------------------|----------------|
| Entity Name | TAD MORE SUSTAINABILITY INSTITUTE | | |
| File Number | 74589022 | Status | ACTIVE |
| Entity Type | CORPORATION | Type of Corp | NOT-FOR-PROFIT |
| Incorporation Date (Domestic) | 02-16-2024 | State | ILLINOIS |
| Duration Date | PERPETUAL | | |
| Annual Report Filing Date | 00-00-0000 | Annual Report Year | |
| Agent Information | SARENE ALSHARIF 6116 MULFORD VILLAGE DR STE 11 ROCKFORD ,IL 61107-5216 | Agent Change Date | 02-16-2024 |

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Purchase Master Entity Certificate of Good Standing

Change of Registered Agent and/or Registered Office

Adopting Assumed Name

Parcel Summary



175 EXECUTIVE PKWY

| | | |
|------------|----------------|--------------------------------|
| Pin | Alt.Pin | Property Size |
| 1222353005 | 166C508E | Sq. Feet: 307162 Acres: 7.05 |

Owner Name and Address

175 EXECUTIVE LLC,
 6801 SPRING CREEK RD
 ROCKFORD, IL 61114

Taxpayer Name and Address

175 EXECUTIVE LLC,
 6801 SPRING CREEK RD
 ROCKFORD, IL 61114

Legal Description

MULFORD VILLAGE SHOPPING CENTER PLAT NO 5 PT W1/2 SW1/4 SEC 22-44-2 LOT 6

175 EXECUTIVE PKWY

| | | |
|------------|----------------|--------------------------------|
| Pin | Alt.Pin | Property Size |
| 1222353005 | 166C508E | Sq. Feet: 307162 Acres: 7.05 |

Owner Name and Address

175 EXECUTIVE LLC,
6801 SPRING CREEK RD
ROCKFORD, IL 61114

Taxpayer Name and Address

175 EXECUTIVE LLC,
6801 SPRING CREEK RD
ROCKFORD, IL 61114

Legal Description

MULFORD VILLAGE SHOPPING CENTER PLAT NO 5 PT W1/2 SW1/4 SEC 22-44-2 LOT 6

171 EXECUTIVE PKWY

| Pin | Alt.Pin | Property Size |
|------------|----------|--------------------------------|
| 1222353005 | 166C508E | Sq. Feet: 307162 Acres: 7.05 |

Owner Name and Address

175 EXECUTIVE LLC,
6801 SPRING CREEK RD
ROCKFORD, IL 61114

Taxpayer Name and Address

175 EXECUTIVE LLC,
6801 SPRING CREEK RD
ROCKFORD, IL 61114

Legal Description

MULFORD VILLAGE SHOPPING CENTER PLAT NO 5 PT W1/2 SW1/4 SEC 22-44-2 LOT 6

171 EXECUTIVE PKWY

| Pin | Alt.Pin | Property Size |
|------------|----------|--------------------------------|
| 1222353005 | 166C508E | Sq. Feet: 307162 Acres: 7.05 |

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175 EXECUTIVE LLC,
6801 SPRING CREEK RD
ROCKFORD, IL 61114

Taxpayer Name and Address

175 EXECUTIVE LLC,
6801 SPRING CREEK RD
ROCKFORD, IL 61114

Legal Description

MULFORD VILLAGE SHOPPING CENTER PLAT NO 5 PT W1/2 SW1/4 SEC 22-44-2 LOT 6

Zoning District: C2

Zoning District: C2

SchoolDist : ROCKFORD SCHOOL DIST 205

GradeSchool :

Flood Zone Type

X

In/Out

F

Property Use Code

0071

Description

Commercial Office-Impr

Township

ROCKFORD

Assessor

Ken Crowley

Sales History

| Date | Type | Amount | Doc. No |
|-------------|-------------|---------------|----------------|
| 2014-12-17 | D | .0000 | 20141041173 |
| 2007-11-06 | NOTAD | 1950000.0000 | 0769688 |

| Year | Fair Market Value | Total Tax Bill | Code |
|-------------|--------------------------|-----------------------|-------------|
| 2023 | 3278350.00 | 113456.62 | 451 |

Current Exemptions



Winnebago County Treasurer

[Wincoil Home Page](#)
[Treasurer Home Page](#)
[Supervisor of Assessments](#)
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Parcel Tax Details for Parcel Number 12-22-353-005

[View Property via WinGIS](#)

[View Property Sales Data, Structural Information & Building Permit History via Rockford Township Assessor](#)

Please choose the tax year you would like to view details for:

2023 ▼

Tax Payment Information 2023 taxes payable in 2024

Click here to make a payment

Owner Address

175 EXECUTIVE LLC,
6801 SPRING CREEK RD
ROCKFORD, IL 61114

Taxbill Address

175 EXECUTIVE LLC
6801 SPRING CREEK RD
ROCKFORD,IL 61114

----- First Installment-----

Due Date: 6/14/2024
Amount: 56728.31
Penalty: 0.00
Cost: 0.00
Total Due: 56728.31
Paid: Date:
By:

----- Second Installment-----

Due Date: 9/6/2024
Amount: 56728.31
Penalty: 0.00
Cost: 0.00
Total Due: 56728.31
Paid: Date:
By:

For Parcel Address: 175 107 EXECUTIVE PKWY

Tax Calculation

| Description | | Amount |
|--------------------------------------|---|--------------------------------|
| Board of Review Assessed Value | | 1092673 |
| Township Equalization Factor | x | 1.0000 |
| Board of Review Equalized Value | = | 1092673 |
| Home Improvement Exemption | - | 0 |
| Disabled Veteran Exemption | - | 0 |
| Department of Revenue Assessed Value | = | 1092673 |
| County Multiplier | x | 1.0000 |
| Revised Equalized Value | = | 1092673 |
| Senior Freeze Exemption | - | 0 |
| FAF/VAF Exemption | - | 0 |
| Owner Occupied Exemption | - | 0 |
| Over 65 Exemption | - | 0 |
| New Disabled or Veteran Exemption | - | 0 |
| Returning Veteran Exemption | - | 0 |
| Taxable Value | = | 1092673 |
| Tax Rate for Tax Code 451 | x | 10.3834 |
| Calculated Tax | = | \$113456.62 |
| Non Ad Valorem - | + | \$0.00 |
| Abatements | - | \$0.00 |
| TOTAL TAX DUE: | = | \$113456.62 |
| Fair Market Value: 3278350 | | 1977 Equalized Value: 0 |

Taxing Bodies and Rates

| Taxing Body | Rate | Tax |
|----------------------------------|-------------|------------|
| WINNEBAGO COUNTY | 0.7587 | \$3957.74 |
| FOREST PRESERVE | 0.0913 | \$476.26 |
| ROCKFORD TOWNSHIP | 0.0963 | \$502.35 |
| ROCKFORD CITY | 2.1972 | \$11461.65 |
| ROCKFORD PARK DISTRICT | 0.8914 | \$4649.97 |
| FOUR RIVERS SANITATION AUTHORITY | 0.1425 | \$743.35 |
| ROCKFORD CITY LIBRARY | 0.3528 | \$1840.37 |
| GREATER RKFD AIRPORT | 0.0877 | \$457.49 |
| ROCKFORD SCHOOL DIST 205 | 5.1954 | \$27101.70 |
| COMMUNITY COLLEGE 511 | 0.4593 | \$2395.93 |
| ROCKFORD TWSP ROAD | 0.1108 | \$577.99 |
| MULFORD & EAST STATE STREET TIF | 0.0000 | \$59291.82 |

***** End of Real Estate Tax Information *****

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**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**



Resolution Executive Summary

Committee Date: Thursday, May 16, 2024
Committee: Operations & Administrative
Prepared By: Chris Dornbush

Document Title: Resolution Authorizing Acceptance Of Credit Cards By The Winnebago County Regional Planning And Economic Development Department And The Winnebago County Highway Department For Permitting Fees

Board Meeting Date: Thursday, May 23, 2024

Budget Information:

| | |
|--|-------------------------|
| Budgeted? Yes | Amount Budgeted? |
| If not, originally budgeted, explain the funding source? | |
| If ARPA or CIP funded, original Board approved amount? NA | |
| Over or Under approved amount? NA | By: \$ |
| If ARPA funded, was it approved by Baker Tilly? N/A | |
| ORG/OBJ/Project Codes: | Descriptor: |
| Budget Impact? | |

Background Information:

Winnebago County Regional Planning & Economic Development Department (RPED) and Highway Department both process permits related to their area of specialty. As a convenience to customers the accepted credit cards can allow for improved customer service through the online portal that's part of Brightly Software (permitting) that has been implemented in 2024. To be able to accept credit card payments, the County Board must authorize it. There are no ongoing fees associated with the licensing or implementation for the County. The company does add on a processing fee in addition to permit cost that is covered by the user/applicant, not the County.

Recommendation:

Administration supports this credit card vendor, which can be implemented into the permitting software for more convenience to citizens/contractors needing permits and lessen risk to the County.

Contract/Agreement:

Yes

Legal Review:

Yes

Follow-Up:

Staff can follow-up with any questions that the Committee or entire Board may have.

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

2024 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

**RESOLUTION AUTHORIZING ACCEPTANCE OF CREDIT CARDS BY THE
WINNEBAGO COUNTY REGIONAL PLANNING AND ECONOMIC DEVELOPMENT
DEPARTMENT AND THE WINNEBAGO COUNTY HIGHWAY DEPARTMENT
FOR PERMITTING FEES**

WHEREAS, the County of Winnebago, Illinois (County) and its' Regional Planning and Economic Development and County Highway Departments 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 Regional Planning and Economic Development and County Highway Departments would like to continue providing customers with convenient options for making payments for permitting 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 Regional Planning and Economic Development and County Highway Departments requests the Winnebago County Board approve the acceptance of credit cards for the payment of all funds owed to the Regional Planning and Economic Development and County Highway Departments for permitting 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 Regional Planning and Economic Development and County Highway Departments for permitting 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 Chief Operations Officer, County Community Development Director, County Highway Engineer, and County Auditor.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chair

Keith McDonald, Chair

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

Michael Thompson

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

ATTEST:

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



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Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

LOCAL GOVERNMENT

(50 ILCS 345/) Local Governmental Acceptance of Credit Cards Act.

(50 ILCS 345/1)

Sec. 1. Short title. This Act may be cited as the Local Governmental Acceptance of Credit Cards Act.
(Source: P.A. 90-518, eff. 8-22-97.)

(50 ILCS 345/10)

Sec. 10. Definitions.

"Authorized obligation" means, in connection with a county, city, town, or other similar form of local municipal government, any fine, fee, charge, tax, or cost imposed by, owing to, or collected by or on behalf of a unit of local government. In connection with a community college district, "authorized obligation" means tuition costs, books, charges for meals, and other education or college-related fines, fees, charges, or costs imposed upon or incurred by students or pupils.

"Credit card" means an instrument or device, whether known as a credit card, bank card, charge card, debit card, automated teller machine card, secured credit card, smart card, electronic purse, prepaid card, affinity card, or by any other name, issued with or without fee by an issuer for the use of the holder to obtain credit, money, goods, services, or anything else of value.

(Source: P.A. 90-518, eff. 8-22-97.)

(50 ILCS 345/15)

Sec. 15. Local government credit card acceptance program.

(a) Any unit of local government and any community college district that has the authority to accept the payment of funds for any purpose is authorized, but not required, to accept payment by credit card.

(b) This Act shall be broadly construed to authorize, but not require, acceptance of credit card payments by all units of local government and community college districts.

(c) This Act authorizes the acceptance of credit card payments for all types of authorized obligations.

(d) This Act does not limit the authority of clerks of court to accept payment by credit card pursuant to the Clerks of Courts Act or the Unified Code of Corrections.

(e) A local governmental entity may not receive and retain, directly or indirectly, any convenience fee, surcharge, or other fee in excess of the amount paid in connection with the credit card transaction. In addition, a financial institution or service provider may not pay, refund, rebate, or return, directly or indirectly, to a local governmental entity for final retention any portion of a surcharge, convenience fee, or other fee paid in connection with a credit card transaction. (Source: P.A. 102-558, eff. 8-20-21.)

(50 ILCS 345/20)

Sec. 20. Election by local governmental entities to accept credit cards.

(a) The decision whether to accept credit card payments for any particular type of obligation shall be made by the governing body of the local governmental entity that has general discretionary authority over the manner of acceptance of payments. The governing body may adopt reasonable rules governing the manner of acceptance of payments by credit card. Except as provided in subsection (b) of Section 20-25 of the Property Tax Code, no decision to accept credit card payments under this Act shall be made until the governing body has determined, following a public hearing held not sooner than 10 nor later than 30 days following public notice of the hearing, that the acceptance of credit card payments for the types of authorized obligations specified in the public notice is in the best interests of the citizens and governmental administration of the local governmental entity or community college and of the students and taxpayers thereof.

(b) The governing body of the entity accepting payment by credit card may enter into agreements with one or more financial institutions or other service providers to facilitate the acceptance and processing of credit card payments. Such agreements shall identify the specific services to be provided, an itemized list of the fees charged, and the means by which each such fee shall be paid. Such agreements may include a discount fee to cover the costs of interchange, assessments and authorizations, a per item processing fee for the service provider, and any other fee, including a payment of a surcharge or convenience fee, that may be applicable to specific circumstances. Any agreement for acceptance of payments by credit cards may be canceled by the governmental entity upon giving reasonable notice of intent to cancel.

(c) An entity accepting payments by credit card may pay amounts due a financial institution or other service provider by (i) paying the financial institution or other service provider upon presentation of an invoice or (ii) allowing the financial institution or other service provider to withhold the amount of the fees from the credit card payment. A discount or processing fee may be authorized whenever the governing body of the entity determines that any reduction of revenue resulting from the discount or processing fee will be in the best interest of the entity. Items that may be considered in making a determination to authorize the payment of fees or the acceptance of a discount include, but are not limited to, improved governmental cash flows, reduction of governmental overhead, improved governmental financial security, a combination of these items, and the benefit of increased public convenience. No payment to or withheld by a financial institution or other service provider may exceed the amounts authorized under subsection (b) of Section 25.

(d) Unless specifically prohibited by an ordinance or rule adopted by the governing body of the local governmental entity,

a person may pay multiple tax bills in a single transaction.
(Source: P.A. 96-1248, eff. 7-23-10.)

(50 ILCS 345/25)

Sec. 25. Payment of fees by cardholders.

(a) The governing body of a local governmental entity authorizing acceptance of payment by credit card may, but is not required to, impose a convenience fee or surcharge upon a cardholder making payment by credit card in an amount to wholly or partially offset, but in no event exceed, the amount of any discount or processing fee incurred by the local governmental entity. This convenience fee or surcharge may be applied only when allowed under the operating rules and regulations of the credit card involved. When a cardholder elects to make a payment by credit card to a local governmental entity and a convenience fee or surcharge is imposed, the payment of the convenience fee or surcharge shall be deemed voluntary by the person and shall not be refundable.

(b) No fee, or accumulation of fees, that exceeds the lesser of \$20 or 5% of the principal amount charged may be imposed in connection with the issuance of any license, sticker, or permit, or with respect to any other similar transaction. No fee, or accumulation of fees, that exceeds the lesser of \$5 or 5% of the transaction involved may be imposed in connection with the payment of any fine. No fee, or accumulation of fees, in excess of the lesser of \$40 or 3% of the principal amount charged may be imposed in connection with the payment of any real estate or other tax.

(c) Notwithstanding the provisions of subsection (b), a minimum fee of \$1 may be imposed with respect to any transaction.

Notwithstanding the provisions of subsection (b), a fee in excess of the limits in subsection (b) may be imposed by a local governmental entity on a transaction if (i) the fee imposed by the local governmental entity is no greater than a fee charged by the financial institution or service provider accepting and processing credit card payments on behalf of the local governmental entity; (ii) the financial institution or service provider accepting and processing the credit card payments was selected by competitive bid and, when applicable, in accordance with the provisions of the Illinois Procurement Code; and (iii) the local governmental entity fully discloses the amount of the fee to the cardholder.

(Source: P.A. 92-114, eff. 1-1-02.)

(50 ILCS 345/30)

Sec. 30. Relief from underlying obligation. A person who makes a payment by credit card to a local governmental entity shall not be relieved from liability for the underlying obligation except to the extent that the local governmental entity realizes final payment of the underlying obligation in cash or the equivalent. If final payment is not made by the credit card issuer or other guarantor of payment in the credit card transaction, then the underlying obligation shall survive and the local governmental entity shall retain all remedies for enforcement that would have applied if the credit card transaction had not occurred. A person making payment by credit card is not liable for any discount or fee paid to a credit card issuer or other party by a local governmental entity.

(Source: P.A. 90-518, eff. 8-22-97.)

(50 ILCS 345/35)

Sec. 35. Liability of local governmental employees. A local governmental employee who accepts payment by credit card in

accordance with this Act and any applicable rules shall not incur personal liability for the final collection of the payment.

(Source: P.A. 90-518, eff. 8-22-97.)

(50 ILCS 345/95)

Sec. 95. (Amendatory provisions; text omitted).

(Source: P.A. 90-518, eff. 8-22-97; text omitted.)

(50 ILCS 345/99)

Sec. 99. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 90-518, eff. 8-22-97.)

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Resolution Executive Summary

Committee Date: Thursday, May 16, 2024

Committee: Operations & Administrative

Prepared By: Chris Dornbush

Document Title: Resolution Awarding Payment Processing Services To Autoagent Data Solutions, LLC (MuniciPAY) For The Winnebago County Regional Planning And Economic Development Department And The Winnebago County Highway Department

Board Meeting Date: Thursday, May 23, 2024

Budget Information:

| | |
|--|-------------------------|
| Budgeted? Yes | Amount Budgeted? |
| If not, originally budgeted, explain the funding source? | |
| If ARPA or CIP funded, original Board approved amount? NA | |
| Over or Under approved amount? NA | By: \$ |
| If ARPA funded, was it approved by Baker Tilly? N/A | |
| ORG/OBJ/Project Codes: | Descriptor: |
| Budget Impact? | |

Background Information:

Winnebago County Regional Planning & Economic Development Department (RPED) and Highway Department (HWY) both process permits related to their area of specialty. September 7, 2023 both RPED and HWY awarded a bid for implementing new permitting software (Brightly) to assist with customer convenience. Autoagent (MuniciPAY), founded in 2001, offers an online portal that can be integrated into this Brightly software. MuniciPay services over 3,500 counties, 25 being within Illinois, inclusive of the Winnebago County Treasurer already utilizing MassPay Escrow Reporting & Payment Portal for over 12 years and being pleased with their services. Implementation is expected to take 2-3 weeks with a rate of 2.29% or \$2.00 minimum per transaction. Payment types currently include; credit card (Visa, MasterCard, Discover, AMEX, Apple/Google/Samsung Pay), debit card, eCheck, Apple Pay, and Samsung Pay. They are expecting to be able to process PayPal and Venmo soon.

Recommendation:

Administration supports this credit card vendor, which can be implemented into the permitting software for more convenience to citizens/contractors needing permits and lessen risk to the County.

Contract/Agreement:

Yes

Legal Review:

Yes

Follow-Up:

Staff can follow-up with any questions that the Committee or entire Board may have.

Regional Planning & Economic Development Department

404 Elm Street, Rm 403, Rockford, IL 61101 | www.wincoil.gov

Phone: (815) 319- 4350 | E-mail: permits@rpel.wincoil.gov

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

2024 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

**RESOLUTION AWARDING PAYMENT PROCESSING SERVICES TO AUTOAGENT
DATA SOLUTIONS, LLC (MUNICIPAY) FOR THE WINNEBAGO COUNTY REGIONAL
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT AND THE WINNEBAGO
COUNTY HIGHWAY DEPARTMENT**

WHEREAS, the County of Winnebago, Illinois (County) and its' Regional Planning and Economic Development (RPED) and Highway (HWY) Department's issue permits relating to their areas of specialty in the County; and

WHEREAS, RPED and HWY contracted into an agreement for new permitting software in late summer of 2023 and are seeking to make permitting more convenient to users by providing an online portal in addition to being able to have a payment terminal(s) within the office to process payments for permitting; and

WHEREAS, RPED and HWY would like to continue providing customers with convenient options for making payments for permitting services and will need to have a merchant vendor that is compatible with Brightly Software, Inc (Brightly), software; and

WHEREAS, Winnebago County received 4 responses from the Request For Proposal Payment Processing Services (24P-2342); and

WHEREAS, AutoAgent Data Solutions, LLC (MuniciPAY) was one of the companies who responded, has existed since 2001 and has established themselves as an electronic payment processing company that focuses on the government sector by providing services to 3,500 counties in the United States and 25 within Illinois; and

WHEREAS, MuniciPAY can provide an interface with Brightly software that will allow the RPED and HWY to improve customer service; and

WHEREAS, the Operations and Administrative Committee concurs with this request for awarding payment processing services to Autoagent Data Solutions, LLC (MuniciPAY) and recommends approval by the Winnebago County Board.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that Joseph V. Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to enter and sign the

documents necessary for payment processing services with Autoagent (MuniciPAY), which shall be in substantially the same form as attached hereto as, **EXHIBIT A**.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption, however that money transactions with Autoagent (MuniciPAY) shall not begin any sooner than June 24, 2024.

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 Chief Operating Officer, County Community Development Director, County Highway Engineer, and County Auditor.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chair

Keith McDonald, Chair

Valerie Hanserd, Vice Chair

Valerie Hanserd, Vice Chair

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

Michael Thompson

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

ATTEST:

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

EXHIBIT A

AGREEMENT:

The Implementation, Hosting and Maintenance of the Online Payment Portal Solution known as "MuniciPay"

Prepared for:

Winnebago County, IL.

AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between Autoagent Data Solutions, LLC and its affiliates (hereinafter, "Company"), a Delaware corporation, maintaining its principal place of business at 433 Plaza Real, Suite 275, Boca Raton, FL 33432, and Winnebago County, IL (hereinafter, "Merchant"), a government agency maintaining its principal place of business at 404 Elm Street, Rockford, IL 61101.

1. **SERVICE:** Company shall make the online payment portal solution known as "MuniciPay" ("MuniciPay") available to Merchant at no cost to Merchant subject to the terms and conditions set out in this Agreement. Merchant agrees to utilize MuniciPay as the exclusive online and in-person payment processing solution for the Department and Payment Types as listed in Section 4 below. Merchant agrees to cease its use of any other solution that may violate this provision as soon as practical but in no event more than 91 days after the Effective Date of this Agreement.
2. **TERM:** This Agreement shall be in effect for a period of two (2) years from the Effective Date and shall be renewed automatically for successive one (1) year terms thereafter unless either party provides not less than sixty (60) days' written notice of its intent not to renew.
3. **TERMINATION:** Either party may terminate this Agreement at any time during the term or any renewal term upon the occurrence or any one or more of the following:
 - a. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination. Upon termination of this Agreement, the parties will abide by industry security standards as to the security of cardholder data. The effective date of termination will be the date the notice is received by the Company or the date stated in the notice, whichever is later. No costs incurred after the effective date of the termination are allowed. No amount of compensation is permitted for anticipated profits on unperformed services.
 - b. A violation of the exclusivity provision of Section 1, above, by the other party that remains uncured more than ten (10) business days after the party's receipt of written notice thereof;
 - c. A breach of any other material provision of this Agreement by the other party that remains uncured more than ten (10) business days after the party's receipt of written notice thereof; and
 - d. The other party's failure to pay any amount owed under this Agreement for more than ten (10) business days after the date such amount is due to be paid.
4. **DEPARTMENT AND PAYMENT TYPES:** Merchant shall use Municipay for the following payment transactions ("Payment Transactions"):
 - Regional Planning and Economic Development Department (Building / Planning / Zoning)
 - Development Applications
 - Permits
 - Highway Department
5. **SERVICE FEES:** There are no service fees (hereinafter, "Fees") to be paid to Company by Merchant associated with its use of the MuniciPay solution. Rather, Company shall collect Fees from end users of the MuniciPay solution ("Payers"). Payers are individuals or entities who make Payment Transactions to Merchant using MuniciPay.

The Fees that Company may collect from Payers are as follows:

- Regional Planning and Economic Development Department (Building / Planning / Zoning)
 - Electronic Checks / ACH: \$0.00
 - Debit Cards / Credit Cards: 2.29% with a \$2.00 minimum
- Highway Department
 - Electronic Checks / ACH: \$0.00
 - Debit Cards / Credit Cards: 2.29% with a \$2.00 minimum

6. **MUNICIPAY PLATFORM AVAILABILITY:** Company shall make the MuniPay solution available to Merchant 7 days a week, 24 hours a day with availability equal to or in excess of 99% per month, excluding scheduled maintenance windows. Company shall notify the County by e-mail of the upcoming scheduled maintenance, especially if outages are a possibility.
7. **PROGRAMMING:** Company shall not have access to any computer hardware of the Merchant. Company shall perform all programming and customization for Merchant within the MuniPay solution.
8. **BILLING DATA DELIVERY:** If Merchant's use of the MuniPay solution requires the provision of updated billing information, Merchant agrees to supply updated billing data to Company a minimum once per business day during the billing cycles, either directly or through Merchant's Integrated Software Vendor. Merchant will post its transactions either by daily batch or, if available, by real-time API.
9. **IN-PERSON DEVICES:** Company shall provide the following devices to Merchant on the terms specified below:
 - Three (3) IDTech Chip Reader EMV device(s) -- free of charge (normally \$229/each retail price) ¹
 - Merchant may purchase additional devices at Company's then-current pricing at the time of purchase
 - All devices will have a one-year warranty
10. **MAINTENANCE AND HOSTING; USE:** Company will host and maintain the MuniPay solution as part of its service. The Merchant shall not be responsible for any expenditures that Company may incur in relation to the hosting and maintaining the MuniPay solution.
11. **CUSTOMER SERVICE:** Merchant will be responsible for customer service regarding the primary transaction, including general questions, voids, returns, and refunds. Company will support Merchant and communicate directly with Payers regarding escalated issues that cannot be handled by Merchant's staff. Company will be responsible for customer service regarding the service Fee transaction.
12. **MERCHANT'S PAYMENT OBLIGATIONS:** Merchant understands and agrees that it shall be responsible for any chargebacks or returns of transactions processed through the MuniPay solution (excluding service Fee transactions). Merchant agrees to pay to Company, promptly upon notice from Company but in no event more than ten (10) business days after Merchant's receipt of written notice thereof, any such chargeback or return amounts, as well as any fines, fees, penalties or other amounts incurred by Company and caused by or resulting from Merchant's violation of applicable law or regulations, or rules of the payment card networks (e.g., Visa, Mastercard, American Express, Discover, etc.).
13. **PCI COMPLIANCE:** Each of the parties hereto agrees to comply with applicable requirements of PCI DSS throughout the term of this Agreement.
14. **OWNERSHIP AND LICENSE:** Merchant shall have no ownership of the MuniPay solution, including any modifications made thereto. Any and all intellectual property developed and compiled by Company pursuant to this Agreement shall be the sole property of Company. Merchant agrees to use the MuniPay solution only for processing payments as contemplated by this Agreement. Merchant shall not copy, reproduce, decompile/recompile, or reconstruct the MuniPay solution, and shall not use the MuniPay solution for any unlawful or improper purpose or otherwise misuse the MuniPay solution. Merchant shall not allow any person or entity other than Merchant and its authorized personnel to use the MuniPay solution to accept payments.
15. **NOTICES:** Notices provided in association with this Agreement shall be provided in writing to the address of the parties first set forth above. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Refusal to accept delivery has the same effect as receipt.

¹ For devices provided free of charge, Merchant agrees:

- If the Agreement is terminated prior to its full term, Merchant shall pay Company the retail price specified above for the devices.
- Within ten (10) business days following termination or expiration of the Agreement, Merchant shall return any free devices to Company. For any devices that are not timely returned to Company, Merchant shall pay Company the retail price specified above.

16. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by and construed under the laws of the State of Illinois. The Company irrevocably agrees that, subject to the Merchant's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the Circuit Court of Winnebago County, State of Illinois, and the Company consents and submits to the jurisdiction thereof. In accordance with these provisions, the Company waives any right it may have to transfer or change the venue of any litigation brought against it by the Merchant pursuant to this Agreement.

17. **NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, all obligations of the Merchant under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Merchant shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

18. **INDEMNITY:** Company agrees to indemnify and hold harmless the Merchant for and against any loss or expense incurred by the Merchant that is caused by the Company's gross negligence or willful misconduct. Merchant agrees to indemnify and hold harmless the Company for and against any loss or expense incurred by the Company that is caused by the Merchant's gross negligence or willful misconduct.

ACCEPTANCE

The undersigned execute the foregoing agreement by placing their signatures below as of the Effective Date.

FOR THE MERCHANT:

Company: Winnebago County, Illinois
Government

Name: Joseph V. Chiarelli

Signature: _____

Title: Chairman of the Board of
Winnebago County, Illinois

Address: 404 Elm Street

Rockford, IL 61101

FOR AUTOAGENT:

Company: Autoagent Data Solutions, LLC

Name: Stacy Hunt

Signature: _____

Title: VP of Business Development

Address: 433 Plaza Real, Suite 275

Boca Raton, FL 33432



Winnebago County - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

(815)319-4380 Purchasing@purchasing.wincoil.gov

| | | | |
|--|-----------------------------|----------------|----------|
| REQUEST FOR PROPOSALS | 24P-2342 | ISSUE DATE | 2/29/24 |
| RFP TITLE | PAYMENT PROCESSING SERVICES | | |
| RFP DUE DATE | 3/29/24 | DUE TIME (CST) | 11:00 AM |
| SUBMIT 6 PAPER COPIES, PLUS 1 MEMORY STICK | | BOND REQUIRED | NONE |

The County of Winnebago, Illinois, hereby solicits qualified and interested firms to submit proposals for **Payment Processing Services** for the Planning/Zoning and Highway Departments.

Proposals must be delivered by the date and time listed under **Schedule of Events** to:

Winnebago County Purchasing Department
404 Elm Street - Room 202 Rockford, IL 61101

OVERVIEW OF THE COUNTY OF WINNEBAGO:

The County of Winnebago is a unit of local government in the State of Illinois with a current population of almost 300,000 as estimated by the US Census Bureau, within its 519 square miles. It is the 7th most populous County in Illinois. The governing body is the County Board, which is comprised of twenty members. The County has eighteen (18) constructed facilities in various locations totaling approximately 1,684,230 SF.

GENERAL REQUIREMENTS

This is a County Request for Proposals. Proposals will be opened and evaluated in private and submittal information will be kept confidential until a final selection is made.

SUBMISSION DATE AND TIME

No later than 11:00 a.m. (CST) on March 29, 2024— Proposals received after the submittal time will be rejected. (Refer to Schedule of Events)

CONTRACT TERM

The term of this contract will be for two (2) years with three (3) additional one-year renewal options.

SCHEDULE OF EVENTS

| | |
|---------|--|
| 2/29/24 | RFP Solicitation is made available on our website wincoil.gov |
| 3/8/24 | Questions emailed to purchasing@purchasing.wincoil.gov by 2:00 PM |
| 3/13/24 | Questions answered via Addendum sent and posted on website by 12:00 PM |
| 3/29/24 | RFP submittals due by 11:00 AM |

CONTACT PERSON: Hope Edwards, Director of Purchasing – purchasing@purchasing.wincoil.gov

Any communication regarding this invitation between the date of issue and date of award is required to go through a contact listed above. Unauthorized contact with other County Offices or employees is strictly forbidden and may result in disqualification of Responder’s Proposal.

Clarification and/or Questions shall be submitted by email to purchasing@purchasing.wincoil.gov and no later than the question deadline indicated in the **Schedule of Events**.

All proposals are subject to staff analysis. The County reserves the right to accept or reject any and all proposals received, and waive any and all technicalities.

Please review this document carefully.

SECTION ONE: GENERAL CONDITIONS

AMERICANS WITH DISABILITIES ACT

The Proposer will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable Federal Regulations under the Act, including 28 CFR Parts 35 and 36.

CANCELLATION

The County of Winnebago reserves the right to cancel any Contract in whole or in part without penalty due to failure of the Proposer to comply with terms, conditions and specifications of their awarded Contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Proposer certifies, by submission of this Proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, Contracts, and Subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation in their proposal response.

Additionally, for all new Proposer's and Proposer's to be paid, the Purchasing Department will review the Federal and State Excluded Parties List System prior to requesting the Proposer be created in our accounting system.

COMPLIANCE WITH LAWS

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful Proposer must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

The Proposer must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Proposer must require any and all Subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this Proposal and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this Contract, additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the Proposer/Composer will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the Proposer, it reserves the right to reject any Proposal, cancel any Contract and pursue any other legal remedies deemed necessary.

COST OF THE PROPOSAL

Expenses incurred in the preparation of Proposals in response to this RFP is the Proposer's sole responsibility. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting Proposals, providing additional information when requested by the County, or for participating in any selection interviews.

DISPUTES

In case of disputes as to whether or not an item or service quoted or delivered meet specifications, the decision of the Director of Purchasing, or authorized representative, shall be final and binding to all parties.

FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a Proposal will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a Proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act.

Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

INDEMNITY

The Proposer shall, at all times, fully indemnify, hold harmless, and defend Winnebago County and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Contract by the Proposer and its employees, or because of any act or omission, neglect or misconduct of the Proposer, its employees and agents or its Subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Proposer's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting Winnebago County and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Proposer shall likewise be liable for the cost, fees and expenses incurred in Winnebago County's or the Proposer's defense of any such claims, actions, or suits. The Proposer shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

NON-COLLUSION

The Proposer, by its officers, agents or representatives present at the time of filing this RFP, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Proposer's, or with any public officer of the County of Winnebago, Illinois, whereby, the Proposer has not paid or is to pay to such Proposer or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other Proposer(s). Whereby, no inducement of any form or character other than that which appears upon the face of the RFP will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said RFP or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this RFP.

PROMPT PAYMENT ACT

The Proposal should provide that all payments are subject to Local Governmental Prompt Payment Act.

PROTEST

Firms wishing to protest any RFP and/or awards shall notify the Director of Purchasing in writing within five (5) calendar days after the RFP due date/opening. The notification should include the RFP number, the name of the firm protesting and the reason why the firm is protesting the RFP. The Director of Purchasing will respond to the protest within five (5) calendar days.

RESERVATION OF RIGHTS

Winnebago County reserves the right to reject any or all Proposals failing to meet the County specifications or requirements and to waive technicalities. If, in the County’s opinion, the lowest Proposal is not the most responsible Proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County. Intangible factors, such as the Proposer’s reputation and past performance, will also be weighed.

The Proposer’s failure to meet the mandatory requirements of the RFP will result in the disqualification of the Proposal from further consideration.

Winnebago County further reserves the right to reject all Proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP. The County reserves the right to award to more than one vendor.

Submission of a Proposal confers no rights on the Proposer to a selection or to a subsequent Contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at Winnebago County’s discretion and shall be made in the best interest of the County.

TERMINATION, CANCELLATION AND DAMAGES

The County may terminate based on the Proposer’s breach or default. Unless the breach or default creates an emergency, as determined in the County’s sole discretion, the Proposer shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Proposer’s breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Proposer any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Proposer under this Proposal or any unrelated Contract. Winnebago County may terminate any Contract or agreement resulting from this RFP at any time for any reason by giving at least thirty (30) days’ notice in writing to awarded Proposer. If the Contract is terminated by the County as provided herein, the Proposer will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

PROPOSER’S RESPONSIBILITY FOR SERVICES PROPOSED

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposer’s to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by an authorized representative of the Proposer or by formal written notice prior to the final due date and time specified for Proposal submission. Submitted Proposals will become the property of the County of Winnebago after the Proposal submission deadline.

However, no Proposer shall withdraw or cancel their Proposal for a period of sixty (60) days after said advertised closing time for the receipt of Proposals; the successful Proposer shall not withdraw or cancel their Proposal after having been notified by the Director of Purchasing that said Proposal has been accepted by the County Board.

The Proposer, by signing the Proposal Bid Form, acknowledges, understands and abides by all of the above "Requirements for Bidding and Instructions to Proposers".

END OF SECTION ONE: GENERAL CONDITIONS

SECTION TWO: INSTRUCTION TO PROPOSERS

INTRODUCTION/BACKGROUND

The County of Winnebago is seeking proposals for **Payment Processing Services for the Planning/Zoning and Highway Departments.**

COPIES OF RFP DOCUMENTS

- A. Only complete sets of RFP solicitation documents should be used for preparing proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of RFP solicitation documents must be obtained on the County's website.
- C. Submitted Proposals **MUST** include all forms and requirements as called for in the Request for Proposals. Failure to include all necessary forms will result in a non-responsive proposal.

EXAMINATION OF RFP DOCUMENTS

- A. Each Proposer shall carefully examine the RFP and other documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the proposal. Ignorance on the part of the Proposer shall in no way relieve him/her of the obligations and responsibilities assumed under the proposal.
- B. Should a Proposer find discrepancies or ambiguities in, or omissions from, the specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the County by email at purchasing@purchasing.wincoil.gov by the **Schedule of Events deadline.**

INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the documents. Any inquiries or requests for interpretation must be received ***in writing by the date specified, in the Schedule of Events,*** emailed to purchasing@purchasing.wincoil.gov

All such changes or interpretation will be made in writing in the form of an addendum and, if issued, shall be posted on the County's website no later than five (5) business days prior to the established Proposal due date. It shall be the Proposer's sole responsibility thereafter to find and download the addendum.

Each Proposer **MUST** acknowledge receipt of such addenda on the Proposal Signature Form. All addenda are a part of the documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before proposals are opened.

GOVERNING LAWS AND REGULATIONS

The Proposer is required to be familiar with and shall be responsible for complying with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for Winnebago County and municipalities within Winnebago County are the responsibility of the Proposer.

HOLD HARMLESS CLAUSE

The Proposer covenants and agrees to indemnify, hold harmless and defend Winnebago County, its Board members, officers, employees, agents and servants from any and all claims for bodily injury,

including death, personal injury, and property damage, including damage to property owned by County, and any other losses, damages, and expenses of any kind, including attorneys' fees, costs and expenses, which arise out of, in connection with, or by reason of services provided by the Proposer or any of its Sub-consultant(s) in any tier, occasioned by the negligence, recklessness, or intentionally wrongful conduct of the Proposer, or its Sub-consultant(s) in any tier, their officers, employees, servants or agents. In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall indemnify the County from any and all increased expenses resulting from such delay.

Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Proposer, the Proposer agrees and warrants that Proposer shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

PREPARATION OF PROPOSALS

Signature of the Proposer: The Proposer must sign the proposal forms in the space provided for the signature. If the Proposer is an individual, the words "Doing Business As", or "Sole Owner" must appear beneath such signature. In the case of a Partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature.

If the Proposer is a limited liability company, the title of person signing the Proposal on behalf of the limited liability company must be stated and evidence of his authority to sign the Proposal must be submitted.

SUBMISSION OF PROPOSALS

- A. Proposals shall be submitted to Winnebago County at the designated location not later than the time and date for receipt of proposals indicated in the RFP solicitation, or any extension thereof made by Addendum. Winnebago County's representative authorized to open the proposals will decide when the specified time has arrived and no Proposals received thereafter will be considered. Proposals received after the time and date for receipt of Proposals will be returned unopened.
- B. Winnebago County Purchasing Department receives proposals by paper only. Please DO NOT email or fax proposals.
- C. Each Proposer shall submit with his Proposal the required evidence of his qualifications and experience.

MODIFICATION OF PROPOSALS

Written modification will be accepted from firms if addressed to the entity and address indicated in the Request for Proposals and received prior to Proposal due date and time. Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified by delivery to the County Purchasing Department of a complete Proposal as modified.

All emails shall be marked "Modified Proposal" delivery shall comply with requirements for the original proposal.

RESPONSIBILITY FOR PROPOSAL

The Proposer is solely responsible for all costs of preparing and submitting the proposal, regardless of whether a contract award is made by the County. *Unless otherwise specified by the Proposer, the County has no less than one hundred twenty (120) day to make a final selection.*

RECEIPT AND OPENING OF PROPOSALS

The properly identified Proposals received on time will be opened by the County Purchasing Department. Any Proposal not received by the Purchasing Department on or before the deadline for receipt of proposals designated in the solicitation or Addendum(s) will not be opened.

AWARD OF CONTRACT

- A. The County reserves the right to waive any informality in any proposal, or to re-advertise for all or part of the work contemplated. If proposals are found to be acceptable, written notice will be given to the selected Proposer of the award of the contract. The County reserves the right to reject any and all proposals.
- B. If the award of a contract is annulled, the County may award the contract to another Proposer(s), or the work may be re-advertised or may be performed by other qualified personnel as the County decides.
- C. A contract will be awarded to the Proposer(s) deemed to provide the services which are in the best interest of the County.
- D. The County also reserves the right to reject the proposal of a Proposer who has previously failed to perform properly or to complete contracts of a similar nature on time.

MANDATORY OR NON-MANDATORY PRE-PROPOSAL MEETINGS

If identified in the issued solicitation, the County may conduct a mandatory or non-mandatory pre-proposal meeting and/or allow prospective vendors to inspect the location where the work will be performed. When applicable, the solicitation will identify whether a mandatory or a non-mandatory pre-proposal meeting and/or inspection will be held. The Director of Purchasing, or designee, is responsible for facilitating the mandatory or non-mandatory pre-proposal meeting. The Director of Purchasing, or designee will require that all attendees sign-in on a Pre-Proposal Meeting Sign-In Form and that form will be maintained as part of the solicitation file.

Open dialog from potential vendors and the County is encouraged during the pre-proposal meeting and/or inspection as vendor questions may assist the County in identifying potential gaps in the solicitation and provide valuable information a vendor may need to submit an accurate proposal. Statements made by the Director of Purchasing or designee at a pre-proposal meeting and/or inspection are not considered revisions or additions to the solicitation.

Any changes made to the solicitation following a pre-proposal meeting must be made in writing and will act as an addendum to the original issued solicitation.

END OF SECTION TWO: INSTRUCTION TO PROPOSERS

SECTION THREE: INSURANCE REQUIREMENTS

| TYPE OF INSURANCE | MINIMUM ACCEPTABLE LIMITS OF LIABILITY |
|--|--|
| Workers Compensation | Statutory |
| Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease | \$1,000,000 \$1,000,000 \$1,000,000 |
| Commercial General Liability A. Per Occurrence B. General Aggregate 1. General Aggregate- Per project 2. General Aggregate - Products/ Completed Operations | \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 |
| Business Auto Liability | \$1,000,000 |
| General Umbrella Excess Liability | \$5,000,000 |

CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The Proposer shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Winnebago County within fifteen (15) days after award of contract or acceptance of the proposal, with Winnebago County listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Proposer/Proposer. Policies shall be written by companies licensed to do business in the State of Illinois and having an agent for service of process in the State of Illinois. Companies shall have an A.M. Best rating of VI or better.

The County shall be named as an Additional Insured on the General Liability and Vehicle Liability policies.

CHANGES IN INSURANCE COVERAGE:

The Proposer will immediately notify the Winnebago County Purchasing Department if any insurance has been cancelled, materially changed, or renewal has been refused and the Proposer shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits.

If suspension of work should occur due to insurance requirements, upon verification by the County of required insurance, the County will notify Proposer when they can proceed with work.

Failure to provide and maintain required insurance coverage(s) and limits could result in immediate cancellation of the Contract and the Proposer shall accept and bear all costs that may result due to the Proposer’s failure to provide and maintain the required insurance.

END OF SECTION THREE: INSURANCE REQUIREMENTS

SECTION FOUR: SCOPE OF WORK

PROJECT GOALS

The purpose of this Request for Proposal is to engage a full-service vendor in the development, installation and operation of an electronic payment processing service for the County of Winnebago Planning/Zoning and Highway Departments.

SCOPE OF REQUIRED SERVICES

For Potential Payment Processor Vendors, please address the following in your submission.

COSTS / IMPLEMENTATION / SUPPORT

1. Identify the fee structure, including transaction fees, specific type credit card fees, minimum fees, monthly fees, setup fees, support fees, annual fees, terminations fees, equipment fees and any other associated costs.
2. Identify cost for payment processing type as follows: 1) e-Check 2) Debit Card 3) Credit Card 4) PayPal 5) Apple Pay
3. Identify your implementation time frame and process required to achieve Go-Live.
4. Identify costs for in-office payment terminals (1-2) /Point of Sale (POS) to take debit/credit card, etc. payment by staff in the Planning Office. Also include Back Office Point of Sale (POS) options not tied to a machine. Highway Department will utilize online payment options only.
5. Describe support center resource availability and response time for problems that may include non-critical questions up to and including critical problems in which payments are not able to be processed.
6. Scalability – Describe how, as a payment processor, you can scale by being able to accommodate increased transaction volumes.
7. Uptime and Reliability – Provide historical uptime statistics relating to your product and any service level agreements (SLAs) that you offer.
8. Winnebago County anticipates handling 8,000 on average transactions annually.

TECHNICAL / SECURITY / REGULATORY SUPPORT

1. Ensure that the payment gateway supports the transactions identified in statement #1 and is compatible with the Winnebago County Website architecture.
2. Mobile Compatibility – Describe how your product supports mobile applications, and ease of use for users who will pay **via Brightly SmartGov platform and in-person processing.**
3. Describe your compliance with security standards such as the Payment Card Industry Data Security Standard (PCI DSS) to ensure the security of cardholder data. This may include use of bank account verification systems used to prevent NSF e-check payments. Identify any fraud protection systems used by your product and systems to limit the number of No Account returned e-check payments.

4. Describe your use of encryption and secure connections (HTTPS) to protect sensitive information during transactions.
5. API Documentation and Function – Describe how the API interface is documented and can interface into **Brightly SmartGov**, and other applications as required. Other related questions: How are payment files exported or accessed via API transfer. How does the interface with **Brightly SmartGov** facilitate a seamless payment interface?
6. Compliance with Regulations – Describe how your company complies with relevant local and international regulations related to online payments.

PAYMENT PROCESSING / REFUNDS

1. Settlement Period – Identify the time it takes for the payment processor to settle funds into a Winnebago County account after a successful transaction, which may include describing bank reconciliation process.
2. Refund Process – Identify the procedures and timelines for processing refunds, as well as any associated fees.
3. Processing fees will be built into Winnebago County permitting costs, resulting in one fee total per transaction.
4. Identify various payment arrangements that your product provides which include:
 - a) Standard two payments made individually prior to the respective due date.
 - b) Other payment options

OTHER FUNCTIONS

1. Describe how and where the Winnebago County can brand and customize the checkout experience to reinforce that this is a legitimate payment site for making application and permitting payments to Winnebago County.
2. Describe the notification function which alerts options.
3. Describe reporting options, and how they are accessed, regarding payment type history, i.e. IVR, POS, Web as well as other reports that can identify trends, performance, etc.
4. Identify training resources that will be available to us.
5. Include any additional information relevant to or about your company and its expertise as related to Criteria for Selection and Submission Requirements.

CONTRACT TERM

This contract shall be in effect for a two (2) year period from the date of award. The County reserves the right to renew this contract for three (3) additional one (1) year periods, subject to acceptable performance by the vendor. At the end of any contract term, the County reserves the right to extend this contract for a period of up to one hundred-twenty (120) days for the purpose of getting a new contract in place. For any year beyond the initial two years, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.

END OF SECTION FOUR: SCOPE OF WORK

SECTION FIVE: RESPONSE REQUIREMENTS

VENDOR RESPONSE REQUIREMENTS

Please follow the Proposal instructions as laid out below;

Proposal Title Page (Section 1)

The title page should include, at minimum, the following:

- **Name of Project /RFP**
- **Submitted by** [Vendor's Name]
- **Date of Submittal** [MM/DD/YYYY]

Letter of Transmittal (Section 2)

The transmittal letter shall:

- Indicate the intention of the Vendor to adhere to the provisions described in the RFP without County approved modification.
- Identify the submitting organization.
- Identify the person, by name and title, authorized to contractually obligate the organization.
- Identify the contact person responsible for this response, specifying name, title, mailing address, phone, and email address.
- Acknowledge addendums made to this RFP.
- Acknowledge the proposal is considered firm for one hundred and twenty (120) days after the due date for receipt of proposals or receipt of the last best and final offer submitted.
- Provide the original signature of the person authorized to contractually obligate the organization.
- Signed by a company representative who is authorized to negotiate on behalf of the company.

Proposal Table of Contents (Section 3)

The proposal table of contents should outline Vendor Response Section.

Proposal Executive Summary (Section 4.1)

Include a brief executive overview of your proposal and any additional noteworthy information.

Vendor Qualifications and Litigation History (Section 4.2)

The Vendor should provide:

- A brief profile of the company.
- A brief description of the organization structure and primary products and services provided.

- Other major products or services offered.
- Company's experience in performing work of a similar nature to that solicited in this RFP.
- Highlight participation in such work by key personnel proposed for assignment to this project.

Vendor References (Section 4.3)

List a minimum 3 references whom you have provided similar services. **(Forms are in Section 6: REFERENCES)** All references will be contacted.

Project Design, Staffing and Organization (Section 5.1)

This section shall identify key personnel who will be assigned to the project.

As part of their duties, Vendor personnel may come in contact with confidential information, and are required to hold confidential any such information. The Vendor must attest that team members have not been convicted of a felony offense and a background check has been performed. Vendor is responsible for background check.

Proposal Narrative (Section 5.2)

Solution Profile:

- This section should address the general requirements described previously in this RFP in **SECTION 4: SCOPE OF WORK**.

Proposal Pricing (Section 6)

Pricing is an important aspect of the overall evaluation of the Vendor's response. Please provide the level of detail necessary to clearly identify up-front and continuing costs. Clarification regarding responses may be sought.

END OF SECTION FIVE: RESPONSE REQUIREMENTS

SECTION SIX: REFERENCES

REFERENCES

List below 3 references whom you have provided similar services. (All references will be contacted)

1. Organization: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

2. Organization: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

3. Organization: _____
Address: _____
City, State, Zip: _____
Telephone and Email: _____
Contact Person: _____
Date and scope of Project: _____

END OF SECTION SIX: REFERENCES

SECTION SEVEN: PROPOSAL SIGNATURE FORM

| | | | |
|-------------------------|--|-----------------|--|
| Name of Proposer | | | |
| Contact Person | | | |
| Address | | | |
| City, State, ZIP | | | |
| Telephone | | FEIN No. | |
| Email(s) | | | |

TO: Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies they are an:

- OWNER/SOLE PROPRIETOR
 MEMBER OF PARTNERSHIP
 AN OFFICER OF CORPORATION
 MEMBER OF JOINT VENTURE

Further, as the Proposer, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he/she has fully examined the proposed forms of agreement and the scope of services or work specifications for the above designated service, and all other documents referred to or mentioned in the solicitation documents, specifications and attached exhibits, including Addenda.

