



WINNEBAGO COUNTY

— ILLINOIS —

REVISED AGENDA

VIRTUAL MEETING – ZOOM

<https://www.youtube.com/c/WinnebagoCountyIL/live>
(WINNEBAGO COUNTY YOU TUBE LIVE)

Thursday, December 22, 2022
6:00 p.m.

1. Call to Order Chairman Joseph Chiarelli
2. Invocation and Pledge of Allegiance Board Member Angie Goral
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
6. Approval of Minutes Chairman Joseph Chiarelli
 - A. Approval of November 22, 2022 minutes
 - B. Layover of December 8, 2022 minutes
7. Consent Agenda.....Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. Appointments (Per County Board rules, Board Chairman appointments require a 30-day layover unless there is a suspension of the rule).
9. Reports of Standing Committees.....Chairman Joseph Chiarelli
 - A. Finance Committee John Butitta, Committee Chairman
 1. Committee Report
 2. Resolution Authorizing County Contribution for State’s Attorneys Appellate Prosecutor’s Program

3. Resolution to Approve Purchase of Vehicle for ESDA Coordinator with ARPA Funds
4. Resolution to Fund Water Resources Strategic Plan with ARPA Phase IV Funds
5. Resolution to Fund Baker Tilly Professional Services for River Bluff Nursing Home

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

Planning and/or Zoning Requests:

1. Committee Report

C. Economic Development Committee.....**John Sweeney, Committee Chairman**

1. Committee Report
2. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$100,000 from the Revolving Loan Fund to Spare Part Solutions, Inc. and Kebby Industries, Inc.
3. Resolution Abating Property Taxes on Property Located at 6164 All World Way, Roscoe, Illinois Specifically Identified as Property Index Number 04-15-300-020 and Commonly Known as All World Machinery Supply, Inc.

D. Operations and Administrative Committee.....**Keith McDonald, Committee Chairman**

1. Committee Report
2. Resolution Awarding Annual Fire Alarm Inspection Services
3. Resolution Approving Emergency Agreement With Terracon
4. Ordinance Amending Chapter 14 of the Winnebago County Code of Ordinances Regarding Registration Fees for Dogs and Cats to be Laid Over
5. Ordinance Amending Chapter 2, Article II, Division 4 of the Winnebago County Code Relating to the Rules of Procedure of the County Board of the County of Winnebago, Illinois to be Laid Over

E. Public Works Committee**Dave Tassoni, Committee Chairman**

1. Committee Report
2. (22-039) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-built Quantities for Charles Street Resurfacing from Alpine Road to Mulford Road (Section: 21-00687-00-RS)
Cost: \$(27,232.83) Deduction C.B. District: 15
3. (22-040) Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Winnebago, The City of South Beloit, The Village of Winnebago and Rockford Township for the Coordination of a SPR Grant
Total Cost: \$668,900
County Cost: \$00.00 C.B. District: County Wide
Federal Funds: \$535,120
State Funds: \$133,780
4. (22-041) Resolution Authorizing the Purchase of a Skid Steer Loader
Cost: \$74,718.61 C.B. District: County Wide
5. (22-042) Resolution for Award of Maintenance of Traffic Signals on the County Highway System and the Appropriation of MFT Funds (Section: 22-00711-00-TL)
Cost: \$562,990 C.B. District: County Wide

6. (22-043) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-Built Quantities for Latham Road Resurfacing from Meridian Road to Owen Center Road
(Section: 21-00700-00-RS)
Cost: \$(83,440.59) Deduction C.B. District: 1

- F. Public Safety and Judiciary Committee.....**Brad Lindmark, 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, January 12, 2023

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
NOVEMBER 22, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Tuesday, November 22, 2022 at 6:00 p.m.
2. Board Member Crosby gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements:
4. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Gerl, Goral, Hoffman, Lindmark, McCarthy, McDonald, Redd, Salgado, Schultz, Sweeney, Tassoni, Webster and Wescott were present.) (Board Members Kelley and Nabors were absent.)

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

5. Public Participation- Chief Jerry Caskey, American Rescue Plan Funds, Pro

Awards - Recognition of Outgoing Board Members

Presentations - None

Public Hearings - None

Board Member Nabors arrived at 6:10 p.m.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Hoffman made a motion to approve County Board Minutes of October 27, 2022 and layover County Board Minutes of November 10, 2022, seconded by Board Member Nabors. Motion was a unanimous vote of all members present. (Board Member Kelley was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for November 22, 2022. Board Member McCarthy made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Crosby. Motion was a unanimous vote of all members present. (Board Member Kelley was absent.)

APPOINTMENTS

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

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve a Resolution Accepting Grant Agreement Between River Bluff Nursing Home and Illinois Department of Healthcare and Family Services, seconded by Board Member Hoffman. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)
10. Board Member Salgado read in for the first reading of an Ordinance to Amend Budget for HFS Grant Award Received by River Bluff to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Goral. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Kelley was absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Nabors. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)
11. Board Member Salgado made a motion to approve a Resolution Approving Nurse Call System Lights for River Bluff Nursing Home, seconded by Board Member Goral. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)
12. Board Member Salgado read in a Resolution Approving Sidewalk Patching for Courthouse and Public Safety Building. Board Member Arena made a motion to table the Resolution, seconded by Board Member McDonald. Discussion by Board Member Arena. Motion was approved by a voice vote. (Board Member Crosby voted no.) (Board Member Kelley was absent.)
13. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of a Claim against the County of Winnebago Entitled Timothy Coomer versus Winnebago County, seconded by Board Member Nabors. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.) Board Member Salgado stated he was in discussions with the Fire Chiefs regarding ARP Funds.

ZONING COMMITTEE

14. No Report.

ECONOMIC DEVELOPMENT

15. Board Member Sweeney announced there will be an Economic Development Committee meeting Monday at 5:30 pm.

OPERATIONS & ADMINISTRATIVE COMMITTEE

16. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Arthur J. Gallagher for the Property and Casualty Coverage, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)
17. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of a Renewal Agreement with Voya Financial for Stop Loss Specific Coverage on the Self-insured Co-Pay/POS and High Deductible Medical Plans, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)
18. Board Member McDonald read in for the first reading of an Ordinance Establishing Civil Fees and Criminal and Traffic Assessments to be Charged by the Clerk of the Circuit Court to be Laid Over. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Arena. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Kelley was absent.) Board Member McDonald made a motion to approve the Ordinance, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)
19. Board Member McDonald made a motion to approve a Resolution Approving Emergency Agreement with First Onsite, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)

PUBLIC WORKS

20. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

21. Board Member Gerl made a motion to approve a Resolution Renewing the Annual Maintenance Agreement for X-Ray Scanners, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)
22. Board Member Gerl made a motion to approve a Resolution Approving a First Amendment to Masters Services and Purchasing Agreement with AXON Enterprise, Inc., for Body Worn Cameras, In-Car Video and Interview Rooms Systems, Tasers, Related Hardware, Software and Storage, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)
23. Board Member Gerl made a motion to approve a Resolution Accepting Award and Authorizing Agreements between the County of Winnebago, Illinois, the U.S. Department of Justice, and Project Safe Neighborhoods (PSN) Partners, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)

24. Board Member Gerl made a motion to approve a Resolution Awarding Service Agreement Using Public Safety Sales Tax Alternative Funding to Tommy Meeks, Rosecrance and Remedies, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Kelley was absent.)

UNFINISHED BUSINESS

25. **Appointments Read in November 11, 2022**

Board Member Arena moved to suspend the rules on the Appointments (as listed below), seconded by Board Member Booker. Motion to suspend the rules was approved by a unanimous vote of all members present. (Board Member Kelley was absent.) Board Member Arena made a motion to approve the Appointments, seconded by Board Member Webster. Board Member McDonald abstained from the North Park vote and Board Member McCarthy abstained from the Rockford Area Venue and Entertainment Authority Board. Motion was approved by a voice vote. (Board Member Kelley was absent.)

A. North Park Fire Protection District, Annual Compensation: Not to exceed \$1,500 per year

1. R. Brent Meade (Reappointment), Machesney Park, Illinois, November 2022 to November 2025

B. Rockford Area Venue Events, Annual Compensation: None

1. Geno Iafrate (New Appointment), Rockford, Illinois, July 2022 to July 2027
2. Kevin McCarthy (New Appointment), Cherry Valley, Illinois, County Liaison – No Term

C. Emergency Telephone System Board, Annual Compensation: None

1. Shawn Connors (New Appointment), Rockton, Illinois, April 2022 to April 2025

NEW BUSINESS

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

Board Member Webster spoke of the Carpenter's Place collection. The collection box will be on the 5th floor in the Administration Building.

ANNOUNCEMENTS & COMMUNICATION

27. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:

- a. Byron Station – Integrated Inspection Report 05000454/2022003 and 05000455/2022003
 - b. Federal Register/Vol. 87, No. 215/Tuesday, November 8, 2022/Notices
- B. County Clerk Gummow submitted from Charter Communications Quarterly Franchise Fee Payment for the following:
- a. Harlem Township
 - b. Town of Rockton
 - c. Town of Roscoe

Board Member Tassoni spoke of volunteer fire districts in our County. Discussion by Board Member Goral and Redd.

ADJOURNMENT

28. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member McCarthy. Motion was approved by a voice vote. (Board Member Kelley was absent.) The meeting was adjourned at 6:33 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
DECEMBER 8, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, December 8, 2022 at 6:00 p.m.
2. Board Member Fellars gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements:

Please move New Business under Public Participation.
4. Roll Call: 20 Present. 0 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson, and Webster.)

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

5. Awards - None

 Presentations - None

 Public Hearings - None

 Public Participation- Rev. Earl Dotson, Sr. Ministers for Manufacturing's recent trip to Springfield to meet with Legislators, Pro

NEW BUSINESS

6. **(Per County Board rules, passage will require a suspension of Board rules).**
 - A. Board Member Arena made a motion to approve a Resolution Adopting the Organizational Structure of the County Board of the County of Winnebago, Illinois, seconded by Board Member Guevara. Board Member Goral made a motion to amend the Resolution for Board Member Salgado to remain as Finance Chair, seconded by Board Member Nabors. Discussion by Board Member Arena, Hoffman, Nabors and Salgado. Board Member Goral withdrew her motion to amend and Board Member Nabors withdrew his second. Board Member Goral made a motion to place a women on the Finance Committee, seconded by Board Member Fellars. Board Member Guevara called for a point of order. Discussion by Chief of the Civil Bureau Vaughn and Board Members Guevara, Arena and Fellars. Board Member Goral made a motion to add Board Member Crosby on the Finance Committee and remove Board Member Sweeney, seconded by Board Member Crosby. Motion was approved

by a roll call vote of 11 yes and 9 no votes. (Board members Arena, Booker, Guevara, Lindmark, McCarthy, McDonald, Sweeney, Thompson, and Webster voted no.) Board Member Arena made a motion to remove Board Member Arena from Finance and insert Board Member Sweeney, seconded by Board Member Guevara. Discussion by Board Member Fellars, Sweeney, and Guevara. Board Member Arena made a motion to amend his previous motion by removing Board Member Arena from the Finance Committee and replace him with Board member Sweeney and remove Board Member Sweeney from the Zoning Committee and replace with Board Member Arena, seconded by Board Member Sweeney. Motion was approved by a voice vote. Discussion by Board Member Butitta. The amended motion was approved by a unanimous vote of all members present.