(Proposer, must list below any and all Addenda or your offer will be rejected, as non-responsive)

No(s): _____ and _____ and _____ issued thereto;

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate. The Affiant deposes and says that he/she has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

Further, the Proposer certifies that he/she has provided equipment; supplies or services comparable to the items specified in this solicitation to the parties listed in the Business Reference Form and authorizes the County to verify references of business and credit at its option. Finally, the Proposer, if awarded a contract, agrees to do all other things required by the solicitation documents, and that he/she will take in full payment therefore the sums set forth in any resulting contract award.

SIGNATURE OF PROPOSER

SIGNATURE _____

Name and Title of Signer _____

Dated this _____ **day of** _____ **2024**

AUTHORIZED VENDOR NEGOTIATOR

Name and Title _____

Phone and Email _____

END OF SECTION SEVEN: PROPOSAL SIGNATURE FORM

RETURN PROPOSAL LABEL

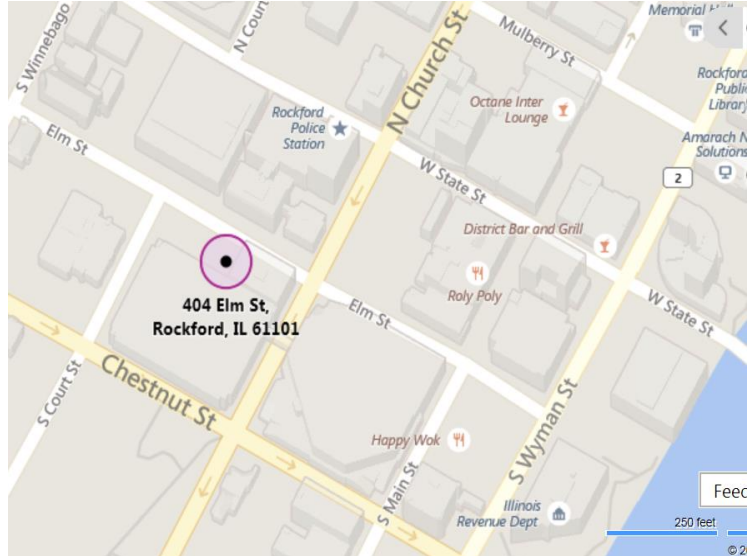


The County of Winnebago, Illinois will receive sealed Proposals at:

**WINNEBAGO COUNTY
PURCHASING DEPARTMENT
404 ELM STREET, ROOM 202
ROCKFORD, ILLINOIS 61101**

All Proposals must be enclosed in sealed envelopes marked:

“PAYMENT PROCESSING SERVICES”



ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY – PLEASE USE BELOW FOR YOUR CONVENIENCE



| | |
|---|--|
| PROPOSAL# 24P-2342 | <p>WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101</p> |
| PURCHASING DIRECTOR: HOPE EDWARDS | |
| PROPOSAL NAME: PAYMENT PROCESSING SERVICES | |
| PROPOSAL DUE DATE/TIME: MARCH 29, 2024- 11:00 AM | |



WINNEBAGO COUNTY

— ILLINOIS —

County Administration Building
404 Elm Street
Rockford, Illinois 61101

Hope Edwards
Director of Purchasing
Phone: 815-319-4380
Fax: 815-319-4381

March 13, 2024

ADDENDUM ONE

PAYMENT PROCESSING SERVICES REQUEST FOR PROPOSAL #24P-2342

Bidders are required to indicate on their Proposer Signature Form that they have received and acknowledged Addendum One.

The following question was submitted followed by the answer;

1. What is the current fee structure today?

Currently there is a 3% or \$2 minimum per transaction.

2. Who is the incumbent?

Lexis Nexis is our current processor

3. What is the reason for going to RFP?

We need a processor that is compatible with new permitting software.

4. What about your current process would you change if you could?

Online Customer Portal

5. I saw you collect 8000 transactions a year, what is the average cost of a transaction?

They vary from \$40 to thousands. The average is probably \$80 if I had to guess.

6. What is the percentage breakdown of payment channels (web/mobile, vs check, vs in person POS),

*70% are web payment
20% check (paper check)
10% in person POS*

7. What percentage of payments are made Cards vs ACH vs Check

We do not accept ACH at this time. I would say most probably 80% are card transactions, with the remaining 15% check and 5% cash customers.

8. Are you satisfied with your current level of customer service? What would you change if you could?

It would be nice to be able to contact via the web portal – or have the customers themselves reach out directly.

9. How many calls does your team take a year regarding making a payment? Who fields these calls?

Thousands – generally the Permit Specialist.

10. How does the incumbent help drive digital adoption?

I am not sure that they do.

11. What marketing does the incumbent offer today?

None at this time.

12. Are depository bank account(s), related to the payment processing services, included in the scope of this RFP? If so, can Winnebago County provide estimated monthly balances related to these account(s)?

No

13. Does the County wish to have a solution that is hosted by the vendor, or an on-premise implementation?

Yes, we do. We would like an online portal for both employees and customers along with a POS.

14. For the 1-2 POS terminals at the Planning Department, does the County own any POS equipment they wish to repurpose?

No, our current POS will need to be returned to the current vendor.

15. Do you have a breakdown of your annual volume by:

1. e-Check
2. Debit Card
3. Credit Card
4. PayPal
5. Apple Pay

We currently only accept credit and debit and the way our system is set up it does not differentiate the two, therefore, I do not have a breakdown by volume available.

16. What is the Winnebago County website architecture?

We are currently launching a site with Brightly – SmartGov and this would need to be a specific question directed towards them.

17. Does Brightly SmartGov take online payments today or are you looking to add or replace that feature?

No, they do not. They allow a partnership with merchant vendor for processing.

18. Is Brightly SmartGov the only 3rd party processor that requires integration?

Yes, at this time.

19. Is there a separate billing or accounting system for posting data for the Highway Department?

No, they will also be utilizing SmartGov.

20. Who is the County's credit card processor?

We currently utilize Lexis Nexis.

21. Who is the County's bank?

Illinois Bank and Trust.

22. All payment fees are to be built into the cost to the customer for Planning and Zoning. Will this be the case for the Highway Department?

Yes. All fees need to be applied to the total cost of the permit regardless of department.

23. Does the county utilize IVR today? If yes, what is the volume of payments?

No, we do not have an IVR in place.

24. What payment types are processed by the Planning/Zoning and Highway Departments (permits, licenses, etc.)?

We accept payments for permits. Planning & Zoning development applications (goes through County Board Process, permits are needed after processed by Board)

25. What is the total dollar amount processed annually by the Planning/Zoning and Highway Departments?

It varies year to year but on average \$900,000 between both departments.

26. We understand there are approximately 8,000 transactions processed annually. How many of these are Planning/Zoning, and how many are Highway?

Approximately 7,000 will be Planning, 1,000 Highway. +/-

27. Will the County accept electronic signatures (such as DocuSign, or a scanned copy of an original ink signature) on proposal forms requiring signatures?

Yes

28. Does the County currently absorb processing fees, or are these passed to customers as a convenience fee?

They are passed on to the customers as a convenience fee (we call it a processing fee).

29. What are the current processing fees paid by the County (if applicable)?

There is a \$2.00 minimum (or \$2.00 flat rate for debit transactions) or a 3% fee, whichever is greater.

30. What are the current convenience fees paid by County customers (if applicable)?

There is a \$2.00 minimum (or \$2.00 flat rate for debit transactions) or a 3% fee, whichever is greater.

31. Does the County have a required format for the Proposal Pricing section, or should vendors use our own pricing templates?

Please provide your own pricing template. Use a per transaction cost pricing indicating the minimum amount, percentage fee (when it kicks in), if there are any differences among payment types processed

32. Who is your current provider for payment processing services?

Lexis Nexis currently provides our service.

33. Confirm the County is looking for a new payment gateway?

That is correct. We are seeking a new processor compatible with our new software, SmartGov.

34. What issues are you currently experiencing, if any, with your current provider?

It is not compatible with our new permitting software, SmartGov.

35. Can you provide volumes by month for ACH, credit cards, debit card, PayPal, and ApplePay transactions for 2023, if available and broken down by the Planning/Zoning and Highway Departments?

We currently only accept credit and debit and the way our system is set up it does not differentiate the two, therefore, I do not have a breakdown by volume available.

36. Can you provide collection dollar totals by month for ACH, credit cards, debit cards, PayPal, and ApplePay if available and broken down by the Planning/Zoning and Highway Departments??

We currently only accept credit and debit and the way our system is set up it does not differentiate the two, therefore, I do not have a breakdown by volume available.

37. Can you provide the average payment amount for ACH, debit card, credit card for both Planning/Zoning and Highway Departments??

Highway Department varies – I would say \$300 on average.

Planning and Zoning would be \$80 – several thousand depending on the permit. Our most common permit cost \$80.00

38. Is the County currently absorbing transactions fees?

No, These are passed along to the customer as a processing fee.

39. When does the County anticipate awarding this RFP?

Late May, depending upon Board approval.

40. By what date does the County hope to "Go Live"?

Within 60 days of the RFP being awarded.

Any questions should be directed to the Purchasing Department, 404 Elm Street, Room 202, Rockford, IL 61101 or by phone 815-319-4380, or email purchasing@purchasing.wincoil.gov

END OF ADDENDUM ONE



Resolution Executive Summary

Prepared By: Purchasing Department
Committee Name: Operations and Administrative Committee
Committee Date: May 16, 2024
Board Date: May 23, 2024
Resolution Title: Resolution Awarding Bid for Joint Painting Services

Budget Information

| | |
|---|-------------------------|
| Budgeted? YES | Amount Budgeted? |
| If not, originally budgeted, explain the funding source? N/A | |
| ORG/OBJ/Project Codes: Multiple by Location - 43710 Descriptor: Building Maintenance | |

Background:

Most Winnebago County owned facilities require some type of general interior and exterior painting services. The county previously participated in joint bidding with the city 5 years ago. The City of Rockford and the County of Winnebago requirements were jointly included in City Bid # 224-PW-029 for Joint Painting Services.

The bid Opening took place on March 21, 2024 and there was a total of three Bidders with the lowest Bidder withdrawing their bid, due to the fact that they didn't use the correct prevailing wage. The Winnebago County Purchasing Department and Facilities Engineer reviewed the bid results and agreed the award should go to the second lowest Bidder, Painting 4U.

All services shall be performed within specifications set by the State of Illinois, City of Rockford, County of Winnebago and State of Illinois Building Code guidelines.

Contract Period:

Initial contract will be for one year with four, one-year renewal options. Pricing may be adjusted annually if agreed to by both parties.

Recommendation:

Facilities Engineer, Shawn Franks, recommends the contract be awarded to Painting 4U to handle the County of Winnebago's painting services during the next five years.

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

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2024 CR

RESOLUTION AWARDING BID FOR JOINT PAINTING SERVICES

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, various County of Winnebago owned facilities need painting services; and,

WHEREAS, the County participated in a joint solicitation with the City of Rockford's Invitation for Bid # 224-PW-029 for Painting Services; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bids received for the aforementioned project and recommends awarding the contract as follows:

PAINTING 4U INC.
505 RIVERHILL COURT
LOVES PARK, ILLIONIS 61115

(See Bid Tab for Pricing - Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a contract award, on behalf of the County of Winnebago, with PAINTING 4U INC.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

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

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

CITY OF ROCKFORD TABULATION OF BIDS

Bid On: PAINTING SERVICES Contract
 Bid No.: 224-PW-029
 Opening: 03/21/2024
 Vendors Notified: 71

| | PAINTING 4 U LOVES PARK, IL | SUPERIOR ELECTROSTATIC ROCKFORD, IL | KEE SOLUTIONS ROCKFORD, IL |
|-------------------------------|--------------------------------|--|-------------------------------|
| ADD. 1 | X | X | X |
| EEO FORMS | X | X | X |
| LABOR RATES - PER HOUR | | | |
| Straight Time-Journeyman | 110.00 | 74.00 | 135.00 |
| Straight Time-Apprentice | 85.00 | 70.00 | 115.00 |
| Overtime-M-F-Journeyman | 165.00 | 110.00 | 177.80 |
| Overtime-M-F-Apprentice | 127.50 | 105.00 | 155.25 |
| Overtime-Sat.-Journeyman | 165.00 | 110.00 | 177.80 |
| Overtime-Sat.-Apprentice | 127.50 | 105.00 | 155.25 |
| Overtime-Sun.&Hol.-Journeyman | 220.00 | 148.00 | 270.00 |
| Overtime-Sun.&Hol.-Apprentice | 170.00 | 140.00 | 230.00 |
| Material Markup Percentage | 2.00% | 10.00% | 5.00% |

BID WITHDRAWAL

Ø RECOMMENDED AWARD



Resolution Executive Summary

Prepared By: Purchasing Department
Committee Name: Operations and Administrative Committee
Committee Date: May 16, 2024
Board Date: May 23, 2024
Resolution Title: Resolution Awarding Bid for Joint Carpentry Services

Budget Information

| | |
|---|-------------------------|
| Budgeted? YES | Amount Budgeted? |
| If not, originally budgeted, explain the funding source? N/A | |
| ORG/OBJ/Project Codes: Multiple by Location - 43710 Descriptor: Building Maintenance | |

Background:

Most Winnebago County owned facilities require some type of carpentry service whether new, or for troubleshooting repairs. The county previously participated in joint bidding with the city 5 years ago. The City of Rockford and the County of Winnebago requirements were jointly included in City Bid #224-PW-030 for Joint Carpentry Services.

The bid opening took place on March 21, 2024 and there was a total of three responsive and responsible Bidders. The Winnebago County Purchasing Department and Facilities staff reviewed the bid results and agreed the award should go to all three Bidders: DPI Construction and Contemporary Hammer Works.

All repairs and service shall be performed within specifications set by the State of Illinois, City of Rockford, County of Winnebago and State of Illinois Building Code guidelines.

Contract Period:

Initial contract will be for one year with four, one-year renewal options. Pricing may be adjusted annually if agreed to by both parties.

Recommendation:

Staff recommends an award of contract to the above listed vendors for carpentry services performed at Winnebago County facilities. It has been past practice to award multiple vendors to assure constant availability of contractors in order to complete work in a timely manner while also getting a guaranteed low hourly rate over the next five years.

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

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2024 CR

RESOLUTION AWARDING BID FOR JOINT CARPENTRY SERVICES

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, various County of Winnebago owned facilities need carpentry services; and,

WHEREAS, the County participated in a joint solicitation with the City of Rockford's Invitation for Bid # 224-PW-030 for Carpentry Services; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bids received for the aforementioned project and recommends awarding the contract as follows:

DPI CONSTRUCTION
630 MAIN STREET PO BOX 489
PECATONICA, ILLINOIS 61063

CONTEMPORARY HAMMER WORKS
750 NORTH MADISON STREET
ROCKFORD, ILLINOIS 61107

(See Bid Tab for Pricing - Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a contract award, on behalf of the County of Winnebago, with DPI CONSTRUCTION AND CONTEMPORARY HAMMER WORKS.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2024.

ATTESTED BY:

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

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

CITY OF ROCKFORD TABULATION OF BIDS

Bid On: CARPENTRY SERVICES Contract
Bid No.: 224-PW-030
Opening: 03/21/2024
Vendors Notified: 71

| | DPI CONSTRUCTION | CONTEMPORARY HAMMER WORKS | KEE SOLUTIONS |
|--|-------------------------|----------------------------------|----------------------|
| | PECATONICA, IL | ROCKFORD, IL | ROCKFORD, IL |
| APPRENTICE | X | X | X |
| EEO FORMS | X | X | X |
| LABOR RATES - PER HOUR | | | |
| Straight Time-Journeyman | 100.45 | 90.00 | 135.00 |
| Straight Time-Apprentice | 67.43 | 90.00 | 115.00 |
| Overtime-M-F-Journeyman | 128.73 | 115.00 | 177.80 |
| Overtime-M-F-Apprentice | 86.62 | 115.00 | 155.25 |
| Overtime-Sat.-Journeyman | 128.73 | 165.00 | 177.80 |
| Overtime-Sat.-Apprentice | 86.62 | 165.00 | 155.25 |
| Overtime-Sun.&Hol.-Journeyman | 157.01 | 165.00 | 270.00 |
| Overtime-Sun.&Hol.-Apprentice | 105.82 | 165.00 | 230.00 |
| Material Markup Percentage | 10.00% | 10.00% | 5.00% |

Ø RECOMMENDED AWARD

**PUBLIC WORKS
COMMITTEE**



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 14, 2024

Resolution Title: Resolution Authorizing the Appropriation of Motor Fuel Tax Funds for Phase II Engineering Services for the Improvement of East Riverside Boulevard from Material Avenue to Sage Drive (Section 21-00624-00-RS)

County Code: PWC Resolution #24-017

Board Meeting Date: Thursday, May 23, 2024

Budget Information:

| | |
|---|---|
| Was item budgeted? Yes | Appropriation Amount: \$ 750,000 |
| If not, explain funding source: | |
| ORG/OBJ/Project Code: 464-46331 Budget Impact: \$750,000 (FY 2024 & 2025) | |

Background Information: This resolution appropriates the Motor Fuel Funds for the engineering agreement previously approved by the County Board on 3/28/2024, PWC resolution #24-013.

Recommendation:

Staff recommends approval

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up: Appropriation will be later submitted to IDOT for approval.

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

24-CR-XXX

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

**RESOLUTION AUTHORIZING THE APPROPRIATION OF
MOTOR FUEL TAX FUNDS FOR
PHASE II ENGINEERING SERVICES FOR THE IMPROVEMENT OF
EAST RIVERSIDE BOULEVARD FROM MATERIAL AVENUE TO SAGE DRIVE
(SECTION 21-00624-00-RS)**

WHEREAS, through RPC Region 1 Planning Council the County has been awarded \$9,477,361 in Federal highway funds and \$668,301 in Covid Relief funds; and

WHEREAS, by County Board resolution 2024 CR 055 on March 28, 2024, Chastain & Associates, LLC was awarded a contract to provide Phase II engineering design, construction documents preparation and right-of-way negotiation services, for improvements to Riverside Boulevard from Material Avenue to Sage Drive, and to Forest Hills Road from Riverside Boulevard South to River Lane; and

WHEREAS, it would be in the public interest to appropriate \$750,000.00 from the Motor Fuel Tax Fund to pay for a Phase II design engineering and other professional services listed above for the repair, rehabilitation and reconstruction of Riverside Boulevard between Material Avenue and Sage Drive, and for Forest Hills Road from Riverside Boulevard to River Lane.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the sum of seven hundred and fifty thousand dollars (\$750,000.00) is hereby appropriated vis IDOT form BLR 0910 in substantially the form attached hereto under Section 21-00624-00-RS; and

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Chris Scrol

Chris Scrol

Jim Webster

Jim Webster

John Penney

John Penney

John Guevara

John Guevara

Kevin McCarthy

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this _____ day of _____,
2024, adopted the above and foregoing Resolution.

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

ATTEST:

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



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [] No

Table with Resolution Type (Original), Resolution Number, and Section Number (21-00624-00-RS)

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

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row: Riverside Boulevard, 0.729, CH 55/FAP 525, Material Avenue, Sage Drive

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Phase II Engineering and Right-of-Way Negotiation for the rehabilitation of Riverside Boulevard along with intersection improvements, upgrading existing traffic signals at two intersections and other related work.

2. That there is hereby appropriated the sum of seven hundred and fifty thousand

Dollars (\$750,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

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

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

Board of Winnebago at a meeting held on

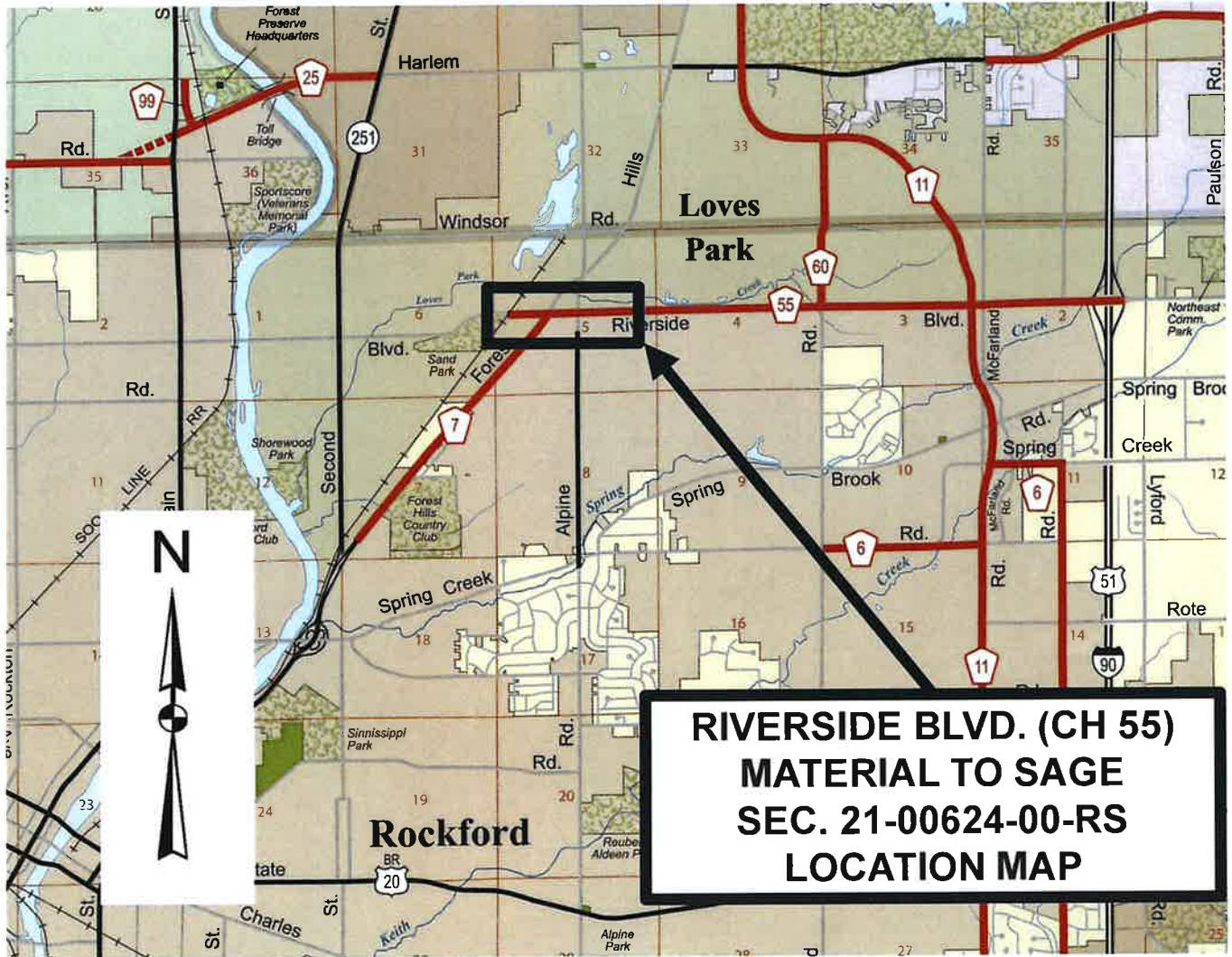
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation



**RIVERSIDE BLVD. (CH 55)
MATERIAL TO SAGE
SEC. 21-00624-00-RS
LOCATION MAP**



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 14, 2024

Resolution Title: Resolution Authorizing the Appropriation of Motor Fuel Tax Funds for Phase I Engineering Services for the Owen Center Road Project (Section 22-00712-00-SP)

County Code: PWC Resolution #24-018

Board Meeting Date: Thursday, May 23, 2024

Budget Information:

| | |
|---|---|
| Was item budgeted? Yes | Appropriation Amount: \$ 380,000 |
| If not, explain funding source: | |
| ORG/OBJ/Project Code: 464-46331 Budget Impact: \$380,000 (FY 2024 & 2025) | |

Background Information:

This resolution appropriates the Motor Fuel Funds for the engineering agreement previously approved by the County Board on 3/28/2024, PWC resolution #24-012.

Recommendation:

Staff recommends approval

Contract/Agreement:

Contract to be signed after County Board approval of the agreement.

Legal Review:

By the State Attorney's office.

Follow-Up:

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

24-CR-XXX

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

**RESOLUTION AUTHORIZING THE APPROPRIATION OF MOTOR FUEL TAX
FUNDS FOR PHASE 1 ENGINEERING FOR OWEN CENTER ROAD FROM
RIVERSIDE BOULEVARD TO LATHAM ROAD
(SECTION 22-00712-00-SP)**

WHEREAS the Winnebago County Highway Department was awarded some \$2,657,433 from the Illinois Department of Transportation's (IDOT), Highway Safety Improvement Program (HSIP) to improve Owen Center Road from West Riverside Boulevard to Latham Road; and

WHEREAS, by County Board resolution 2024 CR 054 on March 28, 2024, Fehr Graham was awarded a contract to provide Phase I Design Engineering and a Project Development Report for Owen Center Road from West Riverside Boulevard to Latham Road; and

WHEREAS it would be in the public interest to appropriate \$380,000.00 from the Motor Fuel Tax Fund for a Phase I Design Engineering and Project Development Report for Owen Center Road from West Riverside Boulevard to Latham Road.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the sum of three hundred and eighty thousand dollars (\$380,000.00) is hereby appropriated vis IDOT form BLR 0910 in substantially the form attached hereto under Section 22-00712-00-SP; and

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars



Chris Scrol

Chris Scrol



Jim Webster

Jim Webster



John Penney

John Penney



John Guevara

John Guevara



Kevin McCarthy

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this ____ day of _____,
2024, adopted the above and foregoing Resolution.

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

ATTEST:

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



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [] No

Resolution Type: Original, Resolution Number, Section Number: 22-00712-00-SP

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

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Owen Center Road (CH 13), 3.5, FAS 1063, Riverside Blvd., Latham Road

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Phase I Engineering to improve the safety of this section of roadway which includes the addition of HMA safety shoulders with rumble strips. The project also includes an HMA overlay, concrete box culvert replacement and intersection improvements at Elmwood Rd and Latham Rd.

2. That there is hereby appropriated the sum of three hundred eighty thousand

Dollars (\$380,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

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

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

Board of Winnebago at a meeting held on

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

(SEAL, if required by the LPA)

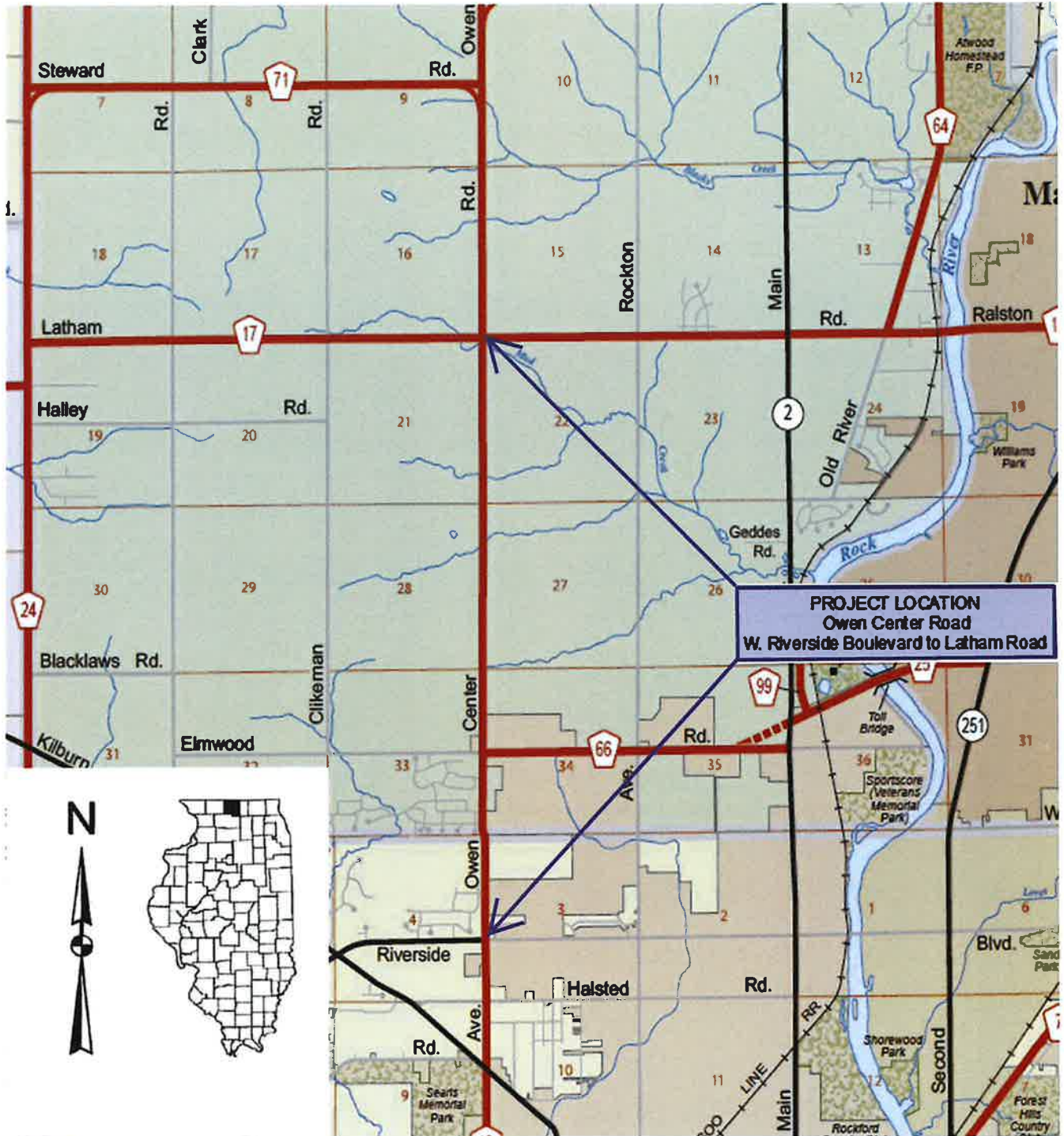
Clerk Signature & Date box

Approved

Regional Engineer Signature & Date Department of Transportation box

Owen Center Road Safety Project: W. Riverside Boulevard to Latham Road

Location Map





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 14, 2024

Resolution Title: Resolution Authorizing the Award of Bid for Resurfacing Miscellaneous Roads in Harlem Township (Section 24-04000-02-GM)

County Code: PWC Resolution #24-019

Board Meeting Date: Thursday, May 23, 2024

Budget Information:

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

Background Information:

Harlem Township may use some of their Motor Fuel Tax funds, therefore the County Board must award the bid.

Recommendation:

Staff recommends approval

Contract/Agreement:

Contract to be signed after County Board approval of the agreement.

Legal Review:

By the State Attorney's office.

Follow-Up:

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

24-CR-XXX

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

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR
RESURFACING MISCELLANEOUS ROADS IN HARLEM TOWNSHIP
(SECTION: 24-04000-02-GM)**

WHEREAS, Harlem Township has planned to resurface Various Roads in Harlem District; and

WHEREAS, in connection with said project two (2) bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on May 8, 2024 for Section 24-04000-02-GM; with the low bid being from **Rock Road Companies in the amount of \$171,878.19**; and

WHEREAS, it would be in the public interest to award this project to the low bidder Rock Road Companies in the amount of \$171,878.19.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on May 8, 2024 for Section 24-04000-02-GM from Rock Road Companies in the amount of \$171,878.19 is hereby awarded; and

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Chris Scrol

Chris Scrol

Jim Webster

Jim Webster

John Penney

John Penney

John Guevara

John Guevara

Kevin McCarthy

Kevin McCarthy

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

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

ATTEST:

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



Tabulation of Bids

Local Public Agency: **HARLEM TOWNSHIP** County: **Winnebago** Section Number: **24-04000-02-GM** Letting Date: **05/08/24**

Approved Engineer's Estimate: **\$0.00**

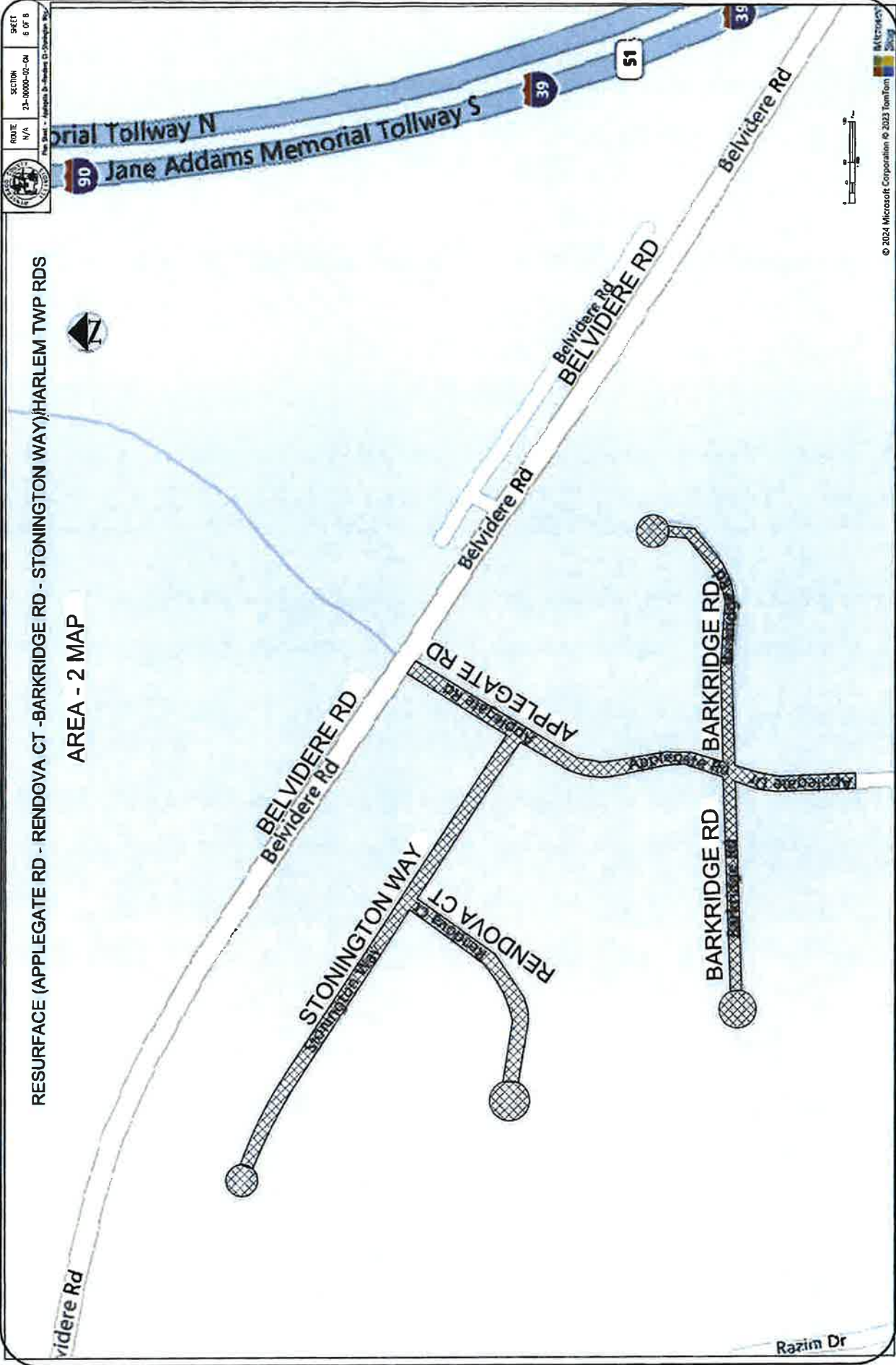
Attended By (IDOT Representative(s)):

Bidder's Name: **Curran Contracting Co. Inc.**
 Bidder's Address: **286 Memorial Court**
 City, State, Zip: **Crystal Lake, IL 60014**
 Proposal Guarantee: **Rock Road Companies, Inc.**
 Terms: **P.O. Box 1818**
Janesville, WI 53547

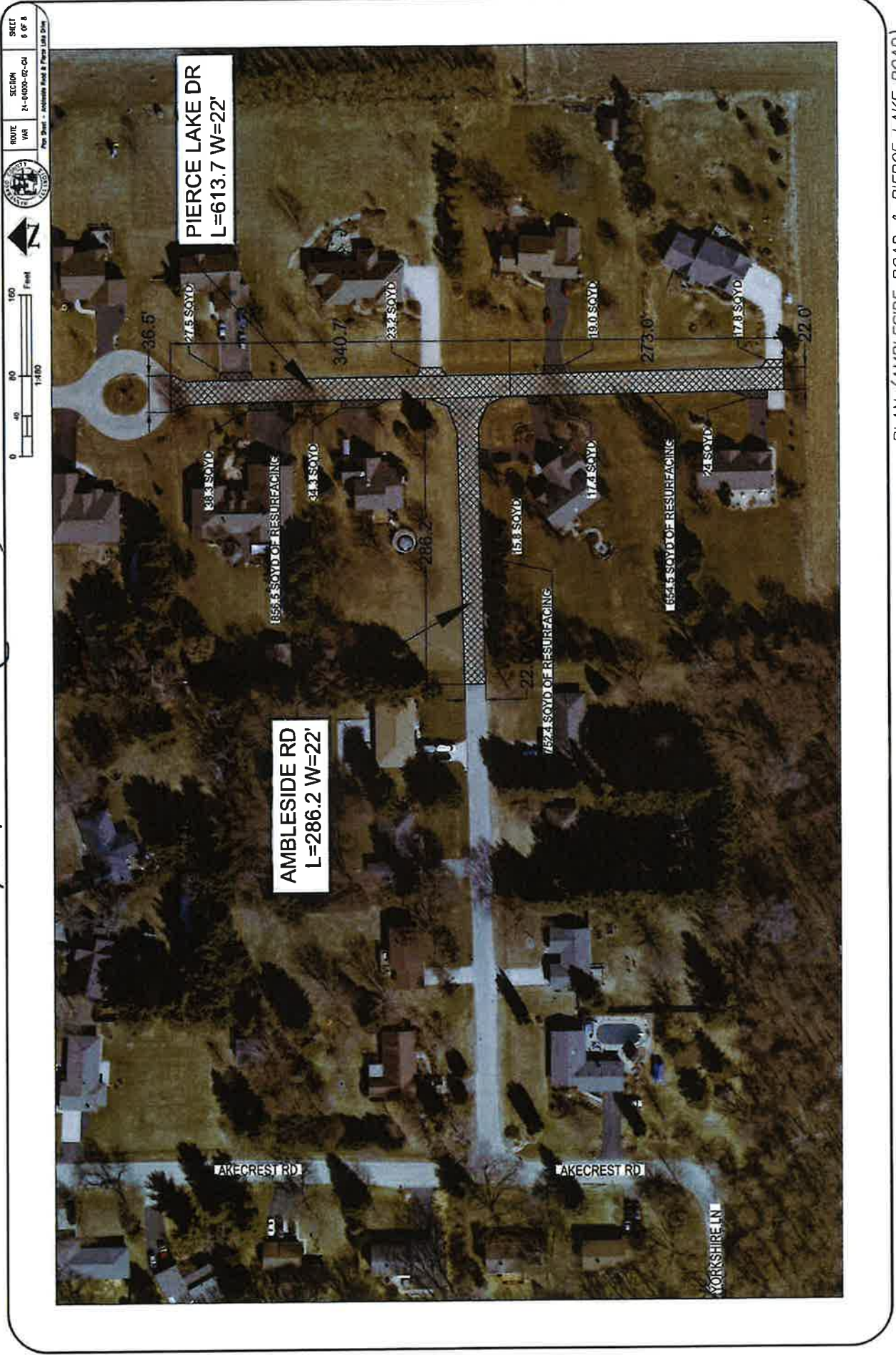
| Approved Engineer's Estimate | | | | | | | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
|------------------------------|-----------------------|----------|-------|----------|---------------|--------|---------------------|--------------|---------------------|--------------|---------------------|---------------|-------|
| Item No. | Item | Delivery | Unit | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | |
| 40600275 | BIT MATLS PR CT | | TON | 17 | \$0.0100 | \$0.00 | \$0.0100 | \$0.17 | \$0.0100 | \$0.17 | \$0.0100 | \$0.17 | |
| 40600990 | TEMPORARY RAMP | | SQ YD | 51 | \$15.0000 | \$0.00 | \$15.0000 | \$765.00 | \$23.0000 | \$1,173.00 | \$23.0000 | \$1,173.00 | |
| 40604060 | HMA SC IL-9.5 "D" N50 | | TON | 1558 | \$90.7500 | \$0.00 | \$90.7500 | \$141,388.50 | \$66.4000 | \$134,611.20 | \$66.4000 | \$134,611.20 | |
| 40600982 | HMA SURF REM BUTT JT | | SQ YD | 71 | \$25.0000 | \$0.00 | \$25.0000 | \$1,775.00 | \$63.3600 | \$4,498.56 | \$63.3600 | \$4,498.56 | |
| 70103700 | TRAF CONTROL COMPLET | | L SUM | 1 | \$15,000.0000 | \$0.00 | \$15,000.0000 | \$15,000.00 | \$2,800.0000 | \$2,800.00 | \$2,800.0000 | \$2,800.00 | |
| | ASPHALT REINF GRID | | SQ YD | 2262 | \$12.5000 | \$0.00 | \$12.5000 | \$28,275.00 | \$12.7300 | \$28,795.26 | \$12.7300 | \$28,795.26 | |
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| | | | | | | | | | | | | | |
| Total Bid: | | | | | | | \$187,203.67 | | \$171,878.19 | | \$171,878.19 | \$0.00 | |
| As Read: | | | | | | | | | | | | | |
| As Calculated: | | | | | | | 451.73 % | | 406.57 % | | | | |
| % Over/Under: | | | | | | | | | | | | | |

RESURFACE (APPLEGATE RD - RENDOVA CT - BARKRIDGE RD - STONINGTON WAY) HARLEM TWP RDS

AREA - 2 MAP



AREA-1 (MAP)



PLAN (AMBLESIDE ROAD & PIERCE LAKE ROAD)



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 14, 2024

Resolution Title: Resolution Authorizing the Award of Bid for the Linden Road Widening and Resurfacing Project (Section 23-00715-00-WR)

County Code: PWC Resolution #24-020

Board Meeting Date: Thursday, May 23, 2024

Budget Information:

| | | |
|--|-----------------|--|
| Was item budgeted? | yes | Appropriation Amount: \$ 500,000 (budgeted) |
| If not, explain funding source: | | |
| ORG/OBJ/Project Code: | 461/463 - 46330 | Budget Impact: \$ 371,300.33 |

Background Information: This project widen and resurface Linden Road from Alpine Rd easterly for a half a mile. Some left turn lanes will be provided as well.

Recommendation:

Staff recommends approval

Contract/Agreement:

Contract to be signed after County Board approval of the agreement.

Legal Review:

By the State Attorney's office.

Follow-Up:

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

24-CR-XXX

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

**RESOLUTION AUTHORIZING THE AWARD OF BID FOR
LINDEN ROAD WIDENIG AND RESURFACING
(SECTION: 23-00715-00-WR)**

WHEREAS, the County of Winnebago has planned to widen and resurface Linden Road from Alpine Road to 2,550' eastward (county highway boundary); and

WHEREAS, in connection with said project, two bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on May 9, 2024 for Section 23-00715-00-WR with the low bid being from Curran Contracting Company in the amount of \$371,300.33; and

WHEREAS, it would be in the public interest to award this project to the low bidder Curran Contracting Company in the amount of \$371,300.33

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on May 9, 2024 for Section 23-00715-00-WR from Curran Contracting Company in the amount of \$371,300.33 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Curran Contracting Company for the above noted work; and

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Chris Scrol

Chris Scrol

Jim Webster

Jim Webster

John Penney

John Penney

John Guevara

John Guevara

Kevin McCarthy

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this _____ day of _____, 2024, adopted the above and foregoing Resolution.

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

ATTEST:

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



Tabulation of Bids

| | | | |
|-------------------------------------|-----------|----------------|--------------|
| Local Public Agency | County | Section Number | Letting Date |
| Winnebago County Highway Department | Winnebago | 23-00715-00-WR | 05/09/24 |

| | |
|------------------------------|--|
| Approved Engineer's Estimate | Attended By (IDOT Representative(s)) |
| \$0.00 | Prafull Soni & Sean Von Bergen (Asst.Co.Engr) WCHD |

| | | |
|--------------------|---------------------------|----------------------------|
| Bidder's Name | Rock Road Companies, Inc. | Curran Contracting Company |
| Bidder's Address | P.O. BOX 1818 | 286 Memorial Ct. |
| City, State, Zip | Janesville, WI 53547 | Crystal Lake, IL 60014 |
| Proposal Guarantee | Bid Bond | Bid Bond |
| Terms | | |

Approved Engineer's Estimate

| Item No. | Item | Delivery | Unit | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
|----------|----------------------|----------|-------|----------|------------|-------------|-------------|-------------|-------------|--------------|------------|--------|
| 20200100 | EARTH EXCAVATION | | CU YD | 756.00 | \$0.00 | \$44,127.72 | \$0.0100 | \$7.56 | \$0.0100 | \$7.56 | \$0.00 | \$0.00 |
| 25000210 | SEEDING CL 2A | | ACRE | 0.15 | \$0.00 | \$3,622.77 | \$24,151.82 | \$3,622.77 | \$24,000.00 | \$3,600.00 | \$0.00 | \$0.00 |
| 25000400 | NITROGEN FERT NUTR | | POUND | 11.00 | \$0.00 | \$88.55 | \$8.0500 | \$88.55 | \$8.0000 | \$88.00 | \$0.00 | \$0.00 |
| 25000500 | PHOSPHORUS FERT NU | | POUND | 11.00 | \$0.00 | \$88.55 | \$8.0500 | \$88.55 | \$8.0000 | \$88.00 | \$0.00 | \$0.00 |
| 25000600 | POTASSIUM FERT NUTR | | POUND | 11.00 | \$0.00 | \$88.55 | \$8.0500 | \$88.55 | \$8.0000 | \$88.00 | \$0.00 | \$0.00 |
| 25100630 | EROSION CNTRL BLANK | | SQ YD | 4684.00 | \$0.00 | \$8,946.44 | \$1.9100 | \$8,946.44 | \$1.9000 | \$8,899.60 | \$0.00 | \$0.00 |
| 35102400 | AGG BASE CSE B 12 | | SQ YD | 2285.00 | \$0.00 | \$64,391.30 | \$28.1800 | \$64,391.30 | \$60.0000 | \$137,100.00 | \$0.00 | \$0.00 |
| 40600290 | BIT MATLS TACK CT | | POUND | 9510.00 | \$0.00 | \$95.10 | \$0.0100 | \$95.10 | \$0.0100 | \$95.10 | \$0.00 | \$0.00 |
| 40600370 | LONG JOINT SEALANT | | FOOT | 2550.00 | \$0.00 | \$11,092.50 | \$4.3500 | \$11,092.50 | \$4.7000 | \$11,985.00 | \$0.00 | \$0.00 |
| 40600982 | HMA SURF REM BUTT JT | | SQ YD | 645.00 | \$0.00 | \$14,938.20 | \$23.1600 | \$14,938.20 | \$15.0000 | \$9,675.00 | \$0.00 | \$0.00 |
| 40603080 | HMA BC IL-19.0 N50 | | TON | 512.00 | \$0.00 | \$42,869.76 | \$83.7300 | \$42,869.76 | \$75.0000 | \$38,400.00 | \$0.00 | \$0.00 |
| 40604060 | HMA SC IL-9.5,D N50 | | TON | 1072.00 | \$0.00 | \$93,692.80 | \$87.4000 | \$93,692.80 | \$78.0000 | \$83,616.00 | \$0.00 | \$0.00 |
| 40800050 | INCI HMA SURFACING | | TON | 73.00 | \$0.00 | \$9,125.00 | \$125.0000 | \$9,125.00 | \$125.0000 | \$9,125.00 | \$0.00 | \$0.00 |
| 48101500 | AGG SHLDR TY B 6" | | SQ YD | 1059.00 | \$0.00 | \$28,593.00 | \$27.0000 | \$28,593.00 | \$13.5000 | \$14,296.50 | \$0.00 | \$0.00 |
| 48102100 | AGG WEDGE SHLDR | | TON | 75.00 | \$0.00 | \$2,025.00 | \$27.0000 | \$2,025.00 | \$44.0000 | \$3,300.00 | \$0.00 | \$0.00 |
| 50105220 | PIPE CUL REMOVAL | | FOOT | 64.00 | \$0.00 | \$1,932.16 | \$30.1900 | \$1,932.16 | \$25.0000 | \$1,600.00 | \$0.00 | \$0.00 |
| 67100100 | MOBILIZATION | | L SUM | 1.00 | \$0.00 | \$22,000.00 | \$22,000.00 | \$22,000.00 | \$18,000.00 | \$18,000.00 | \$0.00 | \$0.00 |

| Item No. | Item | Delivery | Unit | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
|-------------------|-------------------------|----------|-------|----------|------------|----------------|--------------|--------------|---------------|--------------|------------|--------|
| 70300100 | SHORT TER PAVT MKG | | FOOT | 1500.00 | | \$0.00 | \$1.2900 | \$1,935.00 | \$0.4000 | \$600.00 | | \$0.00 |
| 70300150 | SHORT TER PVT MK REM | | SQ FT | 500.00 | | \$0.00 | \$2.2100 | \$1,105.00 | \$2.2000 | \$1,100.00 | | \$0.00 |
| 78001100 | PAINT PVT MK LTR SYM | | SQ FT | 172.00 | | \$0.00 | \$3.6200 | \$622.64 | \$3.6000 | \$619.20 | | \$0.00 |
| 78001110 | PAINT PVT MK LN 4 | | FOOT | 10926.00 | | \$0.00 | \$0.6000 | \$6,555.60 | \$0.6000 | \$6,555.60 | | \$0.00 |
| 78001140 | PAINT PVT MK LN 8 | | FOOT | 369.00 | | \$0.00 | \$1.2100 | \$446.49 | \$1.2000 | \$442.80 | | \$0.00 |
| 78001150 | PAINT PVT MK LN 12 | | FOOT | 250.00 | | \$0.00 | \$1.8100 | \$452.50 | \$1.8000 | \$450.00 | | \$0.00 |
| 78001180 | PAINT PVT MK LN 24 | | FOOT | 62.00 | | \$0.00 | \$3.6200 | \$224.44 | \$3.6000 | \$223.20 | | \$0.00 |
| X7010216 | TRAF CTRL & PROT-SPL | | L SUM | 1.00 | | \$0.00 | \$10,367.17 | \$10,367.17 | \$12,000.0000 | \$12,000.00 | | \$0.00 |
| X7200105 | SIGN PANEL T1 -SPL | | SQ FT | 56.51 | | \$0.00 | \$27.1700 | \$1,535.38 | \$27.0000 | \$1,525.77 | | \$0.00 |
| X7240110 | REM SIN PAN ASSY TA -SP | | EACH | 3.00 | | \$0.00 | \$452.8500 | \$1,358.55 | \$235.0000 | \$705.00 | | \$0.00 |
| X7280105 | TELES STL SIN SUP-SPL | | EACH | 9.00 | | \$0.00 | \$135.8500 | \$1,222.65 | \$135.0000 | \$1,215.00 | | \$0.00 |
| Z0013798 | CONSTRUCTION LAYOUT | | L SUM | 1.00 | | \$0.00 | \$2,415.1800 | \$2,415.18 | \$5,900.0000 | \$5,900.00 | | \$0.00 |
| Total Bid: | | | | | | | | | | | | |
| | | | | | | As Read: | | | | | | |
| | | | | | | As Calculated: | | \$375,958.00 | | \$371,300.33 | | \$0.00 |
| | | | | | | % Over/Under: | | | | | | |

Winnebago County Highway Department
Linden Road - Improvement Project



Project limits 2,531 Feet

Proposed
Dollar
General

Linden Ro



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 14, 2024

Resolution Title: Resolution Authorizing the Award of Bid for Bulk Rock Salt

County Code: PWC Resolution #24-021

Board Meeting Date: Thursday, May 23, 2024

Budget Information:

| |
|--|
| Was item budgeted? It will be in FY 2025 Appropriation Amount: \$1,076,040 |
|--|

| |
|--|
| If not, explain funding source: |
|--|

| |
|--|
| ORG/OBJ/Project Code: 464-42285 Budget Impact: \$1,076,040 (FY 2025) |
|--|

Background Information: This contract is for the 2024-25 winter season. The contract allows for two annual extensions if agreed by both parties. This bid also includes 11 other local agencies (municipalities and townships); their total cost is \$1,254,864.