- B. Board Member Arena made a motion to suspend the rules on Ordinance Amending Chapter 2, Article II, Division 3 and 4 of the Winnebago County Code Relating to the Rules of Order and Procedure of the County Board of the County of Winnebago, Illinois, seconded by Board Member Booker. Motion to suspend was approved by a unanimous vote of all members present. Board Member Arena made a motion to approve the Ordinance seconded by Board Member Nabors. Discussion by Board Members Arena, Butitta, and Guevara. Board Member Guevara called for a point of order. Board Member Guevara made a motion to amend the ordinance to add section 2-91, seconded by Board Member Butitta. Discussion by Chief of the Civil Bureau Vaughn and Board Members Guevara, Butitta, Sweeney, McDonald, and Crosby. Board Member Guevara withdrew his motion to amend and Board Member Butitta withdrew his second. Motion to approve the original Ordinance was approved by a unanimous vote of all members present.

APPROVAL OF MINUTES

7. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Hoffman made a motion to approve County Board Minutes of November 10, 2022 and layover County Board Minutes of November 22, 2022, seconded by Board Member Nabors. Motion was a unanimous vote of all members present. (Board Member Guevara abstained.)

CONSENT AGENDA

8. Chairman Chiarelli entertained a motion to approve the Consent Agenda for December 8, 2022. Board Member McCarthy made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Crosby. Motion was a unanimous vote of all members present.

APPOINTMENTS

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

Chairman Chiarelli read for the first reading of the Appointment (As listed below.) Discussion by Board Member Webster. Board Member Fellars made a motion to suspend the rules on the Appointment (as listed below.), seconded by Board Member Goral. Motion to suspend the rules was approved by a unanimous vote of all members present. Board Member Fellars made a

motion to approve the Appointment, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present.

A. Zoning Board of Appeals, Annual Compensation: None

1. Ernie Fuhr (New Appointment), Rockford, Illinois, to fulfill the remainder of Ed Conklin's term expiring May 2024

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

10. Board Member Butitta announced the next Finance Committee meeting will be held December 15, 2022.

ZONING COMMITTEE

11. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

12. Board Member Sweeney made a motion to approve a Resolution Approving the American Rescue Plan (ARP) Funds for Economic Impact Program for the Chairman's Initiative Group Five (5) Projects, seconded by Board Member Fellars. Discussion by Board Member Guevara. Motion was approved by a unanimous vote of all members present.

Board Member Sweeney announced the next Economic Development Committee will meet Monday, December 12, 2022.

OPERATIONS & ADMINISTRATIVE COMMITTEE

13. No Report.

PUBLIC WORKS COMMITTEE

14. Board Member Tassoni announced the next scheduled Public Works Committee meeting will be Tuesday, December 13, 2022.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

15. No Report.

UNFINISHED BUSINESS

16. Appointments Read in October 27, 2022

Board Member Goral made a motion to approve the Appointments (as listed below.), seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present.

A. Rockford Hebrew Cemetery Association, Annual Compensation: None

1. Theodore Liebovich (Reappointment), Rockford, Illinois, October 2022 to October 2028
2. Jay Kamin (Reappointment), Rockford, Illinois, October 2022 to October 2028

ANNOUNCEMENTS & COMMUNICATION

17. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:

A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:

- a. Braidwood Station, Units 1 and 2 and Byron Station, Unit Nos. 1 and 2 – Proposed Alternative to the Requirements of the American Society of Mechanical Engineers Boiler & Pressure Vessel Code (EPIDS L-2021-LLR-0035 and L-2021-LLR-0036)
- b. Summary of October 6, 2022, Closed Presubmittal Meeting between the U.S. Nuclear Regulatory Commission and Constellation Energy Generation, LLC, Regarding Transition to Framatome Fuel (EPID L-2022-LRM-0071)
- c. Summary of August 22, 2022, Meeting between the U.S. Nuclear Regulatory Commission and Constellation Energy Generation, LLC. Regarding Performance Monitoring of Steam Generator Welds (EPIDS L-2021-LLR-0074, 0076, 0079, 0091, 0092, 0093 and 0094)
- d. Byron Station, Unit No. 2 – Audit Plan in Support of Review of License Amendment Request Regarding Reinsertion of a High Burnup Accident Tolerant Fuel Lead Test Assembly (EPID L-2022-LLA-0131)
- e. Federal Register / Vol. 87, No. 228 /Tuesday, November 29, 2022 / Notices

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

- a. Winnebago County Treasurer Bank Balances – October, 2022
- b. Collateralization Report – as of October 31, 2022
- c. Investment Report - as of November 1, 2022

Board Member Webster spoke of a conversation the fire chief and himself had regarding ARP funding.

Board Member Tassoni welcomed the new Board Members.

Board Member Crosby thanked the Board Members for their support.

Board Member Sweeney thanked the Board Members for their support.

Board Member Lindmark spoke of his disappointment regarding discussion at caucus and committee structures.

Board Member McCarthy welcomed the new board members and spoke of the attack on Pearl Harbor. Discussion by Board Member Webster.

County Administrator Thompson thanked Scott Lewandowski of Memorial Hall for making arrangements to host Board Meetings and reported that the goal is to be back into the Board room by the next Board Meeting.

Board Member Arena spoke of scheduling Nancy Sylvester training.

ADJOURNMENT

18. 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 7:01 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
6 different organizations for 15 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
30829	1	NORTHERN ILLINOIS RIFLE AND PISTOL CLUB	01/09/2023-04/04/2023	\$1,000.00
30830	1	ROCKFORD UNIVERSITY	01/01/2023-02/18/2023	\$4,999.99

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE	# OF			
#	RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30831	1	ROCK RIVER CONVENTION OF NARCOTICS ANONYMOUS	01/14/2023-01/14/2023	\$253.00
30832	1	ROCK RIVER CONVENTION OF NARCOTICS ANONYMOUS	03/04/2023-03/04/2023	\$253.00

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE	# OF			
#	RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30833	1	AMERICAN LEGION POST #288	01/01/2023-12/31/2023	\$4,999.99
30834	1	FOREVER HUSKY	01/01/2023-12/31/2023	\$4,000.00
30835	1	FOREVER HUSKY	01/01/2023-12/31/2023	\$3,000.00

30836	1	FOREVER HUSKY	01/01/2023-12/31/2023	\$3,000.00
30837	1	FOREVER HUSKY	01/01/2023-12/31/2023	\$3,000.00
30838	1	FOREVER HUSKY	01/01/2023-12/31/2023	\$4,999.99
30839	1	FOREVER HUSKY	01/01/2023-12/31/2023	\$4,999.99
30840	1	ROCKFORD LIVE AND LET LIVE SOCIETY	01/01/2023-12/31/2023	\$4,999.99
30841	1	ROCKFORD LIVE AND LET LIVE SOCIETY	01/01/2023-12/31/2023	\$4,999.99
30842	1	ROCKFORD LIVE AND LET LIVE SOCIETY	01/01/2023-12/31/2023	\$1,500.00
30843	1	ROCKFORD LIVE AND LET LIVE SOCIETY	01/01/2023-12/31/2023	\$2,500.00

This concludes my report,

Deputy Clerk Kathleen M. Clausen

LORI GUMMOW
Winnebago County Clerk

Date 22-Dec-22

RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

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

	<u>FUND NAME</u>		<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$	513,614
101	PUBLIC SAFETY TAX	\$	219,608
103	DOCUMENT STORAGE FUND	\$	29,510
105	VITAL RECORDS FEE FUND	\$	10,469
106	RECORDERS DOCUMENT FEE FUND	\$	311
109	VICTIM IMPACT PANEL FEE	\$	1,600
111	CHILDREN'S WAITING ROOM FUND	\$	120
114	911 OPERATIONS FUND	\$	52,242
115	PROBATION SERVICE FUND	\$	1,369
126	LAW LIBRARY	\$	4,284
129	COUNTY AUTOMATION FUND	\$	15,826
131	DETENTION HOME	\$	26,224
155	MEMORIAL HALL	\$	2,885
158	CHILD ADVOCACY PROJECT	\$	1,205
161	COUNTY HIGHWAY	\$	87,770
162	COUNTY BRIDGE FUND	\$	427
164	MOTOR FUEL TAX FUND	\$	14,452
165	TOWNSHIP HIGHWAY FUND	\$	187,577
169	HIGHWAY REBUILD IL GRANT	\$	17,315
181	VETERANS ASSISTANCE FUND	\$	8,842
185	HEALTH INSURANCE	\$	1,459,537
194	TORT JUDGMENT & LIABILITY	\$	27,793
229	2016D REFUNDING	\$	750
301	HEALTH GRANTS	\$	54,097
302	SHERIFF'S DEPT GRANTS	\$	46,278
304	PROBATION GRANTS	\$	92,735
309	CIRCUIT COURT GRANT FUND	\$	35,655
313	AMERICA RESCUE PLAN	\$	403,740
314	CJCC GRANTS FUND	\$	3,950
401	RIVER BLUFF NURSING HOME	\$	392,638
410	ANIMAL SERVICES	\$	23,486
420	555 N COURT OPERATIONS FUND	\$	20,447
430	WATER FUND	\$	191
501	INTERNAL SERVICES	\$	3,158
743	CAPITAL PROJECTS FUND	\$	60,530
	TOTAL THIS REPORT	\$	3,820,635

The adoption of this report is hereby recommended:


William Crowley, County Auditor

ADOPTED: This 22nd day of December 2022 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

Appointments

Reports of Standing Committees

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: December 15, 2022
Resolution Title: Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutor's Program
County Code: Not Applicable
Board Meeting Date: December 22, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$41,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code:	Budget Impact: None

Background Information: The Office of the State's Attorneys Appellate Prosecutor was created to provide services to the State's Attorneys in Counties containing fewer than 3,000,000 inhabitants. The funding for the Office is funded two-thirds by the State and one-third from the respective Counties that allocate funds. The Office provides various services to the State's Attorney's Office including filing of appellate briefs for appeals, assistance in the prosecution of certain drug cases, labor negotiations, and tax objections. These services are based on the request of the State's Attorney. The allocated amount for the County is \$41,000 and is budgeted each year in the State's Attorney's budget.

Due to severe Agency procurement/supply chain constraints, the Board of Governors of the State's Attorneys Appellate Prosecutor voted unanimously to keep the payment categories the same as the prior period.

Recommendation: Continue to fund the State's Attorneys Appellate Prosecutor's Program

Contract/Agreement: Invoice from the State for \$41,000

Legal Review: Request for funding submitted from the State's Attorney's Office

Follow-Up: N/A

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

2022 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING COUNTY CONTRIBUTION FOR STATE'S
ATTORNEYS APPELLATE PROSECUTOR'S PROGRAM**

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing fewer than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act," 725 ILCS 210/1, *et seq.* as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, in regular session, this 22nd day of December, 2022, does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor and designates the Office of the State's Attorneys Appellate Prosecutors as its Agent to administer the operation of the appellate offices and process said appellate court cases for the County.

BE IT FURTHER RESOLVED, that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of the County of Winnebago in the appeal of all cases when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be

requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorneys duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED, that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED, that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the States Attorney of the County of Winnebago in the discharge of the State's Attorneys duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED, that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as Special Prosecutor in the County of Winnebago by a court having jurisdiction to do so, the County will provide reasonable and necessary clerical and administrative support on an as-needed basis.

BE IT FURTHER RESOLVED, that the County Board of the County of Winnebago hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2023, commencing December 1, 2022 and ending November 30, 2023, by hereby appropriating the sum of \$41,000.00 as consideration for the express purpose of providing apportion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2023.

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 State's Attorney and to the Director of the Office of the State's Attorneys Appellate Prosecutor.

Respectfully submitted,

FINANCE COMMITTEE

AGREE

John Butitta, Chairman

Jaime Salgado

Jean Crosby

Keith McDonald

Joe Hoffman

John F. Sweeney

Michael Thompson

DISAGREE

John Butitta, Chairman

Jaime Salgado

Jean Crosby

Keith McDonald

Joe Hoffman

John F. Sweeney

Michael Thompson

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

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

ATTEST:

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



STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO
DIRECTOR

BEN GOETTEN
CHAIRMAN

November 14, 2022

Honorable J. Hanley
Winnebago County State's Attorney
Winnebago County Courthouse
400 W. State Street, Suite 619
Rockford, Illinois 61101

COLLECTION OF COUNTY MATCHING FUNDS December 1, 2022 - November 30, 2023

County contribution for participation in the State's Attorneys Appellate Prosecutor's Program.

AMOUNT DUE: \$41,000.00

Make check payable to **State's Attorneys Appellate Prosecutor's County Fund** and remit to:

Gloria Mundy
Chief Fiscal Officer
State's Attorneys Appellate Prosecutor
725 South Second Street
Springfield, Illinois 62704

For questions please contact Gloria Mundy at 217-782-1632 or gmundy@ilsaap.org.

PLEASE NOTE: A signed resolution must be returned to the Agency as soon as possible. The resolution serves as your contract with the Agency and must be kept by the Agency for auditing purposes.

PLEASE SUBMIT PAYMENT TO THE AGENCY FOR YOUR **COUNTY CONTRIBUTIONS ONLY** ... do not include payment for any other billing statement such as for special prosecution charges, cannabis fines, etc.



Resolution Executive Summary

Prepared By: Winnebago County Sheriff's Office
Committee: Finance Committee
Committee Date: December 15, 2022
Resolution Title: RESOLUTION AWARDING PURCHASE OF VEHICLE FOR ESDA COORDINATOR
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: December 22, 2022
Budget Information:

Was item budgeted?	Yes - ARP Funded	Appropriation Amount: \$54,980.00
Baker-Tilly ARP Compliance Review: completed and approved		
ORG/OBJ/Project Code: 61300 – 46410 – RP073 Budget Impact: None - using ARP funds		

Background Information:

The Sheriff's Office is requesting a vehicle for the ESDA Coordinator with ARP funds.

Recommendation:

Sheriff Gary Caruana has approved the request to purchase this vehicle.

Baker Tilly:

Approved the purchase as ARP compliant.

Follow-Up:

Vehicle will be ordered once approved. We have been told by the dealership that it will be approximately 26 to 28 weeks to get the vehicles.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2022 CR

RESOLUTION AWARDING PURCHASE OF VEHICLE FOR ESDA COORDINATOR

WHEREAS, the Winnebago County Sheriff requests a County vehicle for the ESDA Coordinator with ARP funds; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Pricing Summary for Illinois Government Agency, received for the aforementioned vehicle and recommends awarding as proposed; and

WHEREAS, the Finance Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

61300 – 46410 - RP073

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County is authorized to execute, on behalf of the County of Winnebago, a Purchase Order to MORROW BROTHERS FORD, INC., 1242 MAIN STREET, GREENFIELD, ILLINOIS, 62044 in the amount of \$54,980.00, as set forth in 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, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO

JAIME SALGADO

JEAN CROSBY

JEAN CROSBY

KEITH McDONALD

KEITH McDONALD

JOE HOFFMAN

JOE HOFFMAN

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this _____ day of _____ 2022.

JOSEPH CHIARELLI

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

ATTESTED BY:

LORI GUMMOW

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

Prepared for:

ILLINOIS GOVERNMENT AGENCY
Prepared by: Richie Wellenkamp
11/14/2022



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

2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$57,030.00
Subtotal	\$57,030.00
<i>Discount Adjustments</i>	
Discount Adjustments	-\$2,050.00
Total	\$54,980.00

Customer Signature

Acceptance Date

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

Prepared for:

ILLINOIS GOVERNMENT AGENCY

Prepared by: Richie Wellenkamp

11/14/2022



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

2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
U1G	Base Vehicle Price (U1G)	\$55,955.00
Powertrain		
998	Engine: 3.5L EcoBoost V6	Included
44U	Transmission: 10-Speed Automatic w/SelectShift	Included
STDGV	GVWR: 7,450 lbs	Included
Seats & Seat Trim		
L	Cloth Front Captain's Chairs	Included
	5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.	
Other Options		
PAINT	Monotone Paint Application	STD
122WB	122" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Capable	Included
	Includes speed-compensated volume and 6 speakers.	
52L	Auto Start-Stop Removal	-\$50.00
	Required option.	
41H	Engine Block Heater	\$100.00
Emissions		
425	50 States Emissions System	STD
Exterior Color		
UM_03	Agate Black Metallic	N/C
Interior Color		

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Prepared for:

ILLINOIS GOVERNMENT AGENCY

Prepared by: Richie Wellenkamp

11/14/2022



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

2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

As Configured Vehicle (cont'd)

Code	Description	MSRP
LH_02	Black Onyx w/Cloth Front Captain's Chairs	N/C

Fleet Options

102A	Equipment Group 102A SSV Package <i>Includes:</i> - Engine: 3.5L EcoBoost V6 - Transmission: 10-Speed Automatic w/SelectShift - ControlTrac w/3.73 Axle Ratio <i>Includes eLSD (Electronic Limited-Slip Differential).</i> - 2-Speed Automatic 4WD <i>Includes neutral towing capability.</i> - GVWR: 7,450 lbs - Cloth Front Captain's Chairs <i>5-passenger seating. Includes 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (fore/aft, recline) and 2-way manually adjustable head restraints.</i> - Radio: AM/FM Stereo w/MP3 Capable <i>Includes speed-compensated volume and 6 speakers.</i> - Column Shifter - Vinyl Floor Covering - Vinyl 2nd Row Seating - Skid Plates - Center Console Delete <i>Deletes armrest and covered media bin.</i> - USB Port Delete <i>Deletes second row smart charging USB port - one (1) A and one (1) C in the back side of the center floor console.</i> - Manual Telescoping Steering Wheel Delete - Push Button Keyless Start Delete	-\$2,080.00
62E	ControlTrac w/3.73 Axle Ratio <i>Includes eLSD (Electronic Limited-Slip Differential).</i> <i>Includes:</i> - 2-Speed Automatic 4WD <i>Includes neutral towing capability.</i>	Included
NONTR2	Tires: P275/65R18 AT OWL w/536	Included
64X	Wheels: 18" Machined-Face Aluminum w/536 <i>Includes magnetic-painted pockets.</i>	Included
21B	2nd Row 40/20/40 Cloth Bench Seat 40/20/40 bench is the standard second row seat. The cloth feature is optional.	\$110.00
18B	Black Platform Running Boards	\$405.00
536	Heavy-Duty Trailer Tow Package	\$795.00

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Prepared for:

ILLINOIS GOVERNMENT AGENCY

Prepared by: Richie Wellenkamp

11/14/2022



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

2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes:</i> <ul style="list-style-type: none">- <i>Wheels: 18" Machined-Face Aluminum w/536</i>- <i>Includes magnetic-painted pockets.</i>- <i>Tires: P275/65R18 AT OWL w/536</i>- <i>26mm Engine Radiator</i>- <i>Integrated Trailer Brake Controller</i>- <i>Pro Trailer Backup Assist</i>- <i>Rear View Digital Camera</i>- <i>Reverse Brake Assist</i>	
SUBTOTAL		\$55,235.00
Destination Charge		\$1,795.00
TOTAL		\$57,030.00

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Prepared for:

ILLINOIS GOVERNMENT AGENCY

Prepared by: Richie Wellenkamp

11/14/2022



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

2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs

Dimensions

- * **Conventional Capacity: 9,200 lbs.**
 - Vehicle body length: 210"
 - Vehicle body height: 76"
 - Rear door opening width: 51"
 - Front track: 68"
 - Vehicle turning radius: 20'
 - Rear brake diameter: 13.5"
 - Interior cargo volume with seats folded: 64 cu.ft.
 - Headroom first-row: 42.0"
 - Leg room first-row: 43.9"
 - Shoulder room first-row: 64.9"
 - Hip room first-row: 62.2"
- * **GCWR: 15,500 lbs.**
 - Vehicle body width: 80"
 - Rear door opening height: 33"
 - Wheelbase: 122"
 - Rear track: 67"
 - Front brake diameter: 13.0"
 - Interior cargo volume: 64 cu.ft.
 - Max interior cargo volume: 105 cu.ft.
 - Headroom second-row: 40.0"
 - Leg room second-row: 41.5"
 - Shoulder room second-row: 64.8"
 - Hip room second-row: 62.6"

Powertrain

- 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 380HP
- Spark ignition system
- Torque: 470 lb.-ft. @2250 RPM
- Radiator
- Driver selectable drivetrain mode
- * **Control-Trac automatic full-time 4WD**
 - Recommended fuel: regular unleaded
- * **Electro-mechanical limited slip differential**
 - Auto locking hub control
- Engine cylinders: V-6
- Horsepower: 380 HP@5000 RPM
- * **Engine block heater**
 - Auto stop-start engine
 - 10-speed automatic
 - Four-wheel drive
 - Easy Fuel capless fuel filler
 - All-speed ABS and driveline traction control
 - Electronic transfer case shift

Fuel Economy and Emissions

- LEV3-ULEV50 emissions

Suspension and Handling

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

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill descent control
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Ford Co-Pilot360 - Post Collision Braking automatic post-collision braking system
- Brake assist system
- Hill start assist

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Prepared for:

ILLINOIS GOVERNMENT AGENCY

Prepared by: Richie Wellenkamp

11/14/2022



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

2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs (cont'd)

- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Rear anti-roll bar
- Electric power-assist steering system
- Driver selectable steering effort
- Double wishbone front suspension
- Front coil springs
- Multi-link rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- Running boards
- Roof rails
- Monotone paint
- Stainless steel side window trim
- Body-coloured door handles
- Grey front bumper rub strip
- Rear bumper step
- Black grille with chrome surround
- Standard style side mirrors
- Conventional right rear passenger door
- Active grille shutters
- 18 x 8.5-inch front and rear machined w/painted accents aluminum wheels
- * **Pro Trailer Backup Assist trailer backup assist**
- 4 doors
- Clearcoat paint
- Black bodyside cladding
- Black windshield trim
- Body-coloured front bumper
- Body-coloured rear bumper
- Grey rear bumper rub strip
- Black door mirrors
- Conventional left rear passenger door
- Liftgate rear cargo door
- * **P275/65RH18 AS BSW front and rear tires**

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Smart device engine start control
- Power first-row windows
- Fixed interval rear windshield wipers
- Flip-up rear windshield
- Front beverage holders
- 15 beverage holders
- Rear door bins
- Retained accessory power
- Trip computer
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Rear window cargo access keyfob release
- Rear window defroster
- Locking glove box
- Rear beverage holders
- Driver and passenger door bins
- Dashboard storage
- PRND in IP
- Over the air updates

Comfort

- Automatic climate control
- Rear climate control system with separate controls
- Rear under seat climate control ducts
- Dual-zone front climate control
- Cabin air filter
- Auxiliary rear heater

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Prepared for:

ILLINOIS GOVERNMENT AGENCY

Prepared by: Richie Wellenkamp

11/14/2022



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

2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs (cont'd)

- Rear headliner/pillar climate control ducts
- Full headliner coverage
- * **Full vinyl floor covering**
- Cloth rear seat upholstery
- Manual tilting steering wheel
- Cloth headliner material
- Vinyl door trim insert
- Full floor coverage
- Carpet rear seatback upholstery
- Leather steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Manual reclining driver seat
- Power driver seat fore/aft control
- Manual reclining passenger seat
- Fixed rear seats
- Rear seats with manual fore and aft
- Driver seat with 2-way power lumbar
- Metal-look console insert
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Foldable rear seat head restraints
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary monitor touchscreen
- Seek scan
- Auxiliary input jack
- Speakers number: 6
- Steering wheel mounted audio controls
- 8 inch primary LCD display
- AM/FM/Satellite-prep radio
- Radio data system (RDS)
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 with Enhanced Voice Recognition voice activated audio controls
- Bluetooth wireless audio streaming
- Speed sensitive volume
- Window grid audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 8.00
- Oil pressure gauge
- Voltmeter
- Aero-composite headlights
- Auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Trip odometer
- Compass
- Vehicle systems monitor
- Tachometer
- Engine/electric motor temperature gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers

Prepared for:

ILLINOIS GOVERNMENT AGENCY

Prepared by: Richie Wellenkamp

11/14/2022



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

2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs (cont'd)

- Speed sensitive wipers
- Illuminated entry
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights
- Front reading lights
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting

Technology and Telematics

- SYNC 4 Connected Navigation integrated navigation system with voice activation
- Travel Link real-time weather
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 4G mobile hotspot internet access
- SiriusXM Traffic real-time traffic
- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device mirroring
- * **1 USB port**

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first, second and third-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- Security system
- Ford Co-Pilot360 - BLIS (Blind Spot Information System)
- * **Ford Co-Pilot360 - Reverse Brake Assist collision mitigation**
- Ford Co-Pilot360 - Driver Alert
- MyKey restricted driving mode
- Electronic stability control system with anti-roll
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Vehicle tracker
- Lane Keeping Alert
- Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection
- Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection
- Following distance alert
- * **High Resolution Digital Camera rear mounted camera**
- Reverse Sensing System rear parking sensors

Dimensions

General Weights

Curb weight	5,623 lbs.	Rear curb weight	2,779 lbs.
GVWR	7,450 lbs.	Payload	1,700 lbs.

Trailing Weights

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

Prepared for:

ILLINOIS GOVERNMENT AGENCY

Prepared by: Richie Wellenkamp

11/14/2022



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

2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs (cont'd)*** Conventional capacity 9,200 lbs.***** GCWR 15,500 lbs.****Front Weights**

Front curb weight 2,913 lbs.

GAWR front 3,450 lbs.

Rear Weights

GAWR rear 4,380 lbs.

Off Road

Min ground clearance 9.8"

Loading floor height 35.3"

Approach angle 23.3

Departure angle 21.9

Exterior Measurements

Vehicle body length 210"

Vehicle body width 80"

Vehicle body height 76"

Rear door opening height 33"

Rear door opening width 51"

Wheelbase 122"

Front brake diameter 13.0"

Rear brake diameter 13.5"

Front track 68"

Rear track 67"

Vehicle turning radius 20'

Interior Measurements

Interior cargo volume 64 cu.ft.

Max interior cargo volume 105 cu.ft.

Interior cargo volume with seats folded 64 cu.ft.

Headroom

Headroom first-row 42.0"

Headroom second-row 40.0"

Legroom

Leg room first-row 43.9"

Leg room second-row 41.5"

Shoulder Room

Shoulder room first-row 64.9"

Shoulder room second-row 64.8"

Hip Room

Hip room first-row 62.2"

Hip room second-row 62.6"

Powertrain**Engine**

Engine 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 380HP

Valves per cylinder 4

Engine cylinders V-6

Engine location Front mounted engine

Ignition Spark ignition system

Engine mounting direction Longitudinal mounted engine

Engine block material Aluminum engine block

Cylinder head material Aluminum cylinder head

Engine Specs

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

Prepared for:

ILLINOIS GOVERNMENT AGENCY

Prepared by: Richie Wellenkamp

11/14/2022



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

2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs (cont'd)

Displacement	3.5L	cc	213.3 cu.in.
Bore	3.64"	Stroke	3.41"
Compression ratio	10.5		

Engine Power

Horsepower	380 HP@5000 RPM	Torque	470 lb.-ft. @2250 RPM
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Alternator

Alternator amps	150A	Alternator type	Regular duty alternator
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Battery

Battery amps	72Ah	Battery type	Lead acid battery
Battery rating	675CCA	Battery run down protection	Battery run down protection

Engine Extras

* Block heater	Engine block heater	Radiator	Radiator
Start-stop engine	Auto stop-start engine	Drivetrain selectable	Driver selectable drivetrain mode

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Selectable mode transmission	Selectable mode transmission
Sequential shift control	SelectShift Sequential shift control	Transmission oil cooler	Transmission oil cooler

Drive Type

* 4WD type	Control-Trac automatic full-time 4WD	Drive type	Four-wheel drive
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Drivetrain

* Axle ratio	3.73
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Exhaust

Tailpipe	Stainless steel single exhaust
----------------	--------------------------------

Fuel

Fuel type	regular unleaded
-----------------	------------------

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Prepared for:

ILLINOIS GOVERNMENT AGENCY

Prepared by: Richie Wellenkamp

11/14/2022



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

2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs (cont'd)

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler Fuel tank capacity 23.30 gal.

Drive Feature

* **Limited slip differential** **Electro-mechanical limited slip differential** Traction control All-speed ABS and driveline traction control
Locking hub control Auto locking hub control Transfer case Electronic transfer case shift

Fuel Economy and Emissions

Emissions

Emissions LEV3-ULEV50 emissions Emissions tiers Tier 3 Bin 50 emissions

Suspension and Handling

Suspension

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

Driveability

Brakes

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

Brake Assistance

Hill start assist Hill start assist Hill control Hill descent control
Brake assist system Brake assist system

Front Suspension

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

Front Spring

Regular front springs Regular front springs Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs Rear springs Regular grade rear springs

Prepared for:

ILLINOIS GOVERNMENT AGENCY

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11/14/2022



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2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

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

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

Suspension type rear Multi-link rear suspension

Steering

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

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

Exterior*Front Wheels*

Front wheels diameter 18"

Front wheels width 8.5"

Rear Wheels

Rear wheels diameter 18"

Rear wheels width 8.5"

Front And Rear Wheels

Appearance machined w/painted accents

Material aluminum

Front Tires

Aspect 65

Diameter 18"

* **Sidewalls** **BSW*** **Speed** **H*** **Tread** **AS**

Type P

Width 275mm

Rear Tires

Aspect 65

Diameter 18"

* **Sidewalls** **BSW*** **Speed** **H*** **Tread** **AS**

Type P

Width 275mm

Body Exterior*Trailer** **Towing capability** **Heavy-duty towing
capability**

Towing class Class IV tow rating

Towing hitch Trailer hitch

Towing wiring harness Trailer wiring harness

* **Towing brake controller** **Trailer brake
controller**

Towing trailer sway Trailer sway control

* **Towing backup assist** **Pro Trailer Backup
Assist trailer backup assist**

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

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2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs (cont'd)

Exterior Features

Number of doors 4 doors

* Skid plate 3 underbody skid plates

Running boards Running boards

Body

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

Spare Tire

Spare tire .. Full-size spare tire with steel wheel

Spare tire location Crank-down spare tire

Aerodynamics

Spoiler Rear lip spoiler

Wheels

Dual rear wheels Dual rear wheels

Convenience

Door Locks

Door locks Power door locks with 2 stage
unlocking

Keyfob door locks .. Keyfob activated door locks

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

Auto door locks Auto-locking doors

Tailgate control Power tailgate/rear door lock

Cruise Control

Cruise control Cruise control with steering
wheel mounted controls

Key Fob Controls

Fob remote engine controls .. Smart device engine
start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview
mirror

Exterior Mirrors

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

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Prepared for:

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

**2023 Expedition 4dr 4x4 XL (U1G)**

Price Level: 315

Selected Equip & Specs (cont'd)

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Visor illuminated driver mirror Illuminated driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Visor illuminated passenger mirror Illuminated passenger visor mirror

Visor passenger expandable coverage Passenger visor with expandable coverage

Power Outlets

12V power outlets 4 12V power outlets

Cargo Features

Cargo light Cargo area light

Concealed cargo storage Cargo area concealed storage

Cargo Trim

Cargo floor type Carpet cargo area floor

Trunk lid trim Plastic trunk lid trim

Remote Releases

Rear window cargo access Rear window cargo access keyfob release

Rear WindshieldRear window defroster Rear window defroster
Rear windshield wipers Fixed interval rear windshield wipers

Rear windshield Flip-up rear windshield

StorageDoor bins front Driver and passenger door bins
Number of beverage holders 15 beverage holders
Beverage holders rear Rear beverage holders
Dashboard storage Dashboard storageDoor bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Locking glove box**Windows Feature**

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

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

Windows Rear Side

Second-row windows Power second-row windows

Third-row windows Fixed third-row windows

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2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs (cont'd)

Miscellaneous

Trip computer Trip computer
Accessory power Retained accessory power

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

Comfort

Climate Control

Climate control Automatic climate control

Dual-zone front climate control Dual-zone front climate control
Rear climate controlRear climate control system with separate controls
Auxiliary rear heater Auxiliary rear heater