Recommendation:

Staff recommends approval

Contract/Agreement:

Contract to be signed after County Board approval of the agreement.

Legal Review:

By the State Attorney's office.

Follow-Up:

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

Sponsored by: David Tassoni
Submitted by: Public Works Committee

2024 CR

RESOLUTION AUTHORIZING THE AWARD OF BID FOR BULK ROCK SALT

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

WHEREAS, competitive bids were received for **24B-2345** on May 8, 2024 for **BULK ROCK SALT** and as shown on the attached bid tab

WHEREAS, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received by the Purchasing Department for the aforementioned items and recommends awarding the bid to:

MORTON SALT, INC
444 W. LAKE STREET
CHICAGO, IL 60606

WHEREAS, the Public Works Committee has determined that the funding for the aforementioned purchase shall be as follows: **46400 – 42285 (MFT-SALT ACCOUNT/HIGHWAY)**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that a contract be issued to Morton Salt, Inc. in the amount of \$2,330,904 for Bulk Rock Salt and Treated Rock Salt (\$1,076,040 for Winnebago County and \$1,254,864 for other agencies and shown in the attached Exhibit B) for the 2024-2025 season.

BE IT FURTHER RESOLVED, that any contract entered into by the County Board Chairman pursuant to the authority granted by this Resolution shall contain substantially the same terms as those contained in the attached Bid Tab 24B-2345.

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

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Chris Scrol

Chris Scrol

Jim Webster

Jim Webster

John Penney

John Penney

John Guevara

John Guevara

Kevin McCarthy

Kevin McCarthy

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

Winnebago,

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

BID TAB
HIGHWAY- BULK ROCK SALT – 24B-2345
BID OPENING 5/8/24- 2:00 P.M.

| VENDORS | CARGILL, INC. | COMPASS MINERALS AMERICA INC. | MORTON SALT, INC. |
|---|----------------------|--------------------------------------|--------------------------|
| BASE BID UNIT PRICE PER TON (QUANTITY OF 24,700 TONS) | Non-Responsive | \$88.32 | \$87.42 |
| EXTENDED PRICE | | \$2,181,504 | \$2,159,274 |
| UNIT COST PER TON FOR QUANTITIES EXCEEDING 130% PROJECTED USAGE | | \$98.32 | \$97.42 |
| ALTERNATE BID #1 (TREATED SALT) UNIT PRICE PER TON (QUANTITY OF 1,500) | | \$117.32 | \$114.42 |
| EXTENDED PRICE | | \$175,980 | \$171,630 |
| UNIT COST PER TON FOR QUANTITIES EXCEEDING 130% PROJECTED USAGE | | \$127.32 | \$124.42 |

EXHIBIT B

BASE BID

| | 24/25 | |
|---------------------------------|---------------|-------------------|
| <u>2024/2025 Requested Tons</u> | Reg Road Salt | Treated Road Salt |
| Winnebago Co. Highway Dept | 11,000 | 1,000 |
| Cherry Valley Township | 1,100 | |
| City of Loves Park | 3,000 | |
| City of South Beloit | 1,100 | |
| Harlem Township | 400 | |
| Rockford Township | 2,000 | |
| Roscoe Township | 600 | |
| Village of Machesney Park | 2,700 | |
| Village of Pecatonica | 300 | |
| Village of Rockton | 1,500 | |
| Village of Roscoe | 1,000 | 500 |
| Total | 24,700 | 1,500 |



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 14, 2024

Resolution Title: Resolution Authorizing an Agreement with CES for Professional Land Surveying Services on Roscoe Road (Section: 23-00719-00-SP)

County Code: PWC Resolution #24-022

Board Meeting Date: Thursday, May 23, 2024

Budget Information:

| | | | |
|--|-----------|------------------------------|-----------|
| Was item budgeted? | yes | Appropriation Amount: | \$ 13,500 |
| If not, explain funding source: | | | |
| ORG/OBJ/Project Code: | 461-46331 | Budget Impact: | \$ 13,500 |

Background Information: This agreement is for the survey needed so that Highway Department staff can prepare Phase I Engineering for the Roscoe Rd project. Federal Highway Safety Improvement Program (HSIP) funds in the amount of \$1,109,520 were secured by the Highway Department for construction, which is anticipated to be in 2026.

Recommendation:

Staff recommends approval

Contract/Agreement:

Contract to be signed after County Board approval of the agreement.

Legal Review:

By the State Attorney's office.

Follow-Up:

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

24-CR-XXX

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH CES FOR PROFESSIONAL
LAND SURVEYING SERVICES ON ROSCOE ROAD
(SECTION 23-00719-00-SP)**

WHEREAS the Winnebago County Highway Department has received some \$1,109,520 from the Illinois Department of Transportation's (IDOT), Highway Safety Improvement Program (HSIP) to improve Roscoe Road from Old River Road to the Rock River; and

WHEREAS, CES (Civil Engineering Services, Inc.) has agreed to provide a topographic survey of Roscoe Road from Old River Road to the Rock River so that County Highway staff can prepare a Phase I Design Engineering and a Project Development Report, for a lump sum price of \$13,500.00; and

WHEREAS it would be in the public interest to issue the attached Work Authorization (AUTHORIZATION) to provide for a topographic survey of Roscoe Road from Old River Road to the Rock River.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to sign on behalf of the County of Winnebago the attached Work Authorization with Civil Engineering Services, Inc. for a lump sum price of \$13,500.00, in substantially the form attached hereto; and

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

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Chris Scrol

Chris Scrol

Jim Webster

Jim Webster

John Penney

John Penney

John Guevara

John Guevara

Kevin McCarthy

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this _____ day of _____, 2024, adopted the above and foregoing Resolution.

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

ATTEST:

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



C.E.S. Inc. – Main Office
700 West Locust Street
Belvidere, Illinois 61008
Phone: (815) 547-8435
Fax: (815) 544-0421

C.E.S. dba Survey-Tech
104 A Maple Court
Rochelle, IL 61068
Phone: (815) 562-8771
Fax: (815) 562-6555

Kevin.Bunge@Civilideas.com

WORK AUTHORIZATION (REVISED)

Date: May 10, 2024

Subject: Topo Only - Roscoe Road (Station 363+50 - 476+50)

Just east of Old River Road to the west bank of Rock River

Requested by: Frank Hodina, Winnebago County Highway Department

General scope of work to be completed:

- C.E.S. Inc will provide personnel and equipment as necessary to prepare a topographic map of the area shown on the attached exhibit, for use in construction plans for a County road project.

- Topo will be performed between the two ROW lines (or 10' past the ROW line where fence lines don't prohibit). Each cross section will consist of 13-15 points, depending on ditch and shoulder geometry. Topo project begins at the east edge of Old River Road and ends at the west end of the bridge deck at the Rock River. Topo will include additional shots as necessary to illustrate the existing conditions at the Gleasman Road intersection, including 150' north and south of the centerline of Roscoe Road. NOTE: This is "real" topo, not a LIDAR overlay.

- Topo will be shot via cross sections at approximate 50' intervals along with additional shots as necessary to pick up structures, pavements, guardrails, signage, landscape, utility peds and boxes, swales and/or significant grade changes as necessary. We will request "design locate" maps from the various utility companies and plot our best interpretation thereof on the topo drawing.

- ROW depiction is limited to a "best-fit" overlay of the line geometry downloaded from WINGIS and/or from adjacent Subdivision Plats or County supplied ROW Strip Maps.

- Includes drip lines, trunk lines, culvert inverts, pipe sizes and materials and end condition. Sanitary and water system details not included, but the location of surface structures (if any) will be mapped.

- Product delivery to be limited to 2 copies of the topo maps (assumed 20 scale "D" size sheets) and a CAD drawing in Civil 3D AutoCad format.

Total fees = \$13,500 Lump Sum (11,300 lf of roadway)

Not included: individual tree trunks or sizes; water or sanitary sewer system details; boundary surveys; property pin research or locations; easements or legal descriptions; design services; utility coordination; any work not specifically listed above.

Approval of Quote and Authorization to proceed (Owner/Client)

Date

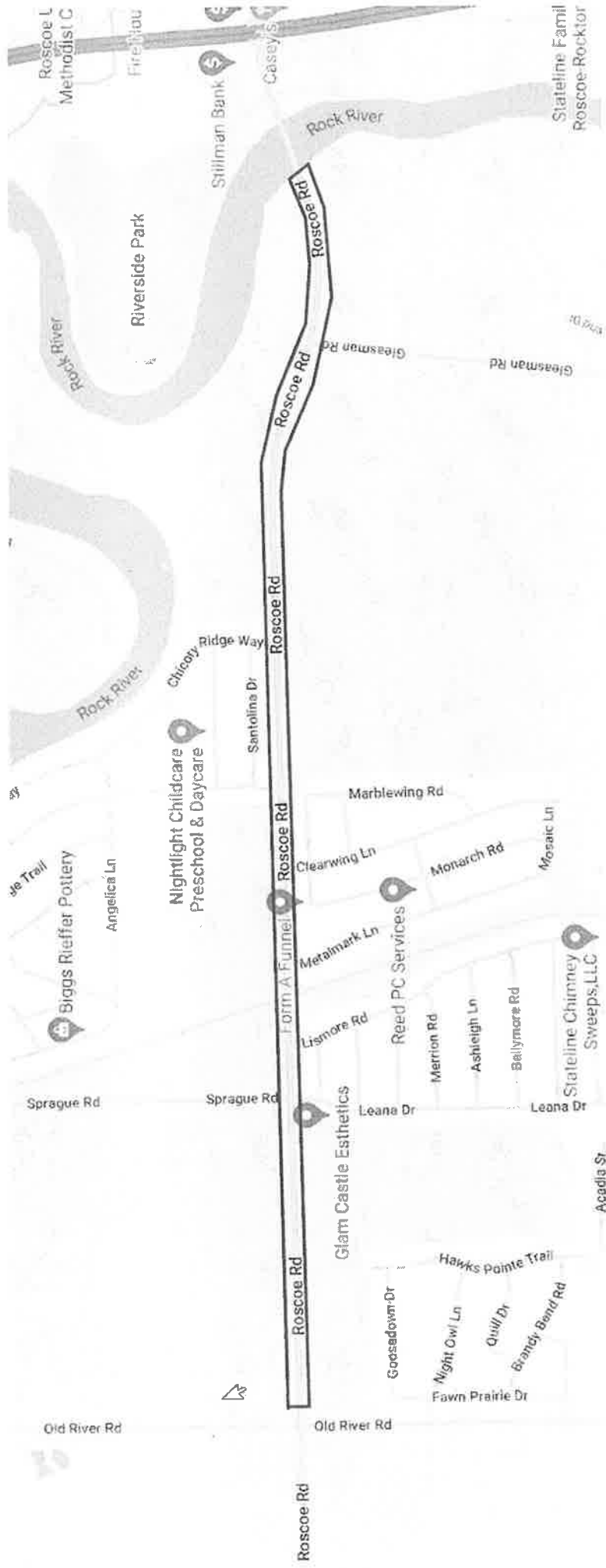
Printed Name (Owner/Client)

Title

Organization (Owner/Client)

Please deliver, mail, e-mail, or fax completed Work Authorization to C.E.S. Inc. at

Kevin.Bunge@civilideas.com





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 14, 2024

Resolution Title: Ordinance Amending Chapter 50, Article IV, of the Winnebago County Code and Adopting a Surface Water Management – Fee Schedule

County Code: PWC Resolution #24-023

Board Meeting Date: Thursday, May 23, 2024

Budget Information:

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

Background Information: This ordinance amends the ordinance originally adopted by the County Board on August 24, 2006. It provides for better floodplain management to reduce flood damages and to account for new FEMA criteria and more accurate/modern mapping. It also incorporates better controls for construction erosion and sedimentation as part of the National Pollutant Elimination System.

The ordinance introduces a fee schedule for Highway Department staff to review construction in floodplains whenever a permit is required and for storm water reviews for new larger developments.

Recommendation:

Staff recommends approval

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up:

Ordinance to be laid over until the next County Board meeting.

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

24-CO-

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

**ORDINANCE AMENDING CHAPTER 50, ARTICLE IV, OF THE WINNEBAGO COUNTY
CODE AND ADOPTING A SURFACE WATER MANAGEMENT – FEE SCHEDULE**

WHEREAS, for the purposes of reducing flood damages caused by development in floodplains and controlling runoff increased by the construction of impervious surfaces, the Winnebago County Board adopted the County’s Surface Water Management Ordinance (2006 CO 98) on August 24, 2006; and

WHEREAS, said ordinance has not been updated since it was adopted; and

WHEREAS, the Federal Emergency Management Agency has revised floodplain management criteria and developed modern, more accurate mapping that will result in better regulation and maintain availability for flood insurance for citizens and businesses in Winnebago County; and

WHEREAS, maintaining water quality is in the public interest; and Winnebago County is participating in the National Pollutant Discharge Elimination System, which includes a commitment to Construction Site Erosion and Sediment Controls and Post Construction Runoff Controls; and

WHEREAS, the County entered into an Intergovernmental Grant Agreement with the State of Illinois, Illinois Emergency Management Agency to receive \$21,600.00 in grant funds and a Professional Services Agreement with Region 1 Planning Council at a not to exceed price of \$20,000.00 to update the County’s Surface Water Management Ordinance; and

WHEREAS, combining necessary changes and additions to existing regulations related to surface water management brings efficiency to enforcement and compliance.

NOW, THEREFORE BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 50, Article IV of the Winnebago County Code is hereby amended to read according to the form substantially as attached hereto.

BE IT FURTHER ORDAINED, that the “SURFACE WATER MANAGEMENT - FEE SCHEDULE” is adopted according to the form substantially as attached hereto.

BE IT FURTHER ORDAINED, that this Ordinance is effective immediately upon its adoption.

BE IT FURTHER ORDAINED that the Clerk of the County Board is hereby authorized to prepare and deliver one certified copy of this Ordinance to the Winnebago County Auditor, Treasurer, Director of Regional Planning and Economic Development, Administrator, and two certified copies to the Winnebago County Engineer, one of which is to be forwarded to the Federal Emergency Management Agency.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Chris Scrol

Chris Scrol

Jim Webster

Jim Webster

John Penney

John Penney

John Guevara

John Guevara

Kevin McCarthy

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this _____ day of _____, 2024, adopted the above and foregoing Resolution.

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

ATTEST:

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



WINNEBAGO COUNTY

— ILLINOIS —

APPENDIX 1

SURFACE WATER MANAGEMENT – FEE SCHEDULE

| Permit Type | Permit Fee |
|---|----------------------------|
| Base Fee - Stormwater & Floodplain | \$50.00 |
| Sediment and Erosion Control | Per SWCD* Fee Schedule |
| Minor Development (less than 25,000 sq. ft.) | \$150.00 |
| Intermediate Development (25,000 sq. ft - less than 1 acre) | \$250.00 |
| Major Development (greater than 1 acre) | \$350.00 |
| Other Fees | |
| Variances | \$350.00 |
| Resubmittal | 20% of original permit fee |
| Permit Extension Fee (required to extend permit by 1 year) | 20% of original permit fee |
| After-the-Fact Permit | Double permit fee |
| Misc. staff time | \$80.00/Hour |

*Winnebago County Soil and Water Conservation District

Soil Erosion and Sediment Control Plan Review
Winnebago County Soil and Water Conservation District
Phone - (815)-965-2392, ext. 3

| | |
|----------------------------------|---|
| FOR OFFICE USE ONLY | SWCD Application No.: _____ |
| Date Application received: _____ | Date all Information received: _____ Reviewed by: _____ |
| Fee Paid: _____ | Check No.: _____ |
| Meets technical standards _____ | Does not meet technical standards _____ Date technical standards acquired _____ |

| | APPLICANT (Owner/Developer) | Erosion Control Consultant/Engineer |
|------------------------------------|-----------------------------|-------------------------------------|
| Business Name | | |
| Address City/State/Zip | | |
| Contact Name | | |
| Phone | | |
| E-Mail Address | | |
| Relationship to project | | |

Current Project Name and Phase number: _____

Job site contact person: _____ **E-Mail Address:** _____

Job site contact person phone number: (_____) - _____ - _____

County/Municipal contact person: _____ **Phone #** (_____) - _____ - _____

Township, range, & section: or PIN(s)#: _____

Proposed land use: _____ **Acreage of disturbance:** _____

Pre-construction meeting date (if known): _____ **Location:** _____

Construction start date: _____ **Anticipated construction completion date:** _____

The applicant agrees to the following conditions:

1. Submit all required information listed on the following page for each phase of development, regarding the soil erosion and sediment control (SE/SC) plan.
2. Upon submittal of this application, pay the applicable fee, based on the attached fee schedule (Section 1 & Section 2), in accordance with total acres of disturbance to the original topography and/or vegetation disturbance.
3. Notify representatives of the Soil and Water Conservation District (SWCD) of the pre-construction meeting.
4. If SWCD is not contacted (in writing) prior to commencement of construction, the pre-construction notification fee will be forfeited.
5. Allow a Winnebago County SWCD representative the right to conduct on-site investigations throughout all active construction phases to determine whether all necessary SE/SC practices have been installed and are functioning properly.
6. Upon commencement of earthwork or construction, document SE/SC site inspections with all information being accurate and complete.
7. Comply with the Winnebago County SWCD's written and verbal recommendations regarding:
 - A. The SE/SC plan and corrections or changes made thereto.
 - B. Installation and maintenance requirements of the SE/SC practices on-site.
8. If any changes occur to the plans, schedules, etc., the applicant shall be responsible for notifying the Winnebago County Soil and Water Conservation District.
9. If construction is does not commence within 24 months of the plan approval, the project will be closed. Fees will not be returned.

Upon receipt of all required information, the SE/SC plan will be reviewed within **15 working days** and all involved parties will be notified whether or not the plan meets technical standards.

Applicant's Signature: _____ **Date:** _____

| Table 1 | SESC Inspection Fee Schedule | Plan Review & Inspection Fee ** |
|------------------|---|--|
| Section 1 | Application Fee* | |
| | Construction - Single Family Home requiring review | \$100 |
| | Construction – Commercial Site/lot not part of a larger development - <1-acre disturbance | \$500 |
| | Construction Site 1-4 acres | \$880 |
| | Construction Site 5-9 acres | \$1,060 |
| | Construction Site 10-14 acres | \$1,550 |
| | Construction Site 15-19 acres | \$1,750 |
| | Construction Site 20-29 acres | \$2,240 |
| | Construction Site 30-39 acres | \$2,540 |
| | Construction Site 40-49 acres | \$2,860 |
| | Construction Site 50-59 acres | \$3,160 |
| | Construction Site 60-69 acres | \$3,680 |
| | Construction Site 70-79 acres | \$3,880 |
| | Construction Site 80-89 acres | \$4,160 |
| | Construction Site 90-99 acres | \$4,360 |
| | Construction Site 100-160 acres | \$5,440 |
| | Construction Site >160 acres | *** |
| Section 2 | Pre-Construction Notification fee | |
| | Refunded upon written notice of the construction start date and/or preconstruction meeting. | \$400 |

* For linear projects, use estimated width of disturbance x length and convert to acres. Round Acres to the nearest whole number.

** The fee Schedule is based on a maximum two (2) year project duration. Projects that last beyond two years may require additional fees.

***For projects >160 acres or any other unique project as determined by the SWCD Board of Directors, a modified fee schedule may be developed on an individual basis, based upon the size, complexity, and duration. **ALL FEES ARE SUBJECT TO YEARLY INCREASES.**

SEND REQUIRED INFORMATION WITH FEE PAYABLE TO:

Winnebago County SWCD
4833 Owen Center Road
Rockford, IL 61101

Hours: Monday thru Friday; 8:00 AM – 4:30 PM
Phone: 815-965-2392 x3

The Review and Inspections will be conducted on a non-discriminatory basis without regard to race, color, religion, national origin, age, gender, handicap or marital status. The Winnebago County Soil and Water Conservation District is a nonprofit organization.

Site Plan Checklist

ONLY for large Commercial, Industrial or Multi-Family Residential Developments

The soil erosion and sediment control plan cannot be reviewed until all of the following information is submitted for each upcoming active construction phase:

1. Existing site conditions and natural resources present, including:

- Site boundaries and adjacent lands which accurately identify site location.
- Buildings, roads and utilities.
- Topography, vegetation, drainage patterns, subwatershed delineation, critical erosion areas, and any subsurface drainage tiles.
- Wetland and floodplain delineation.
- Location and identification of soil types.
- Adjacent areas that affect or are affecting the project site, e.g. drainage onto or through the site affecting wetlands, streams, lakes, and drainage areas downstream.
- Vicinity map.
- Show areas where trees and vegetation are to be preserved.
- Map legend, including north arrow and scale on all materials submitted.

2. Final site conditions, including:

- An accurate depiction of post-construction appearance, (e.g. roads, buildings, open space).
- Locations, dimensions, cross-sections and elevations of all (temporary and permanent) stormwater management facilities (including sediment basins), plus inlet and outlet locations.
- Surface flow direction, including sheet flow and concentrated flow direction.
- Post-construction topography, final contours should be easily distinguished (2-foot contour is preferred) including sub-watershed delineations.

3. A complete soil erosion and sediment control plan, including:

- Location and detailed drawings of all permanent and temporary soil erosion and sediment control practices.
- A schedule outlining the installation of the practices with the responsible parties identified.
- Inspection and maintenance schedules with responsible parties identified.
- Seeding information: rates, species, dates, fertilization, temporary or permanent.
- Location and dimension of all temporary soil and aggregate stockpiles.

4. Locations, dimension & phase timeline of all land disturbing activities, including:

- Designate construction limits, areas that will be disturbed and areas of wetland fill.
- Describe grading and building schedule and phasing timeline.

Narrative Checklist

The soil erosion and sediment control plan cannot be reviewed until all of the following information is submitted for each upcoming active construction phase:

_____ **Project description** - Briefly describes the nature and purpose of the land disturbing activity, and the area (acres) to be disturbed.

_____ **Existing site conditions**- A description of the existing topography , vegetation, drainageways, subsurface drain tile, buildings, roads and utilities.

_____ **Adjacent areas**- A description of neighboring areas such as streams, lakes, residential areas, roads, etc., which might be affected by the land disturbance. Describe any adjacent or neighboring activities that may affect the soil erosion and sediment control plan.

_____ **Off-site areas**- Will any other areas be disturbed? Describe any off-site land disturbing activities.

_____ **Soils**- Provide a brief description of the soils on the site at the exposed soil horizon such as soil name, mapping unit, erodibility, permeability, texture, structure and depth to seasonal high groundwater. This information is available from the local Soil and Water Conservation District.

_____ **Critical areas**- A description of areas on the site which have potentially serious problems, (e.g. steep or long slopes, channels, intermittent streams, and side hill seeps).

_____ **Soil erosion and sediment control measures**- A description of the methods which will be used to control erosion and sedimentation on the site. Control methods should meet the standards in section 4 of the Illinois Urban Manual.

_____ **Construction Sequence**- A sequence of events for construction projects

_____ **Permanent stabilization**- A brief description including specifications of how the site will be stabilized after construction is completed.

_____ **Calculations**- Detailed calculations for the design of temporary sediment basins, permanent stormwater detention basins, diversions, channels, etc.. Include pre and post development runoff.

_____ **Detail drawings**- Include detail drawings form the Illinois Urban Manual. Any structural practices used that are not referenced to the Illinois Urban Manual or local handbooks should be explained and illustrated with detail drawings.

_____ **Operation and Maintenance** - Provide a schedule of maintenance for all temporary and permanent erosion and sediment control practices to ensure that they perform properly. Identify the parties responsible for maintenance.

ARTICLE IV. SURFACE WATER MANAGEMENT

Sec. 50-246. Title

This article shall be known, cited and referenced to as the "Surface Water Management Ordinance".

Sec. 50-247. Purpose and scope of article.

The purpose of this article is to establish regulations for unincorporated areas of the county that reasonably manage adverse effects to and by surface water to impacted areas and new development, occurring on or after the effective date of this ordinance (August 24, 2006), as amended. Specifically, potential surface water effects are:

(a) Flooding. Flooding is addressed by:

(1) Regulating Development in Floodplain Areas. This title refers to the Illinois Sample Flood Damage Prevention Ordinance (IDNR/OWR, as amended)¹~~Illinois State Model Floodplain Ordinance~~, the technical portions of which are Sections 6, 7, 8, 9, and 10. These sections, as adjusted to reflect county recognition of Flood Hazard Areas in addition to FEMA's Special Flood Hazard Areas, are hereby included in the Technical Regulations. Besides the public interest in reducing flood damages, the purpose of these requirements is to comply with Federal Regulations (Paragraph 60.3(d) of 44 CFR 59-60), in order for Winnebago County to remain in good standing with the National Flood Insurance Program.

a. Developments shall be regulated in accordance with the base flood standard, which is indicated in the definition of *Floodplain* in the following section 50-248. Also see the definitions of Development and especially Substantial Improvement which enumerates exceptions.

(2) Stormwater Detention Regulations. These regulations address escalation in flooding within new Developments and/or impacted areas, which increase the amount of impervious surface. The maximum controlled stormwater runoff release rate shall not exceed the natural safe stormwater drainage capacity of the downstream system, which has been found to be 0.2 cubic feet per second, per acre in the county. Details of compliance with this requirement are hereby incorporated in the Technical Regulations.

a. The following, however, shall not be included:

i. Traditional agricultural uses.

ii. The construction of single-family dwellings on lots or parcels of land which were of record prior to ~~August 12, 1976~~June 24, 1982.²

iii. Modification of single-family dwellings which will continue to be used as single-family dwellings.

iv. The use of lands adjacent and contiguous to and which discharge directly into the Rock, Pecatonica, Sugar, or Kishwaukee Rivers.

v. Improvement of existing roadways which does not increase the number of traffic lanes in the typical cross section of the roadway.

(3) Post Construction Runoff Quantity Controls. These are controls, like Stormwater Detention, that address the increased runoff associated with many types of development, but are more commonly associated with terms such as Low Impact Development and 'Green' Communities. Post Construction Runoff Control is a Best Management Practice (BMP) required of the County by the National Pollutant Discharge Elimination System (NPDES), Phase II. Allowances for such controls are hereby incorporated in the Technical Regulations.

1. water quality degradation. This degradation, often called pollution, is addressed by:

¹ Illinois Sample Flood Damage Prevention Ordinance, updated May, 2022

² New Lot of Record date from Winnebago County

(b) Construction Site Erosion and Sediment Control. These controls apply to any Land Disturbing Activity (see definition) with the intent that the transport of sediment via wind or rainwater runoff from sites affected by land disturbing activities be limited, as closely as practicable, to that which would have occurred if the land had been left in its undisturbed state. This is a BMP of NPDES Phase II; and has been addressed by a standard ordinance developed by the Winnebago County Association for Clean Water Action (WinACWA) 2005. Provisions of this ordinance are hereby incorporated in the Technical Regulations.

a. Except that, where floodplains are not involved, erosion and sediment control plans shall not be required for submittal for any of the following, provided that the person responsible for any such development shall implement necessary soil erosion and sediment control measures consistent with the principles of this regulation:

- i. Excavation below final grade for the basement and footings of a single-family residence and appurtenant structures on a site in excess of one acre for which a building permit has been issued by the County of Winnebago;
 1. Agricultural use of land, including the implementation of conservation measures included in a farm conservation plan approved by the Winnebago County Soil and Water Conservation District, and including the construction of agricultural structures;
 2. Installation, renovation, or replacement of a septic system to serve an existing dwelling or structure.

(2) Post Construction Runoff Quality Controls. These are additional controls, extending beyond the construction phase, which address water quality on a continuous basis. They can be as simple as some Low Impact Development techniques or as complex as a small surface water treatment plant. Post Construction Runoff Control is a Best Management Practice (BMP) required of the County by the National Pollutant Discharge Elimination System (NPDES), Phase II. Allowances for such controls are hereby incorporated in the Technical Regulations.

Sec. 50-248. Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. When language contained within the Winnebago County Unified Development Ordinance is referenced, and in conflict with this section, the language in this section shall be applied to the provisions of this ordinance.

Accessory Structure means a structure located on the same lot with the principal building and is customarily incidental and subordinate to the use of the principal building.

Administrator means the Winnebago County Engineer, or his/her designee. With regard to Construction Site Erosion and Sediment Control provisions of this Article and the Technical Regulations, on sites for which a building permit is required or pending, the term shall also include the Building Official of Winnebago County, and the Winnebago County Soil and Water Conservation District Executive Director, or his/her designee.

Authority means any agency with regulatory powers, Winnebago County, for the purpose of this ordinance.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year, also known as the 100-year flood.

Base flood elevation (BFE) means the elevation in relation to mean sea level of the crest of the base flood. *Basement* means that portion of a building having its floor sub-grade (below ground level) on all sides.

Best Management Practices (BMP) means the primary method to manage stormwater runoff and mitigate pollution entering waterways. BMPs are tools, practices, and methods of stormwater management that control peak stormwater runoff rate, improve water quality, and manage runoff volume. (For additional guidance, see Section 1102 of the Technical Regulations.)

Building means a walled and roofed structure, including gas or liquid storage tank, that is principally above ground, including manufactured homes, prefabricated buildings, mobile homes, and gas or liquid storage tanks. The term also includes recreational vehicles and travel trailers installed on a site for more than one hundred eighty (180) days per year.

Certify or certification means formally attesting that the specific inspections and tests where required have been performed, and that such tests comply with the applicable requirements of this Ordinance.

Clearing means any activity that removes vegetative ground cover.

Concentrated Animal Feeding Operation (CAFO) is defined as a Large CAFO pursuant to 35 Illinois Administrative Code 502.103. (<https://www.ilsos.gov/departments/index/admincodindex.html>)³

Control structure means a facility constructed to regulate the volume of stormwater runoff released during a specific length of time.

County means the County of Winnebago, Illinois.

County ~~board~~ Board means the County Board of the County of Winnebago, Illinois.

Critical Facility means any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk.

Examples of critical facilities where flood protection should be required include: emergency services facilities (such as fire and police stations), schools, hospitals retirement homes and senior care facilities, major roads and bridges, critical utility sites (telephone switching stations or electrical transformers, and hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances).

Development (see also Land Disturbing Activity) means any manmade change to improved or unimproved land, including, but not limited to,

- (1) demolition, construction, reconstruction, repair, placement of a building, or any structural alteration to a building;
- (2) substantial improvement of an existing building;

³ New Definition added; specific to Large CAFOs.

- (3) installation of a mobile home or manufactured home on a site, preparing a site for a mobile home or manufactured home, or installing a travel trailer on a site for more than one hundred eighty (180) days per year;
- (4) installation of utilities, construction of roads, bridges, culverts or similar projects;
- (5) construction or erection of levees, dams walls or fences;
- (6) drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface;
- (7) storage or manufacture of materials, chemicals or other substances in floodplains, including the placement of gas and liquid (other than water) storage tanks. This definition is further refined in the prohibition enumerated in section 50-249(d)(17),
- (8) channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters.

“Development” does not include routine maintenance of existing buildings and facilities, resurfacing roads, or gardening, plowing, and similar practices that do not involve filing, grading, or construction of levees.

District means the Winnebago County Soil and Water Conservation District.

Dry bottom stormwater storage area means a facility designed to be normally dry which accumulates excess stormwater only during periods when the restricted stormwater runoff release rate is less than the stormwater inflow rate.

Elevating of a building or structure means a method of minimizing flood damage wherein the lowest completely and permanently enclosed floor of a building or structure must be raised above a specified level, safe from significant damage from the base flood.

Engineer means the Winnebago County Engineer and person(s) designated by the County of Winnebago to review, approve, or enforce erosion and sediment control plans or storm water pollution prevention plans.

Excavation means any act by which organic matter, earth, sand, gravel, rock or any similar material is cut into, dug, quarried, uncovered, removed, displaced, relocated or bulldozed, and shall include the conditions resulting therefrom.

Existing grade means the vertical location of the existing ground surface prior to excavation or filling.

Existing ~~Manufactured-Mobile~~ Home Park or Subdivision means a manufactured-mobile home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured mobile homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing ~~Manufactured-Mobile~~ Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured mobile homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA means Federal Emergency Management Agency.

Fill means earth, sand, gravel, rock or any other material which is deposited, placed, replaced, dumped, pushed, pulled, transported or removed by man to a new location, and shall include the condition resulting therefrom.

Final grade means the vertical location of the ground or pavement surface after the grading work is completed in accordance with the site development plan.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland waters, or the unusual and rapid accumulation of runoff of surface waters from any source.

Flood Fringe means that portion of the floodplain outside of the regulatory floodway.

Flood Insurance Rate Map (FIRM) means a map prepared by the Federal Emergency Management Agency that depicts the floodplain or special flood hazard area (SFHA) within a community. This map includes insurance rate zones and may or may not depict floodways and show base flood elevations. For the purpose of this ordinance, the FIRM is that specified under the definition of Floodplain.

Flood Insurance Study (FIS) means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations. For the purpose of this ordinance, the FIS is that prepared for Winnebago County in companion with the FIRM.

Floodplain, Flood Hazard Area, and Special Flood Hazard Area (SFHA) (These terms are synonymous, except SFHA is specific to FIRMs) means those lands within the unincorporated county that are subject to inundation by the base flood. The SFHAs of the county are generally identified as such on panel numbers 17201C0020D to 17201C0415D, inclusive, of the countywide Flood Insurance Rate Map of Winnebago County, Illinois, prepared by the Federal Emergency Management Agency and dated September 6, 2006, and as may be subsequently amended by FEMA. Floodplain also includes those areas of known or suspected and subsequently delineated flooding as identified by the county by observation or sound hydraulic and hydrologic principles.

Floodproofing means any combination of structural or nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate, property and their contents.

Floodproofing Certificate means a form published by the Federal Emergency management agency that is used to certify that a building has been designed and constructed to be structurally dry flood proofed to the flood protection elevation.

Flood Protection Elevation (FPE) means the elevation of the base flood plus one foot of freeboard at any given location in the floodplain.

Floodway means that portion of the floodplain required to store and convey the base flood. The floodway for the floodplains shall be as delineated on the countywide Flood Insurance Rate Maps of the county prepared by FEMA and dated September 6, 2006, or as may be subsequently amended by FEMA. The floodways for each of the remaining floodplains of the county shall be according to the best data available from the Federal, State, or other sources.

Freeboard means ~~An~~ an increment of elevation added to the base flood elevation to provide a factor of safety for uncertainties in calculations, future watershed development, unknown localized conditions, wave actions and unpredictable effects such as those caused by ice or debris jams.

Garage means a building, either attached or detached, used or designed to be used primarily for the parking and storage of vehicles.

Grading means excavation or fill or any combination thereof and shall include the conditions resulting from any excavation or fill.

Historic Structure means any structure that is:

3. Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.
4. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
5. Individually listed on the state inventory of historic places by the Illinois Historic Preservation Agency.
6. Individually listed on a local inventory of historic places that has been certified by the Illinois Historic Preservation Agency.

Hydric soil means a soil having a seasonal high water table at or near the surface of the soil most of the year.

Hydrophyte means a plant growing in water or in soil too saturated with water for most plants to survive.

IDNR/OWR means Illinois Department of Natural Resources/Office of Water Resources.

Impacted area means any parcel, or any portion of a parcel, within unincorporated Winnebago County, that includes a stormwater easement, a detention easement, drainage way, flood zone, flood plain, or flood way, and plat provisions⁴, and is affected by a natural or man-made event or action in such a way that is a violation of the provisions of this ordinance in its entirety.

Impervious surface. *Impervious area* means any hard-surfaced, compacted area that does not readily absorb or retain water, including but not limited to building roofs, asphalt and concrete surfaces, and graveled areas.

Inspector means the person designated to review, approve, or enforce erosion and sediment control plans or storm water pollution prevention plans.

Intermediate development means land disturbing activity that occurs on property of no less than 25,000 square feet and less than one (1) acre, and is not a public road improvement or mining development.

Landscape or Land disturbing activity means any grading, excavation or fill placement activity which, in any combination, affects an area of one acre or more; or that may discharge soil and erosion into,

⁴ Recorded plat restrictions and requirements are subject to requirements of this Ordinance.

or affect the performance of, any stormwater conveyance system; or alters or has the potential to alter existing floodwater storage, conveyance or direction of flow. Gardening, crop farming and measures necessary to reestablish healthy soil-stabilizing vegetation are not landscape disturbing activities.

Lot of record means an area of land designated as a lot of record or subdivision recorded pursuant to law.

Lowest floor means the lowest floor of the lowest enclosed area, including the basement. An unfinished or flood-resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area, shall not be considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable flood hazard area requirements of this article.

Major development means land disturbing activity great than 1 acre, that is not classified as a public road improvement, or mining development.

Manufactured home means a building assembly or system of building sub-assemblies, designed for habitation as a dwelling for one (1) or more persons, including the necessary electrical, plumbing, heating, ventilating and other service systems, which is of closed or open construction and which is made or assembled by a manufacturer, on or off the building site, for installation, or assembly and installation, on the building site, with a permanent foundation. ~~structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities.~~⁵

~~For floodplain management purposes, the term "manufactured home" also includes park — trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.~~

Manufactured home park or subdivision means a parcel or contiguous parcels of land divided into two or more manufactured home lots for rent or for sale.

Market value means the full fair cash value of real property as determined by the purchase price a willing buyer and seller would arrive at in the open market. The full fair cash value of real property shall be presumed to be the equalized assessment of the property.

Mining development means land disturbing activity that consists of extracting and/or mining material or aggregate resources. Activity is conducted upon a recorded parcel of land exceeding 2 acres and involves the removal of 10 feet or more of overburden.

Minor development means land disturbing activity that consists of hydrologic disturbance of less than 25,000 square feet and is not a public road improvement or mining development.

Mobile home means a single-family dwelling built on a permanent chassis designed for residential occupancy and containing complete electrical, plumbing, and sanitary facilities and designed to be installed in a permanent or semi-permanent manner with or without a permanent foundation, which is capable of being drawn over public highways as a unit, or in sections, and which is certified pursuant to the "National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. 5401 et seq., as amended.

⁵ Amended definition consistent with Winnebago County Unified Development Ordinance.

"Manufactured Homes" are not considered a "Mobile Home." Park model homes and the like which meet this definition are considered mobile homes.⁶

For floodplain management purposes, the term "mobile home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days

Natural drainage means the existing runoff pattern of water on the ground surface prior to construction.

New Construction means structures for which the start of construction commenced or after the effective date of floodplain management regulations adopted by a community and includes any subsequent improvements of such structures.

New ~~Manufactured-Mobile~~ Home Park or Subdivision means a manufactured-mobile home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured-mobile homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by a community.⁷

NFIP means National Flood Insurance Program.

Parcel means all contiguous land held in one ownership.

Permitting authority means the County of Winnebago.

Person means an individual, public or private corporation, government, partnership or unincorporated association.

Planned development means any large-scale land development consisting of unconventional or creative lotting designs, ownership arrangements, land use patterns, land use mixes or other features uniquely permitted and regulated through the procedures identified for planned unit developments, planned community developments, or precise plan developments.

Post Construction Runoff Control means runoff control(s) over quantity (rate or volume) of flow; or quality (presence of suspended solids, chemicals, or other materials) of surface water leaving a development after construction is completed.

Positive gravity outlet means the drainage of an area in a manner that will ensure complete removal of all surface water by means of natural gravity.

Principal use means the main permitted or intended use of land and/or buildings as distinguished from a subordinate or accessory use.

Public road improvement means land disturbing activity that takes place in a public right-of-way or part thereof and does not include the construction of a building. Related construction includes, but is not limited to culverts, bridges, roadways, sidewalks, and bike paths. Public recreational trails and linear railroad developments shall be considered public road improvements with respect to the requirements of this Ordinance, even if the public recreation trail or linear railroad development is not located within a public right-of-way.

Removal means cutting vegetation to the ground or stumps, complete extraction, or killing by spraying.

Recreational Vehicle or Travel Trailer (see also, Mobile home) means a vehicle which is:

- (1) built on a single chassis;
- (2) four hundred (400) square feet or less in size;

⁶ Amended definition consistent with Winnebago County Unified Development Ordinance.

⁷ Reflects amended definition of mobile home.

(3) designed to be self-propelled or permanently towable by a light duty truck and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Runoff means that portion of precipitation or irrigation on an area which does not infiltrate into the soils, but instead flows off the surface of the land.

Repetitive Loss means Flood related damages sustained by a structure on two separate occasions during a ten year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

Sediment/sedimentation means transported and deposited soil particles or aggregates, usually by wind or water.

SFHA- See definition of floodplain.

Shed means a relatively small accessory building often purchased pre-built or as a kit in pre-fabricated sections. It is not designed to be served by heat, electricity, or plumbing and it is commonly not placed on a permanent foundation when under two hundred (200) square feet in area. A 'shed' is typically intended to store lawn, garden, or pool care equipment.

Site means a lot or parcel of land, or a contiguous combination thereof, where construction activity is performed.

Start of Construction includes substantial improvement and means the date the building permit was issued. This, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or other improvement, was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or placement of a mobile home, or manufactured home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building whether or not that alteration affects the external dimensions of the building.

Storm Water Conveyance and Storage System means any river, stream, creek, brook, branch, flowage, ravine, or natural or artificial drainageway, lake, pond, wetland, roadway drainage, storm sewer, etc. in or into which surface or groundwater flows, either perennially or intermittently.

Stripping means any activity that removes the vegetative surface cover including tree removal, clearing, and storage or removal of topsoil.

~~*Structure* means anything which is constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. A building or a fence shall be considered a structure.~~

Structure means anything erected, the use of which requires more or less permanent location on the ground or attached to something having a permanent location on the ground. A building, garage, shed, or a fence shall be considered a structure.⁸

Subdivision means any division of land into two or more parts, including transfers of land between adjacent property owners for the purpose of ownership transfer or future development.

Substantial Damage means damage of any origin sustained by a structure whereby the cumulative percentage of damage during the life of the building equals or exceeds fifty percent (50%) of the market value of the structure before the damage occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination. The term includes "Repetitive Loss Buildings" (see definition).

⁸ Buildings, garages, sheds and fences must comply with the requirements of this Ordinance as they all are potential obstructions to water flow in the floodplain.

Substantial Improvement means any reconstruction, rehabilitation, addition or improvement of a structure taking place during the life of the building in which the cumulative percentage of ~~improvements:equalsimprovements equals~~ or exceeds fifty percent (50%) of the market value of the structure before the improvement or repair is started, or increases the floor area by more than twenty percent (20%).

“Substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work done.

The term does not include:

- (1) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or
- (2) any alteration of a structure listed on the National Register of Historic Places or the Illinois Register of Historic Places.

Traditional agricultural use means a use commonly classed as agricultural or horticultural, including forestry, crop farming, truck gardening, wholesale nursery operations, animal husbandry, the operation of any machinery or vehicles incidental to such uses, and the construction of single-family dwellings and other farm structures associated with such uses.

~~The term does not include Uses-uses~~ such as grain storage and processing, feed and fertilizer manufacture and processing, farm machinery repair or sales, Concentrated Animal Feeding Operations, or other similar agri-businesses which ~~substantially~~ increase the size of paved or compacted areas by more than 25,000 square feet (cumulative) causing significant or measurable increases in stormwater runoff ~~shall not be considered traditional agricultural uses.~~⁹

Technical regulations ~~meansmean~~ the Winnebago County Surface Water Management Technical Regulations, which are adopted by the ~~county~~ County to specify the details of compliance with the scope of this Ordinance. While this Ordinance contains these definitions and establishes county policy, administrative matters, and legal foundation, the Technical Regulations, still a public document, requires measurements, planning and execution by engineers, architects, surveyors, or other certified or qualified persons, not the general public. Technical regulations may also be more subject to amendment as better methods are documented or environmental standards grow ~~more strict~~ stricter.

Tributary watershed means the entire catchment area that contributes stormwater runoff to a given point.

Vacant means land on which there are no structures or only structures which are secondary to the use or maintenance of the land itself.

Violation means the failure of a structure or other development to be fully compliant with the county's surface water management regulations. A structure or other development without the required federal, state, and/or local permits and elevation certification is presumed to be in violation until such time as the documentation is provided.

Waste means an unwanted byproduct of the developing/building process including construction-generated litter.

Wetland, ~~according to the U.S. Fish and Wildlife Service,~~ means ~~lands transitional between terrestrial and aquatic systems where the water table~~ areas where water covers the soil, or is ~~usually present either~~ at or near the surface of the soil all year or ~~the land is covered by shallow water for varying periods of time during the year,~~ including during the growing season. For purposes of this classification wetlands must have one or more of the following three attributes: (1) at least periodically, the land supports predominantly hydrophytes; (2) the substrate

⁹ Amended definition. Added concentrated animal feeding operations (see new definition), and clarified size of paved or compacted areas.

is predominantly undrained hydric soil; and (3) the substrate is nonsoil and is saturated with water or covered by shallow water at some time during the growing season of the year ([US Fish & Wildlife Service](#)).

Wet bottom stormwater storage area means a facility that contains a body of water and which accumulates excess stormwater during periods when the restricted stormwater runoff release rate is less than the stormwater inflow rate.

(b) Words not defined in this section shall be interpreted in accordance with definitions contained in

~~Webster's New Collegiate Dictionary, 1993 edition~~[Merriam Webster Online Dictionary](#).

Sec. 50-249. Administration.¹⁰

(a) Administration of this article shall be the responsibility of the Administrator, who shall have authority to perform all duties enumerated in this section. The Administrator shall develop and maintain a familiarity with all state and federal laws related to floodplain management and drainage, including section 404 of the Federal Water Pollution Control Act of 1972 and subsequent amendments thereto (~~42 USC 1334~~[33 USC 1251](#)); and Statewide Permits issued by IDNR/OWR. The Administrator shall not issue a permit with respect to this article until clearance necessary from the respective state and federal agencies is obtained. No development or activity ~~that constitutes within an impacted area~~ regulated by this article, shall commence in any area known or suspected to be inundated by the base flood without prior written approval from the Administrator in accordance with the requirements of this article.

1. [Interpretation of terms and words. The words 'shall', 'will', and 'must' are mandatory, not permissive. Definitions of terms specific to this ordinance are contained in Section 50-248.](#)

(b) The Administrator may appoint any individuals or organizations to act in whole or part under this authority. The Administrator shall have appropriate assistance from the zoning officer, the building officer, the plats officer and officials of the county health department. These officials shall assist and cooperate with the Administrator in the administration of this article, and shall notify the Administrator regarding any official actions which may fall under the jurisdiction of this article and any suspected violations of this article.

(c) The officials mentioned in subsection (b) of this section shall familiarize themselves with this article, with particular attention to the areas and activities regulated by this article, and shall refer all requests for permits for such activities made to their respective offices to the Administrator for approval according to this article. After November 13, 1980, no zoning clearance, building permit, or plat or subdivision approval shall be issued by the zoning officer, building official or plats officer for a development activity or land subdivision in a known or suspected base flood area until the proposed use, structure, development, subdivision or activity is approved by the Administrator. All requests for well permits, onsite waste disposal systems and onsite waste processing systems within the county shall be submitted in writing to the Administrator for review.

(d) The Administrator shall enforce the provisions of this article, and for that purpose shall have the following additional powers and duties to:

1. Require that a permit or clearance be obtained prior to any new use or improvement of ~~land or property~~[land, property, -and impacted area](#) subject to the base flood, including, ~~but not limited to~~, the placement of fill and landscape grading; the Administrator shall review and examine all applications for such permits to ensure compliance with the provisions of this article. This work shall include:
 - a. ~~comparison~~[Comparison](#) of the elevation of the site to the base flood elevation. Any ~~development~~[development or -land disturbing activity](#) located on land that can be shown by survey data to be higher than the current base flood elevation and which has not been filled after the date of the site's first Flood Insurance Rate Map is not in the floodplain and therefore not subject to the requirements of this ordinance. Conversely, any ~~development~~[development or land disturbing activity](#) located on land shown to be below the base flood elevation and hydraulically connected, but not shown on the current Flood Insurance Rate Map, is subject to the provisions of this ordinance.
 - b. ~~with~~[With](#) reference to the above paragraph, maintenance of any documentation of the existing ground elevation at the ~~development site~~[development site or within the impacted area](#) and certification that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification.

¹⁰ Amendments apply to existing properties and parcels, and new construction activity.

2. Review each plan and determine its conformance with all provisions of this ordinance, and within thirty days after receiving the plan, and shall in writing:

- a. approve the plan if it is found to be in conformance with the provisions of this ordinance;
- b. approve the plan subject to such reasonable conditions as may be necessary to secure substantially the objectives of this ordinance; or
- c. disapprove the plan, indicating the deficiencies and the procedure for submitting a revised plan.