Rear headliner/pillar ducts Rear headliner/pillar climate control ducts
Cabin air filter Cabin air filter

Rear under seat ducts Rear under seat climate control ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Door Trim

Door trim insert Vinyl door trim insert

Floor Trim

* **Floor covering** **Full vinyl floor covering**

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Leather steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

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

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

Passenger seat fore/aft control Manual passenger seat fore/aft control

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2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs (cont'd)

Front head restraints Height adjustable front
seat head restraints
Reclining driver seatManual reclining driver seat

Front head restraint control Manual front seat
head restraint control

Rear Seats

Bench seats Split-bench rear seat
Folding second-row seats 40-20-40 folding rear
seats
Rear seat direction Front facing rear seat

Rear seats fixed or removable Fixed rear seats
Reclining second-row rear seats Manual reclining
rear seats
Rear seat folding position Fold forward rear
seatback
Rear head restraints Foldable rear seat head
restraints

Fore and aft seat Rear seats with manual fore
and aft

Number of rear head restraints 3 rear seat head
restraints

Lumbar Seats

Driver lumbar Driver seat with 2-way power
lumbar

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback
upholstery

Interior Accents

Interior accents Metal-look interior accents

Gearshifter Material

Gearshifter material Metal-look gear shifter
material

Console Trim

Console insert material Metal-look console insert

Entertainment Features

LCD Displays

Primary monitor touchscreen Primary monitor
touchscreen

LCD primary display size 8 inch primary LCD
display

Number of first-row LCD displays2 total number of
1st row displays

Radio Features

Aux input jack Auxiliary input jack

Seek scan Seek scan

External memory SYNC 4 external memory
control

RDS Radio data system (RDS)

Speakers

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2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs (cont'd)

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel
mounted audio controls

Speed sensitive volume Speed sensitive volume

Voice activated audio SYNC 4 with Enhanced
Voice Recognition voice activated audio
controls

Wireless streaming Bluetooth wireless audio
streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog
instrumentation display

Instrumentation Displays

Temperature display Exterior temperature
display

Systems monitor Vehicle systems monitor

Clock In-radio display clock

Compass Compass

Instrumentation Gauges

Tachometer Tachometer
Voltmeter Voltmeter

Oil pressure gauge Oil pressure gauge
Engine/electric motor temperature
gauge Engine/electric motor temperature
gauge

Gauge cluster display size (inches) 8.00

Instrumentation Warnings

Engine temperature warning Engine temperature
warning

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

Low washer fluid warning Low washer fluid
warning

Low brake fluid warning Low brake fluid warning

Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Trunk warning Rear cargo ajar warning

Low tire pressure warning Tire specific low air
pressure warning

Rear seat check warning Rear seat check
warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights

Headlight type Aero-composite headlights

Auto headlights Auto on/off headlight control

Multiple headlights Multiple enclosed headlights

Delay off headlights Delay-off headlights

Auto high-beam headlights Ford Co-Pilot360 -
Auto High Beam auto high-beam headlights

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2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs (cont'd)

DRL preference setting... DRL preference setting

Front Windshield

Wipers... Variable intermittent front windshield wipers

Speed sensitive wipers... Speed sensitive wipers

Interior Lighting

Illuminated entry... Illuminated entry

Variable panel light... Variable instrument panel light

Front reading lights... Front reading lights

Rear reading lights... Rear reading lights

Lights

Running lights... Daytime running lights

Interior courtesy lights... Fade interior courtesy lights

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

Perimeter approach lighting... Remote activated perimeter approach lighting

Technology and Telematics

Navigation

Integrated navigation... SYNC 4 Connected Navigation integrated navigation system with voice activation

Connectivity

Handsfree... SYNC 4 handsfree wireless device connectivity

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

Emergency SOS... SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration... SYNC 4 AppLink/Apple CarPlay/Android Auto smart device mirroring

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

Internet Access

Internet access... FordPass Connect 4G mobile hotspot internet access

USB Ports

* USB ports... 1 USB port

Safety and Security

Airbags

Front impact airbag driver... Driver front impact airbag

Number of airbags... 6 airbags

Front impact airbag passenger... Passenger front impact airbag

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

Prepared for:

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Prepared by: Richie Wellenkamp

11/14/2022



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2023 Expedition 4dr 4x4 XL (U1G)

Price Level: 315

Selected Equip & Specs (cont'd)

Front side impact airbag passenger. Seat mounted side impact front passenger airbag
Overhead airbags. Safety Canopy System curtain first, second and third-row overhead airbags

Seatbelts

3-point seatbelt. Rear seat center 3-point seatbelt
Seatbelt pretensioners. Front seatbelt pretensioners

Security System

Immobilizer. SecuriLock immobilizer
Vehicle tracker. Vehicle tracker

Active Driving Assistance

Lane departure. Lane Keeping Alert

Forward collision warningFord Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection
Pedestrian detection. Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection
Distance alert. Following distance alert

Cameras

* **Rear camera. High Resolution Digital Camera rear mounted camera**

Traction Control

Electronic stability control. Electronic stability control system with anti-roll

Parking Sensors

Parking sensors. Reverse Sensing System rear parking sensors

Occupant Safety

Child door locks. Manual rear child safety door locks

Occupancy sensor. Airbag occupancy sensor

Height adjustable seatbelts. Front height adjustable seatbelts
Seatbelt pretensioners number. 2 seatbelt pretensioners

Remote panic alarm. Remote panic alarm
Security system. Security system

Blind spot. Ford Co-Pilot360 - BLIS (Blind Spot Information System)

* **Rear collision warning. Ford Co-Pilot360 - Reverse Brake Assist collision mitigation**
Driver attention monitorFord Co-Pilot360 - Driver Alert
Restricted driving mode. MyKey restricted driving mode



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: 12-15-2022
Resolution Title: Resolution to Fund Water Resources Strategic Plan with ARPA Funds
County Code: N/A
Board Meeting Date: 12-22-2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$212,673
If not, explain funding source: American Rescue Plan Act	
ORG/OBJ/Project Code: 61300	Budget Impact: N/A

Background Information: This cost will allow Winnebago County to develop a regional water management plan that will ensure all communities in Winnebago County to have access to safe, clean, affordable drinking water and wastewater services, as well as to set forth a framework for the management of water supplies and resiliency to floods, drought, and other risks. This plan will inform Winnebago County for the next 20 years.

Recommendation: Administration Supports

Contract/Agreement: See attachment

Legal Review: N/A

Baker Tilly Review: Approved

Follow-Up: Funds are subject to compliance with ARPA requirements with any agreement subject to review by the States Attorney's office.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2022 CR

RESOLUTION TO FUND
WATER RESOURCES STRATEGIC PLAN
WITH ARPA FUNDS

WHEREAS, This cost will allow Winnebago County to develop a regional water management plan that will ensure all communities in Winnebago County to have access to safe, clean, affordable drinking water and wastewater services, as well as to set forth a framework for the management of water supplies and resiliency to floods, drought, and other risks. This plan will inform Winnebago County for the next 20 years and;

WHEREAS, in May 2021, Winnebago County Board received funds through the American Rescue Plan; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposal for the aforementioned request and recommends awarding; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to contract with Region 1 Planning Council for a water resources strategic plan for Winnebago County. For a sum not to exceed \$212,673.

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 Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

KEITH McDONALD

KEITH McDONALD

JOE HOFFMAN

JOE HOFFMAN

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

ATTESTED BY:

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

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



Professional Services Agreement

Contract #: **202108-WC-PSA01**

Project Name: **Regional Water Management Plan**

This Professional Services Agreement (the “Agreement”) is made and entered into **November ____**, **2022**, (the “Effective Date”) by and between Region 1 Planning Council (“RPC”) and Winnebago County (“Client”).

WHEREAS, the Client wishes to obtain the professional services of RPC; and,

WHEREAS, RPC has the knowledge, skill, and capability to perform such services for the Client.

NOW THEREFORE, in consideration of the foregoing, RPC agrees to provide services to the Client under the terms and conditions of this Agreement.

1. Services. The Client hereby retains RPC to provide professional services (“Services”) as follows:

- (a) **Purpose:** RPC staff shall work with designated the Client representatives to develop a regional water management plan that will ensure all communities in Winnebago County to have access to safe, clean, affordable drinking water and wastewater services, as well as to set forth a framework for the management of water supplies and resiliency to floods, drought, and other climate risks associated with pollution. This plan will inform Winnebago County for the next 20 years. RPC will also address other factors such as water equity and its relevance to locations of waste, ground, and surface water in relation to point source pollution and nearby populations.
- (b) **Scope:** Creation and completion of the project shall include data collection and analysis, stakeholder engagement, report documentation, and development of a water map & tool. The following work products shall be produced, including:
 - a. **Phase 0. Project Management:** Project management will be ongoing throughout the planning process and will include at minimum the following: project work plan preparation and execution of deliverables; project scheduling and budget tracking; and meeting facilitation.
 - b. **Phase 1. Water Resource Assessment:** This assessment will gather community health feedback and historic and current data on smaller community and non-community water systems in Winnebago County.
 - **Phase 1.1. Determinant of Health:** Identify priority determinant of health by working with stakeholders to identify determinants of health and develop a ranking system for the determinants of health, in addition to different components associated with these determinants
 - **Phase 1.2. Data Collection:** Gathering existing data to establish baseline conditions and to identify current and historic issues with water quality and community water systems.
 - **Phase 1.3. Data Analysis:** involve performing a complete analysis on the data collected. The end result will be a baseline conditions GIS map with all data points as separate layers. This map will reflect risk and resilience in Winnebago County, highlighting priority communities (i.e., those most vulnerable), based on water quality, quantity, and social demographic considerations.
 - **Phase 1.4. Community Water Recommendations and Decision Alternatives:** This phase will consist of targeted community engagement to identify priority health concerns based on the

community specific vulnerabilities identified in the previous phases. Once priority concerns have been compiled, all decision alternatives under consideration by decision-makers will be clearly identified to address these concerns. The following community engagement will take place:

- Steering Committee Meetings (3)
- Subcommittee (Small Community Water System) Meetings (4)
- Focus Groups (3): Members of Environmental Justice communities, interested community members, water reclamation districts, Illinois State Water Survey, Illinois Groundwater Association, other specialty groups in the region for more focused discussions as needed.
- Stakeholder Interviews (Mainly Small Community Water Systems)

c. **Phase 2. Health Impact Assessment:** The Health Impact Assessment phase will analyze the potential impacts of community water recommendations formed by community outreach, stakeholder engagement, and data analysis in Phase 1. These recommendations will be examined through several lenses, including public health, equity, and economic impacts.