Approval shall not be issued for an intended ~~development site~~ development site or impacted area unless:

- i. The ~~development~~ development or impacted area, including but not limited to subdivisions and planned unit development, has been approved by the County of Winnebago where applicable, or
 - ii. The proposed ~~development~~ development or impacted area is coordinated with any overall development program previously approved by the County of Winnebago for the area in which the site is situated; and
 - iii. All relevant federal and state permits (eg., for floodplains and wetlands) have been received for the portion of the site subject to soil disturbance.
3. Collect any fees which may be established by the County Board, issue permits or other certificates indicating compliance with this article and keep permanent records thereof;
 4. Conduct inspections of buildings, structures, lands and uses, including substantial damage determinations, as are necessary to determine compliance with this article; such inspections may be made by the building official or inspector in conjunction with normal building or construction inspections;
 5. Receive, file and forward as necessary all applications pertaining to this article;
 6. Initiate, direct and review from time to time the provisions of this article and make recommendations to the county board as necessary;
 7. Initiate amendments to this article as may be necessary to comply with changes in the National Flood Insurance Program or state floodplain management requirements; and cooperate with federal and state agencies to coordinate base flood data and to improve the administration of this ordinance.
 8. Revoke permits, certificates of compliance and post stop work orders where the provisions of this article are being violated;
 9. Require or conduct elevation surveys and monumentation as necessary to ensure compliance;
 10. Issue notices of violation when necessary and take further action as specified in this article to obtain compliance;
 11. Provide and maintain public information relative to all matters arising out of this article; and for that purpose, retain plans, specifications, and reports for all developments and impacted areas. Annually publish informational material advising property owners on threats, hazards and vulnerabilities;
 12. Issue orders preventing the occupation or use of any land, building or structure which has been constructed or modified in violation of the terms of this article;
 13. Issue orders to initiate and carry out corrective measures where a violation of the terms of this article has placed other properties in peril;
 14. Maintain records of all official actions taken under this article; and:
 - a. Provide the county board, the state department of transportation, the division of water resources, and the Federal Insurance Administration with an annual report of flood hazard area activities on forms provided by the Federal Insurance Administration.
 - b. Require and maintain records of lowest floor elevations, floodproofing certifications, variance documents and other records required by the Federal Insurance Administration.

- c. Maintain a record of the lowest floor elevations in flood hazard areas of all new structures or substantial improvements of structures constructed after November 19, 1980. These floor elevations shall be available to the public.
 - d. Maintain the records of all proceedings and actions of the board taken in connection with this article.
 - e. Notify the Federal Insurance Administration, as part of the annual report, of all variances granted.
15. As applicable to their jurisdiction: notify IDNR/OWR and any neighboring communities prior to any alteration or relocation of a watercourse.
16. Maintain the accuracy of floodplain maps including notifying IDNR/OWR and/or submitting information to FEMA within six months whenever a modification of the floodplain may change the base flood elevation or result in a change to the floodplain map.
17. Prohibit the storage or manufacture of materials, chemicals or other substances in floodplains, including:
- a. the placement of gas and liquid (other than water) storage tanks,
 - b. water-soluble chemicals,
 - c. materials which are buoyant,
 - d. pesticides, herbicides, and fertilizers,
 - e. radioactive materials,
 - f. grain or other storage of materials or substances which can be easily damaged by floodwaters, and
 - g. the storage of any other chemical or substance in large or small amounts which, in the judgment of the Administrator, has the potential to pollute floodwaters, impair flood flows, or increase the damage hazard to other property owners upstream or downstream.

Except that the types of storage or manufacture which are exempted are:

- ~~ai.~~ storage or manufacture which is floodproofed to withstand a flood exceeding the base flood by one foot;
- ~~ii~~b. the storage of gasoline, oil and other substances necessary in the operation and maintenance of marine craft and watercraft; and
- ~~e~~iii. storage or manufacture existing prior to November 30, 1980, for a period of three years from November 30, 1980. Thereafter, these items shall be removed or floodproofed to withstand a flood exceeding the base flood by one foot. However, in any case where the preexisting storage or manufacture of a prohibited and not otherwise exempted substance is abandoned or ceased for a period of three consecutive months, then neither that activity nor any similar prohibited activity shall be reestablished, except in conformance with this article.

Sec. 50-250. Enforcement and Penalties.¹¹

The ~~administrator~~ Administrator shall be the official primarily responsible for the enforcement of this article. The ~~administrator~~ Administrator shall serve notice of a violation of this article on the owner or his authorized agent, a tenant, architect, builder, contractor or other person who commits or participates in any violation. The administrator may request the state's attorney to institute legal proceedings necessary to enforce this article or prevent or remedy any violations thereof. He/~~she~~ may also request the assistance of the county sheriff's department in enforcing this article.

- (a) It shall be unlawful for any person to violate, disobey, omit, neglect, or refuse to comply with, or to resist enforcement of, any provision of this Ordinance, or variance required by this Ordinance.
- (b) It shall be unlawful under this article for any applicant or person to submit any inaccurate plans, plats or other documents to the aAdministrator or other office involved in the enforcement of this article.
- (b)(c) Stop-work order; In the event any person holding an approved erosion and sediment control plan, or development permit, pursuant to this ordinance violates the terms of the approval, or carries on site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood of the development site or so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the County of Winnebago may suspend or revoke approved construction activity including, but not limited to: any and all building permits,

¹¹ Section 250 combines Section 50-250 Enforcement and Section 50-251 from the previous version of the Ordinance.

grading activity, road construction, or other construction related activities until such time the approved erosion and sediment control plan, or conditions of the development permit are satisfactorily implemented and/or maintained.

~~(e)(d)~~ Enforcement of violations of an approved plan and/or within any impacted area shall be by a written stop-work order issued by the County of Winnebago and delivered to the permittee or his agent or the person performing the work. The stop-work order shall be effective immediately, shall state the specific violation cited, and shall state the conditions under which work may be resumed. Failure to follow an approved erosion and sediment control plan may be just cause to permanently suspend or revoke authorized construction activity or building permit.

(e) It shall be unlawful for the person owning or exercising control over any property, or development thereon, to permit or allow that property, or any development thereon, or any condition thereof, to violate, or remain in violation of, any provision of this Ordinance, or fail to comply with, abide by or satisfactorily complete any condition of any variance granted to, or issued for, that property or development.

(f) It shall be unlawful for any person to continue any work on a property after having been served with a stop work order issued pursuant to Sec. 50-250 (ac), except such work as that person is directed, or authorized, to perform by the Administrator necessary to remove a violation having a temporary impact or to abate an unsafe condition.

(g) Inspection and Maintenance Authority. Pursuant to the authority granted by 55 ILCS 5/5-1104 & 5-1062, the County may, after thirty (30) days written notice to the owner or occupant, in a non-emergency situation enter upon any lands or waters within the County for the purpose of inspecting or maintaining stormwater facilities or causing the removal of any obstruction to an affected watercourse. Such Notice to be mailed to the last known address of each owner. The cost to the enforcing authority for any and all action taken as a result of the notice, is a lien upon the property, and the enforcing authority may take all steps to make such lien of record.

(h) The Administrator may require the person to apply for an "after-the-fact" stormwater management permit, including any and all supporting documentation required thereto, for any unpermitted, unauthorized regulated development, disturbance, or impact.

(i) The Administrator may require the development site or impacted area to be fully restored to its condition existing prior to the violation. If it is not feasible or practical to fully restore the development site or impacted area to the condition existing prior to the violation, the Enforcement Officer may allow the development site or impacted area to be restored to a condition that increases flood storage or decreases stormwater runoff compared to the condition existing prior to the violation.

(j) The Administrator may take other legal action including but not limited to a temporary restraining order and other preliminary or permanent injunctive relief necessary to prevent further harm or violation and/or remedy any harm or violation that has already occurred, and if applicable require removal, correction, remediation and/or mitigation for said harm and violation. In addition to any fine or other relief, all costs and expenses, including reasonable attorney's fees incurred, may be recovered.

(k) The Administrator may, after notice is sent to the owner(s) of the parcel(s) upon which the violation is located, record the complaint filed, the notice of violation or any stop work order against the property at the Winnebago County Recorder of Deeds Office.

(l) No person shall construct, enlarge, alter, repair, or maintain any grading, excavation or fill, or develop in the floodplain, or cause the same to be done, contrary to or in violation of any terms of the ordinance. If necessary, the performance bond filed by the applicant may be forfeited to the County of Winnebago to cover the cost of repairs. Any person violating any of the Erosion and Sediment Control provisions of this ordinance shall not be awarded a Certificate of Occupancy from the County until violations have been corrected.

(m) With respect to floodplain violations, the county shall record a notice of violation on the title of the property; and the administrator shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.

(n) **Penalty.** Failure to comply with any of the requirements of this article shall constitute a petty offense, and any person, upon conviction thereof, shall be fined not less than \$25.00 nor more than \$500.00 for each offense. Each day the violation continues shall be considered a separate and distinct offense for which the violator may be subject to the penalties of this section.

Sec. 50-251. Penalty for violation of article.

~~(a) It shall be unlawful under this article for any applicant or person to submit any inaccurate plans, plats or other documents to the administrator or other office involved in the enforcement of this article.~~

~~(b)(a) No person shall construct, enlarge, alter, repair, or maintain any grading, excavation or fill, or develop in the floodplain, or cause the same to be done, contrary to or in violation of any terms of the ordinance. If necessary, the performance bond filed by the applicant may be forfeited to the County of Winnobago to cover the cost of repairs. Any person violating any of the Erosion and Sediment Control provisions of this ordinance shall not be awarded a Certificate of Occupancy from the County until violations have been corrected.~~

~~(c)(a) Failure to comply with any of the requirements of this article shall constitute a petty offense, and any person, upon conviction thereof, shall be fined not less than \$25.00 nor more than \$500.00 for each offense. Each day the violation continues shall be considered a separate and distinct offense for which the violator may be subject to the penalties of this section.~~

~~(d) With respect to floodplain violations, the county shall record a notice of violation on the title of the property; and the administrator shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.~~

Sec. 50-252. Disclaimer of liability.

The degree of protection required by this ordinance is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes. This ordinance does not imply that development either inside or outside of the floodplain will be free from flooding or damage. This ordinance does not create liability on the part of the county or any officer or employee thereof for any flood damage that results from proper reliance on this ordinance or any administrative decision made lawfully thereunder.

Sec. 50-253. Applicability and Severability.

When this article imposes a greater restriction than those imposed or required by the provisions of existing ordinances or rules and regulations, this article shall control. When the provisions of existing ordinances or rules and regulations impose greater restrictions than those imposed or required by this article, they shall control.

The provisions and sections of this ordinance shall be deemed to be separable, and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

Sec. 50-254. Administrative Review Act.

The Administrative Review Act, 735 ILCS 53-101 et seq., shall not be applicable to this article.

Sec. 50-255. General requirements.

In general, all **land disturbing activity** and developments¹² located within the county and without any city, village or incorporated town are regulated in accordance with **Section 50-247**, Purpose and Scope of this Article, with particular note of definitions, exceptions, and the adoption

¹² Ordinance applies to all land disturbing activity on existing properties and parcels, and new construction activity.

of Technical Regulations, which govern specifics of compliance. No land disturbing activity or development may be sanctioned by issuance of building permits, recording of subdivision or plats of land, or otherwise officially authorized without meeting the approval of the Administrator. Also, generally:

- 1) Interpretation. This Ordinance shall be liberally construed to protect the health, welfare, safety, and the environment of the residents of the County and to effectuate the purposes of this Ordinance and the enabling legislation.
 - a) Nothing contained in this Ordinance shall be deemed to consent to, license, permit to locate, construct, or maintain any structure, site, facility or operation, or to carry on any trade, industry, occupation, or activity.
 - b) Interpretation of technical provisions of this Ordinance shall be made by the Administrator.
- 4)2) Any land disturbing activity and ~~Developments~~ development shall be regulated in accordance with the base flood standard, which is indicated in the definition of *Floodplain* in ~~section~~ Section 50-248. Base Flood elevations shall be in accordance with the FIS, or FIRM; or, if in dispute, the applicant shall provide better data and submit it to the FEMA and IDNR/OWR for approval prior to any development of the site. If data is needed beyond the scope of the FIS, the applicant shall provide engineering analysis acceptable to the Administrator. In floodplains within the county, no person, property owner, builder or contractor shall commence any of the activities listed in this subsection in any known or suspected flood hazard area without prior clearance and written approval from the Administrator or his delegate:
 - (a) Construction of new structures of any type;
 - (b) Substantial improvement of existing structures;
 - (c) Any improvement to existing structures in a floodway;
 - (d) Placement of mobile homes;
 - (e) Placement or storage of chemicals, substances, debris or other materials;
 - (f) Design and construction of any type of planned development as designed;
 - (g) Construction, expansion, repair or reconstruction of a mobile home park;
 - (h) Landscape disturbing activities;
 - (i) Watercourse modifications on any stream, tributary or drainageway regardless of contributing watershed size;
 - (j) Any subdivision or redivision of land, including transfers between adjacent property owners, regardless of the size or acreage of the property; and
 - (k) Placement or replacement of wells, water supply systems, sanitary sewer facilities, and onsite waste disposal or processing systems.
 - (l) Land disturbing activity that results in:
 - i. unreasonable new or additional expense to any person other than the applicant for flood protection or for lost environmental stream uses and functions attributable to the activity;
 - ii. Unreasonable increase in elevations or decrease flood conveyance capacity upstream or downstream of the area;
 - iii. Violate any provision of this Ordinance either during or after construction; and
 - iv. Unreasonably or unnecessarily degrades surface or ground water quality.

2. Within all areas designated as base flood hazard areas and within all areas known or reasonably suspected to be subject to the base flood, the Administrator shall require from ~~applicants~~applicant's information sufficient to ensure compliance with this article.

2.3. For purposes of this article, changes in flood elevations or changes in discharges, within the limits of modeling tolerance allowed in this Ordinance shall be deemed acceptable.

3.4. for Erosion and Sediment Control:

Except as otherwise provided in this ordinance, no person shall commence or perform any land disturbing activity, including but not limited to, clearing, grading, stripping, excavating, or filling of land which meets the following provisions without having first obtained approval for a complete set of Engineering Drawings, including a detailed erosion and sediment control plan to the County of Winnebago for review by the Engineer.

The management practices, controls, and other provisions contained in the erosion and sediment control plan must be at least as protective as the requirements contained in the *Illinois Urban Manual-A Technical Manual for Urban Ecosystem Protection Enhancement, 2002as amended*, prepared by the members of the Illinois Urban Manual Technical Review Committee and Steering Committee~~U.S. Department of Agriculture, Natural Resources Conservation Service.~~

If the applicant is required to comply with the requirements of a Phase II, NPDES permit, submittal of a copy of the Notice of Intent (NOI), copy of the Illinois Department of Natural Resources Consultation Agency Action Report, and the approved Storm Water Pollution Prevention Plan (SWPPP) to the ~~Inspector~~Administrator, a minimum of 30 calendar days before the planned commencement of construction will be accepted in lieu of an Erosion and Sediment Control Plan. This requirement shall contain the following requested in this Ordinance.

1. Any land disturbing activity (i.e., clearing, grading, stripping, excavation, fill, offsite borrow areas, or any combination thereof) that will affect an area greater than or equal to one acre;
2. Any land disturbing activity that may discharge soil and erosion into any storm water conveyance system;
3. The County of Winnebago reserves the right to require any non-agricultural, construction development activity, or land disturbing activity regardless of ~~disturbed~~ area or type of activity, to comply with this Ordinance if it is determined to be causing or contributing to existing or potential new erosion of soil or otherwise impacting the performance of an existing storm water conveyance system.

Exceptions are listed in Sec. 50-247(b)(1)a.

4.—

For building protection:

5. Within the boundary of the regulatory floodplain, all usable space in new buildings, or added to existing buildings, shall either be elevated, floodproofed, or otherwise protected such that the lowest entry shall be at least one foot above the nearest base flood elevation to prevent the entry of surface stormwater. Floodproofing devices shall be operational without human intervention. If electricity is required for protection against flood damage, there shall be a backup power source which will activate without human intervention. Floodproofing measures shall be certified by a Professional Engineer.

~~6. All usable space in new buildings or added to existing buildings, shall be elevated, floodproofed, or otherwise protected to at least one foot above the design elevation to prevent the entry of surface stormwater. The design elevation is the higher elevation of either Article X or the elevation associated with the design rate as determined in Section 15-73.A.2.~~

~~5-7. For all other building protection standards please refer to the Technical Regulations related to this ordinance.~~

Sec. 50-256255. Development permits Permits required.

The following are general, typically minimum requirements. Requirements for meeting specific aspects of floodplain, stormwater detention, construction site erosion and sediment controls, and post construction runoff controls are given in the Technical Requirements. It is the intent, as far as possible, to combine applications and documentation of compliance, including a single site development and erosion control plan showing floodplains, and temporary and permanent erosion control measures.

~~(a) Required. A development surface water management¹³ permit shall be required before beginning or continuing any land disturbing activity or development activity if such development activity is subject to any of the provisions of this article.~~

~~(a)(b) Phasing. In order to preclude inappropriate phasing of development to circumvent the intent of this Ordinance, the requirements of this Ordinance shall apply to all regulated development within the contiguous property, unless waived by the Administrator~~

~~(b)(c) Forms; fee; contents of application. Application to the Administrator for a development surface water management permit shall be made by the owner or his authorized agent, ~~shall be~~ on forms provided by the Administrator, and shall be accompanied by a fee according to a schedule established by the County Board.~~

1. The permit application shall contain, at minimum:
 - a. The name of the owner;
 - b. The location and description of the development;
 - c. A statement by the applicant that he understands his obligations under this article; and
 - d. The signature of the applicant.
2. When the proposed land disturbing activity or development is substantial-classified as Major (see Definitions) in extent, including, but not limited to, land subdivisions or planned developments; commercial, industrial or institutional sites; or construction or substantial improvement in a flood hazard area, the Administrator shall, in addition, where applicable, require the following:
 - a. Prior review of preliminary plans and tentative plats;
 - b. An estimated cost of project or improvements prepared by a licensed engineer architect or contractor; and a bond, letter of credit, certified check or other such suitable guarantee to ensure the completion of any facilities required by this article;
 - c. A plan for the responsibility of maintaining drainage ditches, stormwater storage areas, erosion and sediment control measures, and other facilities required in this section.

¹³ Permits available from the Winnebago County Highway Department and shall be submitted with all land disturbing activity subject to the requirements of this Ordinance.

1. Acceptable plans for maintenance shall specify which persons shall have the following responsibilities: Construction, on-site, and permanent function maintenance.
2. Acceptance plans for maintenance may include the following:
 - i. Agreements with units of local government or school districts; and
 - ii. Agreements with individual property owners or property owners association, provided that the face of any final plat makes reference to the agreement and that a restrictive covenant running with the land be imposed on all affected property; and

d. Information showing how the land disturbing activity or development will comply with the general intent and technical requirements of this article, such as:

1. A site development plan; which shall include, as a minimum:
 - (a) a scaled drawing of the site, showing property lines and existing and proposed grade elevations or contours,
 - (b) the location of all existing buildings and proposed additions or new buildings with the elevation of the lowest floor (including basement) of such proposals within flood hazard areas.
2. Any supplemental information necessary for the Administrator to evaluate the development's-site's compliance with the requirements of this article; and
3. An estimated schedule of development phases.

(d) Terms and Extensions

1. The term of surface water management permit shall be from the issue date to the expiration date, as follows:
 - a. The lesser of 2 years or the term of the building permit for Minor developments and public road improvements.
 - b. The lesser of 3 years or the term of the building permit for Major developments.
 - c. The lesser of 10 years or the term of the special use permit for Mining Development.
2. A permit extension may be requested in writing by the applicant if the land disturbing activity is not completed within the term of the surface water management permit. The Administrator may extend the permit for the time periods listed below. Permit extension requests may not be made prior to 90 days of the permit expiration date.
 - a. The permit term for Minor Developments and public road improvements may be extended for 6 months at a time.
 - b. The permit term for Major Developments and Mining Developments may be extended for 12 months at a time.

3. The Administrator may amend or add special conditions to the permit at the time of the extension, such as updating the terms of a performance guarantee by revising the estimated cost to complete construction.
4. A surface water management permit shall be terminated without the possibility of an extension if the actual start of construction is not commenced within 180 days after the issue date of the surface water management permit and if any activity related to a building authorized by the surface water management permit is not in compliance with the most recent version of:
 - a. The FIS;
 - b. The FIRM;
 - c. The NFIP regulations; and
 - d. The Flood Hazard Areas Performance Standards of this Ordinance.
5. A stormwater management permit may be terminated during its term or a permit extension may be denied for reasons including, but not limited to:
 - a. Noncompliance with any condition of the permit;
 - b. The applicant's failure to disclose fully all relevant facts in the application process or the applicant's misrepresentation of any relevant facts at any time;
 - c. The regulated development is not commenced within 2 years after the issue date of the surface water management permit;
 - d. The regulated development is suspended or abandoned for a period of 6 months after commencing the land disturbing activity.

(e) Permit Conditions

4. Special Conditions may be added to a permit by the Administrator to clarify the purpose or authorization granted by the surface water management permit. Special conditions may also specify other restrictions and constraints of the land disturbing activity/
1. Development plans bearing the approval stamp of the Administrator shall be retained at the development site throughout the duration of construction activities.
2. A deed or plat restriction required as part of a surface water management permit shall not be modified without the approval of the Administrator.

Sec. 50-257-256. and Surface Water Management Fee Schedule.

Unless otherwise waived pursuant to Sec. 50-247 (2) a. of this Ordinance, all applications for permits pursuant to this Ordinance shall be accompanied by fees set forth in the 'Surface Water Management Fee Schedule' attached to this Ordinance as Appendix 1. Said fees may be amended from time to time by the Winnebago County Board by amending this Ordinance. The County Engineer may, at the County Engineer's discretion, waive any fees imposed by this Article IV. Of Chapter 50 of the Winnebago County code if the fees are for a permit application by another state or municipal agency within the County of Winnebago, Illinois. A copy of Appendix 1 is available at the Winnebago County Highway Department, 424 North Springfield Avenue, Rockford, Illinois, 61101.

Sec. 50-258257, and 50-258. Reserved.

Sec. 50-259. Variances.¹⁴

Whenever the standards of this ordinance place undue hardship on a specific development proposal, the applicant may apply to the County Board for a variance. The Administrator shall review the applicant's request for a variance and shall submit his recommendation to the County Board. The County Board may attach such conditions to granting of a variance as it deems necessary to further the intent of this ordinance.

a) A public hearing is required for a variance petition that affects adjoining properties or has the potential to affect adjoining properties, as determined by the Administrator.

1. Application requirements

a. Name and address of petitioner and professional consultants, if any

b. Legal description and PIN of subject parcel

c. Description of impacted area

d. Identification of each Ordinance provision for which a variance is requested, including plans and calculations,

e. Supporting documentation deemed necessary by the Administrator.

a)b) No variance shall be granted unless the applicant demonstrates that all of the following ~~conditions-standards~~ are met:

(1) If within a floodplain, the development activity cannot be located outside the floodplain.

(2) An exceptional hardship would result if the variance were not granted.

(3) The relief requested is the minimum necessary.

(4) ~~There will be no additional threat to public health, safety or creation of a nuisance.~~ There will be no additional threat to public health, public safety, destruction of beneficial stream uses and functions including, aquatic habitat, causation of fraud on or victimization of the public, conflict with existing local laws or ordinances, or creation of a nuisance.

(5) ~~There will be no additional public expense for flood protection, rescue or relief operations, policing, or repairs to roads, utilities, or other public facilities.~~ There will be no additional public expense for flood protection, rescue or relief operations, policing, lost environmental stream uses and functions, repairs to streambeds and banks, or repairs to roads, utilities, or other public facilities.

(6) ~~The applicant's~~ circumstances of the property are unique and do not establish a pattern inconsistent with the intent of these regulations, NPDES, or NFIP, ~~and~~

~~(6)(7)~~ Good and sufficient cause has been shown that the unique characteristics of the size, configuration, or topography of the site renders the requirements of this ordinance inappropriate.

~~(7)(8)~~ all ~~All~~ other state and federal permits have been obtained.

(c) If the requirements of the building protections standards of Section 207 of the Technical Regulations would lessen the degree of protection to a building, the Administrator shall notify an applicant in writing that a variance will:

1. Result in increased premium rates for flood insurance up to twenty-five dollars (\$25) per one hundred dollars (\$100) of insurance coverage;
2. increase the risk to life and property, and

¹⁴ Additional requirements are included for consideration of variance requests.

3. require that the applicant proceed with knowledge of these risks and that the applicant acknowledge in writing the assumption of the risk and liability.

(d) Variances to the building protection requirements of Section ~~County~~ 207 of the Technical Regulations which are requested in connection with reconstruction, repair, or alteration of a historic site or historic structure as defined in "Historic Structures", may be granted using criteria more permissive than the requirements of Sections 206 and 207 of this ordinance subject to the conditions that:

1. The repair or rehabilitation is the minimum necessary to preserve the historic character and design of the structure.
2. The repair or rehabilitation will not result in the structure being removed as a certified historic structure.

Secs. 50-260--50-280. Reserved.

END OF ORDINANCE

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~~{The~~ The following sections 100 through 900 were adopted August 24, 2006, by the Winnebago County Board as part of the ~~the~~ Amendment to Article IV Surface Water Management, of the County Code.

Winnebago County Surface Water Management Technical Regulations

- 100 . . Introduction
- 200 . . Floodplain Regulations
- 300 . . Stormwater Detention Regulations
- 400 . . Post Construction Runoff
Quantity Controls
- 500 . . reserved
- 600 . . Construction Site Erosion and Sediment Control
- 700 . . Post Construction Runoff Quality Controls
- 800 . . reserved
- 900 . . reserved
- 1000 . Surface Water Management Guidance

100 . Introduction

The Surface Water Management Ordinance establishes the policies and objectives adopted by the Winnebago County Board for surface water management. The Ordinance also includes a common location, Section 50-248, of definitions, and other sections covering administrative procedures and legal foundation. These Surface Water Technical Regulations further define much of the specific criteria by which plans and implementations shall be judged to meet the policies and objectives. They, too, are adopted by the Winnebago County Board, except that Section 1000 and beyond is for Guidance that may be established, and revised as appropriate, by the ~~administrator~~ Administrator. (See Sec. 1000 for refinement.)

200 Floodplain Regulations

- 201 Introduction
 - 202 to 205 . Blank
- 206 Section 6. Preventing Increased Flood Heights and Resulting Damages
- 207 Section 7. Protecting Buildings
- 208. Section 8. Subdivision Requirements
- 209 Section 9. Public Health and Other Standards
- 210 Section 10. Carrying Capacity and Notification

201 . Introduction

These Regulations are taken directly from the ~~Illinois State Sample Model Floodplain Flood Damage Prevention Ordinance (IDNR/OWR, operating in 2006 as amended)~~¹⁵, sections 6 thru 10. Those who are familiar with this model ordinance will have little difficulty in navigating the section numbers for citation--though should note some qualifications for section 6. The standard definitions of Section 2 of the model ordinance are incorporated, ~~as amended~~ in sec. 50-248 of the Surface Water Management Ordinance. Similarly, that ordinance also contains the policy statements, administrative assignments, and legal framework that are partially unique to each jurisdiction, while maintaining the required minimum standards of 44 CFR 60.3(d).

206 . Section 6. Preventing Increased Flood Heights and Resulting Damages.

Within any floodway identified on the countywide Flood Insurance Rate Map (FIRM), and within all other floodplains where a floodway has not been delineated, ~~and are within the jurisdiction of IDNR/OWR,~~ the following standards shall apply: ~~Floodway determinations within floodplains with lesser tributary areas shall be based upon the same one-tenth of a foot (0.1 ft.) allowable stage increase consistent with base flood elevation determinations in the FIS, recognizing floodplain configurations that existed prior to November 19, 1980, and as lawfully established~~

‡

~~subsequently. Using this criteria, some of the following standards, notably A.1.a, A.1.b, A.5.a.v, and A.9.c, would apply only upon the merits of individual cases.~~

Except as provided in Section 6(B) of this regulation, no development shall be allowed which, acting in combination with existing and anticipated development will cause any increase in flood heights or velocities or threat to public health and safety. The following specific development activities shall be considered as meeting this requirement:

- Bridge and culvert crossings of streams in rural areas meeting the following conditions of the Illinois Department of Natural Resources, Office of Water Resources Statewide Permit Number 2:
 - The crossing ~~will not result~~shall be designed such that it will not result in an increase in water surface profile elevation in excess of 1.0 feet over the natural condition for any frequency flow up to and including the 100-year frequency flood; and
 - The crossing ~~will not result~~shall be designed such that it will not result in an increase in water surface profile elevation in excess of one half (0.5) feet over the natural condition at a point one thousand (1,000) feet upstream of the proposed structure (as determined by the horizontal projection of the maximum created head and the slope of the hydraulic grade line) for any frequency flood up to and including the 100-year frequency flood; and-
 - There are no buildings or structures in the area impacted by the increases in water surface profile.
 - For a replacement culvert or bridge crossing:
 - The crossing shall be designed so that there will be no increase in backwater over the existing conditions, or
 - The crossing shall be designed so that it complies with the water surface profile increases listed in a., b., and c.; and

¹⁵ Changes within sections 206 through 210 reflect the most recent version of the Illinois Sample Flood Damage Prevention Ordinance, updated May, 2022.

- A registered professional engineer shall determine and document that the existing structure has not been the cause of demonstrable flood damage. Such documentation shall include, at a minimum, confirmation that:
 - No buildings or structures have been impacted by the backwater induced by the existing crossing; and
 - There is no record of complaints of flood damages associated with the existing crossing.
- The proposed bridge or culvert crossing, whether new or replacement, will not involve straightening, enlarging, or relocating the existing channel of the river or stream. The excavation of the channel and/or overbank necessary for the effective hydraulic performance of the culvert or bridge or removal of debris from the river or stream is not considered straightening, enlargement or relocation. Any excavation of the overbank incorporated into the design of the bridge or culvert crossing to meet the terms of 1 a-d., must include appropriate vertical and horizontal transitions. Furthermore, the bottom elevation of the overbank excavation must not be below one-half the channel depth of the stream. This depth shall be calculated at an existing cross-section of the stream within the general vicinity of the culvert or bridge which has been unaffected by man-made obstructions.
- The design must be certified by a registered professional engineer in the State of Illinois and the designs to have been designed by standard hydrologic and hydraulic engineering methods and to be in compliance with ~~must meet~~ the terms and conditions of ~~an~~ the IDNR/OWR permit/Permit and the applicable rule of the Department; and
 - The design must be certified by a second registered professional engineer in the State of Illinois to have been reviewed and found to be in compliance with terms and conditions of the IDNR/OWR Permit.
 - The permittee shall maintain, for each project authorized by this permit, the records necessary to document compliance with the above conditions.
- Barge fleeting facilities meeting the following conditions of IDNR/OWR Statewide Permit Number 3:
 - The permit is only applicable when deadmen, pier cells, or other similar anchorage devices have been permitted by the U.S. Army Corps of Engineers.
- Aerial utility crossings meeting the following conditions of IDNR/OWR Statewide Permit Number 4;
 - The utility line must be constructed above the existing 100-year flood elevation or attached to an existing bridge (with the bridge owner's permission).
 - A utility line attached to an existing bridge shall be constructed above the low cord elevation of the bridge.
 - No supporting towers or poles shall be located in a river, lake or stream.
 - Supporting towers including foundations, and poles shall be designed and located so as to not cause or create an obstruction of flood flows by trapping debris.
 - All disturbed areas shall be returned to pre-construction grades and immediately re-vegetated.
 - All Illinois Commerce Commission, National Electrical Safety Code, and federal requirements must be met.
- Minor boat docks meeting the following conditions of IDNR/OWR Statewide Permit Number 5:

- The boat dock must not ~~extend project~~ more than fifty (50) feet into a waterway and ~~no more than in no instance greater than~~ one quarter (1/4) of the width of the waterway, and shall not extend beyond the ~~navigational limited~~navigational limits established by the ~~IDNR Department of Natural Resources~~ and ~~the~~ Corps of Engineers.
 - The width of the boat dock shall not be ~~more-greater~~ than ten (10) feet.
 - For L-Shaped or T-shaped docks, the length of that portion parallel to the shoreline must not exceed fifty percent (50%) of the landowner's shoreline frontage, nor fifty (50) feet.
 - Docks must be aligned so as not to cross the projection of property lines into the waterway or come within ten (10) feet of the ~~projected projection of the~~ property line.
 - Dock posts must be marked by reflective devices.
 - The boat dock must be securely anchored to prevent detachment and becoming a floating hazard during times of high ~~wind or water~~water or winds.
 - Metal drums or containers may not be used as buoyancy units unless they are filled with floatation foam. Containers which previously stored pesticides, herbicides, or any other toxic chemicals are not permissible.
 - This permit does not authorize any other related construction activity such as shore protection or fill.
 - Non-floating boat docks must be constructed in a manner which will minimize obstruction to flow.
 - At-If at any future date, the Department of Natural Resources or the Corps of Engineers determines that the dock facility obstructs or impairs navigation, or in any way infringes on the rights or interests of the public or any individual party, the permittee ~~must agree~~agrees to make necessary modifications to the dock as determined

by the ~~IDNR Department of Natural Resources~~ or ~~the Corp~~Corps of Engineers.

(4) Minor, non-obstructive activities such as underground utility lines, light poles, sign posts, driveways, athletic fields, patios, playground equipment, minor storage buildings not exceeding 70 square feet and raising buildings on the same footprint which does not involve fill and any other activity meeting the ~~following~~ conditions of IDNR\OWR Statewide Permit Number 6:

- the following activities (not involving fill or positive change in grade) are covered by this permit:
 - The construction of underground utility lines not crossing a lake or stream, wells, ~~or and~~ septic tanks ~~not crossing a lake or stream~~.
 - ~~ii-~~The construction of light poles, sign posts, and similar structures.

(3) The construction of sidewalks, driveways, athletic fields (excluding fences), patios, and similar ~~structures~~surfaces which are built at grade.

(4) The construction of properly anchored, unwall, open structures such as playground equipment, pavilions, and carpools.

(5) The placement of properly anchored buildings not exceeding seventy (70) square feet in size, nor ten

(10) square feet in any dimension (e.g. animal shelters and tool sheds). Only one such building on a property ~~is shall be~~ authorized by this ~~statewide~~ permit. If such a building already exists on a property, this permit does not authorize any additional building.

~~(6) vi~~ The raising of existing buildings, provided no changes are made to the outside dimensions of the building and provided the proposed raising would not involve the placement of fill is not involved to accomplish the raising. The backfilling of an existing basement is permissible.

(7) This permit does not authorize any construction in the normal channel, i.e. below the usual overtopping or flooding elevation, of any river, lake, or stream.

(8) In the event the placement of fill material is necessary to accomplish the purpose of the project, the normal application for permit process must be followed or plans maybe submitted to the IDNR/OWR for an initial review and an appropriate determination as to whether or not this statewide permit is applicable to the project. This permit does not authorize the placement of any fill material (except for the backfilling of an existing basement as indicated previously) or positive change in grade in the floodway in conjunction with any of the activities noted in 1. through 6.

~~(6)(9)~~ If there is any question of the permissibility of any activity under this permit, the IDNR/OWR shall be contacted for a determination.

6. Outfall Structures and drainage ditch outlets meeting the following conditions of IDNR/OWR Statewide Permit Number 7:

a. Any outfall structure, including any headwall or end-section, shall not extend riverward or lakeward of the existing adjacent natural bank slope or adjacent bank protection.

b. The velocity of the discharge shall not exceed the scour velocity of the channel soil, unless channel erosion would be prevented by the use of riprap or other design measures.

c. Outlets from drainage ditches shall not be opened to a stream until the ditch is vegetated or otherwise stabilized to minimize stream sedimentation.

d. Disturbance of streamside vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas, including the stream banks, shall be restored to their original contours and seeded or otherwise stabilized upon completion of construction.

7. Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit Number 8:

a. In all cases, the crossing shall be placed beneath the bed of the river, lake or stream and, unless the crossing is encased in concrete or entrenched in bedrock, a minimum of three (3) feet of cover shall be provided. The river, lake or stream bed shall be returned to its original condition.

b. Disturbance of streamside vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas, including stream banks, shall be restored to their original contours and seeded or otherwise stabilized upon completion of construction.

c. Any utility crossing carrying material which may cause water pollution, as defined by the Environmental Protection Act (415 ILCS 5, 1996 State Bar Edition), shall be provided with shut-off valves on each side of the body of water to be crossed.

d. If blasting is to be utilized in the construction of the crossing, the ~~permittee~~ Permittee shall notify the ~~IDNR/OWR~~ Illinois Department of Natural Resources, Office of Resource Conservation at least ten (10) days prior to the blasting date to allow monitoring of any related fish kills.

8. Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit Number 9:

a. Only the following materials may be utilized in urban areas: stone and concrete riprap, steel sheet piling, cellular blocks, fabric-formed concrete, gabion baskets, rock and wire mattresses, sand/cement filled bags, geotechnical fabric materials, natural vegetation and treated timber. Urban areas are defined as: areas of the State where residential, commercial, or industrial development currently exists or, based on land use plans or controls, is expected to occur within ten (10) years. (The Department should be consulted if there is a question of whether or not an area is considered urban).

b. In addition to the materials listed in ~~Section 6(8)(a)~~ the above condition, other materials (e.g. tire revetments) may be utilized in rural areas provided all other conditions of this permit are met.

c. The following materials shall **not** be used in any case: auto bodies, garbage or debris, scrap lumber, metal refuse, roofing materials, asphalt or other bituminous materials, or any material which would cause water pollution as defined by the Environmental ~~Protections~~ Protection Act (415 ILCS 5).

d. The affected length of shoreline, stream bank, or channel to be protected shall not exceed, either singularly or cumulatively, one thousand (1000) feet.

e. All material utilized shall be properly sized or anchored to resist anticipated forces of current and wave action.

f. Materials shall be placed in a way which would not cause erosion, or the accumulation of debris, on properties adjacent to or opposite the project.

g. Materials shall not be placed higher than the existing top of the bank.

h. Materials shall be placed so that the modified bank full-width and cross-sectional area of the channel will conform to or be no more restrictive than that of the natural channel upstream and downstream of the site.

For projects involving continuous placement of riprap along the bank, toe of the bank or other similar applications, in no case shall the cross-sectional area of the natural channel be reduced by more than ten percent (10%) nor the volume of material placed exceed two (2) cubic yards per lineal foot of the stream bank or shoreline. The bank may be graded to obtain a flatter slope and to lessen the quantity of material required.

i. If broken concrete is used, all protruding materials such as reinforcing rods shall be cut flush with the surface of the concrete and removed from the construction area.

j. Disturbance of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed areas shall be seeded or otherwise stabilized upon completion of construction.

k. In the case of seawalls and gabion structures on lakes, the structure shall be constructed at or landward of the water line as determined by the normal pool elevation, unless:

- i. It is constructed in alignment with an existing seawall(s) or gabion structure(s), and
- ii. the volume of material placed, including the structure, would not exceed two (2) cubic yards per lineal

foot.

l. Excess material excavated during the construction of the bank or shoreline protection shall be placed in accordance with local, state, and federal laws and rules, shall not be placed in a floodway.

The usual types of projects which provide bank or shoreline stabilization include: riprap or other materials placed along the eroded length of the bank or shoreline, riprap or other materials placed at regular intervals into the stream from the eroded bank (bendway weirs, dikes, jetties), riprap placed along the toes of the bank (toe points), and riprap keyed into the bank at regular intervals along the stream (hard points). Other similar construction activities, although not specifically listed above, may comply with the intent of the Statewide Permit and, therefore, may be authorized by the permit. For those projects not specifically listed, however, plans must be submitted to the Illinois Department of Natural Resources, Office of Water Resources for review and an appropriate determination.

9. Accessory structures and additions to existing residential buildings meeting the conditions of IDNR/OWR Statewide Permit Number 10:

- a. The accessory structure or building addition must comply with the requirements of the local floodplain ordinance.
- b. The principle structure to which the project is being added must have been in existence on the effective date of this permit (July 25, 1988).
- c. The accessory structure or addition must not exceed five hundred (500) square feet in size and must not deflect floodwaters onto another property, ~~and~~
- d. The accessory structure or addition must not involve the placement of any fill material.
- e. No construction shall be undertaken in, or within fifty (50) feet of the bank of the stream channel.
- f. The accessory structure or addition must be properly anchored to prevent its movement during flood conditions.
- g. Only one accessory structure or addition to an existing structure shall be authorized by this permit; plans for any subsequent addition must be submitted to IDNR/OWR for review.
- h. Disturbances of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas shall be seeded or otherwise stabilized upon completion of construction.

10. Minor maintenance dredging activities meeting the following conditions of IDNR/OWR Statewide Permit Number 11:

- a. The affected length of the stream shall not either singularly or cumulatively exceed one thousand (1000) feet.
- b. The project shall not include the construction of any new channel; all work must be confined to the existing channel or to reestablishing flows in the natural stream channel, and
- c. the cross-sectional area of the dredged channel shall conform to that of the natural channel upstream and down stream of the site.
- d. Dredged or spoil material shall not be disposed of in a wetland and shall be either:
 - i. ~~removed~~ Removed from the floodway;
 - ii. ~~used~~ Used to stabilize an existing bank provided no materials would be placed higher than the existing top of bank and provided the cross-sectional area of the natural channel would not be reduced by more than ten percent (10%), nor the volume of material placed exceed two (2) cubic yards per lineal foot of streambank;
 - iii. ~~used~~ Used to fill an existing washed out or scoured floodplain area such that the average natural floodplain elevation is not increased;

- iv. ~~used~~ **Used** to stabilize ~~and an~~ existing levee provided the height of the levee would not be increased nor its alignment changed;
- v. ~~placed~~ **Placed** in a disposal site previously approved by the Department in accordance with the conditions of the approval, or
- vi. ~~used~~ **Used** for beach nourishment, provided the material meets all applicable water quality standards.
- e. Disturbance of streamside vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas, including the stream banks, shall be seeded or otherwise stabilized upon completion of construction.

11. Bridge and culvert replacement structures and bridge widening meeting the following conditions of IDNR/OWR statewide Permit Number 12:

- a. A registered professional engineer shall determine and document that the existing structure has not been the cause of demonstrable flood damage. Such documentation shall include, at a minimum, confirmation that:
 - i. No buildings or structures have been impacted by the backwater induced by the existing structure, and
 - ii. there is no record of complaints of flood damages associated with the existing structure.
- b. A registered professional engineer shall determine that the new structure will provide the same or greater effective waterway opening as the existing structure. For bridge widening projects, the existing piers and the proposed pier extensions must be in line with the direction of the approaching flow upstream of the bridge.
- c. The project shall not include any appreciable raising of the approach roads. (This condition does not apply if all points on the approaches exist at an elevation equal to or higher than the 100-year frequency flood headwater elevation as determined by a FEMA flood insurance study completed or approved by IDNR/OWR).
- d. The project shall not involve the straightening, enlargement or relocation of the existing channel of the river or stream except as permitted by the Department's Statewide Permit Number 9 (Minor Shoreline, ~~channel~~ **Channel** and Streambank Protection Activities) or Statewide Permit Number 11 (Minor Maintenance Dredging Activities).
- e. The permittee shall maintain records of projects authorized by this permit necessary to document compliance with the above conditions.

12. Temporary construction activities meeting the following conditions of IDNR/OWR statewide Permit Number 13:

- a. No temporary construction activity shall be commenced until the individual permittee determines that the permanent structure (if any) for which the work is being performed has received all required federal, state and local authorizations.
- b. The term "temporary" shall mean not more than one construction season. ~~All~~; **all** temporary construction materials must be removed from the stream and floodway within one year of their placement and the area returned to the conditions existing prior to the beginning of construction. Any desired subsequent or repetitive material placement shall not occur without the review and approval of the IDNR/OWR.
- c. The temporary project shall be constructed such that it will not cause erosion or damage due to increases in water surface profiles to adjacent properties. For locations where there are structures in the upstream floodplain, the temporary project shall be constructed such that all water surface profile increases, due to the temporary project, are contained within the channel banks.

- d. This permit does not authorize the placement or construction of any solid embankment or wall such as a dam, roadway, levee, or dike across any channel or floodway.
 - e. No temporary structure shall be placed within any river or stream channel until a registered professional engineer determines and documents that the temporary structure will meet the requirements of Special Condition Number 3 of this statewide permit. Such documentation shall include, at a minimum, confirmation that no buildings or structures will be impacted by the backwater induced by the temporary structure.
 - f. The permittee shall maintain records of projects authorized by this permit necessary to document compliance with the above condition.
 - g. Disturbance of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed areas shall be seeded or otherwise stabilized upon completion of the removal of the temporary construction.
 - h. Materials used for the project shall not cause water pollution as defined by the Environmental Protection Act (415 ILCS 5).

13. ~~13-~~Special uses of public waters activities shall meet the following conditions of IDNR/OWR statewide Permit Number 14:

- a. The activity must be sanctioned and authorized by the local governmental body having jurisdiction over the area within which the use is proposed to occur.
- b. If the activity requires any other state or federal (e.g., U. S. Army Corps of Engineers or U. S. Coast Guard) authorization, such authorization(s) must be obtained prior to the commencement of the activity. NOTE: Depending on the nature of the special use, additional authorization may be required from the Illinois Department of Natural Resources. For example, certain boat regattas must be approved by the Office of Law Enforcement.
- c. No use or activity shall be considered authorized by this permit in excess of seven consecutive days.
- d. No use or activity shall be considered authorized by this permit in excess of two times in any one-year period.
- e. If at any time the Department of Natural Resources determines that the activity obstructs or impairs navigation, or unnecessarily infringes on the rights or interests of the public or any individual party, the permittee agrees to modify the activity as directed by the Department of Natural Resources.
- f. No signs, ropes, etc. used in conjunction with the special sue shall be placed or left in any public water area in a way which would create or result in a hazard to boating traffic. All such apparatus shall be removed from the water immediately upon conclusion of the event.

Any Development determined by IDNR/OWR to be located entirely within a flood fringe area shall be exempt from State Floodway permit requirements.

B. Other development activities not listed in 6(A) may be permitted only if:

- 1. permit has been issued for the work by in an IDNR/OWR Jurisdictional Streams by IDNR/OWR (or written documentation is provided that an IDNR/OWR permit is not required), or
- 2. sufficient data has been provided to FEMA when necessary, and approval obtained from FEMA for a revision of the regulatory map and base flood elevation (BFE).~~207~~

207 . Section 7. Protecting Buildings.

A. In addition to the damage prevention requirements of 206 Section 6 of this regulation, all buildings located in the floodplain shall be protected from flood damage below the flood

protection elevation (FPE). This building protection requirement applies to the following situations:

1. Construction or placement of a new building or alteration or addition to an existing building valued at more than one thousand dollars (\$1,000) or seventy (70) square feet.
2. Value of improvements equals or exceeds the market value by fifty percent (50%) ~~Substantial improvements~~ or structural alterations made to an existing building that increase the floor area by more than twenty percent (20%) ~~or equal or exceed the market value by fifty percent (50%)~~. Alteration-Improvements shall be figured cumulatively during the life of the building. If substantially improved, the existing structure and the addition must meet the flood protection standards of this section.
3. Repairs made to a substantially damaged building. These repairs shall be figured cumulatively during the life of the building. If substantially damaged the entire structure must meet the flood protection standards of this section within 24 months of the date the damage occurred.
4. Installing a manufactured home on a new site or a new manufactured home on an existing site. ~~(The building protection requirements do not apply to returning a manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage).~~¹⁶
5. Installing a travel trailer or recreational vehicle on a site for more than one hundred eighty (180) days per year.
6. Repetitive loss to an existing building as defined in Section 2~~(CC)~~.
- 6-7. Construction or placement of a new building or alteration or addition to an existing building with the low floor below BFE following a LOMR-F in accordance with the conditions outlined in Section 9 E.

B. Residential or non-residential buildings can meet the building protection requirements by one of the following methods:

1. The building may be constructed on permanent land fill in with the lowest floor including basement at or above the FPE accordance with the following conditions:
 - a. The lowest floor (including basement) shall be at or above the flood protection elevation.
 - b. The fill shall be placed in layers no greater than six inches before compaction and should extend at least ~~ten-twenty~~ (1020) feet beyond the foundation before sloping below the flood protection elevation in lieu of a geotechnical report.
 - c. The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or other structural measure.
 - d. The fill shall be composed of rock or soil and not incorporated debris or refuse material ~~and~~.
 - e. The fill shall not adversely affect the flow of surface drainage from or onto neighboring properties and when necessary stormwater management techniques such as swales or basins shall be incorporated.
2. The building may be elevated on solid walls in accordance with the following:
 - a. The building or improvements shall be elevated on stilts, piles, walls, crawlspace, or other foundation that is permanently open to flood waters.

¹⁶ This language is not recommended for inclusion in the Illinois Sample Flood Damage Prevention ordinance.

~~a.b.~~ All components located below the flood protection elevation shall be constructed of materials resistant to flood damage.

~~b.c.~~ The lowest floor and all electrical, heating, ventilating, plumbing, and air conditioning equipment and utility meters shall be located at or above the flood protection elevation.

~~e.d.~~ If walls are used, all enclosed areas below the flood protection elevation shall ~~address~~ provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of flood waters. At least two (2) walls must have a minimum of one (1) permanent opening that is below the BFE and no more than one (1) foot above finished grade. Designs must either be certified by a registered professional engineer or by having a minimum of one (1) permanent opening on each wall no more than one (1) foot above grade with a minimum of two (2) openings. The openings shall provide a total net area of not less than one (1) square inch for every one (1) square foot of enclosed area subject to flooding below the base flood elevation, or the design must be certified by a Registered P.E., as proving the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance. ~~and~~

~~d.e.~~ ~~the~~ The foundation and supporting members shall be anchored, designed, and certified so as to minimize exposure to hydrodynamic forces such as current, waves, ice, and floating debris.

~~i.~~ ~~All structural components below the flood protection elevation shall be constructed of materials resistant to flood damage.~~

~~ii.~~ Water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the flood protection elevation provided they are waterproofed.

~~iii.~~ The area below the flood protection elevation shall be used solely for parking or building access and not later modified or occupied as habitable space, ~~or.~~

~~iv.iii. in-~~ In lieu of the above criteria, the design methods to comply with these requirements may be certified by a registered-licensed professional engineer or architect.