- **Phase 2.1. Screening:** Once the proposed recommendations and decision alternatives under consideration by decision-makers are clearly identified in Phase 1, the potential for those proposals to impact health and the value the Health Impact Assessment (HIA) could provide - including effects on public health and potential for unequally distributed impacts - will be considered.
- **Phase 2.2. Scoping:** Determine the scope of health determinants and health effects that will be included in the HIA, the populations affected, the sources of data and the methods to be used in Assessment. The ongoing community outreach and data efforts initiated as part of Phase 1 will be utilized in these determinations.
- **Phase 2.3. Assessment:** Establish the baseline conditions related to health status and the health determinants to be included in the HIA (utilizing efforts from Phase 1 to the extent possible) and systematically consider the full range of potential impacts of the proposal on health determinants, health status, the equitable distribution of these impacts, and cost-benefit considerations.
- **Phase 2.4: Recommendations:** Provide recommendations, as needed, on feasible and effective actions to promote the potential positive health impacts and mitigate the potential negative health impacts of the proposed decision, identifying, where appropriate, alternatives or modifications to the proposal. This phase will also include funding source identification and describe both current and future system maintenance needs as it relates to public health.
- **Phase 2.5: Reporting:** Produce a publicly accessible report that includes, at minimum, documentation of the HIA's purpose, findings, recommendations, and documentation of the processes and methods involved. The report will be shared with decision-makers and other stakeholders.
- **Phase 2.6: Evaluation of the Process:** Determine the effectiveness of how the HIA was designed and undertaken, including preparation, research, reporting, and follow-up. Ideally, partners will provide feedback throughout the duration of the HIA process.

d. **Phase 3. Water Action Plan:** The Water Action Plan will be the road map to implementing recommendations identified from the HIA process. This plan will outline goals, responsible parties, timelines, prioritized steps, and implementation monitoring. Phase 3 will result in a Water Action Plan detailing key implementation strategies and actions as a result from the decision points/projects identified in Phase 1 and assessed in Phase 2. The plan will tentatively cover the below (to be determined by information gathered during community outreach):

- Summarize Phase 1 and 2.
- Form an implementation plan structure.
- Outline goals in connection to implementation steps.

- Establish monitoring and outcome evaluation.
- Propose indicators, actions, and responsible parties, where indicated, for a plan to monitor the implementation of recommendations, as well as health effects and outcomes of the proposal.
- Gather feedback from the public and steering committee via community engagement efforts outlined in Phase 1.5.

During Phase 3, the following community engagement will take place:

- Steering Committee Meetings (1)
- Subcommittee (Small Community Water System) Meetings (1)
- Community Open Houses/Public Meetings (2)
- Public Presentations (5)

- e. **Phase 4. Water Map & Tool:** The Water Map and Tool will be further refined in Phases 1-3 based upon Winnebago County and the stakeholders' most pressing needs. The public facing map may highlight information such as key findings and objectives of the HIA & Action Plan, while also displaying a general overview of the project. The development process of the water map and tool will involve the following:
- Description and outline of what needs the tool can address;
 - Coordination with WinGIS to formulate and update tool with available data; and
 - Creation of online water management map and tool.

- (c) **Completion Date:** Services to be performed under this Agreement shall be completed no later than July 30, 2023 or sooner pending the level of participation by primary sources.

(d)

Services	Start Date	End Date	Duration
Phase 0: Project Management	05/15/2022	9/30/2023	Ongoing
Phase 1: Community Water Resource Assessment	6/01/2022	9/15/2022	4 Months
Phase 2: Health Impact Assessment	9/15/2022	3/15/2023	6 Months
Phase 3: Water Action Plan	3/15/2023	6/15/2023	3 Months
Phase 4: Water Map & Tool	5/15/2023	7/15/2023	2 Months
Final Plan Approved and Adopted	5/15/2022	7/15/2023	15 Months

Materials required by RPC from the Client to complete the proposal will be requested in writing (via email). Information required to meet the standards of a third-party, independent analysis will be provided by the Client to the RPC on a timely basis. Without timely reply, RPC cannot guarantee timely completion of the analytical report and accompanying recommendations.

RPC will make a written request (via email) to the Client to provide RPC with data, documents or other materials needed to complete the scope of work. The Client shall provide materials to RPC within 48 hours of RPC's written request. If the Client requires additional time to gather requested materials, Client shall notify RPC within 24 hours to negotiate a mutually agreed upon timeframe for the delivery of materials.

- (e) **Estimated Cost per Hour and Hours:** In exchange for the Services provided by RPC to the Client under the terms of this Agreement, the Client shall pay RPC for work performed at the following rates:

Services	Est. Hours	Rate
Previous Hours & Cost Accrued	780	\$66,300.00
Phase 0: Project Management	505	\$35,998.00
Phase 1: Community Water Resource Assessment	574	\$37,075.00
Phase 2: Health Impact Assessment	531	\$33,405.00
Phase 3: Water Action Plan	552	\$33,915.00
Phase 4: Water Map & Tool	91	\$5,980.00

Total Project Cost:	3,033	\$212,673.00
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If for any reason more time is needed to prepare and submit the proposal, RPC shall inform the Client of the reason for the deviation, the estimated amount of additional time needed, and the associated cost difference as soon as the need for the change is known. The Client will be afforded the opportunity to amend this agreement to accommodate the change or to cancel the project with no further obligation to RPC for any additional services rendered.

The Client agrees that the number of hours needed to complete the project will depend on the quantity, quality, and relevance of materials furnished by the Client to RPC staff. Accordingly, the more information provided to RPC by the Client, the less time will be needed to complete the project. The aforementioned estimate of hours is provided for planning purposes only and the actual amount billed to the Client will be based on the amount of time actually spent on the project. The Client will receive a detailed accounting of time, billed in quarter-hour increments (15 minutes), with all invoices.

(f) Assignment of Personnel: RPC may, at its sole discretion, assign personnel to perform the Services under this Agreement.

(g) Maximum Price: In no event shall the total amount charged for work performed under this Agreement exceed \$212,673.00 unless agreed to in writing by the parties.

2. Term. This Agreement will begin on the Effective Date and will remain in full force and effect until the Completion Date unless the Agreement term is extended by mutual written agreement of the parties or is terminated in accordance with Section 6.

3. Payment. RPC shall issue monthly invoices to Client for work performed under this Agreement. Fees shall be paid by Client within **30 days** (60 days, if subject to 30 ILCS 540/State Prompt Payment Act) of invoice receipt. Services may be suspended pending receipt of account balance paid in full.

4. Confidentiality. Unless otherwise required by law, RPC will exercise reasonable effort to maintain in confidence information disclosed or submitted to RPC by the Client as confidential information. Confidential information does not include information that:

- (a) is generally available in the public domain or becomes available to the public through no act of RPC; or
- (b) is independently known by RPC prior to receipt; or
- (c) made available to RPC as a matter of lawful right by a third party.

Unless otherwise required by law, all reports, documents, and other deliverables created by RPC pursuant to the terms of this Agreement shall be treated as confidential and will not be made available to any unintended third party without the prior written approval of the Client.

5. Intellectual Property. No reports or other documents produced in whole or in part pursuant to the terms of this Agreement shall be the subject of an application for copyright by either party.

6. Termination. Either party may terminate this Agreement for material breach upon thirty (30) days written notice, during which time the party alleged to have breached may cure. Additionally, either party may terminate this Agreement for convenience upon sixty (60) days written notice to the other party. Upon termination, the Client shall promptly pay RPC for all Services rendered up to and including the effective date of termination. All deliverables not paid for within 60 days of termination shall become the property of RPC.

7. Relationship of the Parties. The parties acknowledge and agree that the Services performed by RPC, its employees, agents, and sub-contractors shall be that of an independent contractor. Neither party is an agent or representative of

the other party and has no authority to bind or commit the other party to any agreements or other obligations except those that are within the scope of Services to be provided under this Agreement. Each party shall have the right to publish, distribute, advertise, or otherwise disclose the relationship and the general services created and performed under this Agreement.

8. Indemnification. The Client agrees to indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with the action or inaction of the Client under this Agreement, including but not limited to provision of data and information used for research and analysis purposes. The Client shall indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with the Client's use of deliverables provided under this Agreement. If the Client fails to provide information that is needed for the completion of the project, or such information is incorrect, RPC is not liable unless RPC was aware of the inaccuracy or was unaware of the inaccuracy as a result of gross negligence. The Client shall indemnify and hold RPC and its employees harmless from any loss, claim, damage, or liability arising out of or in connection with this failure to provide information if it results in an inability to submit the project by the submission deadline.

In the event that the Client elects to cancel the Agreement for any reason other than a material breach, RPC is hereby indemnified from any losses, potential or actual, incurred by the Client as a result of the project not being completed. RPC is further indemnified from any losses, potential or actual, incurred by the Client as a result of research and analytical report materials that are incomplete or of poor quality due to termination of the Agreement.

9. Representations and Warranties. RPC represents and warrants that:

- (a) it will perform the Services with reasonable care and skill; and
- (b) the Services and related materials provided under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

10. Limitation of Liability. Either party's liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the applicable insurance limits.

11. Severability. The invalidity or illegality of one or more provisions of this Agreement shall not affect the enforceability of the remaining provisions.

12. Applicable Law. This Agreement shall be governed by the laws of the State of Illinois.

13. Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by an authorized representative of each party.

14. Counterparts. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons duly authorized.

Authorized Signors & Designated Contacts			
To ensure prompt and accurate delivery of applicable communications, please provide the contact information for each of the relevant topics below.			
Party	Region 1 Planning Council	Party	Winnebago County

Signature		Signature	
Date Signed		Date Signed	
Signor Name	Michael Dunn Jr.	Signor Name	Joseph V. Chiarelli
Signor Title	Executive Director	Signor Title	Winnebago County Chairman
Agreement	Michael Dunn Jr. mdunn@r1planning.org (815) 319-4180	Agreement	
Services	Sydney Turner sturner@r1planning.org (815) 319-4185	Services	
Billing	Accounting accounting@r1planning.org (815) 319-4180	Billing	
Mail	127 N Wyman St, Ste 100 Rockford, IL 61101	Mail	



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: 12-15-2022
Resolution Title: Resolution to Fund Baker Tilly Professional Services for River Bluff Nursing Home
County Code: N/A
Board Meeting Date: 12-22-2022

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:	\$45,000
If not, explain funding source:			
ORG/OBJ/Project Code:	70500/43190	Budget Impact:	N/A

Background Information: The engagement will provide information necessary to assist the planned for oversight board that Winnebago County plans to implement for the River Bluff Nursing Home. The engagement will consist of accounts receivable and a clinical operational review. The evaluation and assessment of River Bluff Nursing Home's operations will focus on identifying opportunities and areas for improvement. We will obtain a thorough understanding of the current accounts receivable and clinical operations, and provide recommendations aimed at strengthening the existing processes and improving operations.