3. The building may be constructed with a crawlspace located below the flood protection elevation provided that the following conditions and requirements of FEMA TB 11, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas, which ever are more restrictive, are met:

- a. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- b. ~~Any-All~~ enclosed ~~area-areas~~ below the flood protection elevation shall ~~have openings that provide for equalize~~ equalization of hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. A minimum of one (1) permanent opening shall be provided on each at least two wall-walls that is below the BFE and no more than one (1) foot above finished grade. The openings shall provide having a total net area of not less than one (1) square inch per one (1) square foot of enclosed area subject to flooding below the BFE, or the design must be certified by a Registered P.E. as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance. ~~The openings shall be no more than one (1) foot above grade.~~
- c. ~~The interior grade of the crawlspace below the flood protection elevation must not be more than two (2) feet below the lowest adjacent exterior grade.~~

- ~~d.c.~~ The interior height of the crawlspace measured from the interior grade of the crawl to the top of the foundations wall must not exceed four (4) feet at any point.
- ~~e.d.~~ An adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event.
- ~~f.e.~~ Portions of the building below the flood protection elevation must be constructed with materials resistant to flood damage, and
- ~~g.f.~~ ~~utility~~ Utility systems within the crawlspace must be elevated above the flood protection elevation.

C. Non-residential buildings may be structurally dry floodproofed (in lieu of elevation) provided a ~~registered-licensed~~ professional engineer or architect certifies that:

1. Below the flood protection elevation the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood.
2. The building design accounts for flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and the impact from debris and ice.
3. Floodproofing measures will be incorporated into the building design and operable without human intervention and without an outside source of electricity.
4. Levees, berms, floodwalls and similar works are not considered floodproofing for the purpose of this subsection.

D. ~~Manufactured-Mobile~~ homes or travel trailers to be permanently installed on site shall be:

1. Elevated to or above the flood protection elevation in accordance with Section 7(B), and
2. ~~anchored~~ Anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the rules and regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code §870.

E. Travel trailers and recreational vehicles on site for more than one hundred eighty (180) days per year shall meet the elevation requirements of section 7(D) unless the following conditions are met:

1. The vehicle must be either self-propelled or towable by a light duty truck.
2. The hitch must remain on the vehicle at all times.
3. The vehicle must not be attached to external structures such as decks and porches
4. The vehicle must be designed solely for recreation, camping, travel, or seasonal use rather than as a permanent dwelling.
5. The ~~vehicles-vehicle largest horizontal projections must be no larger than~~ must have a total area not exceeding four hundred (400) square feet when measured at the largest horizontal projection.
6. The vehicle's wheels must remain on axles and inflated.
7. Air conditioning units must be attached to the frame so as to be safe for movement of the floodplain.
8. Propane tanks as well as electrical and sewage connections must be quick-disconnect ~~and above the 100-year flood elevation~~.
9. The vehicle must be licensed and titled as a recreational vehicle or park model, and must either:
 - a. entirely be supported by jacks, or

b. have a hitch jack permanently mounted, have the tires touching the ground and be supported by block in a manner that will allow the block to be easily removed by used of the hitch jack.

F. ~~Garages, sheds or other minor~~Detached accessory structures ~~constructed ancillary to an existing residential use~~ may be permitted provided the following conditions are met:

1. The ~~garage or shed~~ structure must be non-habitable.
2. The ~~garage or shed~~structure must be used only for the parking and storage of vehicles and tools and cannot be modified later into another use.
3. The ~~garage or shed~~structure must be located outside of the floodway or have the appropriate county, state and/or federal permits.
4. The ~~garage or shed~~structure must be on a single family lot and be accessory to an existing principle structure on the same lot.
5. The exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) ~~Below below~~ the base flood elevation, ~~the garage or shed~~ must be built of with flood-resistant materials not susceptible to flood damage in accordance with Section 7.
6. All utilities, ~~plumbing, heating, air conditioning~~mechanical, and electrical must be elevated above the flood protection elevation.
7. The ~~garage or shed~~structure must have at least one permanent opening on each at least two wall walls not more than one (1) foot above grade with one (1) square inch of opening for every one (1) square foot of floor area.
8. ~~The garage or shed must be less than ten thousand dollars (\$10,000) in market value or replacement cost whichever is greater or less than five hundred (500) square feet. The structure must be no more than one story in height and no more than six hundred (600) square feet in size.~~
9. The structure shall be anchored to resist floatation, collapse, lateral movement, and overturning.
10. All flammable or toxic materials (gasoline, paint, insecticides, fertilizers, etc.) shall be stored above the flood protection elevation.
11. The lowest floor elevation should be documented and the owner advised of the flood insurance implications.

208 . Section 8. Subdivision Requirements

The ~~county~~County Board shall take into account hazards, to the extent that they are known, in all official actions related to land management use and development.

A. New subdivisions, manufactured home parks, mobile home parks annexation agreements, planned unit developments, and additions to manufactured home parks, mobile home parks, and subdivisions shall meet the damage prevention and building protections standards of Sections 6 and 7 of this regulation.

B. Streets, blocks lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels. Wherever possible the floodplains should be included within parks, open space parcels, or other public grounds.

A.C. Any proposal for such development shall include the following data:

1. The base flood elevation and the boundary of the floodplain, where the base flood elevation is not available from an existing study, the applicant shall be responsible for calculating the base flood elevation;
2. ~~the~~The boundary of the floodway when applicable, ~~and~~.
3. ~~a~~A signed statement by a ~~Registered-Licensed~~ Professional Engineer that the proposed plat or plan accounts for changes in the drainage of surface waters in accordance with the Plat Act (765 ILCS 2052).

~~Streets, blocks lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels. Wherever possible the floodplains shall be included within parks or other public grounds.~~

209 . Section 9. Public Health and Other Standards

A. Public health standards must be met for all floodplain development. In addition to the requirements of Sections 6 and 7 of this regulation the following standards apply:

1. No development in the floodplain shall include locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, or other hazardous or toxic materials below the flood protection elevation unless such materials are stored in a floodproofed and anchored storage tank and certified by a professional engineer or floodproofed building constructed according to the requirements of Section 7 of this ordinance.

2. Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage.

3. Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.

4. New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding. Manholes or other above ground openings located below the flood protection elevation shall be watertight.

~~5.—Construction of new or substantially improved critical facilities shall be located outside the limits of the floodplain. Construction of new critical facilities shall be permissible within the floodplain if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 500-year flood frequency elevation or three feet above the level of the 100-year flood frequency elevation whichever is greater. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities.~~

Critical facilities, which are buildings, constructed or substantially improved within the floodplain or the 0.2 percent annual chance flood elevation when defined, shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 0.2 percent annual chance flood elevation, or three feet above the BFE, whichever is greater. Adequate parking shall be provided for staffing of the critical facilities at or above the BFE or 0.2 percent chance flood, when defined. Access routes to all critical facilities should be reviewed and considered when permitting. Access routes should be elevated to or above the level of the BFE.

Floodproofing and sealing measures may also be used to provide protection, as described in Section 7, and must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

Critical Facilities included emergency services facilities (such as fire and police stations), schools, hospitals, retirement homes, and senior care facilities.

Critical Facility means any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk.

Examples of critical facilities where flood protection should be required include: emergency services facilities (such as fire and police stations), schools, hospitals retirement homes and senior care facilities, major roads and bridges, critical utility sites (telephone switching stations or electrical transformers, and hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances).

B. All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.

C. Dams are classified as to their size and their hazard/damage potential in the event of failure. Permits for dams may be required from IDNR/OWR. Contact IDNR/OWR to determine if a permit is required. If a permit is required, a permit application must be made to IDNR/OWR prior to the construction or major modification of jurisdictional dams.

D. Letters of Map Revision. The Administrator shall require a CLOMR prior to issuance of a development permit for:

1. Proposed floodway encroachments that will cause an increase in the BFE; and
2. Proposed development which will increase the BFE by more than 0.1 feet in riverine area where FEMA has provided a BFE but no floodway.

Once a CLOMR has been issued, the development permit may be issued for site grading and structures necessary in the area of the map change to achieve the final LOMR. Upon completion, the applicant shall submit as-built certifications, as required by FEMA, to achieve a final LOMR prior to the release of final development permits. Review Section 9E for the construction of buildings in any floodplain issued a LOMR Based on Fill.

- E.** When construction of a building following a LOMR Based on Fill is requested, the condition where a site in the floodplain is removed due to the use of fill to elevate the site above the BFE, the applicant may not apply for a permit from the County to construct the lowest floor of a building below the BFE in the floodplain.

210 . Section 10. Carrying Capacity and Notification.

For all projects involving channel modification, fill, or stream maintenance (including levees), the flood carrying capacity of the watercourse shall be maintained.

In addition, the County shall notify adjacent communities in writing thirty (30) days prior to the issuance of a permit for the alteration or relocation of the watercourse.

300 . Stormwater Detention Regulations

301. Exclusions

- 302 .maximum controlled stormwater runoff release rate
- 303 . stormwater storage methods
- 304 . Calculations of required stormwater storage
- 305 . Applications for building permits

This section contains the text of **Sec. 50-258. Stormwater detention regulations** of the Natural Hazard Ordinance which are ~~moved to this regulation unamended with the adoption~~ adopted as of the Winnebago County Surface Water Management Ordinance, as amended, herein. Its requirements follow:

Developments and impacted areas which increase the amount of impermeable area, such as the construction of roof structures, paved areas or compacted areas, shall be subject to the terms of this article. This section is amended to include Illinois State Water Survey Bulletin 75 that provides frequency estimates and their time distributions.¹⁷

301 (1) The following, however, shall not be included:

- a. Traditional agricultural uses.
- b. The construction of single-family dwellings on lots or parcels of land which were of record prior to ~~June 24, 1982.~~ August 12, 1976.
- c. Modification of single-family dwellings which will continue to be used as single-family dwellings.
- d. The use of lands adjacent and contiguous to and which discharge directly into the Rock, Pecatonica, Sugar, or Kishwaukee Rivers.
- e. Improvement of existing roadways which does not increase the number of traffic lanes in the typical cross section of the roadway.
- f. The cumulative increase of impervious area does not exceed 25,000 square feet as of the establishment of the original Surface Water Management Ordinance on August 24, 2006.

1. Developments and impacted areas with less than 25,000 square feet of cumulative impervious area shall be required to provide best management practices (BMP) for stormwater management as determined by the Administrator.

302 (2) The maximum controlled stormwater runoff release rate shall not exceed the natural safe stormwater drainage capacity of the downstream system, which has been found to be 0.2 cubic feet per second, per acre in the county. Pipe outlets of less than 12 inches in diameter shall not be allowed. Multiple outlets from a stormwater storage area shall be avoided if they are designed to be less than 12 inches in diameter. Removable orifice plates shall be employed when these pipe size requirements cannot be met.¹⁸

303 (3) When the maximum controlled stormwater runoff release rate shall be exceeded, any or all of the following stormwater storage methods shall be provided and constructed:

- a. *Dry bottom stormwater storage.* The following is the dry bottom stormwater storage method:
 - 1. Dry bottom stormwater storage areas must be designed to serve a secondary purpose for recreation, open space or similar type of use, which will not be adversely affected by occasional intermittent flooding.
 - 2. The combination of storage of major floodwater runoff from a 100-year return frequency storm and the allowable release rate shall not result in a storage duration in excess of 48 hours.

¹⁷ Illinois State Water Survey Bulletin 75 provides frequency estimates and their time distributions that supersede those published in ISWS Bulletin 70 (1989), Circular 172, and Circular 173.

¹⁸ No amendment to the release rate.

3. Minimum grades for turf areas shall be 0.5 percent (200 units horizontal to one vertical) and maximum side slopes shall be 25 percent (four units horizontal to one unit vertical). Storage area side slopes shall follow the natural land contours as closely as practicable, and a minimum of earth excavation shall be used to create the storage facility.

4. Temporary seeding or other soil stabilization measures shall be established in the stormwater storage area and major floodwater passageway immediately following the construction or reconstruction of these areas. During the construction of the overall development, it is recognized that a limited amount of sediment buildup may occur in the stormwater storage area due to erosion. In no case shall the volume of the storage area be reduced to less than three-quarters of the required volume during the construction phase of the development.

5. Permanent erosion control measures such as mulching, hydroseeding, conventional seeding, nurse crops, fertilizing or sod installation shall be utilized to control soil movement and erosion within the storage area and major floodwater passageway. These measures shall meet or exceed the standards established by the county soil and water conservation district. The installation of these permanent measures shall take place only after the majority of construction and other silt- and sediment-producing activities have been completed. Prior to the establishment of the permanent erosion control measures, the required capacity of the stormwater storage area and the excess stormwater passageway shall be restored.

6. The control structure shall be provided with an interceptor for trash and debris, and it shall be designed and constructed to prevent soil erosion and not to require manual adjustments for its proper operation. An inlet design that will produce turbulent flow conditions during any portion of the stormwater storage cycle will not be acceptable.

7. Adequate impact stilling basins shall be provided to ensure that downstream soil erosion is alleviated and the regime of the downstream drainage facility is not disturbed.

8. Each stormwater storage area shall be provided with a method of overflow in the event a storm in excess of the design capacity occurs. This overflow facility shall be constructed to function without specific attention and can become a part of the excess stormwater passageway described in this section.

9. The entire stormwater storage area shall be designed and constructed to fully protect the public health, safety and welfare. If a condition occurs in the stormwater storage area which is hazardous to the public health, safety or welfare, the person responsible for the condition will be required to provide approved corrective measures. If these corrective measures are not provided, the county may eliminate the hazard at the expense of the person responsible.

10. Low flow conduits or channels shall be provided in stormwater storage areas. These conduits or channels shall be so constructed that they will not interfere with the secondary usage of the storage area and will reduce the frequency of time that the storage area will be covered with water.

b. *Wet bottom stormwater storage.* Wet bottom stormwater storage areas shall be designed in compliance with all the regulations which are applicable and govern the construction of dry bottom stormwater storage areas. The following additional regulations shall apply:

1. The water surface area of the permanent pool shall not exceed one-tenth of the area of the tributary watershed.

2. Protection of the shoreline must be provided to alleviate soil erosion due to wave action.

3. Minimum normal water depth shall be four feet. If fish are to be used to keep the pond clean, at least one-quarter of the pond area shall be a minimum of ten feet deep.

4. Facilities shall be provided to lower the pond elevation by gravity floor for cleaning purposes and shoreline maintenance.

5. The control structure for stormwater release shall be designed to operate at full design release rate with only a minor increase in the water depth in order to minimize the land surface wetted by frequent minor stormwater runoff conditions.

6. Measures shall be included in the design to prevent pond stagnation. This may be accomplished by fountain aeration or some other method used to ensure aerobic pond conditions.

7. The volume of water permanently stored shall not be considered to be part of the required excess stormwater storage volume.

c. *Paved stormwater storage.* Design and construction of the pavement base must ensure that there is no pavement damage due to flooding. Control structures in paved areas must be readily accessible for maintenance and cleaning. Vortex control devices will be required.

d. *Rooftop stormwater storage.* Rooftop storage of excess stormwater shall be designed and constructed to provide permanent control inlets and parapet walls to contain excess stormwater. Adequate structural roof design must be provided to ensure that roof deflection does not occur which could cause the roofing material to fail and result in leakage. Overflow areas must be provided to ensure that the weight of stored stormwater will never exceed the structural capacity of the roof.

e. *Automobile parking stormwater storage areas.* Automobile parking facilities used to store excess stormwater must be constructed having a maximum depth of stored stormwater of 1.5 feet; and these areas shall be located in the most remote, least used areas of the parking facility.

f. *Underground stormwater storage.* Underground stormwater storage facilities must be designed for easy access in order to remove accumulated sediment and debris. These facilities must be provided with a positive gravity outlet.

304 (4) Calculations of required stormwater storage shall be made as follows:

a. Any generally recognized and substantiated method acceptable to the ~~administrator~~ Administrator may be used for these calculations. The release rate of the outlet structure, when half of the storage area is filled, may be used in lieu of routing techniques in small drainage areas. The control structure shall be designed to maintain as uniform a flow as possible, independent of the stormwater storage volume. Where the proposed structure, project or land development forms only a portion of a watershed or contains portions of several watersheds, the storage volume calculations shall be based upon the area of the entire project, development or land use change. The maximum release rate shall be established by multiplying the total acreage of the tributary watershed by 0.2 cubic foot per second, per acre.

b. Stormwater storage areas which will be filled to capacity by high-frequency storms shall be designed in a manner that will protect immediate downstream properties, and all overflow structures shall be designed to function properly and effectively without the necessity of making manual adjustments. A larger outlet for stormwater storage may be permitted by the ~~administrator~~ Administrator for the orderly management of stormwater runoff where large tributary areas are developed without detention.

c. If the orderly management of the stormwater runoff cannot be achieved by passing the entire tributary area runoff through the stormwater storage area, the stormwater storage area shall be constructed to exclude the runoff from the tributary area originating outside of the area to be developed.

305 (5) Applications for building permits shall require the following:

a. Stormwater detention facilities shall be designed by and their construction supervised by a registered professional engineer.

b. Compliance with this section shall be as provided for in section 50-~~256~~255. In addition, the following shall be required by the ~~administrator~~ Administrator:

1. Upon completion of construction, a set of record drawings certified by a registered professional engineer; and

2. An estimated schedule of development phases.

c. All applications for building permits shall contain a statement that such buildings or structures and appurtenances connected therewith include facilities for the orderly runoff or retention of rain and melting snow. Plans submitted with the application shall include a signed statement issued by a state registered professional engineer that the plans include facilities adequate to prevent harmful runoff. For single-family dwellings to be located in a subdivision

meeting the requirements of this article, the signed statement may, in lieu of other application requirements, be placed on the face of the final plat.

d. When compliance with the stormwater detention requirements of this article will result in a facility, the volume of which is 0.3 acre-feet or less, the ~~administrator~~ Administrator may waive the requirement for that specific facility.

400 . Post Construction Runoff Quantity Controls

In principle, development plans should minimize those characteristics that result in the increase of stormwater runoff. The amount of impervious cover should be the minimum practical to meet the requirements of building, zoning, and subdivision regulations, those of the County and township highway authorities, and such other regulations as govern development activities.

401: Stormwater Detention is a control currently required by county ordinance. It is recognized that the controlled release rate referred to in these requirements (sec 304) is release to surface water. Some additional loss of inflow to a stormwater detention facility may be provided by some subsurface infiltration technique. The required detention volume can be reduced by such loss provided that:

401.1 the loss is based on a conservative estimate of the long term infiltration rate of the soil strata to which infiltration is intended. This analysis shall include conditions of saturated or frozen strata and the probable location of groundwater levels;

401.2 additional inspection and certification is guaranteed during the installation process so that the qualifying soil strata is confirmed in place; and that it is not clogged with fine material nor compacted by construction operations;

401.3 there is an acceptable maintenance plan for operation of the infiltration technique;

401.4 complete failure of the infiltion system does not result in flood hazard within the development or to adjacent properties;

401.5 an acceptable plan for restoration of the maximum controlled release rate is provided for the case of substantial or complete failure of the infiltration system; and

401.6 the prevention of groundwater contamination is reasonably assured.

402: Shallow depressional storage volumes, below a surface gravity outlet, cannot be used to partly or completely replace required stormwater detention storage volumes. Their benefit accrues largely to water quality: capturing small storm events, and filled with water and sediments prior to a major runoff event.

500 . reserved

600 . Construction Site Erosion and Sediment Control

605 . Sec. 5 General Principles

608 . Sec. 8 Erosion and Sediment
Control Plan. 609 - 612 blank

613 . Sec. 13 Site design
requirements. 614 . Sec.

14 Inspection.

615 . Sec. 15

Retention of plans.

616 . Sec. 16

Special precautions.

620 . Summary of Erosion and Sediment Control Requirements

This section contains the text of Sections 5, 8, 13 to 16, and summary of the model **Construction Site Erosion and Sediment Control Ordinance**, drafted and put through public review by the Winnebago County Association for Clean Water Action, WinACWA, 2004; and customized for county government to meet its requirements under NPDES Phase II.

605 . Sec. 5 General Principles.

It is the objective of these regulations to control soil erosion and sedimentation caused by development activities, including clearing, grading, stripping, excavating, and filling of land, in the County of Winnebago. Measures taken to control soil erosion and offsite sediment runoff should be adequate to assure that sediment is not transported from the site by wind erosion or a storm event of ten-year frequency or less. The following principles shall apply to all development activities within the County of Winnebago and to the preparation of the submissions required under Sections 8 and 9 of this ordinance:

(a) Development should be related to the topography and soils of the site so as to create the least potential for erosion. Areas of steep slopes where high cuts and fills may be required should be avoided wherever possible, and existing contours should be followed as closely as possible.

(b) Natural vegetation should be retained and protected wherever possible. Areas immediately adjacent to existing watercourses, lakes, ponds, and wetlands should be left undisturbed wherever possible. Temporary crossings of watercourses, when permitted, must include appropriate stabilization measures.

(c) Special precautions should be taken to prevent damages that occur due to any necessary development activity within or adjacent to any stream, lake, pond, or wetland. Preventative measures must be commensurate with the sensitivity of these areas to erosion and sedimentation.

(d) The smallest practical area of disturbance should be exposed for the shortest practical time during development.

(e) Sediment basins or traps, filter barriers, diversions, and any other appropriated sediment or runoff control measures should be installed prior to site clearing and grading and maintained to control and remove sediment from run-off waters from land undergoing development.

(f) The selection of erosion and sedimentation control measures should be based on site limitations, project duration, and other factors to provide the necessary site protection during the construction development activity.

(g) In the design of erosion control facilities and practices, aesthetics and the requirements of continuing maintenance shall be considered.

(h) Permanent vegetation and runoff control structures shall be installed and functional as soon as practical during development.

(i) All waste generated as a result of site development activity shall be properly disposed of and should be prevented from being carried off the site by either wind, water, or artificial means.

(j) All construction sites shall provide measures to prevent sediment from being tracked onto public or private roadways.

608 . Sec. 8 Erosion and Sediment Control Plan.

The Owners of the property or his/her authorized designee shall prepare and submit an **Erosion and Sediment Control Plan** (Plan) to the County of Winnebago at the time of proposed land disturbing activities. These submissions shall be prepared in accordance with the requirements of this Article and the standards and requirements contained in the NPDES Permit No. ILR10 prepared by the Illinois Environmental Protection Agency and the Illinois Urban Manual prepared by the ~~Natural Resources Conservation Service~~ **members of the Illinois Urban Manual Technical Review Committee and Steering Committee**, and adopted by the ~~Boone and~~ Winnebago County Soil and Water Conservation District, which standards and requirements are hereby incorporated into this ordinance by reference. General guidance can be found in the *Illinois Urban Manual* under the section, ~~**Storm Water Management For Construction Activities , Developing Pollution Prevention Plans and Best Management Practices**~~ **Non-point Source Pollution Control Processes and Planning Principles**. Each plan shall contain the following information:

(a) The name(s) address(es) and telephone number(s) of the owner or [and] developer of the site and of any consulting firm retained by the applicant together with the name of the applicant's principle contact at such firm.

The owner must sign a copy of the certification statement. The certification must be included in the plan:

"I certify under penalty of law that this document and all attachments were prepared in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment of knowing violations."

(b) The name, address and telephone number of the general contractor(s) that have been identified at the time of the submittal. Identify the contractor(s) or subcontractor(s) implementing each measure of the plan. All contractor(s) and subcontractor(s) identified in the plan must sign a copy of the certification statement. All certifications must be included in the plan except for owners acting as contractor(s).

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit No. ILR10 and [Chapter 78], Erosion and Sediment Control ordinance that authorizes the storm water discharges associated with the construction activities and site identified as part of this certification."

(c) A vicinity map in sufficient detail to enable easy location in the field of the site for which the permit is sought, and including the boundary line and approximate acreage of the site, existing zoning, and a legend and scale;

(d) A development plan of the site showing:

(1) Existing topography of the site and adjacent land within approximately 100 feet of the boundaries, drawn at no greater than two-foot contour intervals and clearly portraying the conformation and drainage pattern of the area.

(2) The location of existing buildings, structures, utilities, streams, lakes, floodplains, wetlands and depressions, drainage facilities, vegetative cover, paved areas, and other significant natural or man-made features on the site and adjacent land within 100 feet of the boundary.

(3) A general description of the predominant soil types on the site, their location, and their limitations for the proposed use.

(4) Proposed use of the site, including present development and planned utilization; areas of clearing, stripping, grading, excavation, and filling; finished grades, and street profiles; provisions of storm drainage, including storm sewers, swales, detention basins and any other measures to control the rate of runoff, with a drainage area map, indications of flow directions and computations; kinds and locations of utilities; and areas and acreages proposed to be paved, covered, sodded or seeded, vegetatively stabilized, or left undisturbed.

(e) Erosion and sediment controls showing all measures necessary to meet the objectives of this ordinance throughout all phases of construction and permanently after completion of development of the site, including:

(1) Location and description, including standard details, of all sediment control measures and design specifics of sediment basins and traps, including outlet details.

(2) Plans should ensure existing vegetation is preserved where attainable and disturbed portions of the site are stabilized. Stabilization practices may include, but not limited to: temporary seeding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Location and description of all soil stabilization and erosion control measures, including seeding mixtures and rates, types of sod, method of seedbed preparation, expected seeding dates, type and rate of lime and fertilizer application, kind and quantity of mulching for both temporary and permanent vegetative control measures, and types of non-vegetative stabilization measures.

a. Stabilization measures will be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than fourteen (14) days after the construction activity in that portion of the site has temporarily or permanently ceased.

b. Where construction activity will resume on a portion of the site within 14 days from when activity ceased, (i.e. the total time period that construction activity is temporarily ceased is less than 14 days) then stabilization measures have to be initiated on that portion of the site within one (1) working day and completed as soon as possible, but not later than 14 calendar days from the initiation of stabilization in the work area.

~~b.c.~~ Where the initiation of stabilization measures by the 14th- calendar day after construction activity temporary or permanently snow cover precludes ease, stabilization measures shall be initiated as soon as practicable.

~~c.—Where construction activity will resume on a portion of the site within 21 days from when activity ceased, (i.e. the total time period that construction activity is temporarily ceased is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the 14th day after construction activity temporarily ceased.~~

(3) Location and description of all runoff control measures, including diversions, waterways, and outlets.

- (4) Location and description of methods to prevent tracking of sediment offsite, including construction entrance details, as appropriate.
- (5) Description of dust and traffic control measures.
- (6) Locations of stockpiles and description of stabilization methods.
- (7) Description of off-site fill or borrow volumes, locations, and methods of stabilization.
- (8) Provisions for maintenance of control measures, including type and frequency of maintenance, easements, and estimates of the cost of maintenance.

(f) The proposed phasing of development of the site, including stripping and clearing, rough grading and landscaping. Phasing should identify the expected date on which clearing will begin and the estimated duration of exposure of cleared areas, and the sequence of installation of temporary sediment control measures (including perimeter controls), clearing and grading, installation of temporary soil stabilization measures, installation of storm drainage, paving streets and parking areas, final grading and the establishment of permanent vegetative cover, and the removal of temporary measures. It shall be the responsibility of the applicant to notify the County of Winnebago of any significant changes that occur in the site development schedule after the initial erosion and sediment control plan has been approved;

- (g) A copy of the completed Notice of Intent (NOI) required by the Illinois Environmental Protection Agency.
- (h) A copy of the completed Illinois Department of Natural Resources Consultation Agency Action Report.

609 - 612 blank

613 . Sec. 13 Site design requirements.

On-site sediment control measures, as specified by the following criteria, shall be constructed and functional prior to initiating clearing, grading, stripping, excavation, or fill activities on the site.

(a) Land disturbance activities in stream channels shall be avoided, where possible. If disturbance activities are unavoidable, the following requirements shall be met:

1. Construction vehicles shall be kept out of the stream channel to the maximum extent practicable. Where construction crossings are necessary, temporary crossings shall be constructed of non-erosive material, such as riprap or gravel.

2. The time and area of disturbance of stream channels shall be kept to a minimum. The stream channel, including bed and banks, shall be restabilized within 48 hours after channel disturbance is completed, interrupted, or stopped.

3. Whenever channel relocation is necessary, the new channel shall be constructed in the dry and fully stabilized before flow is diverted.

(b) Sediment traps or anchored filter barriers meeting accepted design standards and specifications outlined in the Illinois Urban Manual shall protect storm sewer inlets and culverts.

(c) Soil storage piles containing more than 10 cubic yards of material shall not be located with a downslope drainage length of less than 25 feet to a roadway or drainage channel. Filter barriers, including straw bales, filter fence, or equivalent, shall be installed immediately on the downslope side of the piles.

(d) If dewatering devices are used, discharge locations shall be protected from erosion. All pumped discharges shall be routed through appropriately designed sediment traps or basins, or equivalent.

(e) Each site shall have graveled (or equivalent) entrance roads, access drives, and parking areas a minimum of ~~fifty-seventy (70)~~ feet long and ~~12-fourteen (14)~~ feet wide to prevent [minimize] sediment from being tracked onto public or private roadways. Any sediment reaching a public or private road shall be removed by shoveling or street cleaning (not flushing) before the end of each workday and transported to a controlled sediment disposal area.

(f) All temporary and permanent erosion and sediment control practices must be maintained and repaired as needed to assure effective performance of their intended function.

(g) All temporary erosion and sediment control measures shall be disposed of within 30 days after final site stabilization is achieved with permanent soil stabilization measures. Trapped sediment and other disturbed soils resulting from the disposition of temporary measures should be permanently stabilized to prevent further erosion and sedimentation.

614 . Sec. 14 Inspection.

The ~~inspector~~Administrator shall make inspections as hereinafter required and shall either approve that portion of the work completed or shall notify the applicant wherein the work fails to comply with the erosion and sedimentation control plans as approved. In order to obtain inspections and to ensure compliance with the approved erosion and sediment control plan and this ordinance, the applicant shall notify the ~~inspector~~Administrator within two (2) working days of the completion of the construction stages specified below:

(a) Upon completion of installation of sediment and runoff control measures (including perimeter controls and diversions), prior to proceeding with any other earth disturbance or grading,

~~(b)~~ After stripping and clearing,

~~(c)~~ After rough grading,

~~(b)(d)~~ After final grading,

~~(e)(e)~~ After seeding and landscaping deadlines, and

~~(d)(f)~~ After final stabilization and landscaping, prior to removal of sediment controls.

If stripping, clearing, grading and/or landscaping are to be done in phases or areas, the applicant shall give notice and request inspection at the completion of each of the above work states in each phase or area.

The County of Winnebago shall also reserve the right to inspect disturbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

615 . Sec. 15 Retention of plans.

The applicant shall retain copies of plans and all reports for a period of at least three (3) years from the date the site is finally stabilized. The applicant shall also retain a copy of the plan at the construction site from the date of project initiation to the date of final stabilization.

616 . Sec. 16 Special precautions.

(a) If at any stage of the grading of any development site the ~~inspector~~Administrator determines by inspection that the nature of the site is such that further work authorized by an existing building permit is likely to imperil any property, public way, stream, lake, wetland, or drainage structure, the ~~inspector~~Administrator may require, as a condition of allowing the work to be done, that such reasonable special precautions to be taken as is considered advisable to avoid the likelihood of such peril. Special precautions may include, but shall not be limited to, a more level exposed slope, construction of additional drainage facilities, berms, terracing, compaction or cribbing, installation of plant materials for erosion control, and recommendations of a registered soils engineer and/or engineering geologist which may be made requirements for further work.

(b) Where it appears that storm damage may result because the grading on any development site is not complete, work may be stopped and the applicant may be required to install temporary structures of take such other measures to protect adjoining property or the public safety.

(c) Major amendments of the erosion and sediment control plan shall be submitted to the County of Winnebago and shall be processed and approved or disapproved in the same manner as the original plans. The County of Winnebago may authorize field modifications of a minor nature by written authorization to the applicant.

**County of Winnebago
SUMMARY OF THE NEW EROSION AND SEDIMENT
CONTROL ORDINANCE**

Purpose of this document:

1. To give contractors, developers, and consultants warning that Winnebago County is implementing a comprehensive erosion and sediment control ordinance
2. This ordinance will prepare developments for the most current NPDES Phase II requirements, ~~which took effect March 2003~~ (March, 2023 or newer).

Main principals of this comprehensive erosion and sediment

- control ordinance:**
1. Design developments to fit existing topography and natural drainage patterns
 2. Protect natural vegetation on site
 3. Prevent sediment from entering adjacent watercourses
 4. Reduce the exposure of disturbed soil
 5. Methods of different erosion control structures and practices
 6. Continue maintenance of control structures and establish permanent vegetation
 7. Dispose of waste generated from site development activity
 8. Reduce storm water runoff velocities

9.Prevent sediment on roadways

This comprehensive erosion and sediment control ordinance applies to:

- 1.NPDES Phase II projects after March 2003 (development activity affecting an area greater than or equal to 1 acre)
- 2.Any land disturbing activity that may discharge soil and erosion into any storm water conveyance system
- 3.If development activity is determined to be causing or contributing to existing or potential new erosion of sediment or impacting the storm water conveyance system

All erosion and sediment control plans, contained within the ordinance, will require the following:

- 1.Certification Sec. 8.a signed by owner and engineer. Must include principal contact with address and phone number.
- 2.Certification Sec. 8b signed by contractor for all NPDES permit projects (contractor may sign the approved erosion and sediment control plan if the project is not under a NPDES permit)
- 3.Vicinity map of the project
- 4.A development plan showing:
 - i.Existing topography
 - ii.Location of existing structures, buildings, and waterbodies, etc.
 - iii.Predominant soil types
 - iv. Proposed use of the site
 - v.Appropriate erosion and sediment controls
 - a.Silt fence, sediment basins and traps, earth dikes, drainage swales, check dams, storm drain inlet protection, rock outlet protection, risers, etc.
 - b.Construction entrances
 - c.Stabilization (needs to be implemented within 14 days once construction stops) i.e. temporary seeding, permanent seeding, geotextiles, and sod

Inspection/Enforcement:

- 1.The principle contact must observe construction to assure the project is following the approved erosion and sediment control plan
- 2.The [inspector] shall make regular inspections
- 3.The County of Winnebago may require special precautions beyond the approved erosion and sediment control plan
- 4.The County of Winnebago will verbally warn the principal contact that an erosion and sediment control plan is not being followed or a “special precaution” is needed
- 5.If no action is taken after 3 days of the verbal warning, the County of Winnebago will warn in writing the principal contact of the violation or of the “special precaution”
- 6.If no action is taken after 3 days of the written warning, a stop-work order will be issued.

Violations and Penalties:

- 1.A Certificate of Occupancy permit will not be granted
- 2.Fine of not more than \$500.00 for each offense

700 Post Construction Runoff Quality Controls

The County encourages developments that incorporate post construction runoff quality controls (PCRQC's) beneficial to water quality. ~~However~~However, the county has not established means to measure or estimate pollutant loads or rates characteristic of development types nor standards to assess the compliance of outflows. Until the adoption of Total Maximum Daily Loads, or some

other design and performance goals, any specific PCRQC's will not be required. But their presence shall be included and described (including maintenance provisions) in the proposed site development plan, with the following provisos:

- 701.1** they are part of the stormwater conveyance system, covered elsewhere in this regulation, **701.2** when included in the public rights of way, they must be approved by the appropriate road jurisdiction, **701.3** they must not create a nuisance or hazard; and to avoid that perception, the developer shall inform prospective buyers of their existence and operation,
- 401.4** the prevention of groundwater contamination is reasonably assured.

{Low Impact Development Principles: grass swales vs. curb and gutter and storm sewers, }

Notwithstanding the conditions for wet- and dry-bottomed stormwater storage areas in Sec ~~400~~300, the freeboard above a surface water release structure may be used to meet stormwater detention volume requirements.

800 . reserved

900 . reserved

999 End of Technical Regulations Adopted by Winnebago County Board

1000 . Surface Water Management Guidance

Under Sec. 50-249, Administration of the Surface Water Management Ordinance is the responsibility of the ~~administrator~~Administrator, who has the duty to review plans for developments governed by the ordinance; and the authority to approve or deny permits, or find implementations in violation. In this capacity, the ~~administrator~~Administrator must exercise sound engineering judgment in areas which go beyond even the detail of the Surface Water Management Technical Regulations. A Surface Water Management Technical Guidance is created as an administrative tool for such areas. Such areas are, for example:

1000.1: Surface water hydraulics and hydrology. Specifically, what techniques, data, coefficients, computer programs, etc. may or may not be acceptable under the circumstances of a given development to adequately estimate the design flow rates for the specified recurrence interval; and then what methods and assumptions could be used to evaluate the capacity of the receiving conveyance system, or

1000.2: Pollutant type and removal rate. Possibly, what pond configuration, filtration media, and/or chemical additives can be expected achieve what pollutant removal rate, operating at what maintenance cycle, with inputs of some volume and contamination level, to meet any future TMDL requirement.

1001: To maintain proficiency in reviewing plans and implementations, the ~~administrator~~Administrator needs to maintain a knowledge base of proven, scientifically acceptable technology, both analytical and physical; and

1002: Be open to new technologies as they are proven; and

1003: Share that knowledge with applicants.

1010: This guidance may be called by reference, or it can be appended to the Technical Regulations, as herein, for ease of distribution.

1100 . General Guidance

1101: The Illinois Department of Transportation Drainage Manual is recognized as a good reference, both for general techniques and local conditions. One should note the ISWS Bulletin¹⁹ 70-75 Rainfalls are in the Appendix as well as Huff rainfall distributions. It can be downloaded from the ~~IDOT~~ University of Illinois Library website.

~~https://www.ideals.illinois.edu/items/114209~~ <http://www.dot.il.gov/bridges/manuals.html>

(The Drainage Manual is 47,812 kb in .pdf format. Be prepared! The Bridge Office maintains a number of other manuals from this site, also.)

1102: The appropriate BMP for a parcel will be based on existing watershed plans within Winnebago County. Watershed plans can be found at the Winnebago County website:

<https://wincoil.gov/departments/highway-department/programs-and-information?highlight=WyJ3YXRlcnoZWQixQ==>

1200 . Guidance re: Floodplain Regulations

1206: The SWMO acknowledges Statewide Permits issued by IDNR/OWR and the County reserves the discretion to use them as indicators of compliance, but does not adopt them as blanket exemptions outside SFHA's.

IDNR/OWR's threshold of regulation is a drainage area of at least 1 square mile. Winnebago County uses floodway regulations on as small as 5 acres, and defines floodways the same way they are determined in floodplain mapping: i.e. encroachment is defined as 0.1 foot stage increase over 'existing' conditions. This is inconsistent with SWP#2. Also 500 s.f. Accessory Structures under SWP#10 would not be appropriate in a 20 foot wide drainage easement. Being more restrictive is consistent with 44 CFR 60.3(d) as minimum requirements.

1300 . Guidance re: Stormwater Detention Regulations

1304: The first sentence of paragraph a has been deleted from the original ordinance. Using "shall be...", had been in conflict with the following 2 sentences. It refers to a methodology (modified rational method) that would only be generally recognized for a small drainage area, where "may be..." is operational. The Technical Guidance reflects on this, and the routing techniques mentioned.

The Technical Regulations refer to "routing techniques" for all but "small drainage areas". Operationally, this means insignificant, not only in size but location in the context of current and future development in the drainage basin. Some urban and urbanizing jurisdictions (eg. Kane Co., which the City of Rockford may emulate in this respect) are requiring the 100-year, 24-hour duration rain, with AMC 2, be routed. The Department is currently open to arguments based on merit for any method, but one should expect that consistency with methods used by an adjacent jurisdiction will carry some weight.

1400 . Post Construction Runoff Quantity Controls

1401: The ~~administrator's~~ Administrator's concern is that a soil absorption system relies on conditions which cannot be observed directly. There are possibilities that a poorly envisioned or

¹⁹ Illinois State Water Survey Bulletin 75 provides frequency estimates and their time distributions that supersede those published in ISWS Bulletin 70 (1989), Circular 172, and Circular 173.

constructed soil absorption system will not function as its design analysis assumes from the day it is installed. More likely, over time, its performance will be degraded by the accumulation of fine particles or debris. The problem is that a system that operates properly in low-flow conditions, which are seldom a problem with flooding, wouldn't reveal a failure until stressed by high flows, precisely when flood control is needed. On the other hand, a system might work too well, if contaminants are present and not intercepted in some way. For example, direct runoff from a gas station should not be drained directly to a drywell, due to the ordinary accumulation of gas and oil drips, and possibility of more disastrous spills.

{Article IV of the Winnebago County Code is amended May 23, 2024, to read as follows}

ARTICLE IV. SURFACE WATER MANAGEMENT

Sec. 50-246. Title.

This article shall be known, cited and referenced to as the “Surface Water Management Ordinance”.

Sec. 50-247. Purpose and scope of article.

The purpose of this article is to establish regulations for unincorporated areas of the county that reasonably manage adverse effects to and by surface water to impacted areas and new development, occurring on or after the effective date of this ordinance (August 24, 2006), as amended. Specifically, potential surface water effects are:

(a) Flooding. Flooding is addressed by:

- (1) Regulating Development in Floodplain Areas. This title refers to the **Illinois Sample Flood Damage Prevention Ordinance (IDNR/OWR, as amended)**, the technical portions of which are Sections 6, 7, 8, 9, and 10. These sections, as adjusted to reflect county recognition of Flood Hazard Areas in addition to FEMA's Special Flood Hazard Areas, are hereby included in the Technical Regulations. Besides the public interest in reducing flood damages, the purpose of these requirements is to comply with Federal Regulations (Paragraph 60.3(d) of 44 CFR 59-60), in order for Winnebago County to remain in good standing with the National Flood Insurance Program.

- a. Developments shall be regulated in accordance with the base flood standard, which is indicated in the definition of *Floodplain* in the following section 50-248. Also see the definitions of Development and especially Substantial Improvement which enumerates exceptions.

- (2) Stormwater Detention Regulations. These regulations address escalation in flooding within new Developments and/or impacted areas, which increase the amount of impervious surface. The maximum controlled stormwater runoff release rate shall not exceed the natural safe stormwater drainage capacity of the downstream system, which has been found to be 0.2 cubic feet per second, per acre in the county. Details of compliance with this requirement are hereby incorporated in the Technical Regulations.

- a. The following, however, shall not be included:

- a. Traditional agricultural uses.
 - b. The construction of single-family dwellings on lots or parcels of land which were of record prior to June 24, 1982.
 - c. Modification of single-family dwellings which will continue to be used as single-family dwellings.
 - d. The use of lands adjacent and contiguous to and which discharge directly into the Rock, Pecatonica, Sugar, or Kishwaukee Rivers.
 - e. Improvement of existing roadways which does not increase the number of traffic lanes in the typical cross section of the roadway.

- (3) Post Construction Runoff Quantity Controls. These are controls, like Stormwater Detention, that address the increased runoff associated with many types of development, but are more commonly associated with terms such as Low Impact Development and 'Green' Communities. Post Construction Runoff Control is a Best Management Practice (BMP) required of the County by the National Pollutant Discharge Elimination System (NPDES), Phase II. Allowances for such controls are hereby incorporated in the Technical Regulations.

(b) Water quality degradation. This degradation, often called pollution, is addressed by:

- (1) Construction Site Erosion and Sediment Control. These controls apply to any Land Disturbing Activity (see definition) with the intent that the transport of sediment via wind or rainwater runoff from sites affected by land disturbing activities be limited, as closely as practicable, to that which would have occurred if the land had been left in its undisturbed state. This is a BMP of NPDES Phase II; and has been addressed by a standard ordinance developed by the Winnebago County Association for Clean Water Action (WinACWA) 2005. Provisions of this ordinance are hereby incorporated in the Technical Regulations.
 - a. Except that, where floodplains are not involved, erosion and sediment control plans shall not be required for submittal for any of the following, provided that the person responsible for any such development shall implement necessary soil erosion and sediment control measures consistent with the principles of this regulation:
 - i. Excavation below final grade for the basement and footings of a single-family residence and appurtenant structures on a site in excess of one acre for which a building permit has been issued by the County of Winnebago;
 - ii. Agricultural use of land, including the implementation of conservation measures included in a farm conservation plan approved by the Winnebago County Soil and Water Conservation District, and including the construction of agricultural structures;
 - iii. Installation, renovation, or replacement of a septic system to serve an existing dwelling or structure.
- (2) Post Construction Runoff Quality Controls. These are additional controls, extending beyond the construction phase, which address water quality on a continuous basis. They can be as simple as some Low Impact Development techniques or as complex as a small surface water treatment plant. Post Construction Runoff Control is a Best Management Practice (BMP) required of the County by the National Pollutant Discharge Elimination System (NPDES), Phase II. Allowances for such controls are hereby incorporated in the Technical Regulations.

Sec. 50-248. Definitions.

- (a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. When language contained within the Winnebago County Unified Development Ordinance is referenced, and in conflict with this section, the language in this section shall be applied to the provisions of this ordinance.

Accessory Structure means a structure located on the same lot with the principal building and is customarily incidental and subordinate to the use of the principal building.

Administrator means the Winnebago County Engineer, or his/her designee. With regard to Construction Site Erosion and Sediment Control provisions of this Article and the Technical Regulations, on sites for which a building permit is required or pending, the term shall also include the Building Official of Winnebago County, and the Winnebago County Soil and Water Conservation District Executive Director, or his/her designee.

Authority means any agency with regulatory powers, Winnebago County, for the purpose of this ordinance.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year, also known as the 100-year flood.

Base flood elevation (BFE) means the elevation in relation to mean sea level of the crest of the base flood.

Basement means that portion of a building having its floor sub-grade (below ground level) on all sides.

Best Management Practices (BMP) means the primary method to manage stormwater runoff and mitigate pollution entering waterways. BMPs are tools, practices, and methods of stormwater management that control peak stormwater runoff rate, improve water quality, and manage runoff volume. (For additional guidance, see Section 1102 of the Technical Regulations.)

Building means a walled and roofed structure, including gas or liquid storage tank, that is principally above ground, including manufactured homes, prefabricated buildings, mobile homes, and gas or liquid storage tanks. The term also includes recreational vehicles and travel trailers installed on a site for more than one hundred eighty (180) days per year.

Certify or certification means formally attesting that the specific inspections and tests where required have been performed, and that such tests comply with the applicable requirements of this Ordinance.

Clearing means any activity that removes vegetative ground cover.

Concentrated Animal Feeding Operation (CAFO) means a Large CAFO pursuant to 35 Illinois Administrative Code 502.103. (<https://www.ilsos.gov/departments/index/admincodindex.html>)

Control structure means a facility constructed to regulate the volume of stormwater runoff released during a specific length of time.

County means the County of Winnebago, Illinois.

County Board means the County Board of the County of Winnebago, Illinois.

Critical Facility means any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk.

Examples of critical facilities where flood protection should be required include: emergency services facilities (such as fire and police stations), schools, hospitals retirement homes and senior care facilities, major roads and bridges, critical utility sites (telephone switching stations or electrical transformers, and hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances).

Development (see also Land Disturbing Activity) means any manmade change to improved or unimproved land, including, but not limited to,

- (1) demolition, construction, reconstruction, repair, placement of a building, or any structural alteration to a building;
- (2) substantial improvement of an existing building;
- (3) installation of a mobile home or manufactured home on a site, preparing a site for a mobile home or manufactured home, or installing a travel trailer on a site for more than one hundred eighty (180) days per year;
- (4) installation of utilities, construction of roads, bridges, culverts or similar projects;
- (5) construction or erection of levees, dams, walls or fences;
- (6) drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface;
- (7) storage or manufacture of materials, chemicals or other substances in floodplains, including the placement of gas and liquid (other than water) storage tanks. This definition is further refined in the prohibition enumerated in section 50-249(d)(17),
- (8) channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters.

“Development” does not include routine maintenance of existing buildings and facilities, resurfacing roads, or gardening, plowing, and similar practices that do not involve filling, grading, or construction of levees.

District means the Winnebago County Soil and Water Conservation District.

Dry bottom stormwater storage area means a facility designed to be normally dry which accumulates excess stormwater only during periods when the restricted stormwater runoff release rate is less than the stormwater inflow rate.

Elevating of a building or structure means a method of minimizing flood damage wherein the lowest completely and permanently enclosed floor of a building or structure must be raised above a specified level, safe from significant damage from the base flood.

Engineer means the Winnebago County Engineer and person(s) designated by the County of Winnebago to review, approve, or enforce erosion and sediment control plans or storm water pollution prevention plans.

Excavation means any act by which organic matter, earth, sand, gravel, rock or any similar material is cut into, dug, quarried, uncovered, removed, displaced, relocated or bulldozed, and shall include the conditions resulting therefrom.

Existing grade means the vertical location of the existing ground surface prior to excavation or filling.

Existing Mobile Home Park or Subdivision means a mobile home park or subdivision for which the construction of facilities for servicing the lots on which the mobile homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an Existing Mobile Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the mobile homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA means Federal Emergency Management Agency.

Fill means earth, sand, gravel, rock or any other material which is deposited, placed, replaced, dumped, pushed, pulled, transported or removed by man to a new location, and shall include the condition resulting therefrom.

Final grade means the vertical location of the ground or pavement surface after the grading work is completed in accordance with the site development plan.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland waters, or the unusual and rapid accumulation of runoff of surface waters from any source.

Flood Fringe means that portion of the floodplain outside of the regulatory floodway.

Flood Insurance Rate Map (FIRM) means a map prepared by the Federal Emergency Management Agency that depicts the floodplain or special flood hazard area (SFHA) within a community. This map includes insurance rate zones and may or may not depict floodways and show base flood elevations. For the purpose of this ordinance, the FIRM is that specified under the definition of Floodplain.

Flood Insurance Study (FIS) means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations. For the purpose of this ordinance, the FIS is that prepared for Winnebago County in companion with the FIRM.

Floodplain, Flood Hazard Area, and Special Flood Hazard Area (SFHA) (These terms are synonymous, except SFHA is specific to FIRMs) means those lands within the unincorporated county that are subject to inundation by the base flood. The SFHAs of the county are generally identified as such on panel numbers 17201C0020D to 17201C0415D, inclusive, of the countywide Flood Insurance Rate Map of Winnebago County, Illinois, prepared by the Federal Emergency Management Agency and dated September 6, 2006, and as may be subsequently amended by FEMA. Floodplain also includes those areas of known or suspected and subsequently delineated flooding as identified by the county by observation or sound hydraulic and hydrologic principles.

Floodproofing means any combination of structural or nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate, property and their contents.

Floodproofing Certificate means a form published by the Federal Emergency management agency that is used to certify that a building has been designed and constructed to be structurally dry flood proofed to the flood protection elevation.

Flood Protection Elevation (FPE) means the elevation of the base flood plus one foot of freeboard at any given location in the floodplain.

Floodway means that portion of the floodplain required to store and convey the base flood. The floodway for the floodplains shall be as delineated on the countywide Flood Insurance Rate Maps of the county prepared by FEMA and dated September 6, 2006, or as may be subsequently amended by FEMA. The floodways for each of the remaining floodplains of the county shall be according to the best data available from the Federal, State, or other sources.