Recommendation: Administration Supports

Contract/Agreement: See attachment engagement letter

Legal Review: Currently under review

Follow-Up: A report with recommendations concerning the operations of the business office of River Bluff Nursing Home will be a deliverable from this service.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2022 CR

RESOLUTION TO FUND BAKER TILLY PROFESSIONAL SERVICES
FOR
RIVER BLUFF NURSING HOME

WHEREAS, The engagement will provide information necessary to assist the planned for oversight board that Winnebago County plans to implement for the River Bluff Nursing Home. and;

WHEREAS, The engagement will consist of accounts receivable and a clinical operational review. The evaluation and assessment of River Bluff Nursing Home's operations will focus on identifying opportunities and areas for improvement. We will obtain a thorough understanding of the current accounts receivable and clinical operations, and provide recommendations aimed at strengthening the existing processes and improving operations. and;

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposal for the aforementioned request and recommends awarding; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Administrator is authorized to contract with Baker Tilly for professional services not to exceed \$45,000.

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 Director of Purchasing, Finance Director, County Board Office, and County Auditor.

**Respectfully Submitted,
FINANCE COMMITTEE**

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO

JAIME SALGADO

JEAN CROSBY

JEAN CROSBY

KEITH McDONALD

KEITH McDONALD

JOE HOFFMAN

JOE HOFFMAN

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this _____ day of _____ 2022.

ATTESTED BY:

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

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

December 7, 2022

Patrick J. Thompson
County Administrator
Winnebago County
(River Bluff Nursing Home)
404 Elm Street, Room 533
Rockford, IL 61101

Re: Accounts Receivable and Clinical Operational Review

Dear Patrick:

Baker Tilly US, LLP (Baker Tilly) is pleased to present this Engagement Letter to provide accounts receivable and clinical advisory services to Winnebago County (River Bluff Nursing Home).

Engagement Background

Our engagement will consist of a accounts receivable and clinical operational review of River Bluff Nursing Home. Our evaluation and assessment of River Bluff Nursing Home's operations will focus on identifying opportunities and areas for improvement. We will obtain a thorough understanding of the current accounts receivable and clinical operations, and provide recommendations aimed at strengthening the existing processes and improving operations.

We understand the engagement objective is for River Bluff Nursing Home's management team to receive the results of an evaluation and assessment of the current accounts receivable and clinical operations, and where opportunities may exist. The River Bluff Nursing Home management intends to use these results to ensure that sound practices are in place.

Engagement Scope and Approach

Management will evaluate the accounts receivable and clinical operations processes observations and recommendations to ensure that goals and objectives are met. Based on preliminary conversations with Management, our process for the accounts receivable and clinical operational review is currently expected to include the following:

The following is an outline of the procedures to be performed:

1. Schedule a planning/introductory meeting with management to discuss formally and in detail the current operating procedures in place.
2. Assign experienced team members to the engagement to perform an assessment of River Bluff Nursing Home accounts receivable and clinical operations.
3. We will conduct interviews with certain individuals within the accounts receivable and Minimum Data Set (MDS) departments.
4. We will review the River Bluff Nursing Home's revenue cycle for reimbursement opportunities. Areas impacted include:
 - a. Accounts Receivable
 - b. Billing/Collection Practices
 - c. Census and Payor Mix Analysis
 - d. Medicare Part A FFS Reimbursable Bad Debts

Patrick J. Thompson
County Administrator
Winnebago County
(River Bluff Nursing Home)

December 7, 2022
Page 2

5. We will review assessment practices and trending of clinical indicators that impact quality metrics and reimbursement within River Bluff Nursing Home. Areas impacted include:
 - a. Patient-Driven Payment Model
 - b. PHE Waiver Utilization Analysis
 - c. Medicare Advantage RUG-based Payments
 - d. Quality Measures

Engagement Team

We have specifically assembled the members of your engagement team to ensure your objectives are met. Your engagement team has extensive experience providing consulting services to senior living providers.

Edward A. Klik, Jr, Principal

As engagement principal, Ed will be responsible for the project and the overall coordination of our senior living consulting services.

Richard L. Snyder, Billing and Reimbursement Consultant

Rick will be responsible for overall management of the project as well as the accounts receivable evaluation assessment.

Kristopher S. Pattison, Senior Manager - Clinical Consultant

Kris will be responsible for the overall management of the clinical operations review.

Management Responsibilities

Our services are limited to those outlined above which will be performed in accordance with applicable professional standards. Baker Tilly will not assume Management responsibilities on behalf of Winnebago County (River Bluff Nursing Home). In addition, Baker Tilly, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making significant judgments and decisions that are the proper responsibility of Management.

In connection with Baker Tilly's provision of services under this agreement, Management will:

- Designate a location for Baker Tilly to use when conducting on-site work;
- Coordinate meetings and our work efforts and gather accurate, complete, and timely data requested for the engagement;
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform;
- Establish and monitor the performance of the engagement to ensure that it meets Management's objectives;
- Make all Management decisions and perform all Management functions;
- Evaluate the adequacy and results of our services; and
- Accept responsibility for our services.

Timing and Professional Fees

We are prepared to commence this engagement, as previously outlined, upon receipt of a signed engagement letter signifying your acceptance of the terms described herein. We would anticipate this engagement commencing between January 2023 - March 2023, based on current scheduling and availability. Our fees will be based on our hourly professional rates. If we finish the accounts receivable and clinical operational review in less time than quoted below, we will bill less than the range included in this engagement letter. Based upon the scope of work outlined herein, we have *estimated* our professional fees as follows:

Patrick J. Thompson
County Administrator
Winnebago County
(River Bluff Nursing Home)

December 7, 2022
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Estimated 100 - 150 hours
Optional – Formal Report

Estimated Fee: \$25,000 - \$40,000
Estimated Fee: \$5,000

In addition to the professional fees, we will bill for travel time, at a rate of 50 percent of our hourly professional rates. Further, out-of-pocket expenses and administrative charges will also be billed directly to the Winnebago County (River Bluff Nursing Home).

We will immediately notify you if we believe additional professional time, beyond our estimated budget and related fees, will be required due to increased scope of work. Should we perform work beyond the scope of the services outlined above, our hourly rates for such additional work will range from \$200 to \$500 per hour, depending on the level of professional staff assigned. We will not render any additional billings to the Winnebago County (River Bluff Nursing Home) above and beyond the fees quoted above without Management's approval.

An invoice for \$25,000 will be rendered upon execution of this Engagement Letter. All remaining invoices for our services will be rendered as work progresses.

Any additional fees are payable upon presentation. A charge of 1.5% per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all expenditures through the date of termination.

We appreciate the opportunity to be of service to you.

If there are any questions regarding the Engagement Letter, please contact Edward A. Klik, Jr., Principal on this engagement. Ed is available at 724-658-1565 and/or ed.klik@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP

The services and terms as set forth in this Engagement Letter are agreed to by:

Officer signature

Title

Date

Baker Tilly US, LLP

Standard Business Terms

These Standard Business Terms ("Terms") govern the services provided by Baker Tilly US, LLP (Baker Tilly, we, us or our) set forth in the Statement of Work to which these Terms are attached (the "Services"). These Terms and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to Company by Baker Tilly ("Online Offering"), together with the Statement of Work to which they are attached, constitute the entire understanding and agreement between the client identified on such Statement of Work (the "Client") and Baker Tilly with respect to the Services described in the Statement of Work (collectively, the Statement of Work and these Terms are referred to as the "Agreement") and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern Company's use of the Online Offering. This Agreement's provisions shall not be deemed modified or amended by the conduct of the parties. If there is a conflict between these Terms and the terms of any Statement of Work, these Terms shall govern.

Section 1. Confidentiality

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the recipient, (C) disclosed by Recipient to a third party without restriction, (D) independently developed, or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

Section 2. Deliverables

(a) Notwithstanding the above and solely with respect to ownership of deliverables in this Section, unless specified otherwise on the applicable Statement of Work, materials specifically prepared by Baker Tilly for Client as a deliverable under a Statement of Work (each a "Deliverable") may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Baker Tilly's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Baker Tilly shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Baker Tilly may develop or supply in connection with this Agreement (the "Baker Tilly Knowledge"). Subject to the confidentiality restrictions contained in Section 1, Baker Tilly may use the Deliverables and the Baker Tilly Knowledge for any purpose. (b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the Services rendered under this engagement. When such records are returned to you, it is the Company's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, Client hereby authorizes us to do so.

Section 3. Acceptance

Client shall accept Deliverables which (i) substantially conform to the specifications in the Statement of Work or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Statement of Work. Client will promptly give Baker Tilly written notification of any nonconformance of the Deliverables with such requirements (Nonconformance) within thirty (30) days following delivery of such Deliverables, and Baker Tilly shall have a reasonable period of time, based on the severity and complexity of the Nonconformance, to

correct the Nonconformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Baker Tilly of any Nonconformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Statement of Work, then the Deliverable shall be deemed irrevocably accepted by the Client.

Section 4. Standards of Performance

Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards of Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

Section 5. Warranty

(a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work entered into pursuant hereto and the person signing this Agreement or such Statement of Work on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement. (b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly provides Services under this Agreement. (c) Baker Tilly warrants that any Services that it provides to Client under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Baker Tilly's warranty will be for Baker Tilly, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Baker Tilly's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly or to the environment in which the Services are used (including the physical, network and systems environments) that are not authorized in writing by Baker Tilly. If Client does not notify Baker Tilly of a breach of Baker Tilly's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services. (d) Baker Tilly does not warrant any third-party product (each, a Product). All Products are provided to Client by Baker Tilly "AS IS." Baker Tilly will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Baker Tilly is not the manufacturer of any Product, expressly waives any claim that Client may have against Baker Tilly based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a Claim) with respect to any Product and also waives any right to indemnification from Baker Tilly against any such Claim made against Client by another. Client acknowledges that no employee of Baker Tilly or any other party is authorized to make any representation or warranty on behalf of Baker Tilly that is not in this Agreement.

Baker Tilly US, LLP

Standard Business Terms (cont.)

(e) This section 5 is Baker Tilly's only warranty concerning the Services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, noninfringement or fitness for a particular purpose, or otherwise.

Section 6. Limitation on Damages and Indemnification

(a) The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such Services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

(b) As Baker Tilly is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services, Client's use of the Deliverables, or this Agreement.

(c) In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

(d) Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

(e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

(f) The terms of this Section 6 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of Client, Baker Tilly or others), but these Terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These Terms shall also continue to apply after any termination of this Agreement.

(g) Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the Services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Section 7. Personnel

During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

Section 8. Data Privacy and Security

(a) To the extent the Services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the

applicable privacy law relevant to the processing in providing Services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

(b) Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Baker Tilly US, LLP

Standard Business Terms (cont.)

Section 9. Termination

(a) This Agreement may be terminated at any time by either party upon written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Statement(s) of Work already issued at the time of such termination, until such Statements of Work are themselves either terminated or the performance thereunder is completed.

(b) This Agreement and all Statements of Work may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

(c) Client shall pay Baker Tilly for all Services rendered and expenses incurred as of the date of termination, and shall reimburse Baker Tilly for all reasonable costs associated with any termination. In the event that collection procedures are required, the Company agrees to be responsible for all expenses of collection including related attorneys' fees.