Freeboard means an increment of elevation added to the base flood elevation to provide a factor of safety for uncertainties in calculations, future watershed development, unknown localized conditions, wave actions and unpredictable effects such as those caused by ice or debris jams.

Garage means a building, either attached or detached, used or designed to be used primarily for the parking and storage of vehicles.

Grading means excavation or fill or any combination thereof and shall include the conditions resulting from any excavation or fill.

Historic Structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register.
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district.
- (3) Individually listed on the state inventory of historic places by the Illinois Historic Preservation Agency.
- (4) Individually listed on a local inventory of historic places that has been certified by the Illinois Historic Preservation Agency.

Hydric soil means a soil having a seasonal high-water table at or near the surface of the soil most of the year.

Hydrophyte means a plant growing in water or in soil too saturated with water for most plants to survive.

IDNR/OWR means Illinois Department of Natural Resources/Office of Water Resources.

Impacted area means any parcel, or any portion of a parcel, within unincorporated Winnebago County, that includes a stormwater easement, a detention easement, drainage way, flood zone,

flood plain, or flood way, and plat provisions, and is affected by a natural or man-made event or action in such a way that is a violation of the provisions of this ordinance in its entirety.

Impervious area means any hard-surfaced, compacted area that does not readily absorb or retain water, including but not limited to building roofs, asphalt and concrete surfaces, and graveled areas.

Inspector means the person designated to review, approve, or enforce erosion and sediment control plans or storm water pollution prevention plans.

Intermediate development means land disturbing activity that occurs on property of no less than 25,000 square feet and less than one (1) acre, and is not a public road improvement or mining development.

Landscape or Land disturbing activity means any grading, excavation or fill placement activity which, in any combination, affects an area of one acre or more; or that may discharge soil and erosion into, or affect the performance of, any stormwater conveyance system; or alters or has the potential to alter existing floodwater storage, conveyance or direction of flow. Gardening, crop farming and measures necessary to reestablish healthy soil-stabilizing vegetation are not landscape disturbing activities.

Lot of record means an area of land designated as a lot of record or subdivision recorded pursuant to law.

Lowest floor means the lowest floor of the lowest enclosed area, including the basement. An unfinished or flood-resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area, shall not be considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable flood hazard area requirements of this article.

Major development means land disturbing activity great than 1 acre, that is not classified as a public road improvement, or mining development.

Manufactured home means a building assembly or system of building sub-assemblies, designed for habitation as a dwelling for one (1) or more persons, including the necessary electrical, plumbing, heating, ventilating and other service systems, which is of closed or open construction and which is made or assembled by a manufacturer, on or off the building site, for installation, or assembly and installation, on the building site, with a permanent foundation.

Manufactured home park or subdivision means a parcel or contiguous parcels of land divided into two or more manufactured home lots for rent or for sale.

Market value means the full fair cash value of real property as determined by the purchase price a willing buyer and seller would arrive at in the open market. The full fair cash value of real property shall be presumed to be the equalized assessment of the property.

Mining development means land disturbing activity that consists of extracting and/or mining material or aggregate resources. Activity is conducted upon a recorded parcel of land exceeding 2 acres and involves the removal of 10 feet or more of overburden.

Minor development means land disturbing activity that consists of hydrologic disturbance of less than 25,000 square feet and is not a public road improvement or mining development.

Mobile home means a single-family dwelling built on a permanent chassis designed for residential occupancy and containing complete electrical, plumbing, and sanitary facilities and designed to be installed in a permanent or semi-permanent manner with or without a permanent foundation, which is capable of being drawn over public highways as a unit, or in sections, and which is certified pursuant to the "National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. 5401 et seq., as amended. "Manufactured Homes" are not considered a "Mobile Home." Park model homes and the like which meet this definition are considered mobile homes.

For floodplain management purposes, the term "mobile home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.

Natural drainage means the existing runoff pattern of water on the ground surface prior to construction.

New Construction means structures for which the start of construction commenced or after the effective date of floodplain management regulations adopted by a community and includes any subsequent improvements of such structures.

New Mobile Home Park or Subdivision means a mobile home park or subdivision for which the construction of facilities for servicing the lots on which the mobile homes are to be affixed or buildings to be constructed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the floodplain management regulations adopted by a community.

NFIP means National Flood Insurance Program.

Parcel means all contiguous land held in one ownership.

Permitting authority means the County of Winnebago.

Person means an individual, public or private corporation, government, partnership or unincorporated association.

Planned development means any large-scale land development consisting of unconventional or creative lotting designs, ownership arrangements, land use patterns, land use mixes or other features uniquely permitted and regulated through the procedures identified for planned unit developments, planned community developments, or precise plan developments.

Post Construction Runoff Control means runoff control(s) over quantity (rate or volume) of flow; or quality (presence of suspended solids, chemicals, or other materials) of surface water leaving a development after construction is completed.

Positive gravity outlet means the drainage of an area in a manner that will ensure complete removal of all surface water by means of natural gravity.

Principal use means the main permitted or intended use of land and/or buildings as distinguished from a subordinate or accessory use.

Public road improvement means land disturbing activity that takes place in a public right-of-way or part thereof and does not include the construction of a building. Related construction includes, but is not limited to culverts, bridges, roadways, sidewalks, and bike paths. Public recreational trails and linear railroad developments shall be considered public road improvements with respect to the requirements of this Ordinance, even if the public recreation trail or linear railroad development is not located within a public right-of-way.

Removal means cutting vegetation to the ground or stumps, complete extraction, or killing by spraying.

Recreational Vehicle or Travel Trailer (see also, Mobile home) means a vehicle which is:

- (1) built on a single chassis;
- (2) four hundred (400) square feet or less in size;
- (3) designed to be self-propelled or permanently towable by a light duty truck and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

Runoff means that portion of precipitation or irrigation on an area which does not infiltrate into the soils, but instead flows off the surface of the land.

Repetitive Loss means Flood related damages sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

Sediment/Sedimentation means transported and deposited soil particles or aggregates, usually by wind or water.

Special Flood Hazard Area (SFHA) - See definition of floodplain.

Shed means a relatively small accessory building often purchased pre-built or as a kit in pre-fabricated sections. It is not designed to be served by heat, electricity, or plumbing and it is commonly not placed on a permanent foundation when under two hundred (200) square feet in area. A 'shed' is typically intended to store lawn, garden, or pool care equipment.

Site means a lot or parcel of land, or a contiguous combination thereof, where construction activity is performed.

Start of Construction includes substantial improvement and means the date the building permit was issued. This, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or other improvement, was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation or placement of a mobile home, or manufactured home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building whether or not that alteration affects the external dimensions of the building.

Storm Water Conveyance and Storage System means any river, stream, creek, brook, branch, flowage, ravine, or natural or artificial drainageway, lake, pond, wetland, roadway drainage, storm sewer, etc. in or into which surface or groundwater flows, either perennially or intermittently.

Stripping means any activity that removes the vegetative surface cover including tree removal, clearing, and storage or removal of topsoil.

Structure means anything erected, the use of which requires more or less permanent location on the ground or attached to something having a permanent location on the ground. A building, garage, shed, or a fence shall be considered a structure.

Subdivision means any division of land into two or more parts, including transfers of land between adjacent property owners for the purpose of ownership transfer or future development.

Substantial Damage means damage of any origin sustained by a structure whereby the cumulative percentage of damage during the life of the building equals or exceeds fifty percent (50%) of the market value of the structure before the damage occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination. The term includes "Repetitive Loss Buildings" (see definition).

Substantial Improvement means any reconstruction, rehabilitation, addition or improvement of a structure taking place during the life of the building in which the cumulative percentage of improvements equals or exceeds fifty percent (50%) of the market value of the structure before the improvement or repair is started, or increases the floor area by more than twenty percent (20%).

"Substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work done.

The term does not include:

- (1) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or
- (2) Any alteration of a structure listed on the National Register of Historic Places or the Illinois Register of Historic Places.

Traditional agricultural use means a use commonly classed as agricultural or horticultural, including forestry, crop farming, truck gardening, wholesale nursery operations, animal husbandry, the operation of any machinery or vehicles incidental to such uses, and the construction of single-family dwellings and other farm structures associated with such uses.

The term does not include uses such as grain storage and processing, feed and fertilizer manufacture and processing, farm machinery repair or sales, Concentrated Animal Feeding Operations, or other similar agri-businesses which increase the size of paved or compacted areas by more than 25,000 square feet (cumulative) causing significant or measurable increases in stormwater runoff.

Technical regulations mean the Winnebago County Surface Water Management Technical Regulations, which are adopted by the County to specify the details of compliance with the scope of this Ordinance. While this Ordinance contains these definitions and establishes county policy, administrative matters, and legal foundation, the Technical Regulations, still a public document, requires measurements, planning and execution by engineers, architects, surveyors, or other certified or qualified persons, not the general public. Technical regulations may also be more subject to amendment as better methods are documented or environmental standards grow stricter.

Tributary watershed means the entire catchment area that contributes stormwater runoff to a given point.

Vacant means land on which there are no structures or only structures which are secondary to the use or maintenance of the land itself.

Violation means the failure of a structure or other development to be fully compliant with the county's surface water management regulations. A structure or other development without the required federal, state, and/or local permits and elevation certification is presumed to be in violation until such time as the documentation is provided.

Waste means an unwanted byproduct of the developing/building process including construction-generated litter.

Wetland means areas where water covers the soil, or is present either at or near the surface of the soil all year or for varying periods of time during the year, including during the growing season. For purposes of this classification wetlands must have one or more of the following three attributes: (1) at least periodically, the land supports predominantly hydrophytes; (2) the substrate is predominantly undrained hydric soil; and (3) the substrate is nonsoil and is saturated with water or covered by shallow water at some time during the growing season of the year (US Fish & Wildlife Service).

Wet bottom stormwater storage area means a facility that contains a body of water and which accumulates excess stormwater during periods when the restricted stormwater runoff release rate is less than the stormwater inflow rate.

- (b) Words not defined in this section shall be interpreted in accordance with definitions contained in Merriam Webster Online Dictionary.

Sec. 50-249. Administration.

- (a) Administration of this article shall be the responsibility of the Administrator, who shall have authority to perform all duties enumerated in this section. The Administrator shall develop and maintain a familiarity with all state and federal laws related to floodplain management and drainage, including section 404 of the Federal Water Pollution Control Act of 1972 and

subsequent amendments thereto (33 USC 1251); and Statewide Permits issued by IDNR/OWR. The Administrator shall not issue a permit with respect to this article until clearance necessary from the respective state and federal agencies is obtained. No development or activity within an impacted area regulated by this article, shall commence in any area known or suspected to be inundated by the base flood without prior written approval from the Administrator in accordance with the requirements of this article.

- (1) Interpretation of terms and words. The words 'shall', 'will', and 'must' are mandatory, not permissive. Definitions of terms specific to this ordinance are contained in Section 50-248.
- (b) The Administrator may appoint any individuals or organizations to act in whole or part under this authority. The Administrator shall have appropriate assistance from the zoning officer, the building officer, the plats officer and officials of the county health department. These officials shall assist and cooperate with the Administrator in the administration of this article, and shall notify the Administrator regarding any official actions which may fall under the jurisdiction of this article and any suspected violations of this article.
- (c) The officials mentioned in subsection (b) of this section shall familiarize themselves with this article, with particular attention to the areas and activities regulated by this article, and shall refer all requests for permits for such activities made to their respective offices to the Administrator for approval according to this article. After November 13, 1980, no zoning clearance, building permit, or plat or subdivision approval shall be issued by the zoning officer, building official or plats officer for a development activity or land subdivision in a known or suspected base flood area until the proposed use, structure, development, subdivision or activity is approved by the Administrator. All requests for well permits, onsite waste disposal systems and onsite waste processing systems within the county shall be submitted in writing to the Administrator for review.
- (d) The Administrator shall enforce the provisions of this article, and for that purpose shall have the following additional powers and duties to:
 - (1) Require that a permit or clearance be obtained prior to any new use or improvement of land, property, or impacted area subject to the base flood, including, but not limited to, the placement of fill and landscape grading; the Administrator shall review and examine all applications for such permits to ensure compliance with the provisions of this article. This work shall include:
 - a. Comparison of the elevation of the site to the base flood elevation. Any development or land disturbing activity located on land that can be shown by survey data to be higher than the current base flood elevation and which has not been filled after the date of the site's first Flood Insurance Rate Map is not in the floodplain and therefore not subject to the requirements of this ordinance. Conversely, any development or land disturbing activity located on land shown to be below the base flood elevation and hydraulically connected, but not shown on the current Flood Insurance Rate Map, is subject to the provisions of this ordinance.
 - b. With reference to the above paragraph, maintenance of any documentation of the existing ground elevation at the development site or within the impacted area and certification that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification.
 - (2) Review each plan and determine its conformance with all provisions of this ordinance, and within thirty days after receiving the plan, and shall in writing:
 - a. approve the plan if it is found to be in conformance with the provisions of this ordinance;
 - b. approve the plan subject to such reasonable conditions as may be necessary to secure substantially the objectives of this ordinance; or

- c. disapprove the plan, indicating the deficiencies and the procedure for submitting a revised plan.

Approval shall not be issued for an intended development site or impacted area unless:

- i. The development or impacted area, including but not limited to subdivisions and planned unit development, has been approved by the County of Winnebago where applicable, or
 - ii. The proposed development or impacted area is coordinated with any overall development program previously approved by the County of Winnebago for the area in which the site is situated; and
 - iii. All relevant federal and state permits (e.g., for floodplains and wetlands) have been received for the portion of the site subject to soil disturbance.
- (3) Collect any fees which may be established by the County Board, issue permits or other certificates indicating compliance with this article and keep permanent records thereof;
 - (4) Conduct inspections of buildings, structures, lands and uses, including substantial damage determinations, as are necessary to determine compliance with this article; such inspections may be made by the building official or inspector in conjunction with normal building or construction inspections;
 - (5) Receive, file and forward as necessary all applications pertaining to this article;
 - (6) Initiate, direct and review from time to time the provisions of this article and make recommendations to the county board as necessary;
 - (7) Initiate amendments to this article as may be necessary to comply with changes in the National Flood Insurance Program or state floodplain management requirements; and cooperate with federal and state agencies to coordinate base flood data and to improve the administration of this ordinance.
 - (8) Revoke permits, certificates of compliance and post stop work orders where the provisions of this article are being violated;
 - (9) Require or conduct elevation surveys and monumentation as necessary to ensure compliance;
 - (10) Issue notices of violation when necessary and take further action as specified in this article to obtain compliance;
 - (11) Provide and maintain public information relative to all matters arising out of this article; and for that purpose, retain plans, specifications, and reports for all developments and impacted areas. Annually publish informational material advising property owners on threats, hazards and vulnerabilities;
 - (12) Issue orders preventing the occupation or use of any land, building or structure which has been constructed or modified in violation of the terms of this article;
 - (13) Issue orders to initiate and carry out corrective measures where a violation of the terms of this article has placed other properties in peril;
 - (14) Maintain records of all official actions taken under this article; and:
 - a. Provide the county board, the state department of transportation, the division of water resources, and the Federal Insurance Administration with an annual report of flood hazard area activities on forms provided by the Federal Insurance Administration.
 - b. Require and maintain records of lowest floor elevations, floodproofing certifications, variance documents and other records required by the Federal Insurance Administration.

- c. Maintain a record of the lowest floor elevations in flood hazard areas of all new structures or substantial improvements of structures constructed after November 19, 1980. These floor elevations shall be available to the public.
 - d. Maintain the records of all proceedings and actions of the board taken in connection with this article.
 - e. Notify the Federal Insurance Administration, as part of the annual report, of all variances granted.
- (15) As applicable to their jurisdiction: notify IDNR/OWR and any neighboring communities prior to any alteration or relocation of a watercourse.
- (16) Maintain the accuracy of floodplain maps including notifying IDNR/OWR and/or submitting information to FEMA within six months whenever a modification of the floodplain may change the base flood elevation or result in a change to the floodplain map.
- (17) Prohibit the storage or manufacture of materials, chemicals or other substances in floodplains, including:
- a. the placement of gas and liquid (other than water) storage tanks,
 - b. water-soluble chemicals,
 - c. materials which are buoyant,
 - d. pesticides, herbicides, and fertilizers,
 - e. radioactive materials,
 - f. grain or other storage of materials or substances which can be easily damaged by floodwaters, and
 - g. the storage of any other chemical or substance in large or small amounts which, in the judgment of the Administrator, has the potential to pollute floodwaters, impair flood flows, or increase the damage hazard to other property owners upstream or downstream.

Except that the types of storage or manufacture which are exempted are:

- i. storage or manufacture which is floodproofed to withstand a flood exceeding the base flood by one foot;
- ii. the storage of gasoline, oil and other substances necessary in the operation and maintenance of marine craft and watercraft; and
- iii. storage or manufacture existing prior to November 30, 1980, for a period of three years from November 30, 1980. Thereafter, these items shall be removed or floodproofed to withstand a flood exceeding the base flood by one foot. However, in any case where the preexisting storage or manufacture of a prohibited and not otherwise exempted substance is abandoned or ceased for a period of three consecutive months, then neither that activity nor any similar prohibited activity shall be reestablished, except in conformance with this article.

Sec. 50-250. Enforcement & Penalties.

The Administrator shall be the official primarily responsible for the enforcement of this article. The Administrator shall serve notice of a violation of this article on the owner or his authorized agent, a tenant, architect, builder, contractor or other person who commits or participates in any violation. The administrator may request the state's attorney to institute legal proceedings necessary to enforce this article or prevent or remedy any violations thereof. He/she may also request the assistance of the county sheriff's department in enforcing this article.

- (a) It shall be unlawful for any person to violate, disobey, omit, neglect, or refuse to comply with, or to resist enforcement of, any provision of this Ordinance, or variance required by this Ordinance.
- (b) It shall be unlawful under this article for any applicant or person to submit any inaccurate plans, plats or other documents to the Administrator or other office involved in the enforcement of this article.
- (c) Stop-work order; In the event any person holding an approved erosion and sediment control plan, or development permit, pursuant to this ordinance violates the terms of the approval, or carries on site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood of the development site or so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the County of Winnebago may suspend or revoke approved construction activity including, but not limited to: any and all building permits, grading activity, road construction, or other construction related activities until such time the approved erosion and sediment control plan, or conditions of the development permit are satisfactorily implemented and/or maintained.
- (d) Enforcement of violations of an approved plan and/or within any impacted area shall be by a written stop-work order issued by the County of Winnebago and delivered to the permittee or his agent or the person performing the work. The stop-work order shall be effective immediately, shall state the specific violation cited, and shall state the conditions under which work may be resumed. Failure to follow an approved erosion and sediment control plan may be just cause to permanently suspend or revoke authorized construction activity or building permit.
- (e) It shall be unlawful for the person owning or exercising control over any property, or development thereon, to permit or allow that property, or any development thereon, or any condition thereof, to violate, or remain in violation of, any provision of this Ordinance, or fail to comply with, abide by or satisfactorily complete any condition of any variance granted to, or issued for, that property or development.
- (f) It shall be unlawful for any person to continue any work on a property after having been served with a stop work order issued pursuant to Sec. 50-250 (c), except such work as that person is directed, or authorized, to perform by the Administrator necessary to remove a violation having a temporary impact or to abate an unsafe condition.
- (g) Inspection and Maintenance Authority. Pursuant to the authority granted by 55 ILCS 5/5-1104, the County may, after thirty (30) days written notice to the owner or occupant, in a non-emergency situation enter upon any lands or waters within the County for the purpose of inspecting or maintaining stormwater facilities or causing the removal of any obstruction to an affected watercourse. Such Notice to be mailed to the last known address of each owner. The cost to the enforcing authority for any and all action taken as a result of the notice, is a lien upon the property, and the enforcing authority may take all steps to make such lien of record.
- (h) The Administrator may require the person to apply for an "after-the-fact" stormwater management permit, including any and all supporting documentation required thereto, for any unpermitted, unauthorized regulated development, disturbance, or impact.
- (i) The Administrator may require the development site or impacted area to be fully restored to its condition existing prior to the violation. If it is not feasible or practical to fully restore the development site or impacted area to the condition existing prior to the violation, the Enforcement Officer may allow the development site or impacted area to be restored to a condition that increases flood storage or decreases stormwater runoff compared to the condition existing prior to the violation.
- (j) The Administrator may take other legal action including but not limited to a temporary restraining order and other preliminary or permanent injunctive relief necessary to prevent further harm or

violation and/or remedy any harm or violation that has already occurred, and if applicable require removal, correction, remediation and/or mitigation for said harm and violation. In addition to any fine or other relief, all costs and expenses, including reasonable attorney's fees incurred, may be recovered.

- (k) The Administrator may, after notice is sent to the owner(s) of the parcel(s) upon which the violation is located, record the complaint filed, the notice of violation or any stop work order against the property at the Winnebago County Recorder of Deeds Office.
- (l) No person shall construct, enlarge, alter, repair, or maintain any grading, excavation or fill, or develop in an impacted area, floodplain, drainage way, or stormwater easement, or cause the same to be done, contrary to or in violation of any terms of the ordinance, recorded plat of survey, or recorded subdivision plat. If necessary, the performance bond filed by the applicant may be forfeited to the County of Winnebago to cover the cost of repairs. Any person violating any of the Erosion and Sediment Control provisions of this ordinance shall not be awarded a Certificate of Occupancy from the County until violations have been corrected.
- (m) With respect to floodplain violations, the county shall record a notice of violation on the title of the property; and the Administrator shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.
- (n) Penalty. Failure to comply with any of the requirements of this article shall constitute a petty offense, and any person, upon conviction thereof, shall be fined not less than \$25.00 nor more than \$500.00 for each offense. Each day the violation continues shall be considered a separate and distinct offense for which the violator may be subject to the penalties of this section.

Sec. 50-251. Disclaimer of liability.

The degree of protection required by this ordinance is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes. This ordinance does not imply that development either inside or outside of the floodplain will be free from flooding or damage. This ordinance does not create liability on the part of the county or any officer or employee thereof for any flood damage that results from proper reliance on this ordinance or any administrative decision made lawfully thereunder.

Sec. 50-252. Applicability and Severability.

When this article imposes a greater restriction than those imposed or required by the provisions of existing ordinances or rules and regulations, this article shall control. When the provisions of existing ordinances or rules and regulations impose greater restrictions than those imposed or required by this article, they shall control.

The provisions and sections of this ordinance shall be deemed to be separable, and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

Sec. 50-253. Administrative Review Act.

The Administrative Review Act, 735 ILCS 53-101 et seq., shall not be applicable to this article.

Sec. 50-254. General requirements.

In general, all land disturbing activity and development located within the county and without any city, village or incorporated town are regulated in accordance with Section 50-247, Purpose and Scope of this Article, with particular note of definitions, exceptions, and the adoption of Technical Regulations,

which govern specifics of compliance. No land disturbing activity or development may be sanctioned by issuance of building permits, recording of subdivision or plats of land, or otherwise officially authorized without meeting the approval of the Administrator. Also, generally:

- (a) Interpretation. This Ordinance shall be liberally construed to protect the health, welfare, safety, and the environment of the residents of the County and to effectuate the purposes of this Ordinance and the enabling legislation.
 - (1) Nothing contained in this Ordinance shall be deemed to consent to, license, permit to locate, construct, or maintain any structure, site, facility or operation, or to carry on any trade, industry, occupation, or activity.
 - (2) Interpretation of technical provisions of this Ordinance shall be made by the Administrator.
- (b) Any land disturbing activity and development shall be regulated in accordance with the base flood standard, which is indicated in the definition of *Floodplain* in Section 50-248. Base Flood elevations shall be in accordance with the FIS, or FIRM; or, if in dispute, the applicant shall provide better data and submit it to the FEMA and IDNR/OWR for approval prior to any development of the site. If data is needed beyond the scope of the FIS, the applicant shall provide engineering analysis acceptable to the Administrator. In floodplains within the county, no person, property owner, builder or contractor shall commence any of the activities listed in this subsection in any known or suspected flood hazard area without prior clearance and written approval from the Administrator or his delegate:
 - (1) Construction of new structures of any type;
 - (2) Substantial improvement of existing structures;
 - (3) Any improvement to existing structures in a floodway;
 - (4) Placement of mobile homes;
 - (5) Placement or storage of chemicals, substances, debris or other materials;
 - (6) Design and construction of any type of planned development as designed;
 - (7) Construction, expansion, repair or reconstruction of a mobile home park;
 - (8) Landscape disturbing activities;
 - (9) Watercourse modifications on any stream, tributary or drainageway regardless of contributing watershed size;
 - (10) Any subdivision or redivision of land, including transfers between adjacent property owners, regardless of the size or acreage of the property;
 - (11) Placement or replacement of wells, water supply systems, sanitary sewer facilities, and onsite waste disposal or processing systems; and
 - (12) Land disturbing activity that results in:
 - a. Unreasonable new or additional expense to any person other than the applicant for flood protection or for lost environmental stream uses and functions attributable to the activity;
 - b. Unreasonable increase in elevations or decrease flood conveyance capacity upstream or downstream of the area;
 - c. Violate any provision of this Ordinance either during or after construction; and
 - d. Unreasonably or unnecessarily degrades surface or ground water quality.
- (c) Within all areas designated as base flood hazard areas and within all areas known or reasonably suspected to be subject to the base flood, the Administrator shall require from applicant's information sufficient to ensure compliance with this article.
- (d) For purposes of this article, changes in flood elevations or changes in discharges, within the limits of modeling tolerance allowed in this Ordinance shall be deemed acceptable.

(e) For Erosion and Sediment Control:

Except as otherwise provided in this ordinance, no person shall commence or perform any land disturbing activity, including but not limited to clearing, grading, stripping, excavating, or filling of land which meets the following provisions without having first obtained approval for a complete set of Engineering Drawings, including a detailed erosion and sediment control plan to the County of Winnebago for review by the Engineer.

The management practices, controls, and other provisions contained in the erosion and sediment control plan must be at least as protective as the requirements contained in the *Illinois Urban Manual-A Technical Manual for Urban Ecosystem Protection Enhancement*, as amended, prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service.

If the applicant is required to comply with the requirements of a Phase II, NPDES permit, submittal of a copy of the Notice of Intent (NOI), copy of the Illinois Department of Natural Resources Consultation Agency Action Report, and the approved Storm Water Pollution Prevention Plan (SWPPP) to the Administrator, a minimum of 30 calendar days before the planned commencement of construction will be accepted in lieu of an Erosion and Sediment Control Plan. This requirement shall contain the following requested in this Ordinance.

- (1) Any land disturbing activity (i.e., clearing, grading, stripping, excavation, fill, offsite borrow areas, or any combination thereof) that will affect an area greater than or equal to one acre;
- (2) Any land disturbing activity that may discharge soil and erosion into any storm water conveyance system;
- (3) The County of Winnebago reserves the right to require any non-agricultural, construction development activity, or land disturbing activity regardless of area or type of activity, to comply with this Ordinance if it is determined to be causing or contributing to existing or potential new erosion of soil or otherwise impacting the performance of an existing storm water conveyance system.

Exceptions are listed in Sec. 50-247(b)(1)a.

(f) For building protection:

Within the boundary of the regulatory floodplain, all usable space in new buildings, or added to existing buildings, shall either be elevated, floodproofed, or otherwise protected such that the lowest entry shall be at least one foot above the nearest base flood elevation to prevent the entry of surface stormwater. Floodproofing devices shall be operational without human intervention. If electricity is required for protection against flood damage, there shall be a backup power source which will activate without human intervention. Floodproofing measures shall be certified by a Professional Engineer.

All usable space in new buildings or added to existing buildings, shall be elevated, floodproofed, or otherwise protected to at least one foot above the design elevation to prevent the entry of surface stormwater.

For all other building protection standards please refer to the Technical Regulations related to this ordinance.

Sec. 50-255. Permits required.

The following are general, typically minimum requirements. Requirements for meeting specific aspects of floodplain, stormwater detention, construction site erosion and sediment controls, and post construction runoff controls are given in the Technical Requirements. It is the intent, as far as possible, to combine applications and documentation of compliance, including a single site development and erosion control plan showing floodplains, and temporary and permanent erosion control measures.

- (a) *Required.* A surface water management permit shall be required before beginning or continuing any land disturbing activity or development if such activity is subject to any of the provisions of this article.
- (b) *Phasing.* In order to preclude inappropriate phasing of development to circumvent the intent of this Ordinance, the requirements of this Ordinance shall apply to all regulated development within the contiguous property, unless waived by the Administrator
- (c) *Forms; fee; contents of application.* Application to the Administrator for a surface water management permit shall be made by the owner, or his authorized agent, on forms provided by the Administrator, and shall be accompanied by a fee according to a schedule established by the County Board.
 - (1) The permit application shall contain, at minimum:
 - a. The name of the owner;
 - b. The location and description of the development;
 - c. A statement by the applicant that he understands his obligations under this article; and
 - d. The signature of the applicant.
 - (2) When the proposed land disturbing activity or development is classified as Major (see Definitions) in extent, including, but not limited to, land subdivisions or planned developments; commercial, industrial or institutional sites; or construction or substantial improvement in a flood hazard area, the Administrator shall, in addition, where applicable, require the following:
 - a. Prior review of preliminary plans and tentative plats;
 - b. An estimated cost of project or improvements prepared by a licensed engineer architect or contractor; and a bond, letter of credit, certified check or other such suitable guarantee to ensure the completion of any facilities required by this article;
 - c. A plan for the responsibility of maintaining drainage ditches, stormwater storage areas, erosion and sediment control measures, and other facilities required in this section.
 - i. Acceptable plans for maintenance shall specify which persons shall have the following responsibilities: Construction, on-site, and permanent function maintenance.
 - ii. Acceptance plans for maintenance may include the following:
 - (a) Agreements with units of local government or school districts; and
 - (b) Agreements with individual property owners or property owners' association, provided that the face of any final plat makes reference to the agreement and that a restrictive covenant running with the land be imposed on all affected property; and
 - d. Information showing how the land disturbing activity or development will comply with the general intent and technical requirements of this article, such as:
 - i. A site development plan; which shall include, as a minimum:
 - (a) a scaled drawing of the site, showing property lines and existing and proposed grade elevations or contours,
 - (b) the location of all existing buildings and proposed additions or new buildings with the elevation of the lowest floor (including basement) of such proposals within flood hazard areas.

- ii. Any supplemental information necessary for the Administrator to evaluate the site's compliance with the requirements of this article; and
- iii. An estimated schedule of development phases.

(d) Terms and Extensions.

- (1) The term of surface water management permit shall be from the issue date to the expiration date, as follows:
 - a. The lesser of 2 years or the term of the building permit for Minor developments and public road improvements.
 - b. The lesser of 3 years or the term of the building permit for Major developments.
 - c. The lesser of 10 years or the term of the special use permit for Mining Development.
- (2) A permit extension may be requested in writing by the applicant if the land disturbing activity is not completed within the term of the surface water management permit. The Administrator may extend the permit for the time periods listed below. Permit extension requests may not be made prior to 90 days of the permit expiration date.
 - a. The permit term for Minor Developments, Public Road Developments may be extended for 6 months at a time.
 - b. The permit term for Major Developments and Mining Developments may be extended for 12 months at a time.
- (3) The Administrator may amend or add special conditions to the permit at the time of the extension, such as updating the terms of a performance guarantee by revising the estimated cost to complete construction.
- (4) A surface water management permit shall be terminated without the possibility of an extension if the actual start of construction is not commenced within 180 days after the issue date of the surface water management permit and if any activity related to a building authorized by the surface water management permit is not in compliance with the most recent version of:
 - a. The FIS;
 - b. The FIRM;
 - c. The NFIP regulations; and
 - d. The Flood Hazard Areas Performance Standards of this Ordinance.
- (5) A stormwater management permit may be terminated during its term or a permit extension may be denied for reasons including, but not limited to:
 - a. Noncompliance with any condition of the permit;
 - b. The applicant's failure to disclose fully all relevant facts in the application process or the applicant's misrepresentation of any relevant facts at any time;
 - c. The regulated development is not commenced within 2 years after the issue date of the surface water management permit;
 - d. The regulated development is suspended or abandoned for a period of 6 months after commencing the land disturbing activity.

(e) Permit Conditions.

- (1) Special Conditions may be added to a permit by the Administrator to clarify the purpose or authorization granted by the surface water management permit. Special conditions may also specify other restrictions and constraints of the land disturbing activity.

- (2) Development plans bearing the approval stamp of the Administrator shall be retained at the development site throughout the duration of construction activities.
- (3) A deed or plat restriction required as part of a surface water management permit shall not be modified without the approval of the Administrator.

Sec. 50-256. Surface Water Management Fee Schedule.

Unless otherwise waived pursuant to Sec. 50-247 (2) a. of this Ordinance, all applications for permits pursuant to this Ordinance shall be accompanied by fees set forth in the 'Surface Water Management Fee Schedule' attached to this Ordinance as Appendix 1. Said fees may be amended from time to time by the Winnebago County Board by amending this Ordinance. The County Engineer may, at the County Engineer's discretion, waive any fees imposed by this Article IV. Of Chapter 50 of the Winnebago County code if the fees are for a permit application by another state or municipal agency within the County of Winnebago, Illinois. A copy of Appendix 1 is available at the Winnebago County Highway Department, 424 North Springfield Avenue, Rockford, Illinois, 61101.

Sec. 50-257, and 50-258. Reserved.

Sec. 50-259. Variances.

Whenever the standards of this ordinance place undue hardship on a specific development proposal, the applicant may apply to the County Board for a variance. The Administrator shall review the applicant's request for a variance and shall submit his recommendation to the County Board. The County Board may attach such conditions to granting of a variance as it deems necessary to further the intent of this ordinance.

- (a) A public hearing is required for a variance petition that affects adjoining properties or has the potential to affect adjoining properties, as determined by the Administrator.
 - (1) Application requirements
 - a. Name and address of petitioner and professional consultants, if any
 - b. Legal description and PIN of subject parcel
 - c. Description of impacted area
 - d. Identification of each Ordinance provision for which a variance is requested, including plans and calculations,
 - e. Supporting documentation deemed necessary by the Administrator.
- (b) No variance shall be granted unless the applicant demonstrates that all of the following standards are met:
 - (1) If within a floodplain, the development activity cannot be located outside the floodplain.
 - (2) An exceptional hardship would result if the variance were not granted.
 - (3) The relief requested is the minimum necessary.
 - (4) There will be no additional threat to public health, public safety, destruction of beneficial stream uses and functions including, aquatic habitat, causation of fraud on or victimization of the public, conflict with existing local laws or ordinances, or creation of a nuisance.
 - (5) There will be no additional public expense for flood protection, rescue or relief operations, policing, lost environmental stream uses and functions, repairs to streambeds and banks, or repairs to roads, utilities, or other public facilities.
 - (6) The circumstances of the property are unique and do not establish a pattern inconsistent with the intent of these regulations, NPDES, or NFIP.

- (7) Good and sufficient cause has been shown that the unique characteristics of the size, configuration, or topography of the site renders the requirements of this ordinance inappropriate.
- (8) All other state and federal permits have been obtained.
- (c) If the requirements of the building protections standards of Section 207 of the Technical Regulations would lessen the degree of protection to a building, the Administrator shall notify an applicant in writing that a variance will:
 - (1) Result in increased premium rates for flood insurance up to twenty-five dollars (\$25) per one hundred dollars (\$100) of insurance coverage;
 - (2) increase the risk to life and property, and
 - (3) require that the applicant proceed with knowledge of these risks and that the applicant acknowledge in writing the assumption of the risk and liability.
- (d) Variances to the building protection requirements of Section 207 of the Technical Regulations which are requested in connection with reconstruction, repair, or alteration of a historic site or historic structure as defined in "Historic Structures", may be granted using criteria more permissive than the requirements of Sections 206 and 207 of this Ordinance subject to the conditions that:
 - (1) The repair or rehabilitation is the minimum necessary to preserve the historic character and design of the structure.
 - (2) The repair or rehabilitation will not result in the structure being removed as a certified historic structure.

Secs. 50-260--50-280. Reserved.

END OF ORDINANCE

{The following sections 100 through 900 were adopted May 23, 2006, by the Winnebago County Board as part of the Amendment to Article IV Surface Water Management, of the County Code.}

**Winnebago County
Surface Water Management
Technical Regulations**

- 100 . . Introduction
- 200 . . Floodplain Regulations
- 300 . . Stormwater Detention Regulations
- 400 . . Post Construction Runoff Quantity Controls
- 500 . . Reserved
- 600 . . Construction Site Erosion and Sediment Control
- 700 . . Post Construction Runoff Quality Controls
- 800 . . Reserved
- 900 . . Reserved
- 1000 . Surface Water Management Guidance

100 . Introduction

The Surface Water Management Ordinance establishes the policies and objectives adopted by the Winnebago County Board for surface water management. The Ordinance also includes a common location, Section 50-248, of definitions, and other sections covering administrative procedures and legal foundation. These Surface Water Technical Regulations further define much of the specific criteria by which plans and implementations shall be judged to meet the policies and objectives. They, too, are adopted by the Winnebago County Board, except that Section 1000 and beyond is for Guidance that may be established, and revised as appropriate, by the Administrator. (See Sec. 1000 for refinement.)

200 . Floodplain Regulations

- 201 . Introduction
- 202 to 205 . Blank
- 206 . Section 6. Preventing Increased Flood Heights and Resulting Damages
- 207 . Section 7. Protecting Buildings
- 208 . Section 8. Subdivision Requirements
- 209 . Section 9. Public Health and Other Standards
- 210 . Section 10. Carrying Capacity and Notification

201 . Introduction

These Regulations are taken directly from the **Illinois Sample Flood Damage Prevention Ordinance (IDNR/OWR, as amended)**, sections 6 thru 10. Those who are familiar with this model ordinance will have little difficulty in navigating the section numbers for citation--though should note some qualifications for section 6. The standard definitions of Section 2 of the model ordinance are incorporated, as amended in sec. 50-248 of the Surface Water Management Ordinance. Similarly, that ordinance also contains the policy statements, administrative assignments, and legal framework that are partially unique to each jurisdiction, while maintaining the required minimum standards of 44 CFR 60.3(d).

206 . Section 6. Preventing Increased Flood Heights and Resulting Damages

Within any floodway identified on the countywide Flood Insurance Rate Map (FIRM), and within all other floodplains where a floodway has not been delineated, the following standards shall apply:

- A. Except as provided in Section 6(B) of this regulation, no development shall be allowed which, acting in combination with existing and anticipated development will cause any increase in flood heights or velocities or threat to public health and safety. The following specific development activities shall be considered as meeting this requirement:
1. Bridge and culvert crossings of streams in rural areas meeting the following conditions of the Illinois Department of Natural Resources, Office of Water Resources Statewide Permit Number 2:
 - a. The crossing shall be designed such that it will not result in an increase in water surface profile elevation in excess of 1.0 feet over the natural condition for any frequency flow up to and including the 100-year frequency flood; and
 - b. The crossing shall be designed such that it will not result in an increase in water surface profile elevation in excess of one half (0.5) feet over the natural condition at a point one thousand (1,000) feet upstream of the proposed structure (as determined by the horizontal projection of the maximum created head and the slope of the hydraulic grade line) for any frequency flood up to and including the 100-year frequency flood; and
 - c. There are no buildings or structures in the area impacted by the increases in water surface profile.
 - d. For a replacement culvert or bridge crossing:
 - i. The crossing shall be designed so that there will be no increase in backwater over the existing conditions, or
 - ii. The crossing shall be designed so that it complies with the water surface profile increases listed in a., b., and c.; and
 - iii. A registered professional engineer shall determine and document that the existing structure has not been the cause of demonstrable flood damage. Such documentation shall include, at a minimum, confirmation that:
 - No buildings or structures have been impacted by the backwater induced by the existing crossing; and
 - There is no record of complaints of flood damages associated with the existing crossing.
 - e. The proposed bridge or culvert crossing, whether new or replacement, must not involve straightening, enlargement, or relocation of the existing channel of the river or stream. The excavation of the channel and/or overbank necessary for the effective hydraulic performance of the culvert or bridge or removal of debris from the river or stream is not considered straightening, enlargement or relocation. Any excavation of the overbank incorporated into the design of the bridge or culvert crossing to meet the terms of 1 a-d., must include appropriate vertical and horizontal transitions. Furthermore, the bottom elevation of the overbank excavation must not be below one-half the channel depth of the stream. This depth shall be calculated at an existing cross-section of the stream within the general vicinity of the culvert or bridge which has been unaffected by man-made obstructions.

- f. The design must be certified by a registered professional engineer in the State of Illinois to have been designed by standard hydrologic and hydraulic engineering methods and to be in compliance with the terms and conditions of the IDNR/OWR Permit and the applicable rule of the Department; and
 - g. The design must be certified by a second registered professional engineer in the State of Illinois to have been reviewed and found to be in compliance with terms and conditions of the IDNR/OWR Permit.
 - h. The permittee shall maintain, for each project authorized by this permit, the records necessary to document compliance with the above conditions.
- 2. Barge fleeting facilities meeting the following conditions of IDNR/OWR Statewide Permit Number 3:
 - a. The permit is only applicable when deadmen, pier cells, or other similar anchorage devices have been permitted by the U.S. Army Corps of Engineers.
- 3. Aerial utility crossings meeting the following conditions of IDNR/OWR Statewide Permit Number 4:
 - a. The utility line must be constructed above the existing 100-year flood elevation or attached to an existing bridge (with the bridge owner's permission).
 - b. A utility line attached to an existing bridge shall be constructed above the low cord elevation of the bridge.
 - c. No supporting towers or poles shall be located in a river, lake or stream.
 - d. Supporting towers including foundations, and poles shall be designed and located so as to not cause or create an obstruction of flood flows by trapping debris.
 - e. All disturbed areas shall be returned to pre-construction grades and immediately re-vegetated.
 - f. All Illinois Commerce Commission, National Electrical Safety Code, and federal requirements must be met.
- 4. Minor boat docks meeting the following conditions of IDNR/OWR Statewide Permit Number 5:
 - a. The boat dock must not project more than fifty (50) feet into a waterway and in no instance greater than one quarter ($\frac{1}{4}$) of the width of the waterway, and shall not extend beyond the navigation limits established by the Department of Natural Resources and the Corps of Engineers.
 - b. The width of the boat dock shall not be greater than ten (10) feet.
 - c. For L-Shaped or T-shaped docks, the length of that portion parallel to the shoreline must not exceed fifty percent (50%) of the landowner's shoreline frontage, nor fifty (50) feet.
 - d. Docks must be aligned so as not to cross the projection of property lines into the waterway or come within ten (10) feet of the projection of the property line.
 - e. Dock posts must be marked by reflective devices.
 - f. The boat dock must be securely anchored to prevent detachment and becoming a floating hazard during times of high water or winds.
 - g. Metal drums or containers may not be used as buoyancy units unless they are filled with floatation foam. Containers which previously stored pesticides, herbicides, or any other toxic chemicals are not permissible.
 - h. This permit does not authorize any other related construction activity such as shore protection or fill.

- i. Non-floating boat docks must be constructed in a manner which will minimize obstruction to flow.
 - j. If at any future date the Department of Natural Resources or the Corps of Engineers determines that the dock facility obstructs or impairs navigation, or in any way infringes on the rights or interests of the public or any individual party, the permittee agrees to make necessary modifications to the dock as determined by the Department of Natural Resources or the Corps of Engineers.
- 5. Minor, non-obstructive activities such as underground utility lines, light poles, sign posts, driveways, athletic fields, patios, playground equipment, minor storage buildings not exceeding 70 square feet and raising buildings on the same footprint which does not involve fill and any other activity meeting the conditions of IDNR/OWR Statewide Permit Number 6:
 - a. The following activities (not involving fill or positive change in grade) are covered by this permit:
 - i. The construction of underground utility lines not crossing a lake or stream, wells, and septic tanks.
 - ii. The construction of light poles, sign posts, and similar structures.
 - iii. The construction of sidewalks, driveways, athletic fields (excluding fences), patios, and similar surfaces which are built at grade.
 - iv. The construction of properly anchored, unwalled, open structures such as playground equipment, pavilions, and carports.
 - v. The placement of properly anchored buildings not exceeding seventy (70) square feet in size, nor ten (10) square feet in any dimension (e.g. animal shelters and tool sheds). Only one such building on a property shall be authorized by this permit. If such a building already exists on a property, this permit does not authorize any additional building.
 - vi. The raising of existing buildings, provided no changes are made to the outside dimensions of the building and provided the proposed raising would not involve the placement of fill to accomplish the raising. The backfilling of an existing basement is permissible.
 - vii. This permit does not authorize any construction in the normal channel, i.e. below the usual overtopping or flooding elevation, of any river, lake, or stream.
 - viii. In the event the placement of fill material is necessary to accomplish the purpose of the project, the normal application for permit process must be followed or plans may be submitted to the IDNR/OWR for an initial review and an appropriate determination as to whether or not this statewide permit is applicable to the project. This permit does not authorize the placement of any fill material (except for the backfilling of an existing basement as indicated previously) or positive change in grade in the floodway in conjunction with any of the activities noted in 1. through 6.
 - ix. If there is any question of the permissibility of any activity under this permit, the IDNR/OWR shall be contacted for a determination.
- 6. Outfall Structures and drainage ditch outlets meeting the following conditions of IDNR/OWR Statewide Permit Number 7:
 - a. Any outfall structure, including any headwall or end-section, shall not extend riverward or lakeward of the existing adjacent natural bank slope or adjacent bank protection.

- b. The velocity of the discharge shall not exceed the scour velocity of the channel soil, unless channel erosion would be prevented by the use of riprap or other design measures.
 - c. Outlets from drainage ditches shall not be opened to a stream until the ditch is vegetated or otherwise stabilized to minimize stream sedimentation.
 - d. Disturbance of streamside vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas, including the stream banks, shall be restored to their original contours and seeded or otherwise stabilized upon completion of construction.
7. Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit Number 8:
- a. In all cases, the crossing shall be placed beneath the bed of the river, lake or stream and, unless the crossing is encased in concrete or entrenched in bedrock, a minimum of three (3) feet of cover shall be provided. The river, lake or stream bed shall be returned to its original condition.
 - b. Disturbance of streamside vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas, including stream banks, shall be restored to their original contours and seeded or otherwise stabilized upon completion of construction.
 - c. Any utility crossing carrying material which may cause water pollution, as defined by the Environmental Protection Act (415 ILCS 5, 1996 State Bar Edition), shall be provided with shut-off valves on each side of the body of water to be crossed.
 - d. If blasting is to be utilized in the construction of the crossing, the Permittee shall notify the Illinois Department of Natural Resources, Office of Resource Conservation at least ten (10) days prior to the blasting date to allow monitoring of any related fish kills.
8. Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit Number 9:
- a. Only the following materials may be utilized in urban areas: stone and concrete riprap, steel sheet piling, cellular blocks, fabric-formed concrete, gabion baskets, rock and wire mattresses, sand/cement filled bags, geotechnical fabric materials, natural vegetation and treated timber. Urban areas are defined as: areas of the State where residential, commercial, or industrial development currently exists or, based on land use plans or controls, is expected to occur within ten (10) years. (The Department should be consulted if there is a question of whether or not an area is considered urban).
 - b. In addition to the materials listed in the above condition, other materials (e.g., tire revetments) may be utilized in rural areas provided all other conditions of this permit are met.
 - c. The following materials shall **not** be used in any case: auto bodies, garbage of debris, scrap lumber, metal refuse, roofing materials, asphalt or other bituminous materials, or any material which would cause water pollution as defined by the Environmental Protection Act (415 ILCS 5).
 - d. The affected length of shoreline, stream bank, or channel to be protected shall not exceed, either singularly or cumulatively, one thousand (1000) feet.
 - e. All material utilized shall be properly sized or anchored to resist anticipated forces of current and wave action.

- f. Materials shall be placed in a way which would not cause erosion, or the accumulation of debris, on properties adjacent to or opposite the project.
- g. Materials shall not be placed higher than the existing top of the bank.
- h. Materials shall be placed so that the modified bank full-width and cross-sectional area of the channel will conform to or be no more restrictive than that of the natural channel upstream and downstream of the site.

For projects involving continuous placement of riprap along the bank, toe of the bank or other similar applications, in no case shall the cross-sectional area of the natural channel be reduced by more than ten percent (10%) nor the volume of material placed exceed two (2) cubic yards per lineal foot of the stream bank or shoreline. The bank may be graded to obtain a flatter slope and to lessen the quantity of material required.

- i. If broken concrete is used, all protruding materials such as reinforcing rods shall be cut flush with the surface of the concrete and removed from the construction area.
- j. Disturbance of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed areas shall be seeded or otherwise stabilized upon completion of construction.
- k. In the case of seawalls and gabion structures on lakes, the structure shall be constructed at or landward of the water line as determined by the normal pool elevation, unless:
 - i. It is constructed in alignment with an existing seawall(s) or gabion structure(s), and
 - ii. the volume of material placed, including the structure, would not exceed two (2) cubic yards per lineal foot.
- l. Excess material excavated during the construction of the bank or shoreline protection shall be placed in accordance with local, state, and federal laws and rules, shall not be placed in a floodway.

The usual types of projects which provide bank or shoreline stabilization include: riprap or other materials placed along the eroded length of the bank or shoreline, riprap or other materials placed at regular intervals into the stream from the eroded bank (bendway weirs, dikes, jetties), riprap placed along the toes of the bank (toepoints), and riprap keyed into the bank at regular intervals along the stream (hard points). Other similar construction activities, although not specifically listed above, may comply with the intent of the Statewide Permit and, therefore, may be authorized by the permit. For those projects not specifically listed, however, plans must be submitted to the Illinois Department of Natural Resources, Office of Water Resources for review and an appropriate determination.

- 9. Accessory structures and additions to existing residential buildings meeting the conditions of IDNR/OWR Statewide Permit Number 10:
 - a. The accessory structure or building addition must comply with the requirements of the local floodplain ordinance.
 - b. The principal structure to which the project is being added must have been in existence on the effective date of this permit (July 25, 1988).
 - c. The accessory structure or addition must not exceed five hundred (500) square feet in size and must not deflect floodwaters onto another property.
 - d. The accessory structure or addition must not involve the placement of any fill material.

- e. No construction shall be undertaken in, or within fifty (50) feet of the bank of, the stream channel.
 - f. The accessory structure or addition must be properly anchored to prevent its movement during flood conditions.
 - g. Only one accessory structure or addition to an existing structure shall be authorized by this permit; plans for any subsequent addition must be submitted to IDNR/OWR for review.
 - h. Disturbances of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas shall be seeded or otherwise stabilized upon completion of construction.
10. Minor maintenance dredging activities meeting the following conditions of IDNR/OWR Statewide Permit Number 11:
- a. The affected length of the stream shall not, either singularly or cumulatively, exceed one thousand (1000) feet.
 - b. The project shall not include the construction of any new channel; all work must be confined to the existing channel or to reestablishing flows in the natural stream channel, and
 - c. the cross-sectional area of the dredged channel shall conform to that of the natural channel upstream and downstream of the site.
 - d. Dredged or spoil material shall not be disposed of in a wetland and shall be either:
 - i. Removed from the floodway;
 - ii. Used to stabilize an existing bank provided no materials would be placed higher than the existing top of bank and provided the cross-sectional area of the natural channel would not be reduced by more than ten percent (10%), nor the volume of material placed exceed two (2) cubic yards per lineal foot of streambank;
 - iii. Used to fill an existing washed out or scoured floodplain area such that the average natural floodplain elevation is not increased;
 - iv. Used to stabilize an existing levee provided the height of the levee would not be increased nor its alignment changed;
 - v. Placed in a disposal site previously approved by the Department in accordance with the conditions of the approval, or
 - vi. Used for beach nourishment, provided the material meets all applicable water quality standards.
 - e. Disturbance of streamside vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed floodway areas, including the stream banks, shall be seeded or otherwise stabilized upon completion of construction.
11. Bridge and culvert replacement structures and bridge widening meeting the following conditions of IDNR/OWR statewide Permit Number 12:
- a. A registered professional engineer shall determine and document that the existing structure has not been the cause of demonstrable flood damage. Such documentation shall include, at a minimum, confirmation that:
 - i. No buildings or structures have been impacted by the backwater induced by the existing structure, and
 - ii. there is no record of complaints of flood damages associated with the existing structure.

- b. A registered professional engineer shall determine that the new structure will provide the same or greater effective waterway opening as the existing structure. For bridge widening projects, the existing piers and the proposed pier extensions must be in line with the direction of the approaching flow upstream of the bridge.
 - c. The project shall not include any appreciable raising of the approach roads. (This condition does not apply if all points on the approaches exist at an elevation equal to or higher than the 100-year frequency flood headwater elevation as determined by a FEMA flood insurance study completed or approved by IDNR/OWR).
 - d. The project shall not involve the straightening, enlargement or relocation of the existing channel of the river or stream except as permitted by the Department's Statewide Permit Number 9 (Minor Shoreline, Channel and Streambank Protection Activities) or Statewide Permit Number 11 (Minor Maintenance Dredging Activities).
 - e. The permittee shall maintain records of projects authorized by this permit necessary to document compliance with the above conditions.
12. Temporary construction activities meeting the following conditions of IDNR/OWR statewide Permit Number 13:
- a. No temporary construction activity shall be commenced until the individual permittee determines that the permanent structure (if any) for which the work is being performed has received all required federal, state and local authorizations.
 - b. The term "temporary" shall mean not more than one construction season; all temporary construction materials must be removed from the stream and floodway within one year of their placement and the area returned to the conditions existing prior to the beginning of construction. Any desired subsequent or repetitive material placement shall not occur without the review and approval of the Office of Water Resources.
 - c. The temporary project shall be constructed such that it will not cause erosion or damage due to increases in water surface profiles to adjacent properties. For locations where there are structures in the upstream floodplain, the temporary project shall be constructed such that all water surface profile increases, due to the temporary project, are contained within the channel banks.
 - d. This permit does not authorize the placement or construction of any solid embankment or wall such as a dam, roadway, levee, or dike across any channel or floodway.
 - e. No temporary structure shall be placed within any river or stream channel until a registered professional engineer determines and documents that the temporary structure will meet the requirements of Special Condition Number 3 of this statewide permit. Such documentation shall include, at a minimum, confirmation that no buildings or structures will be impacted by the backwater induced by the temporary structure.
 - f. The permittee shall maintain records of projects authorized by this permit necessary to document compliance with the above condition.
 - g. Disturbance of vegetation shall be kept to a minimum during construction to prevent erosion and sedimentation. All disturbed areas shall be seeded or otherwise stabilized upon completion of the removal of the temporary construction.
 - h. Materials used for the project shall not cause water pollution as defined by the Environmental Protection Act (415 ILCS 5).
13. Special uses of public waters activities shall meet the following conditions of IDNR/OWR statewide Permit Number 14:

- a. The activity must be sanctioned and authorized by the local governmental body having jurisdiction over the area within which the use is proposed to occur.
 - b. If the activity requires any other state or federal (e.g., U. S. Army Corps of Engineers or U. S. Coast Guard) authorization, such authorization(s) must be obtained prior to the commencement of the activity. NOTE: Depending on the nature of the special use, additional authorization may be required from the Illinois Department of Natural Resources. For example, certain boat regattas must be approved by the Office of Law Enforcement.
 - c. No use or activity shall be considered authorized by this permit in excess of seven consecutive days.
 - d. No use or activity shall be considered authorized by this permit in excess of two times in any one-year period.
 - e. If at any time the Department of Natural Resources determines that the activity obstructs or impairs navigation, or unnecessarily infringes on the rights or interests of the public or any individual party, the permittee agrees to modify the activity as directed by the Department of Natural Resources.
 - f. No signs, ropes, etc. used in conjunction with the special use shall be placed or left in any public water area in a way which would create or result in a hazard to boating traffic. All such apparatus shall be removed from the water immediately upon conclusion of the event.
14. Any Development determined by IDNR/OWR to be located entirely within a flood fringe area shall be exempt from State Floodway permit requirements.
- B. Other development activities not listed in 6(A) may be permitted only if:
1. permit has been issued for the work in an IDNR/OWR Jurisdictional Streams by IDNR/OWR (or written documentation is provided that an IDNR/OWR permit is not required), or
 2. sufficient data has been provided to FEMA when necessary, and approval obtained from FEMA for a revision of the regulatory map and base flood elevation (BFE).

207 . Section 7. Protecting Buildings

- A. In addition to the damage prevention requirements of 206 Section 6 of this regulation, all buildings located in the floodplain shall be protected from flood damage below the flood protection elevation (FPE). This building protection requirement applies to the following situations:
1. Construction or placement of a new building or alteration or addition to an existing building valued at more than one thousand dollars (\$1,000) or seventy (70) square feet.
 2. Value of improvements equals or exceeds the market value by fifty percent (50%) or structural alterations made to an existing building that increase the floor area by more than twenty percent (20%). Improvements shall be figured cumulatively during the life of the building. If substantially improved, the existing structure and the addition must meet the flood protection standards of this section.
 3. Repairs made to a substantially damaged building. These repairs shall be figured cumulatively during the life of the building. If substantially damaged the entire structure must meet the flood protection standards of this section within 24 months of the date the damage occurred.
 4. Installing a manufactured home on a new site or a new manufactured home on an existing site.

5. Installing a travel trailer or recreational vehicle on a site for more than one hundred eighty (180) days per year.
 6. Repetitive loss to an existing building as defined in Section 2.
 7. Construction or placement of a new building or alteration or addition to an existing building with the low floor below BFE following a LOMR-F in accordance with the conditions outlined in Section 9 E.
- B. Residential or non-residential buildings can meet the building protection requirements by one of the following methods:
1. The building may be constructed on permanent land fill in with the lowest floor including basement at or above the FPE accordance with the following conditions:
 - a. The lowest floor (including basement) shall be at or above the flood protection elevation.
 - b. The fill shall be placed in layers no greater than six inches before compaction and should extend at least twenty (20) feet beyond the foundation before sloping below the flood protection elevation in lieu of a geotechnical report.
 - c. The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or other structural measure.
 - d. The fill shall be composed of rock or soil and not incorporated debris or refuse material.
 - e. The fill shall not adversely affect the flow of surface drainage from or onto neighboring properties and when necessary, stormwater management techniques such as swales or basins shall be incorporated.
 2. The building may be elevated on solid walls in accordance with the following:
 - a. The building or improvements shall be elevated on stilts, piles, walls, crawlspace, or other foundation that is permanently open to flood waters.
 - b. All components located below the flood protection elevation shall be constructed of materials resistant to flood damage.
 - c. The lowest floor and all electrical, heating, ventilating, plumbing, and air conditioning equipment and utility meters shall be located at or above the flood protection elevation.
 - d. If walls are used, all enclosed areas below the flood protection elevation shall provide for equalization of hydrostatic pressures by allowing the automatic entry and exit of flood waters. At least two (2) walls must have a minimum of one (1) permanent opening that is below the BFE and no more than one (1) foot above finished grade. The openings shall provide a total net area of not less than one (1) square inch for every one (1) square foot of enclosed area subject to flooding below the base flood elevation, or the design must be certified by a Registered P.E., as proving the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.
 - e. The foundation and supporting members shall be anchored, designed, and certified so as to minimize exposure to hydrodynamic forces such as current, waves, ice, and floating debris.
 - i. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the flood protection elevation provided they are waterproofed.

- ii. The area below the flood protection elevation shall be used solely for parking or building access and not later modified or occupied as habitable space.
 - iii. In lieu of the above criteria, the design methods to comply with these requirements may be certified by a licensed professional engineer or architect.
- 3. The building may be constructed with a crawlspace located below the flood protection elevation provided that the following conditions and requirements of FEMA TB 11, Crawlspace Construction for Buildings Located in Special Flood Hazard Areas, which ever are more restrictive, are met:
 - a. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - b. All enclosed areas below the flood protection elevation shall provide for equalization of hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. A minimum of one (1) permanent opening shall be provided on at least two walls that is below the BFE and no more than one (1) foot above finished grade. The openings shall provide a total net area of not less than one (1) square inch per one (1) square foot of enclosed area subject to flooding below the BFE, or the design must be certified by a Registered P.E. as providing the equivalent performance in accordance with accepted standards of practice. Refer to FEMA TB 1, Openings in Foundation Walls and Walls of Enclosures, for additional guidance.
 - c. The interior height of the crawlspace measured from the interior grade of the crawl to the top of the foundations wall must not exceed four (4) feet at any point.
 - d. An adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event.
 - e. Portions of the building below the flood protection elevation must be constructed with materials resistant to flood damage, and
 - f. Utility systems within the crawlspace must be elevated above the flood protection elevation.
- C. Non-residential buildings may be structurally dry floodproofed (in lieu of elevation) provided a licensed professional engineer or architect certifies that:
 - 1. Below the flood protection elevation, the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood.
 - 2. The building design accounts for flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and the impact from debris and ice.
 - 3. Floodproofing measures will be incorporated into the building design and operable without human intervention and without an outside source of electricity.
 - 4. Levees, berms, floodwalls and similar works are not considered floodproofing for the purpose of this subsection.
- D. Mobile homes or travel trailers to be permanently installed on site shall be:
 - 1. Elevated to or above the flood protection elevation in accordance with Section 7(B), and
 - 2. Anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the rules and regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code §870.

- E. Travel trailers and recreational vehicles on site for more than one hundred eighty (180) days per year shall meet the elevation requirements of section 7(D) unless the following conditions are met:
1. The vehicle must be either self-propelled or towable by a light duty truck.
 2. The hitch must remain on the vehicle at all times.
 3. The vehicle must not be attached to external structures such as decks and porches
 4. The vehicle must be designed solely for recreation, camping, travel, or seasonal use rather than as a permanent dwelling.
 5. The vehicles having a total area not exceeding four hundred (400) square feet when measured at the largest horizontal projection.
 6. The vehicle's wheels must remain on axles and inflated.
 7. Air conditioning units must be attached to the frame so as to be safe for movement of the floodplain.
 8. Propane tanks as well as electrical and sewage connections must be quick-disconnect.
 9. The vehicle must be licensed and titled as a recreational vehicle or park model, and must either:
 - a. entirely be supported by jacks, or
 - b. have a hitch jack permanently mounted, have the tires touching the ground and be supported by block in a manner that will allow the block to be easily removed by used of the hitch jack.
- F. Detached accessory structures may be permitted provided the following conditions are met:
1. The structure must be non-habitable.
 2. The structure must be used only for parking and storage and cannot be modified later into another use.
 3. The structure must be located outside of the floodway or have the appropriate county, state and/or federal permits.
 4. The structure must be on a single-family lot and be accessory to an existing principal structure on the same lot.
 5. The exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation must be built with flood-resistant materials in accordance with Section 7.
 6. All utilities, mechanical, and electrical must be elevated above the flood protection elevation.
 7. The structure must have at least one permanent opening on at least two walls not more than one (1) foot above grade with one (1) square inch of opening for every one (1) square foot of floor area.
 8. The structure must be no more than one story in height and no more than six hundred (600) square feet in size.
 9. The structure shall be anchored to resist floatation, collapse, lateral movement, and overturning.
 10. All flammable or toxic materials (gasoline, paint, insecticides, fertilizers, etc.) shall be stored above the flood protection elevation.
 11. The lowest floor elevation should be documented and the owner advised of the flood insurance implications.

208 . Section 8. Subdivision Requirements

The County Board shall take into account hazards, to the extent that they are known, in all official actions related to land management use and development.

- A. New subdivisions, manufactured home parks, mobile home parks, annexation agreements, planned unit developments, and additions to manufactured home parks, mobile home parks, and subdivisions shall meet the damage prevention and building protections standards of Sections 6 and 7 of this regulation.
- B. Streets, blocks lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels. Wherever possible the floodplains should be included within parks, open space parcels, or other public grounds.
- C. Any proposal for such development shall include the following data:
 - 1. The base flood elevation and the boundary of the floodplain, where the base flood elevation is not available from an existing study, the applicant shall be responsible for calculating the base flood elevation;
 - 2. The boundary of the floodway when applicable.
 - 3. A signed statement by a Licensed Professional Engineer that the proposed plat or plan accounts for changes in the drainage of surface waters in accordance with the Plat Act (765 ILCS 2052).

209 . Section 9. Public Health and Other Standards

- A. Public health standards must be met for all floodplain development. In addition to the requirements of Sections 6 and 7 of this regulation the following standards apply:
 - 1. No development in the floodplain shall include locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, or other hazardous or toxic materials below the flood protection elevation unless such materials are stored in a floodproofed and anchored storage tank and certified by a professional engineer or floodproofed building constructed according to the requirements of Section 7 of this ordinance.
 - 2. Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage.
 - 3. Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
 - 4. New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding. Manholes or other above ground openings located below the flood protection elevation shall be watertight.

Critical facilities, which are buildings, constructed or substantially improved within the floodplain or the 0.2 percent annual chance flood elevation when defined, shall have the lowest floor (including basement) elevated or structurally dry floodproofed to the 0.2 percent annual chance flood elevation, or three feet above the BFE, whichever is greater. Adequate parking shall be provided for staffing of the critical facilities at or above the BFE or 0.2 percent chance flood, when defined. Access routes to all critical facilities should be reviewed and considered when permitting. Access routes should be elevated to or above the level of the BFE.

Floodproofing and sealing measures may also be used to provide protection, as described in Section 7, and must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

Critical Facilities included emergency services facilities (such as fire and police stations), schools, hospitals, retirement homes, and senior care facilities.

Critical Facility means any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk.

Examples of critical facilities where flood protection should be required include: emergency services facilities (such as fire and police stations), schools, hospitals retirement homes and senior care facilities, major roads and bridges, critical utility sites (telephone switching stations or electrical transformers, and hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances).

- B. All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.
- C. Dams are classified as to their size and their hazard/damage potential in the event of failure. Permits for dams may be required from IDNR/OWR. Contact IDNR/OWR to determine if a permit is required. If a permit is required, a permit application must be made to IDNR/OWR prior to the construction or major modification of jurisdictional dams.
- D. Letters of Map Revision. The Administrator shall require a CLOMR prior to issuance of a development permit for:
 - 1. Proposed floodway encroachments that will cause an increase in the BFE; and
 - 2. Proposed development which will increase the BFE by more than 0.1 feet in riverine area where FEMA has provided a BFE but no floodway.

Once a CLOMR has been issued, the development permit may be issued for site grading and structures necessary in the area of the map change to achieve the final LOMR. Upon completion, the applicant shall submit as-built certifications, as required by FEMA, to achieve a final LOMR prior to the release of final development permits. Review Section 9E for the construction of buildings in any floodplain issued a LOMR Based on Fill.

- E. When construction of a building following a LOMR Based on Fill is requested, the condition where a site in the floodplain is removed due to the use of fill to elevate the site above the BFE, the applicant may not apply for a permit from the County to construct the lowest floor of a building below the BFE in the floodplain.

210 . Section 10. Carrying Capacity and Notification

For all projects involving channel modification, fill, or stream maintenance (including levees), the flood carrying capacity of the watercourse shall be maintained.

In addition, the County shall notify adjacent communities in writing thirty (30) days prior to the issuance of a permit for the alteration or relocation of the watercourse.

300 . Stormwater Detention Regulations

- 301 . Exclusions
- 302 . Maximum Controlled Stormwater Runoff Release Rate
- 303 . Stormwater storage methods
- 304 . Calculations of required stormwater storage
- 305 . Applications for building permits

This section contains the text of **Sec. 50-258. Stormwater detention regulations** of the Natural Hazard Ordinance which are adopted as the Winnebago County Surface Water Management Ordinance, as amended, herein. Its requirements follow:

Developments and impacted areas which increase the amount of impermeable area, such as the construction of roof structures, paved areas or compacted areas, shall be subject to the terms of this article. This section is amended to include Illinois State Water Survey Bulletin 75 that provides frequency estimates and their time distributions.

301. Exclusions

- (1) The following, however, shall not be included:
 - a. Traditional agricultural uses.
 - b. The construction of single-family dwellings on lots or parcels of land which were of record prior to June 24, 1982.
 - c. Modification of single-family dwellings which will continue to be used as single-family dwellings.
 - d. The use of lands adjacent and contiguous to and which discharge directly into the Rock, Pecatonica, Sugar, or Kishwaukee Rivers.
 - e. Improvement of existing roadways which does not increase the number of traffic lanes in the typical cross section of the roadway.
 - f. The cumulative increase of impervious area does not exceed 25,000 square feet as of the establishment of this ordinance on August 24, 2006.
1. Developments and impacted areas with less than 25,000 square feet of cumulative impervious area shall be required to provide best management practices for stormwater management as determined by the Administrator.

302. Maximum Controlled Stormwater Runoff Release Rate

- (2) The maximum controlled stormwater runoff release rate shall not exceed the natural safe stormwater drainage capacity of the downstream system, which has been found to be 0.2 cubic feet per second, per acre in the county. Pipe outlets of less than 12 inches in diameter shall not be allowed. Multiple outlets from a stormwater storage area shall be avoided if they are designed to be less than 12 inches in diameter. Removable orifice plates shall be employed when these pipe size requirements cannot be met.

303. Stormwater Storage Methods

- (3) When the maximum controlled stormwater runoff release rate shall be exceeded, any or all of the following stormwater storage methods shall be provided and constructed:
 - a. *Dry bottom stormwater storage.* The following is the dry bottom stormwater storage method:
 1. Dry bottom stormwater storage areas must be designed to serve a secondary purpose for recreation, open space or similar type of use, which will not be adversely affected by occasional intermittent flooding.
 2. The combination of storage of major floodwater runoff from a 100-year return frequency storm and the allowable release rate shall not result in a storage duration in excess of 48 hours.
 3. Minimum grades for turf areas shall be 0.5 percent (200 units horizontal to one vertical) and maximum side slopes shall be 25 percent (four units horizontal to one unit vertical). Storage area side slopes shall follow the natural land contours as closely as practicable, and a minimum of earth excavation shall be used to create the storage facility.
 4. Temporary seeding or other soil stabilization measures shall be established in the stormwater storage area and major floodwater passageway immediately following the construction or reconstruction of

these areas. During the construction of the overall development, it is recognized that a limited amount of sediment buildup may occur in the stormwater storage area due to erosion. In no case shall the volume of the storage area be reduced to less than three-quarters of the required volume during the construction phase of the development.

5. Permanent erosion control measures such as mulching, hydroseeding, conventional seeding, nurse crops, fertilizing or sod installation shall be utilized to control soil movement and erosion within the storage area and major floodwater passageway. These measures shall meet or exceed the standards established by the county soil and water conservation district. The installation of these permanent measures shall take place only after the majority of construction and other silt- and sediment-producing activities have been completed. Prior to the establishment of the permanent erosion control measures, the required capacity of the stormwater storage area and the excess stormwater passageway shall be restored.
 6. The control structure shall be provided with an interceptor for trash and debris, and it shall be designed and constructed to prevent soil erosion and not to require manual adjustments for its proper operation. An inlet design that will produce turbulent flow conditions during any portion of the stormwater storage cycle will not be acceptable.
 7. Adequate impact stilling basins shall be provided to ensure that downstream soil erosion is alleviated and the regime of the downstream drainage facility is not disturbed.
 8. Each stormwater storage area shall be provided with a method of overflow in the event a storm in excess of the design capacity occurs. This overflow facility shall be constructed to function without specific attention and can become a part of the excess stormwater passageway described in this section.
 9. The entire stormwater storage area shall be designed and constructed to fully protect the public health, safety and welfare. If a condition occurs in the stormwater storage area which is hazardous to the public health, safety or welfare, the person responsible for the condition will be required to provide approved corrective measures. If these corrective measures are not provided, the county may eliminate the hazard at the expense of the person responsible.
 10. Low flow conduits or channels shall be provided in stormwater storage areas. These conduits or channels shall be so constructed that they will not interfere with the secondary usage of the storage area and will reduce the frequency of time that the storage area will be covered with water.
- b. *Wet bottom stormwater storage.* Wet bottom stormwater storage areas shall be designed in compliance with all the regulations which are applicable and govern the construction of dry bottom stormwater storage areas. The following additional regulations shall apply:
1. The water surface area of the permanent pool shall not exceed one-tenth of the area of the tributary watershed.
 2. Protection of the shoreline must be provided to alleviate soil erosion due to wave action.

3. Minimum normal water depth shall be four feet. If fish are to be used to keep the pond clean, at least one- quarter of the pond area shall be a minimum of ten feet deep.
 4. Facilities shall be provided to lower the pond elevation by gravity floor for cleaning purposes and shoreline maintenance.
 5. The control structure for stormwater release shall be designed to operate at full design release rate with only a minor increase in the water depth in order to minimize the land surface wetted by frequent minor stormwater runoff conditions.
 6. Measures shall be included in the design to prevent pond stagnation. This may be accomplished by fountain aeration or some other method used to ensure aerobic pond conditions.
 7. The volume of water permanently stored shall not be considered to be part of the required excess stormwater storage volume.
- c. *Paved stormwater storage.* Design and construction of the pavement base must ensure that there is no pavement damage due to flooding. Control structures in paved areas must be readily accessible for maintenance and cleaning. Vortex control devices will be required.
 - d. *Rooftop stormwater storage.* Rooftop storage of excess stormwater shall be designed and constructed to provide permanent control inlets and parapet walls to contain excess stormwater. Adequate structural roof design must be provided to ensure that roof deflection does not occur which could cause the roofing material to fail and result in leakage. Overflow areas must be provided to ensure that the weight of stored stormwater will never exceed the structural capacity of the roof.
 - e. *Automobile parking stormwater storage areas.* Automobile parking facilities used to store excess stormwater must be constructed having a maximum depth of stored stormwater of 1.5 feet; and these areas shall be located in the most remote, least used areas of the parking facility.
 - f. *Underground stormwater storage.* Underground stormwater storage facilities must be designed for easy access in order to remove accumulated sediment and debris. These facilities must be provided with a positive gravity outlet.

304. Calculations of Required Stormwater Storage

(4) Calculations of required stormwater storage shall be made as follows:

- a. Any generally recognized and substantiated method acceptable to the Administrator may be used for these calculations. The release rate of the outlet structure, when half of the storage area is filled, may be used in lieu of routing techniques in small drainage areas. The control structure shall be designed to maintain as uniform a flow as possible, independent of the stormwater storage volume. Where the proposed structure, project or land development forms only a portion of a watershed or contains portions of several watersheds, the storage volume calculations shall be based upon the area of the entire project, development or land use change. The maximum release rate shall be established by multiplying the total acreage of the tributary watershed by 0.2 cubic foot per second, per acre.
- b. Stormwater storage areas which will be filled to capacity by high-frequency storms shall be designed in a manner that will protect immediate downstream properties, and all overflow structures shall be designed to function properly and effectively without the necessity of making manual adjustments. A larger outlet for stormwater

storage may be permitted by the Administrator for the orderly management of stormwater runoff where large tributary areas are developed without detention.

- c. If the orderly management of the stormwater runoff cannot be achieved by passing the entire tributary area runoff through the stormwater storage area, the stormwater storage area shall be constructed to exclude the runoff from the tributary area originating outside of the area to be developed.

305. Applications for Building Permits

(5) Applications for building permits shall require the following:

- a. Stormwater detention facilities shall be designed by and their construction supervised by a registered professional engineer.
- b. Compliance with this section shall be as provided for in section 50-255. In addition, the following shall be required by the Administrator:
 1. Upon completion of construction, a set of record drawings certified by a registered professional engineer; and
 2. An estimated schedule of development phases.
- c. All applications for building permits shall contain a statement that such buildings or structures and appurtenances connected therewith include facilities for the orderly runoff or retention of rain and melting snow. Plans submitted with the application shall include a signed statement issued by a state registered professional engineer that the plans include facilities adequate to prevent harmful runoff. For single-family dwellings to be located in a subdivision meeting the requirements of this article, the signed statement may, in lieu of other application requirements, be placed on the face of the final plat.
- d. When compliance with the stormwater detention requirements of this article will result in a facility, the volume of which is 0.3 acre-feet or less, the Administrator may waive the requirement for that specific facility.

400 . Post Construction Runoff Quantity Controls

In principle, development plans should minimize those characteristics that result in the increase of stormwater runoff. The amount of impervious cover should be the minimum practical to meet the requirements of building, zoning, and subdivision regulations, those of the County and township highway authorities, and such other regulations as govern development activities.

401: Stormwater Detention is a control currently required by county ordinance. It is recognized that the controlled release rate referred to in these requirements (sec 304) is release to surface water. Some additional loss of inflow to a stormwater detention facility may be provided by some subsurface infiltration technique. The required detention volume can be reduced by such loss provided that:

- 401.1** the loss is based on a conservative estimate of the long term infiltration rate of the soil strata to which infiltration is intended. This analysis shall include conditions of saturated or frozen strata and the probable location of groundwater levels;
- 401.2** additional inspection and certification is guaranteed during the installation process so that the qualifying soil strata is confirmed in place; and that it is not clogged with fine material nor compacted by construction operations;
- 401.3** there is an acceptable maintenance plan for operation of the infiltration technique;
- 401.4** complete failure of the infiltration system does not result in flood hazard within the development or to adjacent properties;

401.5 an acceptable plan for restoration of the maximum controlled release rate is provided for the case of substantial or complete failure of the infiltration system; and

401.6 the prevention of groundwater contamination is reasonably assured.

402: Shallow depressional storage volumes, below a surface gravity outlet, cannot be used to partly or completely replace required stormwater detention storage volumes. Their benefit accrues largely to water quality: capturing small storm events, and filled with water and sediments prior to a major runoff event.

500 . Reserved

600 . Construction Site Erosion and Sediment Control

605 . Section 5. General Principles

608 . Section 8. Erosion and Sediment Control Plan

609 - 612 . Blank

613 . Section 13. Site Design Requirements

614 . Section 14. Inspection

615 . Section 15. Retention of Plans

616 . Section 16. Special Precautions

620 . Summary of Erosion and Sediment Control Requirements

This section contains the text of Sections 5, 8, 13 to 16, and summary of the model **Construction Site Erosion and Sediment Control Ordinance**, drafted and put through public review by the Winnebago County Association for Clean Water Action, WinACWA, 2004; and customized for county government to meet its requirements under NPDES Phase II.

605 . Section 5. General Principles

It is the objective of these regulations to control soil erosion and sedimentation caused by development activities, including clearing, grading, stripping, excavating, and filling of land, in the County of Winnebago. Measures taken to control soil erosion and offsite sediment runoff should be adequate to assure that sediment is not transported from the site by wind erosion or a storm event of ten-year frequency or less. The following principles shall apply to all development activities within the County of Winnebago and to the preparation of the submissions required under Sections 8 and 9 of this ordinance:

- (a) Development should be related to the topography and soils of the site so as to create the least potential for erosion. Areas of steep slopes where high cuts and fills may be required should be avoided wherever possible, and existing contours should be followed as closely as possible.
- (b) Natural vegetation should be retained and protected wherever possible. Areas immediately adjacent to existing watercourses, lakes, ponds, and wetlands should be left undisturbed wherever possible. Temporary crossings of watercourses, when permitted, must include appropriate stabilization measures.
- (c) Special precautions should be taken to prevent damages that occur due to any necessary development activity within or adjacent to any stream, lake, pond, or wetland. Preventative measures must be commensurate with the sensitivity of these areas to erosion and sedimentation.
- (d) The smallest practical area of disturbance should be exposed for the shortest practical time during development.

- (e) Sediment basins or traps, filter barriers, diversions, and any other appropriated sediment or runoff control measures should be installed prior to site clearing and grading and maintained to control and remove sediment from run-off waters from land undergoing development.
- (f) The selection of erosion and sedimentation control measures should be based on site limitations, project duration, and other factors to provide the necessary site protection during the construction development activity.
- (g) In the design of erosion control facilities and practices, aesthetics and the requirements of continuing maintenance shall be considered.
- (h) Permanent vegetation and runoff control structures shall be installed and functional as soon as practical during development.
- (i) All waste generated as a result of site development activity shall be properly disposed of and should be prevented from being carried off the site by either wind, water, or artificial means.
- (j) All construction sites shall provide measures to prevent sediment from being tracked onto public or private roadways.

608 . Section 8. Erosion and Sediment Control Plan

The Owners of the property or his/her authorized designee shall prepare and submit an **Erosion and Sediment Control Plan** (Plan) to the County of Winnebago at the time of proposed land disturbing activities. These submissions shall be prepared in accordance with the requirements of this Article and the standards and requirements contained in the NPDES Permit No. ILR10 prepared by the Illinois Environmental Protection Agency and the Illinois Urban Manual prepared by the members of the Illinois Urban Manual Technical Review Committee and Steering Committee, and adopted by the Boone and Winnebago County Soil and Water Conservation District, which standards and requirements are hereby incorporated into this ordinance by reference. General guidance can be found in the *Illinois Urban Manual* under the section, ***Non-point Source Pollution Control Processes and Planning Principles***. Each plan shall contain the following information:

- (a) The name(s) address(es) and telephone number(s) of the owner or [and] developer of the site and of any consulting firm retained by the applicant together with the name of the applicant's principle contact at such firm.

The owner must sign a copy of the certification statement. The certification must be included in the plan:

“I certify under penalty of law that this document and all attachments were prepared in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment of knowing violations.”

- (b) The name, address and telephone number of the general contractor(s) that have been identified at the time of the submittal. Identify the contractor(s) or subcontractor(s) implementing each measure of the plan. All contractor(s) and subcontractor(s) identified in the plan must sign a copy of the certification statement. All certifications must be included in the plan except for owners acting as contractor(s).

“I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit No. ILR10 and [Chapter 78], Erosion and Sediment Control ordinance that authorizes the storm water discharges associated with the construction activities and site identified as part of this certification.”

- (c) A vicinity map in sufficient detail to enable easy location in the field of the site for which the permit is sought, and including the boundary line and approximate acreage of the site, existing zoning, and a legend and scale;
- (d) A development plan of the site showing:
 - (1) Existing topography of the site and adjacent land within approximately 100 feet of the boundaries, drawn at no greater than two-foot contour intervals and clearly portraying the conformation and drainage pattern of the area.
 - (2) The location of existing buildings, structures, utilities, streams, lakes, floodplains, wetlands and depressions, drainage facilities, vegetative cover, paved areas, and other significant natural or man-made features on the site and adjacent land within 100 feet of the boundary.
 - (3) A general description of the predominant soil types on the site, their location, and their limitations for the proposed use.
 - (4) Proposed use of the site, including present development and planned utilization; areas of clearing, stripping, grading, excavation, and filling; finished grades, and street profiles; provisions of storm drainage, including storm sewers, swales, detention basins and any other measures to control the rate of runoff, with a drainage area map, indications of flow directions and computations; kinds and locations of utilities; and areas and acreages proposed to be paved, covered, sodded or seeded, vegetatively stabilized, or left undisturbed.
- (e) Erosion and sediment controls showing all measures necessary to meet the objectives of this ordinance throughout all phases of construction and permanently after completion of development of the site, including:
 - (1) Location and description, including standard details, of all sediment control measures and design specifics of sediment basins and traps, including outlet details.
 - (2) Plans should ensure existing vegetation is preserved where attainable and disturbed portions of the site are stabilized. Stabilization practices may include, but not limited to: temporary seeding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Location and description of all soil stabilization and erosion control measures, including seeding mixtures and rates, types of sod, method of seedbed preparation, expected seeding dates, type and rate of lime and fertilizer application, kind and quantity of mulching for both temporary and permanent vegetative control measures, and types of non-vegetative stabilization measures.
 - a. Stabilization measures will be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than fourteen (14) days after the construction activity in that portion of the site has temporarily or permanently ceased.
 - b. Where construction activity will resume on a portion of the site within 14 days from when activity ceased, (i.e. the total time period that construction activity is temporarily ceased is less than 14 days) then stabilization measures have to be initiated on that portion of the site within one (1) working day and completed as soon as possible, but not later than 14 calendar days from the initiation of stabilization in the work area.

- c. Where the initiation of stabilization measures by the 14th day after construction activity temporary or permanently snow cover precludes ease, stabilization measures shall be initiated as soon as practicable.
- (3) Location and description of all runoff control measures, including diversions, waterways, and outlets.
- (4) Location and description of methods to prevent tracking of sediment offsite, including construction entrance details, as appropriate.
- (5) Description of dust and traffic control measures.
- (6) Locations of stockpiles and description of stabilization methods.
- (7) Description of off-site fill or borrow volumes, locations, and methods of stabilization.
- (8) Provisions for maintenance of control measures, including type and frequency of maintenance, easements, and estimates of the cost of maintenance.
- (f) The proposed phasing of development of the site, including stripping and clearing, rough grading and landscaping. Phasing should identify the expected date on which clearing will begin and the estimated duration of exposure of cleared areas, and the sequence of installation of temporary sediment control measures (including perimeter controls), clearing and grading, installation of temporary soil stabilization measures, installation of storm drainage, paving streets and parking areas, final grading and the establishment of permanent vegetative cover, and the removal of temporary measures. It shall be the responsibility of the applicant to notify the County of Winnebago of any significant changes that occur in the site development schedule after the initial erosion and sediment control plan has been approved;
- (g) A copy of the completed Notice of Intent (NOI) required by the Illinois Environmental Protection Agency.
- (h) A copy of the completed Illinois Department of Natural Resources Consultation Agency Action Report.

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613 . Section 13. Site Design Requirements

On-site sediment control measures, as specified by the following criteria, shall be constructed and functional prior to initiating clearing, grading, stripping, excavation, or fill activities on the site.

- (a) Land disturbance activities in stream channels shall be avoided, where possible. If disturbance activities are unavoidable, the following requirements shall be met:
 - (1) Construction vehicles shall be kept out of the stream channel to the maximum extent practicable. Where construction crossings are necessary, temporary crossings shall be constructed of non-erosive material, such as riprap or gravel.
 - (2) The time and area of disturbance of stream channels shall be kept to a minimum. The stream channel, including bed and banks, shall be restabilized within 48 hours after channel disturbance is completed, interrupted, or stopped.
 - (3) Whenever channel relocation is necessary, the new channel shall be constructed in the dry and fully stabilized before flow is diverted.
- (b) Sediment traps or anchored filter barriers meeting accepted design standards and specifications outlined in the Illinois Urban Manual shall protect storm sewer inlets and culverts.
- (c) Soil storage piles containing more than 10 cubic yards of material shall not be located with a downslope drainage length of less than 25 feet to a roadway or drainage channel. Filter barriers, including straw bales, filter fence, or equivalent, shall be installed immediately on the downslope side of the piles.

- (d) If dewatering devices are used, discharge locations shall be protected from erosion. All pumped discharges shall be routed through appropriately designed sediment traps or basins, or equivalent.
- (e) Each site shall have graveled (or equivalent) entrance roads, access drives, and parking areas a minimum of seventy (70) feet long and fourteen (14) feet wide to prevent [minimize] sediment from being tracked onto public or private roadways. Any sediment reaching a public or private road shall be removed by shoveling or street cleaning (not flushing) before the end of each workday and transported to a controlled sediment disposal area.
- (f) All temporary and permanent erosion and sediment control practices must be maintained and repaired as needed to assure effective performance of their intended function.
- (g) All temporary erosion and sediment control measures shall be disposed of within 30 days after final site stabilization is achieved with permanent soil stabilization measures. Trapped sediment and other disturbed soils resulting from the disposition of temporary measures should be permanently stabilized to prevent further erosion and sedimentation.

614 . Section 14. Inspection

The Administrator shall make inspections as hereinafter required and shall either approve that portion of the work completed or shall notify the applicant wherein the work fails to comply with the erosion and sedimentation control plans as approved. In order to obtain inspections and to ensure compliance with the approved erosion and sediment control plan and this ordinance, the applicant shall notify the Administrator within two (2) working days of the completion of the construction stages specified below:

- (a) Upon completion of installation of sediment and runoff control measures (including perimeter controls and diversions), prior to proceeding with any other earth disturbance or grading,
- (b) After stripping and clearing,
- (c) After rough grading,
- (d) After final grading,
- (e) After seeding and landscaping deadlines, and
- (f) After final stabilization and landscaping, prior to removal of sediment controls.

If stripping, clearing, grading and /or landscaping are to be done in phases or areas, the applicant shall give notice and request inspection at the completion of each of the above work states in each phase or area.

The County of Winnebago shall also reserve the right to inspect disturbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

615 . Section 15. Retention of Plans

The applicant shall retain copies of plans and all reports for a period of at least three (3) years from the date the site is finally stabilized. The applicant shall also retain a copy of the plan at the construction site from the date of project initiation to the date of final stabilization.

616 . Section 16 Special Precautions

- (a) If at any stage of the grading of any development site the Administrator determines by inspection that the nature of the site is such that further work authorized by an existing building permit is

likely to imperil any property, public way, stream, lake, wetland, or drainage structure, the Administrator may require, as a condition of allowing the work to be done, that such reasonable special precautions to be taken as is considered advisable to avoid the likelihood of such peril. Special precautions may include, but shall not be limited to, a more level exposed slope, construction of additional drainage facilities, berms, terracing, compaction or cribbing, installation of plant materials for erosion control, and recommendations of a registered soils engineer and/or engineering geologist which may be made requirements for further work.

- (b) Where it appears that storm damage may result because the grading on any development site is not complete, work may be stopped and the applicant may be required to install temporary structures of take such other measures to protect adjoining property or the public safety.
- (c) Major amendments of the erosion and sediment control plan shall be submitted to the County of Winnebago and shall be processed and approved or disapproved in the same manner as the original plans. The County of Winnebago may authorize field modifications of a minor nature by written authorization to the applicant.

County of Winnebago

SUMMARY OF THE NEW EROSION AND SEDIMENT CONTROL ORDINANCE

Purpose of this document:

- 1. To give contractors, developers, and consultants warning that Winnebago County is implementing a comprehensive erosion and sediment control ordinance.
- 2. This ordinance will prepare developments for the most current NPDES Phase II requirements (March, 2023 or newer).

Main principals of this comprehensive erosion and sediment control ordinance:

- 1. Design developments to fit existing topography and natural drainage patterns
- 2. Protect natural vegetation on site
- 3. Prevent sediment from entering adjacent watercourses
- 4. Reduce the exposure of disturbed soil
- 5. Methods of different erosion control structures and practices
- 6. Continue maintenance of control structures and establish permanent vegetation
- 7. Dispose of waste generated from site development activity
- 8. Reduce storm water runoff velocities
- 9. Prevent sediment on roadways

This comprehensive erosion and sediment control ordinance applies to:

- 1. NPDES Phase II projects after March 2003 (development activity affecting an area greater than or equal to 1 acre).
- 2. Any land disturbing activity that may discharge soil and erosion into any storm water conveyance system.
- 3. If development activity is determined to be causing or contributing to existing or potential new erosion of sediment or impacting the storm water conveyance system.

All erosion and sediment control plans, contained within the ordinance, will require the following:

- 1. Certification Section 8. (a) signed by owner and engineer. Must include principal contact with address and phone number.

2. Certification Section 8. (b) signed by contractor for all NPDES permit projects (contractor may sign the approved erosion and sediment control plan if the project is not under a NPDES permit)
3. Vicinity map of the project
4. A development plan showing:
 - i. Existing topography
 - ii. Location of existing structures, buildings, and waterbodies, etc.
 - iii. Predominant soil types
 - iv. Proposed use of the site
 - v. Appropriate erosion and sediment controls
 - a. Silt fence, sediment basins and traps, earth dikes, drainage swales, check dams, storm drain inlet protection, rock outlet protection, risers, etc.
 - b. Construction entrances
 - c. Stabilization (needs to be implemented within 14 days once construction stops)
 - i.e. temporary seeding, permanent seeding, geotextiles, and sod

Inspection/Enforcement:

1. The principal contact must observe construction to assure the project is following the approved erosion and sediment control plan;
2. The [inspector] shall make regular inspections;
3. The County of Winnebago may require special precautions beyond the approved erosion and sediment control plan;
4. The County of Winnebago will verbally warn the principal contact that an erosion and sediment control plan is not being followed or a “special precaution” is needed;
5. If no action is taken after 3 days of the verbal warning, the County of Winnebago will warn in writing the principal contact of the violation or of the “special precaution”;
6. If no action is taken after 3 days of the written warning, a stop-work order will be issued.

Violations and Penalties:

1. A Certificate of Occupancy permit will not be granted
2. Fine of not more than \$500.00 for each offense

700 . Post Construction Runoff Quality Controls

The County encourages developments that incorporate post construction runoff quality controls (PCRQC's) beneficial to water quality. However, the county has not established means to measure or estimate pollutant loads or rates characteristic of development types nor standards to assess the compliance of outflows. Until the adoption of Total Maximum Daily Loads, or some other design and performance goals, any specific PCRQC's will not be required. But their presence shall be included and described (including maintenance provisions) in the proposed site development plan, with the following provisos:

- 701.1** they are part of the stormwater conveyance system, covered elsewhere in this regulation;
- 701.2** when included in the public rights of way, they must be approved by the appropriate road jurisdiction;
- 701.3** they must not create a nuisance or hazard; and to avoid that perception, the developer shall inform prospective buyers of their existence and operation;
- 701.4** the prevention of groundwater contamination is reasonably assured.

{Low Impact Development Principles: grass swales vs. curb and gutter and storm sewers}

Notwithstanding the conditions for wet- and dry-bottomed stormwater storage areas in Sec 300, the freeboard above a surface water release structure may be used to meet stormwater detention volume requirements.

800 . Reserved

900 . Reserved

999 End of Technical Regulations Adopted by Winnebago County Board

1000 . Surface Water Management Guidance

Under Section 50-249, Administration of the Surface Water Management Ordinance is the responsibility of the Administrator, who has the duty to review plans for developments governed by the ordinance; and the authority to approve or deny permits, or find implementations in violation. In this capacity, the Administrator must exercise sound engineering judgment in areas which go beyond even the detail of the Surface Water Management Technical Regulations. A Surface Water Management Technical Guidance is created as an administrative tool for such areas. Such areas are, for example:

- 1000.1:** Surface water hydraulics and hydrology. Specifically, what techniques, data, coefficients, computer programs, etc. may or may not be acceptable under the circumstances of a given development to adequately estimate the design flow rates for the specified recurrence interval; and then what methods and assumptions could be used to evaluate the capacity of the receiving conveyance system, or
- 1000.2:** Pollutant type and removal rate. Possibly, what pond configuration, filtration media, and/or chemical additives can be expected achieve what pollutant removal rate, operating at what maintenance cycle, with inputs of some volume and contamination level, to meet any future TMDL requirement.
- 1001:** To maintain proficiency in reviewing plans and implementations, the Administrator needs to maintain a knowledge base of proven, scientifically acceptable technology, both analytical and physical; and
- 1002:** Be open to new technologies as they are proven; and
- 1003:** Share that knowledge with applicants.
- 1010:** This guidance may be called by reference, or it can be appended to the Technical Regulations, as herein, for ease of distribution.

1100 . General Guidance

- 1101:** The Illinois Department of Transportation Drainage Manual is recognized as a good reference, both for general techniques and local conditions:

<https://public.powerdms.com/IDOT/tree/documents/2084523>

One should note the ISWS Bulletin 75 Rainfalls are in the Appendix as well as Huff rainfall distributions. It can be downloaded from the University of Illinois Library website:

<https://www.ideals.illinois.edu/items/114209>

1102: The appropriate BMP for a parcel will be based on existing watershed plans within Winnebago County. Watershed plans can be found at the Winnebago County website:

<https://wincoil.gov/departments/highway-department/programs-and-information?highlight=WyJ3YXRlcuNoZWQiXQ>

1200 . Guidance re: Floodplain Regulations

1206: The SWMO acknowledges Statewide Permits issued by IDNR/OWR and the County reserves the discretion to use them as indicators of compliance, but does not adopt them as blanket exemptions outside SFHA's.

IDNR/OWR's threshold of regulation is a drainage area of at least 1 square mile. Winnebago County uses floodway regulations on as small as 5 acres, and defines floodways the same way they are determined in floodplain mapping: i.e. encroachment is defined as 0.1 foot stage increase over 'existing' conditions. This is inconsistent with SWP#2. Also 500 S.F. Accessory Structures under SWP#10 would not be appropriate in a 20-foot-wide drainage easement. Being more restrictive is consistent with 44 CFR 60.3(d) as minimum requirements.

1300 . Guidance re: Stormwater Detention Regulations

1304: The first sentence of paragraph a has been deleted from the original ordinance. Using "shall be...", had been in conflict with the following 2 sentences. It refers to a methodology (modified rational method) that would only be generally recognized for a small drainage area, where "may be..." is operational. The Technical Guidance reflects on this, and the routing techniques mentioned.

The Technical Regulations refer to "routing techniques" for all but "small drainage areas". Operationally, this means insignificant, not only in size but location in the context of current and future development in the drainage basin. Some urban and urbanizing jurisdictions (e.g. Kane Co., which the City of Rockford may emulate in this respect) are requiring the 100-year, 24-hour duration rain, with AMC 2, be routed. The Department is currently open to arguments based on merit for any method, but one should expect that consistency with methods used by an adjacent jurisdiction will carry some weight.

1400 . Post Construction Runoff Quantity Controls

1401: The Administrator's concern is that a soil absorption system relies on conditions which cannot be observed directly. There are possibilities that a poorly envisioned or constructed soil absorption system will not function as its design analysis assumes from the day it is installed. More likely, over time, its performance will be degraded by the accumulation of fine particles or debris. The problem is that a system that operates properly in low-flow conditions, which are seldom a problem with flooding, wouldn't reveal a failure until stressed by high flows, precisely when flood control is needed. On the other hand, a system might work too well, if contaminants are present and not intercepted in some way. For example, direct runoff from a gas station should not be drained directly to a drywell, due to the ordinary accumulation of gas and oil drips, and possibility of more disastrous spills.

**Public Safety &
Judiciary
Committee**



Resolution Executive Summary

Prepared By: Purchasing Department
Committee Name: Public Safety & Judiciary Committee
Committee Date: May 15, 2024
Board Date: May 23, 2024
Resolution Title: Resolution Awarding Inmate (and Detainee) Commissary, Banking and Food Services

Budget Information

| | |
|--|--|
| Budgeted? YES | Amount Budgeted? Yes, Revenue Contract and Expense Contract |
| If not, originally budgeted, explain the funding source? | |
| Over or Under approved amount? By: | |
| ORG/OBJ/Project Codes: 40115-43190 Descriptor: WCSO/Jail-Other Professional Services | |
| ORG/OBJ/Project Codes: 43100-42250 Descriptor: JDC-Food and Beverage | |
| Budget Impact? \$ | |

Background Information: In November of 2023, the Purchasing Department developed a Request for Proposals to combine our service agreements for the Winnebago County Jail and Juvenile Detention Center. Inmate Commissary, Kiosks and Banking was last negotiated in 2018 and Inmate Food Service in 2019. In an effort to streamline resources, stakeholders elected to contract all services into one agreement and a renewal option to align future renewal timelines. The new RFP also included laundry services.

The RFP was posted on DemandStar, in the Rockford Register Star, the County website and emailed to 18 people representing 11 suppliers. The Mandatory Pre-Proposal Meeting and Site Tour was attended by 10 people, representing five (5) suppliers. Two proposal options were received at the opening on December 19, 2023 (See Resolution Exhibit A).

After months of evaluating and finalizing negotiations, Aramark prevailed as the service contract provider for Inmate Commissary, Kiosks, Banking and Food Services. At this time, the evaluation committee ultimately decided Laundry Service was not necessary to include in the agreement. All proposed fees and commissions are outlined in the agreement reviewed by the State's Attorney's Office (See Resolution Exhibit B.) Due to inflation and rising costs, food service pricing has increased.

However, we were able to off-set some costs throughout the negotiation process (See Resolution Exhibit C). It will be helpful to note, food service pricing is also based on Jail and Detention Center populations. This contract also aligns with the fiscal year to support the budget process.

Aramark also provides a grant of \$150,000 in support of these operations to be used at the Facilities.

Recommended By: RFP Evaluation Committee

Contract/Agreement Information: The County would like to enter into an agreement with Aramark for an initial term of two (2) years, with the option to renew for three (3) additional one-year terms, not to exceed five (5) years. Upon contract execution, the agreement is through September 2025.

Follow-Up Steps: Purchasing Department will work with stakeholders to execute the final agreement.

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

Sponsored by: Brad Lindmark, Committee Chairman
Submitted by: Public Safety and Judiciary Committee

2024 CR

Resolution Awarding Inmate (and Detainee) Commissary, Banking and Food Services

WHEREAS, the Winnebago County Jail and Juvenile Detention Center requires commissary, banking and food services for inmates and detainees; and

WHEREAS, the Winnebago County Purchasing Department accepted proposals for Inmate Commissary, Banking, Food, and Laundry Services – RFP#23P-2309; and

WHEREAS, proposals were received from two providers, See Resolution Exhibit A; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement, Resolution Exhibit B, for the aforementioned services and recommends awarding agreement to provide Inmate (and Detainee) Commissary, Banking and Food Services as follows:

ARAMARK CORRECTIONAL SERVICES, LLC
1101 MARKET STREET
PHILADELPHIA, PENNSYLVANNIA 19107

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute a two (2) year initial contract agreement with the option of three (3) additional 1-year terms, not to exceed five (5) years, on behalf of the County of Winnebago, Illinois with ARAMARK CORRECTIONAL SERVICES, LLC, 1101 MARKET STREET, PHILADELPHIA, PENNSYLVANNIA 19107, in substantially the same form as attached Resolution Exhibit A.

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

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

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

ATTESTED BY:

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

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

REQUEST FOR PROPOSAL TAB

**INMATE COMMISSARY, BANKING, KITCHEN/FOOD AND LAUNDRY SERVICES
RFP #23P-2309 – DECEMBER 19, 2023 – 10:00 AM**

| VENDOR | | |
|---|----------------|--|
| Keefe Group-Trinity Services Group | Aramark | |
| | | |
| | | |

OPERATING AGREEMENT
FOOD SERVICE & INMATE COMMISSARY SERVICES

This **OPERATING AGREEMENT** (the “Agreement”) is made as of February 1, 2024 (the “Effective Date”) by and between the **County of Winnebago, Illinois**, a body politic and corporate, with offices at 404 Elm Street, Suite 533, Rockford, Illinois 61101 (the “County”), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 (“Aramark”). The County and Aramark are collectively referred to herein as “Parties” or individually as a “Party”.

WITNESSETH:

1. GRANT: The County hereby grants to Aramark and its affiliate the exclusive right to provide food and commissary services (including Go-Cart services, but excluding vending machine operation) for the County’s inmates, at the Winnebago County Justice Center, Winnebago County Jail located at 650 West State Street, Rockford, IL (herein referred to as the “Jail” or “Jail Facility”). The County hereby grants to Aramark and its affiliates the exclusive right to provide food service (excluding vending machine operation) for the County’s detainees at the Winnebago County Juvenile Detention Center located at 5350 Northrock Drive, Rockford, IL (herein referred to as the “Center”). (The Jail and Center are each individually herein referred to as a “Facility” or collectively as the “Facilities”). Aramark hereby agrees to furnish nutritious, wholesome, and palatable food to inmates in Jail and Center in accordance with this Agreement. The food service shall meet all current standards as established by:

- A.** The American Correctional Association
- B.** The Food and Nutritional Board of the National Academy Science as prescribed for inmates
- C.** The State of Illinois
- D.** The Illinois Department of Public Health
- E.** The Winnebago County Health Department
- F.** The Prison Rape Elimination Act of 2013
- G.** The Illinois Department of Juvenile Justice (Center only)
- H.** The Guidelines of the National School Breakfast and Lunch Programs (Center only)

Where a conflict arises with any of these standards, the more restrictive standard will prevail.

Aramark shall provide a large selection of food, candy and gum, non-alcoholic beverages, health and drug items, and general merchandise, including quality brand name products (collectively, the “**Products**”), all of which shall be subject to the approval of the County. The County hereby approves all Products set forth on **Attachment A** attached hereto. In addition, Aramark shall also provide the Products set forth on **Attachment B** attached hereto to indigent inmates (the “**Indigent Products**”). For purposes of this Agreement, indigent inmates are defined as those

with \$1 or less in their personal fund accounts. The Sheriff may modify the definition of indigent inmates at any time during the term of this Agreement.

2. OPERATIONAL RESPONSIBILITIES:

A. Facilities and Equipment: The County shall, at its expense, provide Aramark with adequate preparation kitchen, office, and storage facilities at the Facilities, completely equipped and ready to operate, together with such heat, refrigeration and utilities services (including telephone and internet service) as may be reasonably required for the efficient performance of the Agreement. Aramark employees shall not enter the warehouse area adjacent to its designated office and storage area without the explicit consent of the Sheriff.

The County shall furnish building maintenance services for the Facilities and shall provide preventive maintenance and equipment repairs and replacements for the County-owned equipment. The County shall furnish and maintain an adequate inventory of serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Jail Facility. The Center Facility at their expense shall provide serving trays and reusable and/or disposable utensils, cups, and plates. However, Aramark shall provide disposable trays with lids for room service at the Center.

Aramark shall maintain such computer hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to Aramark's CORE® commissary management information systems (the "CORE® System") as necessary to support Aramark's commissary operations. In connection with the CORE® System, at no cost to the County, Aramark shall service and provide ongoing support and training to the Sheriff's employees on all of the following in the Facility: two (2) Lobby payment services kiosks, networked and integrated to CORE®; two (2) Intake booking kiosks, networked and integrated to CORE® and which shall accept bulk paper currency, as well as coins; two (2) Bonding kiosks, networked and integrated to CORE®; twenty eight (28) in pod FLEX kiosks, networked and integrated to CORE® with the ability for inmates to order commissary, file grievances, schedule medical appointments, and view trust fund balances, with said kiosks containing the Inmate Handbook. For the purposes of this Agreement, the CORE® System is for commissary services at the Jail Facility.

Aramark shall maintain all the kiosks mentioned in this Section 2. A of this Agreement to ensure they are fully functional 24 hours per day, 7 days per week, throughout the term of this Agreement. Aramark shall comply with the County's information technology (IT) security policies and procedures. Aramark shall resolve all hardware, software, or other system-component problem(s) and/or failure(s) that renders all said kiosks mentioned in this Section 2. A of this Agreement within the timelines set forth in Aramark's "Service Level Agreements," said "Service Level Agreements," incorporated by reference herein and attached hereto as Exhibit C. Aramark shall be responsible for the maintenance, performance, security, upgrade, backup and recovery of the server and any computer Aramark uses to establish connection with

County networks, including both hardware and software. Aramark shall maintain the server and computers with the most current versions of the operating system software, security software and critical patches at all times. For security software that requires data such as virus definitions, Aramark shall maintain data at all times. Aramark shall maintain its CORE® System to ensure that it is fully functional 24 hours per days, 7 days per week, throughout the term of this Agreement. At no cost to the County, Aramark or it's designee shall secure bonded courier service to collect all cash deposited through the Lobby, Bonding and Intake kiosks, but no less than once a week during the term of this Agreement. Aramark may use an alternate method for collecting funds as long as it includes adequate security measures and does not rely on Facility staff to provide security. Aramark shall assume full responsibility for the security of all cash deposited in the Lobby, Bonding and Intake kiosks. Aramark shall assume full responsibility for counterfeit bills and counterfeit coins accepted by the Lobby, Bonding and Intake kiosks and shall not deduct deposits posted into an inmate's account without the consent of the Facility Superintendent or his designee.

Aramark shall remove all Computer Equipment upon the expiration or termination of this Agreement. The CORE® System is and shall at all times be owned by Aramark, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the CORE® System at the Facility shall immediately cease upon the expiration or termination of this Agreement. Aramark shall be responsible to support and maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement.

The County shall run such cable and wiring, and shall perform such systems integration, as necessary to enable to CORE® System to support Aramark's commissary operations. In addition, the County shall be responsible for development and other costs incurred by Aramark that are associated with the County's third-party agreements, such as the agreement covering the County's or the Facility's telephone system.

B. Emergency Plan: Aramark shall submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within sixty (60) days after the commencement of operations. In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's menu cycle and service methods. However, Aramark shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. Meal Delivery: Aramark personnel shall prepare meals at the Jail, shall transport such meals to appropriate areas including the Center and shall return all trays and delivery equipment to the Jail in a timely manner.

Aramark shall provide personnel and all equipment required to properly transport and serve the food at the Center three (3) times per day, seven (7) days per week. Food must be prepared, delivered, and able to be served at the Center starting at the following times:

8:15 AM Breakfast; 12:00 PM Lunch; 4:30 PM Dinner

Jail meal times: 7:00 AM Breakfast; 11:00 AM Lunch; 4:00 PM Dinner

The Jail and the Center reserve the right to modify meal times during the term of the agreement. The County shall provide Aramark with reasonable notice of any temporary modifications to the meal times and at least two (2) weeks' notice of any permanent modification to meal teams.

All ordered sack lunches shall be delivered with the Breakfast meal. The evening snack shall be delivered daily but not later than with the delivery for Dinner.

Aramark agrees to keep at least fifteen (15) servings of milk and juice stored at the Center on a daily basis.

D. Commissary Delivery: With minimal assistance from Facility staff other than providing security, Aramark shall deliver all Products, Indigent Products and online orders to inmates, and shall pickup and return to the commissary warehouse Products returned by inmates to Aramark at its commissary facility, in a timely manner. Aramark shall make every effort to deliver Products, Indigent Products and online orders to inmates. In the event the order is undeliverable, Aramark shall attempt to redeliver the order on the next delivery date, unless the inmate has been released from the Facility. Commissary orders must be delivered in reusable mesh bags that comply with the County's green initiative. The mesh bags are see-through to provide safety and security. After delivery of an order, Aramark shall take the bag back and reuse it for future deliveries. The bags are color coded to provide additional security and clarity (Example: Bags that are white represent in-house commissary orders and bags that are green represent iCare orders). All items placed in the delivery bag must appear on the approved commissary menu. Any commissary delivery bag containing items that do not appear on the approved commissary menu will be cause for immediate termination of this Agreement.

If the inmate has been released from the Facility prior to Product delivery and fails to claim such Product from the Facility within ten (10) days after release, the Product shall become the property of the Sheriff. Aramark shall send a report regarding all refunds/credits to the County's Finance Director and County Auditor on a weekly basis. The report shall include the inmate's name, inmate number, list of item(s) not delivered, including a count for each item, amount of the cred, reason for the credit/refund and date(s) Aramark attempted to deliver.

Aramark shall respond to inmate complaints/grievances, credit/product requests, or any other type of inmate correspondence pertaining to commissary items within forty-eight (48) hours. Aramark shall provide the Sheriff with inmate communication forms at no cost to the County.

No Products shall be distributed that have exceeded their "use by," sell by or similar expiration date. Aramark shall provide commissary items to inmates on a regularly scheduled basis and not less than once weekly. Aramark shall maintain an adequate inventory to ensure a minimum ninety nine percent (99%) Products and Indigent Products availability for all commissary items. The frequency of inmate commissary ordering, inmate spending limits, and delivery days shall be mutually determined by the Parties.

E. Food Products and Cleaning Supplies: Aramark shall purchase and pay for all food products and kitchen cleaning supplies necessary for the performance of this Agreement. Products purchased for use in the food services shall be the property of Aramark. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense.

Aramark shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturers and distributor's assurance of safe handling. Food products are reviewed and approved by Aramark's registered dietitians to ensure that the food products meet inmate acceptability and nutritional standards.

Aramark shall receive, store, and use government commodities for meals prepared for the Center detainees. All commodities are to be inventoried and the Center shall be reimbursed by Aramark for the commodity value of the product including freight costs at the time the product is used. Government commodities received on behalf of the Center may only be used for meals prepared for the Center.

F. Portion Size Requirements: All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes.

G. Menu: The menu served at the Facility may be modified in any way by mutual agreement of the parties.

H. Sanitation: Aramark shall be responsible for daily cleaning and janitorial in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. Aramark shall be responsible for janitorial service in the commissary areas under Aramark's control, and the County shall provide janitorial services for the remainder of the Facility. The County shall provide janitorial services outside the kitchen facilities provided to Aramark. The County shall clean the vents and ductwork leading to the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

At the Center, Aramark shall take the trash from the kitchen and dining room to the County provided trash receptacle located outside of the Center on at least a daily basis. Further, at the Center, upon completion of each meal, Aramark shall be responsible for cleaning the floors of the kitchen, storage and preparation areas utilized in providing the services pursuant to this Agreement.

I. Personnel: Aramark shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. Said on-site management and supervisory personnel shall oversee sales and delivery of commissary orders; ensure the satisfactory performance of services and serve as the point of contact for the County in the ordinary course of business. Upon written request by the County, Aramark shall assign a new on-site manager within thirty (30) days. The County shall provide a mutually agreed upon number of inmate workers at the Jail Facility kitchen. The number of inmates required shall be determined by the County liaison and Aramark's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions. Inmate workers can be used except during lockdown or other emergencies. Aramark utilizes inmate workers at its own risk. The Sheriff shall provide security and assignment of appropriate inmates, but not supervision of daily tasks related to the commissary operation, said supervision shall be by Aramark staff. The Sheriff, in consultation with Aramark, has the final decision on the inmate worker schedule.

For Food Service, at a minimum, there shall be a Food Service Manager, one Assistant Food Service Manager, and five other full-time staff (not including Commissary employees of Aramark) per day. On weekends and holidays, the minimum number of staff must be four (4) per day. Aramark shall have adequate staff to supervise inmate labor, while meals are being prepped for, prepared and served and during clean up. At no time will the kitchen be left unstaffed/unsupervised. For Food Service, Aramark agrees to have staff who are certified as Food Safety Managers on site at all time when food is being prepared and/or served.

The County acknowledges that Aramark has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques, including, but not limited to, the CORE® System, and other valuable information which is proprietary and unique to Aramark's manner of conducting its business and that such information is available, on a confidential basis, to Aramark's management and supervisory employees. Therefore, the County agrees that management and supervisory employees of Aramark shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit management and supervisory employees of Aramark to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "management and supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time

during the twelve (12) month period immediately preceding termination of this Agreement. Aramark shall provide the staffing to operate two of Aramark's GoCarts throughout the entire Jail Facility at times to be mutually agreed upon by the Sheriff and Aramark. Aramark agrees that the personnel it provides under this Agreement remain its employees and shall not be considered employees of the County for any purpose, and the County shall not be liable for any insurance, withholding of taxes or any other obligation which is typically the responsibility of an employer.

The Sheriff and/or the Detention Superintendent retains the right to thoroughly investigate any current or prospective Aramark employees assigned to the Facilities, subject to applicable Federal, state and local laws and regulations, including, but not limited to, the Federal Polygraph Protection Act, as amended. All Aramark staffing shall be subject to the Sheriff's and/or Detention Superintendent's criminal background check and Child Abuse and Neglect Tracking System before entry into the Facilities. A security clearance shall be required for all Aramark employees who will gain access into the Facilities. Aramark shall provide to the Sheriff in advance (normally at least two weeks before they would enter the Facilities) the full name, date of birth, and address for all prospective Aramark employees who may enter the Facilities subject to said background check. No convicted felons, persons with criminal cases then pending against them or persons convicted for a crime involving theft, fraud, an assault or battery upon a law enforcement, court security or correctional officer shall be allowed to enter the Facilities. The Sheriff and/or the Detention Superintendent reserves the right to deny access to the Jail or Center to any person(s) not in possession of a Sheriff's and/or the Detention Superintendent's security clearance or revoke any Sheriff's and/or the Detention Superintendent's security clearance issued at the Sheriff's and/or the Detention Superintendent's discretion. All personnel working for Aramark who come into the Jail or Center must abide by the Sheriff's rules, regulations, policies and procedures. Aramark shall prohibit sexual contact or any other inappropriate contact between the inmates of the Facility and detainees at the Center and the employees of Aramark, its affiliates, agents, representatives or members of its Board of Directors during the term of this Agreement. Aramark shall prohibit its employees, affiliates, agents, representatives and/or members of its Board of Directors from engaging in any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature towards inmates and/or staff of the Jail and detainees and/or staff of the Center.

Aramark shall comply with the Jail and Center's zero-tolerance policy related to the sexual assault or rape of offenders/inmates, or sexual misconduct toward any offender/inmate. Prior to first starting to work in the Facilities, Aramark's employees, agents and representatives who have contact with inmates, shall attend and successfully complete any and all staff training(s) related to the Prison Rape Elimination Act (PREA), as required by the Sheriff and/or Detention Superintendent. The County shall provide the training(s) at no cost to Aramark. Aramark shall be responsible for expenses incurred, including salary, in connection with said training by its employees, agents and representatives.

J. Equal Employment Opportunity: Aramark and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual

orientation, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

K. Insurance: Aramark shall provide and maintain the following insurance coverage:

COMMERCIAL GENERAL LIABILITY: Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent Proposers, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

WORKERS' COMPENSATION: Contractor shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance. Policy must be endorsed with waiver of subrogation against the Winnebago County Sheriff's Office and the County.

General liability coverage shall include the following endorsement:

Additional Insured Endorsement, which shall read:

"County of Winnebago, Illinois, and members of the County Board of Winnebago County, Illinois, and the elected and appointed officials, officers, agents, and employees of both Winnebago County Illinois, and the Winnebago County, Illinois Sheriff's Office, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County and the County's elected and appointed officials, agents and employees shall be excess only and not contributing with insurance provided under this policy. Any insurance coverage (additional insured or otherwise) that Aramark provides for the Additional Insureds shall only cover insured liability assumed by Aramark in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the Additional Insureds.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Aramark and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Aramark pursuant to this Agreement, including but not limited to the provisions concerning indemnification. Should any of the work under this Agreement be sublet or given to Aramark's affiliates, Aramark shall require each of its affiliates and/or subcontractors to carry the aforementioned insurance coverages, or Aramark may insure its affiliates and/or subcontractors under its own insurance policies. The County reserves the right to withhold payment to Aramark in the event of material noncompliance with the insurance requirements detailed above. Aramark's insurance as stated above in this Section 2. K of this Agreement must be effective during the entire term of this Agreement and any extension of said term. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and shall be delivered, as applicable, in accordance with policy provisions.

Certificates of Insurance evidencing all the above required insurance, prior to the commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least ten (10) days prior to the expiration of cancellation or material change of any such policies. Forward Notices and Certificates of Insurance to:

Winnebago County PURCHASING DIRECTOR
Winnebago County Administration Building
404 Elm Street, Suite 202
Rockford, Illinois 61101

L. Business Automobile Liability Insurance Aramark shall carry Business Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence, combined single limit Bodily Injury Liability and Property Damage and must include owned vehicles and hired and non-owned vehicles.

The County and Aramark waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Any insurance coverage (additional insured or otherwise) that Aramark provides for the County, its officers, employees, agents and servants shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.

M. Hazardous Substances; Pre-Existing Conditions. Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead,

fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the “Hazardous Substances”) at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County’s premises. The County will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality, or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality, and any similar conditions shall be made by the County or a third party retained by the County. In no case will any Aramark employee act in the capacity of a “Designated Person” (within the meaning of the Asbestos Hazard Emergency Response Act, “AHERA”), which duties remain solely with the County.

Aramark will not be responsible for any conditions that existed in, on, or upon the Facilities before the commencement date of this Agreement (“Pre-Existing Conditions”), including, and without limitation, environmental impairments, and other conditions. The County shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

N. Damages: Aramark’s liability hereunder shall not under any circumstances exceed the greater of the net revenue received by Aramark pursuant to this Agreement during the twelve (12) months prior to the applicable claim or (b) the actual proceeds of insurance (not to exceed the maximum limits of insurance required by Section 2.K.). In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect, or punitive damages.

O. Compliance with Laws: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for Aramark employees, suppliers, management and other authorized visitors.

P. License, Fees, Permits, and Taxes: Aramark shall secure and pay for all federal, state and local licenses, permits and fees required for the food and commissary service operations. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Aramark upon request. The County further agrees to notify Aramark promptly in the event of a change in its tax-exempt status. Aramark, as the

commissary services retailer, shall be responsible for the collection and remittance of all applicable sales, use, excise and state and local business and income taxes attributable to the commissary operation and the sales of Products. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by Aramark under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by Aramark, shall be invoiced by Aramark and shall be reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. Meal Service and Prices: Aramark shall provide meals to the County's inmates, at the per meal prices set forth in Attachment C. Aramark will provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance. The County shall notify Aramark of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, Aramark shall prepare and will be paid for the same number of meals as prepared for the previous day.

B. Price: The pricing set forth on Attachment, attached hereto, shall apply for the periods as set forth on Attachment C.

C. Additional Services: Food, beverage, and other services required or desired by the Facilities outside the scope of this Agreement shall be provided by Aramark upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

D. Billing: Aramark shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any. Invoices and billing shall be separated between the Jail and the Center. The invoices shall reflect the preceding week's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

1. Inmate/Detainee meals
2. Staff/visitor meals
3. Any additional food, beverage, or other services, as required

Aramark shall provide the County with a comprehensive weekly summary of meals, services, and credits. This summary shall be forwarded to the Superintendent of Jail, Sheriff's Executive

Assistant for Fiscal Services, Superintendent of Juvenile Detention, Executive Assistant to Director of Court Services each week.

E. Manner of Payment: Payments per the Illinois Prompt Payment Act (50 ILCS 505/1 *et seq.*).

F. Commissary Product Orders: Aramark shall process orders for Products from inmates in accordance with Aramark's standard procedures. The County shall be responsible to collect, record and make disbursements from inmate commissary accounts for purchases of such Products; provided, however, that Aramark shall have access to each inmate account solely for the purpose of verifying that there are sufficient funds in such account to cover a Product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto.

G. Commissary Billing and Prices: Aramark shall determine the prices at which Products shall be sold, however pursuant to the Illinois Administrative Code, 20 Ill. Admin. Code 701.250, prices of Products charged to inmates shall not exceed those prices for those same Products if sold in local community stores nor shall the prices charged for postal supplies exceed those for those same postal supplies sold at local post offices. Aramark shall supply indigent kits to indigent inmates as requested by the County at \$1.50, as set forth on Attachment B, attached hereto. Aramark shall not modify the cost of the Products and Indigent Products without the express prior written consent of the County. The County will consider Aramark's written request(s) to modify commissary prices when the modification is due to changes in Aramark's costs including, but not limited to, manufacturer price changes, product changes, labor, software-related or shipping-related costs. All written requests for price changes must be accompanied by appropriate documentation, as determined by the County, to substantiate the requested price changes. The decision to approve or deny a price modification request is at the sole discretion of the County and shall be final. Any modification in the cost of the Products and Indigent Products shall be in accordance with Illinois County Jail Standards set forth in Title 20, Part 701.250 of the Illinois Administrative Code as stated at the outset of this paragraph. Aramark will have the right to implement price increases ten (10) working days after written notice is given and approved in writing by the County. Inmates shall not be charged the increased prices until after the commissary menu has been revised to reflect the increased prices at the time, they place their commissary orders. The Sheriff may place dollar limitations on inmates' purchases, which the Sheriff may periodically adjust.

Aramark shall submit to the Superintendent of Jail, Sheriff's Executive Assistant for Fiscal Services, on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by Aramark during such week, if any. The term "**Gross Sales**" shall mean total commissary sales (including, but not limited to, sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Product sales) plus any sales or use taxes. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the County for subsequent delivery to the inmate, and the Product is not returned. For purposes of this Agreement, all sales are final, and no returns will

be honored unless the inmate who ordered a Product refuses delivery of such Product at the time such Product is delivered.

H. Guaranteed Minimum Compensation to the County:

1) Commission Guarantee: Effective October 1, 2024 and throughout the remainder of the term of this Agreement and any extensions thereof, Aramark shall guarantee and compensate the County a minimum monthly commission of Fifty Thousand Dollars (\$50,000.00) (the "Guarantee"). Aramark agrees to reimburse County for the amount, if any, by which the actual commissions payable under this Agreement falls below the Guarantee for the corresponding Agreement month, payable by check to the County within fifteen (15) days after the end of each Agreement year.

2) Guarantee Conditions and Assumptions: Aramark's obligation to reimburse County in accordance with Paragraph 1 above is contingent upon the following conditions and assumptions remaining in effect:

- (a) Aramark shall be the exclusive Commissary service provider to the Facilities.
- (b) Aramark's iCare and Go-Cart programs shall be provided and operated as agreed.
- (c) Inmate Commissary spending limits shall be established at \$75.00 per inmate per week.
- (d) Facilities listed in the Agreement shall not be removed from the scope of services, unless otherwise mutually agreed upon by the Parties.
- (e) Pursuant to the Illinois Administrative Code, 20 Ill. Admin. Code 701.250 and all the other terms and conditions of Section 3. F of this Agreement, if Aramark sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment, Aramark may increase its prices to recover such increased costs. Semi-annually, Aramark shall perform a price audit to compare the prices at which it sells the Products contemplated by this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community ("Comparable Retail Values", share, and discuss results of audit with County. In the event that any of Aramark's prices are below the Comparable Retail Values, the parties shall agree to increase such prices under this Agreement to reflect the Comparable Retail Values, subject to the Illinois Administrative

Code, 20 Ill. Admin. Code 701.250 and all the other terms and conditions of Section 3. F of this Agreement.

- (f) Subject to all the other terms and conditions of this Agreement, County and its representatives and employees shall fully cooperate with Aramark and its representatives in the implementation of the Commissary program and modifications to the program.

If any of the foregoing conditions or assumptions is not met during the term of the Agreement, Aramark's obligation to pay the Guarantee shall cease and Aramark and County agree to renegotiate the Guarantee.

I. Commissary Commissions: Effective February 1, 2024 through September 30, 2024, Aramark shall pay to the County a commission in an amount equal to Twenty-Three Percent (23%) of Net Sales to the Inmate Trust (Commissary) Fund. Effective October 1, 2024, Aramark shall pay to the County a commission in an amount equal to Forty-Seven and One-Half percent (47.5%) of Net Sales to the Inmate Trust (Commissary) Fund. Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during such month. For purposes of this Paragraph, "**Net Sales**" means total Product sales for inmate Commissary and Go-Cart (excluding all sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, Indigent Products, or any other item sold at cost, all of which shall have no commission) less sales or use taxes, authorized returns, and handling charges. Notwithstanding the foregoing, for the purposes of commissions paid pursuant to this Section 3.H, Net Sales shall not include sales from iCare, Fresh Favorites or iCare Fresh; commissions for those services shall be paid pursuant to the sections below.

J. iCare: Aramark shall provide and operate its iCare program at the Facility. iCare is an online ordering system to allow friends and families of inmates to order commissary products online and have them delivered to inmates. Aramark shall ensure that all products made available online are listed in the approved commissary list included as Attachment A to this Agreement. Aramark shall not add any product that is not listed in the approved commissary list. The County will consider the addition of seasonal specials. Any additions and/or changes are subject to the approval of the County. Pricing for commissary items sold online shall be the same as or lower than the pricing in the approved commissary list included as Attachment A to this Agreement. Aramark may bundle items as long as the prices of the individual items are the same as or lower than the price listed in the approved commissary list. Aramark shall not modify the cost of items or add any fees without the express written consent of the County, which shall not be unreasonable withheld, delayed or conditioned. Aramark may charge a service fee for online iCare purchases. The fee will apply to each order, regardless of the number of items included in that order. Aramark shall provide a means for the County's authorized representative to independently run a sales report for any given period to match with the commissary commission issued to the County. The sales report must access information directly from Aramark's iCare database and must not be subject to modifications by

Aramark. The sales report must be in Microsoft Excel format or exportable to Excel. Aramark shall be responsible for monitoring fraudulent activities. Online orders made by the family or friends of an inmate shall be deducted from the inmate's personal fund account without the inmate's written consent.

Effective October 1, 2024, the County shall earn a commission in an amount equal to Thirty Percent (30%) of Net Sales of all iCare packages. Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during such month. For purposes of this Paragraph, “**Net Sales**” means total iCare sales, less sales or use taxes, authorized returns, and handling charges. Notwithstanding the foregoing, the County shall not earn a commission on the sale of iCare packages from February 1, 2024 through September 30, 2024.

K. Fresh Favorites: Aramark shall provide and operate its Fresh Favorites program. Aramark shall determine the prices at which Fresh Favorites items shall be sold. If Aramark sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, Aramark may increase its Fresh Favorites prices to recover such increased costs. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when a Fresh Favorite item purchased by an inmate is delivered.

Aramark shall pay to the County a commission in an amount equal to Twenty Percent (20%) of Net Sales on the Fresh Favorite items. Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during the prior month. For purposes of this Paragraph “**Net Sales**” means total Fresh Favorite products sales, less sales or use taxes, authorized returns and handling charges.

L. iCare Fresh: Aramark shall provide and operate its iCare Fresh program. Aramark shall determine the prices at which iCare Fresh items shall be sold. If Aramark sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, Aramark may increase its iCare Fresh prices to recover such increased costs. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when an iCare Fresh item purchased by an inmate is delivered.

Aramark shall pay to the County a commission in an amount equal to Twenty Percent (20%) of Net Sales on iCare Fresh items. Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during the prior month. For purposes of this Paragraph “**Net Sales**” means total iCare Fresh product sales, less sales or use taxes, authorized returns and handling charges.

M. Global Tel*Link: The parties acknowledge that Aramark has a contractual relationship with Global Tel*Link ("GTL") that is a third-party supplier of payment processing services. Aramark shall provide and maintain payment processing services for

commissary and bail/bond payments ("Services") at the Jail Facility. GTL shall accept commissary and self-release payments made by cash, credit card or debit card. GTL shall charge each person who uses the Services a transaction fee in accordance with the agreed upon fee schedule. Aramark shall not increase the amounts or add any interest and/or surcharges without the express prior written consent of the County. The service fee must be disclosed to the user prior to finalizing the deposit. Users must be offered the option of canceling the deposit transaction if they object to the service fee amount. Aramark shall provide and maintain a toll-free number with English and Spanish speaking customer service representatives to assist monolingual customers. Aramark customer service representatives must handle and resolve all issues related to deposit services including kiosk malfunctions, website failures, and transaction failures. Said toll-free number must be posted next to all deposit kiosks. Aramark shall be responsible for monitoring fraudulent activities. Deposits posted in an inmate's account as a result of fraudulent activity, including but not limited to the use of counterfeit bills or stolen credit cards, shall not be deducted from the inmate's personal fund account without the written consent of the Jail Superintendent or his designee.

N. Restricted Grant: Upon execution of this Agreement, Aramark shall make a restricted grant to County in an amount up to one hundred fifty thousand dollars (\$150,000.00) (the "2024 Grant"). The County agrees to invest the 2024 Grant in new kitchen equipment to be used at the Facilities. The 2024 Grant shall be amortized on a straight-line basis over a period of five (5) years, commencing upon provision of the 2024 Grant to the County. Upon expiration or termination of the Agreement by either party for any reason whatsoever prior to the complete amortization of the 2024 Grant, the County shall reimburse Aramark for the unamortized balance of the 2024 Grant as of the date of expiration or termination, plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date Aramark provided the 2024 Grant at the Prime Rate plus two (2) percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within thirty (30) days of expiration or termination, the County agrees to pay interest on such amounts at the Prime Rate plus two (2) percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waived of Aramark's right to receive payment of invoices within thirty (30) days of invoice date.

O. TRUST FUND: Aramark shall manage all functions of inmate trust fund accounting. Aramark will post all intake monies and mail monies to the trust fund accounting system on the next business day after its receipt of such monies. Upon an inmate's release from the Facility, any monies remaining on an inmate's trust fund shall be transferred by Facility staff to a debit card that will be issued to the inmate for the balance remaining on their trust fund. Aramark shall provide said debit cards to the Sheriff at no cost to the County. Aramark shall remit to the County any monies collected from transactions charged to the inmates (i.e. medical charges, daily charges, and any other fees allocated by the County to be charged) once per month and complete the monthly bank reconciliation.

Aramark shall provide any and all reports requested by the County detailing all commissary transactions including, but not limited to, the transaction date, inmate's full name, inmate's Facility number (MID#), list of items(s) delivered, total pre-tax charges/credit to inmate's account and breakdown of charges/credits by commission type. Aramark shall cooperate with the County's periodic review of Aramark's performance. Aramark shall make itself available onsite to review the progress of the project and Agreement, as requested by the County. Aramark agrees to extend to the County or the County's designees and/or the designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure the progress of the project and Agreement is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

4. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply, and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark's price per meal or commission, modifications to the menu or product offerings, or modifications to Aramark's scope of services. However, any said possible increases, modifications or changes shall be subject to all the other terms and conditions in this Agreement, including, but not limited to, the prices of products charged to inmates pursuant to Illinois Administrative Code, 20 Ill. Admin. Code 701.250.

5. ACCESS AND RECORDS: Aramark will maintain accurate books and records in connection with the food and commissary service operations and shall retain such records during the term of this Agreement and for a period of three (3) years after the Agreement expires or is terminated, or until all claims have been resolved, whichever period is longer, unless a longer period is required under this Agreement.

6. TERM OF AGREEMENT: The initial term of this Agreement shall commence on February 1, 2024 and shall continue through September 30, 2025, unless terminated sooner as provided in Section 7 of this Agreement. By mutual agreement, and upon approval of the Winnebago County Board, this Agreement may be renewed for three (3) additional one-year periods. Thereafter, upon the approval of the Winnebago County Board, the County and Aramark may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been

mutually agreed upon by the County and Aramark. Further, for any year beyond the initial term of this Agreement, this Agreement is contingent upon the appropriation of sufficient funds.

7. TERMINATION:

A. Termination for Convenience: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days' notice to the other party. This notice shall state the effective date of the termination.

B. Termination for Default: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default. This notice shall state the effective date of the termination.

C. Consequences of Termination: If this Agreement is terminated under any circumstances, the County shall pay Aramark for all inmate and staff meals, and other services, provided by Aramark to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by Aramark, to purchase Aramark's usable inventory of food and supplies. The purchase price for such inventory shall be Aramark's invoice cost.

In the event of termination, Aramark shall return to the County all County assets, supplies, materials or information in Aramark's possession. Aramark shall also provide the County with all inmate trust account fund balances and any other financial documents, information, records and data relative to inmate records that would enable the County or the County's designated service provider to assume operation of the inmate commissary service and Inmate Trust (Commissary) Fund. If this Agreement is terminated under any circumstances, Aramark shall be entitled to receive payments from the County for work completed prior to the termination date in accordance with the terms and conditions of this Agreement.

Aramark shall cooperate with the County and with any other entity which includes, but is not limited to, other agencies, vendors, or contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination.

8. INDEMNITY: County shall not be liable for, and Aramark shall defend, indemnify and hold harmless the County, its agents servants, and employees and all elected and appointed officials of the County (collectively, "County Parties") against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including without limitation attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to and arising either directly or indirectly from the act, error, omission or negligence of Aramark or its

contractors, affiliates, licensees, agents, servants or employees, excepting only Claims caused by the sole negligence or willfulness of the County parties. This also includes Aramark's use of inmates in the commissary service operations at the Facility, whether or not such liability is attributable to any act of negligence by Aramark, its officers, affiliates, employees, agents, consultants, subcontractors, owners or shareholders. Notwithstanding the foregoing indemnities, Aramark shall not be liable under this clause where liability results solely from a breach of security,

Aramark expressly understands and agrees that any Fidelity Bonds or insurance protection required of Aramark, or otherwise provided by Aramark, shall in no way limit the responsibility to indemnify the County Parties as hereinabove provided. Aramark shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect with any litigation in which Aramark is obligated to indemnify, defend and hold harmless the County under its Agreement with the County.

Aramark represents and warrants for the benefit for the County, and their users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied under this Agreement. Aramark shall, at its own expense, indemnify, defend, settle, and hold harmless the County against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Aramark shall pay all costs) damages and attorneys' fees that a court awards as a result of any such claim.

9. INDEPENDENT CONTRACTOR: Aramark and any of its affiliates, agents and employees, in the performance of this Agreement must act in an independent capacity and not as officers or employees or agents of the County.

Aramark shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, representative, or employee of the County. Aramark shall be solely responsible for the acts and omissions of its officers, affiliates, agents, employees, contractors, and subcontractors, if any.

Nothing herein shall be considered as creating a partnership or joint venture between the County, and Aramark. No person performing any services and/or supplying any goods shall be considered an officer, agent, servant, or employee of the County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

Aramark is responsible for payment to its affiliates, or subcontractors and must monitor, evaluate, and account for the affiliate(s) and/or subcontractor(s) services and operations.

10. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its

respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

11. CONFLICTS OF INTEREST: Aramark covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

12. CONFIDENTIAL INFORMATION: Aramark agrees to comply with and to require its employees and agents to comply with all applicable federal or state statutes or regulations respecting confidentiality, including, but not limited to, the identity of persons served under this Agreement, their records, or services provided to them. Subject to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), Aramark shall ensure that all information received from the County, including but not limited to services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of such services. No person shall publish, disclose, permit, or cause to be published or disclosed any list of persons receiving services, except as may be required in the administration of such service. Aramark agrees to inform all employees, affiliates, agents, and partners of the above provisions. In the event Aramark receives a subpoena, court order, or other legal document requiring release of the information, or is informed that such a document is being requested, Aramark shall immediately give notice to the County's authorized representative in order to permit the County to seek a Protective Order or other similar order, or take appropriate action. Aramark agrees that all personnel at the Jail and Center must maintain the confidentiality of the inmate's names and status at all times. They may not share that information with others for any reason outside of other Aramark employees and only for the purpose of being able to properly complete their required work tasks.

All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark's business (collectively, the "Aramark Proprietary Information") are and shall remain confidential and the sole property of Aramark and constitute trade secrets of Aramark. The County shall keep all Aramark Proprietary Information confidential and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information shall be returned to Aramark.

13. ASSIGNMENT: Aramark may not assign this Agreement, either in whole or part, without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed). Any assignment without said consent of the County shall be null and void. However, this provision shall not prohibit Aramark from assigning this Agreement, in its sole discretion, to

any of its affiliates without any consent being required. The term “affiliate” means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.

14. PRESS RELATIONS: Aramark shall coordinate any press releases concerning their services at the Jail with the Sheriff. Aramark shall coordinate any press releases concerning their services at the Center with the Office of the Chief Judge.

15. ENTIRE AGREEMENT: This Agreement represents the entire agreement and understanding between the County and Aramark and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Aramark. In the event of a conflict between the Agreements, Aramark’s bid, and the Request for Proposal; the order of precedence shall be 1) any Amendments to the Agreement; 2) Agreement; 4) Aramark’s Bid; and 3) the Request for Proposal.

16. SEVERABILITY: If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

17. WAIVER: The failure of Aramark or the County to exercise any right or remedy available under this Agreement upon the other party’s breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

18. COUNTERPARTS; PDF AND FACSIMILE SIGNATURES: This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one, and the same, document. Signatures of the Parties may be exchanged by pdf or facsimile, and such pdf or facsimile signature pages shall be deemed originals in all respects. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts.

19. GOVERNING LAW: This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois. Proper venue for legal action regarding this Agreement shall be in the County of Winnebago, Illinois.

20. COOPERATION WITH REVIEW: Aramark shall cooperate with County’s periodic review of Aramark's performance. Aramark shall make itself available onsite to review the progress of the terms and conditions of the Agreement, as requested by the County upon reasonable advanced notice.

Aramark agrees to extend to the County and/or the County's designee(s) and/or County Auditor the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, Illinois and Federal regulations are met, and that adequate internal fiscal controls are maintained.

21. FIDELITY BONDS: Before receiving compensation under this Agreement, Aramark shall furnish to the County with evidence that all Aramark officials, employees, affiliates, subcontractors and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in a principal face amount of no less than one million dollars (\$1,000,000.00) (the "Fidelity Bond"). The Fidelity Bond shall be in place throughout the life of the Agreement. If such bond is cancelled or reduced, Aramark shall notify the County immediately, and County may withhold further payment to Aramark until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

Aramark Correctional Services, LLC

**County of Winnebago, Illinois
a body politic and corporate**

By: _____
Stephen Yarsinsky
Vice President, Finance

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

Date: _____

Date: _____

**Attachment B
Indigent and Admission Kit List**

Admission Kit: \$1.50

- 1 All-In-One Shampoo
- 1 Toothpaste
- 1 Comb
- 1 Toothbrush (shorty)
- 1 Plastic Cup
- 1 Small Bar Soap

Indigent Kit: \$1.50

| Week 1 | QTY |
|--|------------|
| 5 INCH BLACK COMB | 1 |
| DRY POSTAGE STAMPED ENVELOPE | 1 |
| FLEX PEN BLUE | 1 |
| THUMBPRINT TOOTHBRUSH | 1 |
| YELLOW LEGAL PAPER | 3 |
| DAWNMIST SHAMPOO/ BODYWASH PACKET .34 OZ | 1 |
| DAWNMIST CLEAR GEL TOOTHPASTE .85 OZ | 1 |
| | |
| Week 2 | |
| YELLOW LEGAL PAPER | 3 |
| DAWNMIST SHAMPOO/ BODYWASH PACKET .34 OZ | 1 |
| DAWNMIST CLEAR GEL TOOTHPASTE .85 OZ | 1 |
| DRY POSTAGE STAMPED ENVELOPE | 1 |
| | |
| Week 3 | |

| | |
|--|---|
| YELLOW LEGAL PAPER | 3 |
| DAWNMIST SHAMPOO/ BODYWASH PACKET .34 OZ | 1 |
| DAWNMIST CLEAR GEL TOOTHPASTE .85 OZ | 1 |
| DRY POSTAGE STAMPED ENVELOPE | 1 |
| | |
| Week 4 | |
| YELLOW LEGAL PAPER | 3 |
| DAWNMIST SHAMPOO/ BODYWASH PACKET .34 OZ | 1 |
| DAWNMIST CLEAR GEL TOOTHPASTE .85 OZ | 1 |
| DRY POSTAGE STAMPED ENVELOPE | 1 |

Attachment C
Winnebago County, IL
Per Meal Pricing

| <u>Term Year</u> | <u>Adult Fixed Pricing Per Meal</u> | <u>Juvenile Fixed Pricing Per Meal</u> |
|-----------------------------------|--|---|
| Year 1 2/1/2024 – 9/30/2024 | \$0.992 | \$4.753 |
| Year 2 10/1/2024- 9/30/2025 | \$1.416 | \$4.753 |
| Year 3 10/1/2025- 9/30/2026 | \$1.499 | \$5.029 |
| Year 4 10/1/2026- 9/30/2027 | \$1.578 | \$5.296 |
| Year 5 10/1/2027- 9/30/2028 | \$1.649 | \$5.534 |

| Aramark Agreement Overview (New) | | |
|--|--|---|
| Aramark Pricing Per Meal Breakdown | | |
| Term Year | Adult Fixed Pricing Per Meal | Juvenile Fixed Pricing Per Meal |
| Year One 2/1/2024 - 9/30/2024 | \$0.992 | \$4.753 |
| Year Two 10/1/2024 - 9/30/2025 | \$1.416 | \$4.753 |
| Year Three 10/1/2025 - 9/30/2026 | \$1.499 | \$5.029 |
| Year Four 10/1/2026 - 9/30/2027 | \$1.578 | \$5.296 |
| Year Five 10/1/2027 - 9/30/2028 | \$1.649 | \$5.534 |
| Aramark Commissary Commissions Breakdown | | |
| | Effective Today through 9/30/2024 | Effective 10/1/2024 through Contract |
| Commissary Commissions | 23% | 47.5% |
| iCare Packages | - | 30% |
| Effective Today through Contract End Date | | |
| Fresh Favorites | 20% | |
| iCare Fresh | 20% | |

Clarifications:

Adult pricing per meal is locked into the previous contract rate due to forgoing commissary commissions through 9/30/2024.

Juvenile pricing increases are now inclusive of labor to have meals served by Aramark. Previously, that was only 3 days per week.

Juvenile meals require higher calorie and nutritional guidelines. State funding is provided to off-set costs.

| Historical Agreement Overview (2019) | | |
|---|-------------------------------------|--|
| Aramark Pricing Per Meal Breakdown | | |
| Term Year | Adult Fixed Pricing Per Meal | Juvenile Fixed Pricing Per Meal |
| Year One | \$0.899 | \$3.043 |
| Year Two | \$0.921 | \$3.119 |
| Year Three | \$0.945 | \$3.197 |
| Year Four | \$0.968 | \$3.277 |
| Year Five | \$0.992 | \$3.359 |
| Aramark Commissary Commissions Breakdown | | |
| | 2019-2024 | |
| Commissary Commissions | 42% | |
| iCare Packages | 30% | |
| Fresh Favorites | 20% | |
| iCare Fresh | 20% | |

Clarifications:

Minimum monthly guarantee on commissions is increasing to \$50,000 from \$32,500.

Fresh Favorites and iCare Fresh were added mid-contract.



Resolution Executive Summary

Prepared By: Rick Ciganek
Committee: Public Safety and Judiciary Committee
Committee Date: May 15, 2024
Board Meeting Date: May 23, 2024
Resolution Title: Resolution authorizing a five-year agreement with Flock Group Inc for the deployment of license plate readers throughout Winnebago County

Budget Information:

| | |
|--|---|
| Was item budgeted? No | Appropriation Amount: \$719,250.00 |
| If not, explain funding source: Federal Seizure account | |
| ORG/OBJ/Project Code: N/A | Descriptor: Flock LPR's |

Background Information: The Winnebago County Sheriff's Office is proposing the deployment of Flock Safety license plate readers (LPRs) as part of an initiative to enhance local law enforcement capabilities, improve public safety, and solve crimes more effectively. Flock LPRs are state-of-the-art surveillance tools that help law enforcement agencies detect, deter, and investigate crime by capturing and analyzing license plate data in real-time.

Recommendation: Approve the agreement for a five-year contract, with payments to be made in annual installments. The cost for the first year is \$174,250.00, and for each subsequent year, the annual payment will be \$136,250.00, which will be budgeted accordingly.

Contract/Agreement: Attached

Legal Review: The State's Attorney's Office has reviewed and approved the contract.

Follow-Up: n/a

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety and Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING A FIVE-YEAR AGREEMENT WITH FLOCK GROUP INC FOR THE
DEPLOYMENT OF LICENSE PLATE READERS THROUGHOUT WINNEBAGO COUNTY**

WHEREAS, the Winnebago County Sheriff's Office is requesting the deployment of Flock Safety license plate readers (LPRs) as part of an initiative to enhance local law enforcement capabilities, improve public safety, and solve crimes more effectively; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Agreement, Resolution Exhibit A, and recommends approving Agreement; and

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

24000/43190

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized to execute, on behalf of the County of Winnebago, Illinois an Agreement with FLOCK GROUP, INC. 1170 HOWELL MILL ROAD, SUITE 210, ATLANTA, GA 30318, in substantially the same form as that attached Resolution Exhibit A, in the amount of ONE HUNDERD SEVENTY-FOUR THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$174,250.00) for the first year and ONE HUNDRED THIRTY-SIX THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$136,250.00) for each subsequent year.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to execute the aforementioned Agreement, and the award in substantially the same form as the Agreement attached hereto as Exhibit A.

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

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

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

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

ATTESTED BY:

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

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the County of Winnebago, Illinois on behalf of the Winnebago County Sheriff’s Office – Illinois, which are entities identified in the signature block (collectively referred to as “*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 20 day of March 2024. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. Any late fees on payments under this Agreement shall be pursuant to provisions of Illinois' Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form,

this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will provide Customer advanced written notice and remove any applicable Flock Hardware within a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents, elected and appointed officials and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“*Deployment Plan*”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C (“*Customer Obligations*”). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent from the Customer, Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Customer for payments to be made under this Agreement, then the Customer will notify Flock in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Flock Services completed to the date of notification will be made to Flock. No payments will be made or due to Flock and under this Agreement beyond those amounts appropriated and budgeted by the Customer to fund payments under this Agreement.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

If to the County of Winnebago, Illinois:

ADDRESS: Winnebago County Administration Building, 404 Elm Street, Rockford, Illinois 61101

ATTN: Winnebago County Administrator

EMAIL: _____

If to the Winnebago County Sheriff's Office:

Winnebago County Sheriff

Winnebago County Justice Center

650 W. State Street

Rockford, Illinois 61101

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

**Flock Safety + IL - Winnebago County
SO**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dan Murdock
dan.murdock@flocksafety.com
3124153858

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: IL - Winnebago County SO
 Legal Entity Name: IL - Winnebago County SO
 Accounts Payable Email: boomerk@wcso-il.us
 Address: 650 W State St Rockford, Illinois 61102

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|--------------------------------------|----------|----------|---------------------|
| Flock Safety Platform | | | \$136,250.00 |
| Flock Safety LPR Products | | | |
| Flock Safety Falcon ® | Included | 44 | Included |
| Flock Safety Falcon ® Flex | Included | 1 | Included |
| Flock Safety Platform Add Ons | | | |
| Additional Battery Pack | Included | 1 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|--|------------|----------|---------------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - Standard Implementation Fee | \$650.00 | 21 | \$13,650.00 |
| Professional Services - Existing Infrastructure Implementation Fee | \$150.00 | 4 | \$600.00 |
| Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region | \$1,250.00 | 19 | \$23,750.00 |
| Subtotal Year 1: | | | \$174,250.00 |
| Annual Recurring Subtotal: | | | \$136,250.00 |
| Estimated Tax: | | | \$0.00 |
| Contract Total: | | | \$719,250.00 |

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Special Terms:

- Parties mutually agree that the price of Flock Safety Falcon Cameras will be priced at \$3,000 for the Initial Term of five (5) years.

| Schedule | Amount (USD) |
|--------------------------------------|--------------|
| Year 1 | |
| At Contract Signing | \$174,250.00 |
| Annual Recurring after Year 1 | \$136,250.00 |
| Contract Total | \$719,250.00 |

*Tax not included

Product and Services Description

| Flock Safety Platform Items | Product Description | Terms |
|-----------------------------|---|---|
| Flock Safety Falcon ® | An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes. | The Term shall commence upon first installation and validation of Flock Hardware. |
| Flock Safety Falcon® Flex | An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install. | The Term shall commence upon execution of this Statement of Work. |

| One-Time Fees | Service Description |
|---|--|
| Installation on existing infrastructure | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief. |

FlockOS Features & Description

| FlockOS Features | Description |
|------------------|-------------|
| | |

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Winnebago County SO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: May 23, 2024

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. Summary of April 9, 2024, Public Meeting with Constellation Energy Generation, LLC Regarding Escape Hoods (EPID L-2024-LRM-0041)
 - b. Federal Register/Vol. 89, No. 89/Tuesday, May 7, 2024/Notices
 - c. An Application for Amendments to Facility Operating Licenses and Involving Proposed No Significant Hazards Consideration Determination and Containing Sensitive Unclassified Non-Safeguards Information.
 - d. Byron Station-Integrated Inspection Report 05000454/2024001; 05000455/2024001 and 07200068/2024001.
 - e. Federal Register/Vol. 89, No. 94/Tuesday, May 14, 2024/Notices
2. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Collateralization Report – March 31, 2024



WINNEBAGO COUNTY

— ILLINOIS —

- b. Investment Report - as of April 30, 2024
 - c. Winnebago County Treasurer Bank Balances –April, 2024
 - d. Interest Report- As of May 1, 2024

3. County Clerk Gummow received Monthly Reports from the Winnebago County Recorder’s Office and Winnebago County Clerk’s Office for April, 2024.

4. County Clerk Gummow received from Stillman Fire Protection District the following:
 - a. Agenda from Decennial Committee Meeting #1 on October 10, 2023
 - b. Agenda from Decennial Committee Meeting #2 on February 13, 2024
 - c. Agenda from Decennial Committee Meeting #3 on April 9, 2024
 - d. Final report/document for the Stillman Fire Protection District Decennial Committee dated April 9, 2024
 - e. Minutes for Meeting #1 on October 10, 2023
 - f. Minutes for Meeting #2 on February 13, 2024
 - g. Minutes for Meeting #3 on April 9, 2024

Adjournment