(d) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Statement of Work.

Section 10. Dispute Resolution

(a) Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation or termination of this Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant Services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the Consulting Terms

right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

(b) Because a breach of any the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the nonbreaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the nonbreaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Section 11. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision (**Force Majeure Event**), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Section 12. Taxes

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the Taxes), all of which shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 12.

Section 13. Notices

Any notice or communication required or permitted under this Agreement or any Statement of Work shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

Section 14. Miscellaneous

(a) This Agreement, any Statement(s) of Work and any applicable Online Terms related to any "Online Offering" constitute the entire agreement between Baker Tilly and Client with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof. For clarity and avoidance of doubt, these Terms govern Baker Tilly's provision of the Services described herein, and the Online Terms govern Company's use of the Online Offering. No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to by Baker Tilly. This Agreement and any Statement of Work cannot be amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.

(b) In the event that any provision of this Agreement or any Statement of Work is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction,

Baker Tilly US, LLP
Standard Business Terms (cont.)

the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Statement of Work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

(c) Neither this Agreement, any Statement of Work, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Either party may assign and transfer this Agreement and any Statement of Work to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interests or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Agreement.

(d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Illinois, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Illinois. Both parties consent to the personal jurisdiction of the state and federal courts located in Illinois.

(e) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. Baker Tilly shall have no authority to bind Client to any third-party agreement. Though the Services may include Baker Tilly's advice and recommendations, all decisions

regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, Client.

(f) The failure of either party at any time to enforce any of the provisions of this Agreement or a Statement of Work will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.

(g) Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any Internet e-mail.

(h) Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.

(i) The Services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

(j) Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Acknowledgement:

The Business Terms above correctly sets forth the understanding of the Client.

Accepted by:

Signature: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE CONTRACT BETWEEN BAKER TILLY US, LLP, and WINNEBAGO COUNTY

Definitions

Catch-all definition: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule.

- (a) Business Associate. "Business Associate" shall mean Baker Tilly US, LLP
- (b) Covered Entity. "Covered Entity" shall mean Winnebago County
- (c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103 and 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Security Rule. "Security Rule" shall mean Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.

Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, within a reasonable amount of time (not to exceed 30 days from the request, unless infeasible to provide in such time, and Business Associate notifies Covered Entity of, and reasons for, the delay), to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, within a reasonable amount of time (not to exceed 30 days from the request, unless infeasible to provide in such time, and Business Associate notifies Covered Entity of, and reasons for, the delay).
- (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity

available to the Covered Entity, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, within a reasonable time under the circumstances, information collected in accordance with Section (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (k) Effective December 7, 2022, Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- (l) Effective December 7, 2022, Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic PHI also agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- (m) Effective December 7, 2022, Business Associate agrees to report to Covered Entity any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system of which it becomes aware.

Permitted Uses and Disclosures by Business Associate General Use and Disclosure Provisions

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Administrative Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502(j)(1).

Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date signed below, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement, as well as the Administrative Services Agreement, if Business Associate does not cure the breach or end the violation within a reasonable time specified by Covered Entity;
 - (2) Immediately terminate this Agreement, as well as the Administrative Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination.
- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notification to Covered Entity, to be made as soon as is reasonably possible, that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- (a) Indemnification. Business Associate shall defend and hold Covered Entity harmless from all claims, liabilities, damages, or judgments involving a third party, including Covered Entity's costs and attorney fees, which arise as a result of Business Associate's material failure to meet any of its obligations under this Agreement.
- (b) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (c) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (d) Survival. The respective rights and obligations of Business Associate under Section (c) of the Term and Termination portion of this Agreement shall survive the termination of this Agreement.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of December 7, 2022.

BAKER TILLY US, LLP

WINNEBAGO COUNTY

Signature: _____

Signature: _____

Name: Edward A. Klik, Jr.

Name: _____

Title: Principal - Health Care Services

Title: _____

Date: December 7, 2022

Date: _____

ECONOMIC DEVELOPMENT COMMITTEE



Resolution Executive Summary

Committee Date: Monday, December 12, 2022

Committee: Economic Development

Prepared By: Chris Dornbush & Jas Bilich

Document Title: Resolution Granting Authority To The Winnebago County Board Chairman To Execute The Documents Necessary To Complete A Loan For \$100,000 From The Revolving Loan Fund To Spare Part Solutions, Inc. and Kebby Industries, Inc.

County Code: NA

Board Meeting Date: Thursday, December 22, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$100,000
If not, explain funding source:	
ORG - OBJ - Project Code: Fund available in fund #0307 (Revolving Loan Fund)	Budget Impact: None - Budgeted

Background Information:

Rockford Local Development Corporation (RLDC) have demonstrated a positive effect in growing the regional economy in partnership through the County's Revolving Loan Fund Program that was established in 2014. Spare Part Solutions Inc. (SPSI) is an established manufacturing company in the Winnebago County and has a proven track record of growth in our region. They are looking to purchase 3 product lines from a New York manufacturing firm bringing production to Winnebago County. The loan requested in the amount of \$100,000 will be over a 5-year term at 7% annual interest and create 5 machinist positions. With RLDC and financing from seller as well as equity from the company totaling \$875,000 for the purchase of the product line of which SPSI is already producing parts for.

Recommendation:

Administration supports the recommendation as proposed with the terms stated by RLDC for the loan regarding Spare Part Solutions Inc. and Kebby Industries, Inc as co-borrowers.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

RLDC & staff normally update the entire Board on an annual basis.

**RESOLUTION
OF
THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE**

2022 CR _____

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY
BOARD CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO
COMPLETE A LOAN FOR \$100,000 FROM THE REVOLVING LOAN FUND
TO SPARE PART SOLUTIONS, INC. and KEBBY INDUSTRIES, INC.**

WHEREAS, Spare Part Solutions Inc. (SPSI) is a female-owned subcontract machining and fabrication assembly company with Kristi Sosnowski as the sole shareholder and the company managed by her husband Doug Sosnowski, as the President; and

WHEREAS, SPSI's factory is located on the east side of Rockford, at 5635 International Drive, Rockford, Illinois; and

WHEREAS, SPSI and Kebby Industries, Inc, is looking to utilize these loan funds to purchase the product lines from Hansford Parts and Products (HPP), a New York based company; and

WHEREAS, SPSI is looking to be the producer of three (3) product lines that they are already the parts producer of, thereby creating synergy amongst existing affiliated manufacturing companies as well as adding another product produced in Winnebago County, Illinois; and

WHEREAS, it is estimated that this loan will assist in the creation of five (5) new full-time equivalent machinist employees for the business over the next two (2) years and is estimated to sell \$1.1 million worth of manufacturing revenue annually; and

WHEREAS, SPSI, who has great repayment history and business success with a previous Winnebago County loan, is seeking a loan to assist with its purchase of product lines as recommended by the staff of Rockford Local Development Corporation (RLDC), of one hundred thousand dollars (\$100,000.00) amortized at seven percent (7%) for five (5) years from the County of Winnebago's Revolving Loan Fund to SPSI and Kebby Industries, Inc. as co-borrowers, secured by senior mortgage on 5635 International Drive, Rockford, Illinois which was purchased in 2016 for two hundred seventy thousand dollars (\$270,000) and second lien on all business assets as well as personal guarantees by Doug Sosnowski and Kristi Sosnowski.

NOW THEREFORE, BE IT RESOLVED, that the Chairman of the County Board of the County of Winnebago, Illinois is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and approved by the Winnebago County State's Attorney's Office for the loan of one hundred thousand dollars (\$100,000.00) at seven percent (7%) fully amortized over five (5) years to Spare Part Solutions, Inc. and Kebby Industries, Inc. as co-borrowers, secured by personal guarantees from Doug Sosnowski and Kristi Sosnowski.

BE IT FURTHER RESOLVED, that this Resolution shall be effective on its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Regional Planning and Economic Development Director, County Finance Director, County Administrator, and the County Auditor.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

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

ATTESTED BY:

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

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

Revolving Loan Fund**Loan Summary for:**

Spare Part Solutions, Inc. and Kebby Industries, Inc.

Applicant:

Spare Part Solutions, Inc. and Kebby Industries, Inc.

PIN: 16-04-453-006 (0.61 Acres)
26,630 Square Feet**Principal / Officer (%):** Kristi Sosnowski, Owner (100%)
Doug Sosnowski, President**Location Address:**5635 International Dr.
Rockford, IL 61109**Website:** <http://www.sparepartsolutions.com/>**County Board District #:** 15**County Board Member:** Christopher Scrol**Jurisdiction:** City of Rockford**Type of Business:** ☐ New (Start-up)☒ Expansion (Existing)**Industry:** Manufacturing

<u>Requested County Revolving Loan Fund:</u>					<u>Employees:</u>	Current	Projected
Investment(s)			Percentage		<i>Full-Time Equivalent (FTE):</i>	34	39
County:	\$ 100,000.00	7.00%	interest	11.43%			
		5	years				
Owner's:	\$ 250,347.00			28.61%	<i>Part Time:</i>	0	<i>Within the first 2 years of business operating, from the opening.</i>
Seller finance	\$ 325,000.00			37.14%			
EDA Recovery Act	\$ 50,000.00			5.71%			
Customer deposits	\$ 149,653.00			17.10%	<i>Within the first 2 years of business operating, from the opening.</i>		
Total Financing of Project:	\$ 875,000.00			100.00%			
***Cost of County funds per projected job created: \$20,000							

Uses of Loan Proceeds:

- SPSI proposes to purchase three product lines and associated inventory and equipment from Hansford Parts and Products ("HPP").

Revolving Loan Fund

Loan Summary for:

Spare Part Solutions, Inc. and Kebby Industries, Inc.

Description of Business & Project:

Spare Part Solutions, Inc. and Kebby Industries, Inc. is a woman owned business located on the east side of Rockford at 5635 International Dr. Spare Parts Solutions Inc. ("SPSI") is a subcontract machining, fabrication and assembly company. SPSI also serves in the controls and automation field supplying service and support. A female-owned business, SPSI was formed in 2003. The business is owned exclusively by Kristi Sosnowski and is managed by her husband, Doug Sosnowski who is the company's President. SPSI offers mechanical engineering and design services, reverse engineering for parts no longer in production, fixture design and manufacturing, electronic board design and manufacturing, CNC milling and turning, and welding to aerospace specifications. An affiliate, Kebby Industries was purchased in April 2018 with funding from Winnebago County. That loan has an impeccable repayment record. The company reports more than 100 regular customers including its affiliates. SPSI currently occupies two buildings: 12,000 sf in a building (purchased in 2014 with RLDC and DCEO financial participation) and an adjacent 7,000 sf purchased in 2016 with RLDC funding while Kebby operates from a building it owns on N. Kilburn Ave. SPSI proposes to purchase three product lines from Hansford Parts and Products ("HPP") including its Keyseater, Die Handler and Die Carts that have an estimated sales volume of \$1.1 million annually and a gross margin of 49%. The purchase price is \$850,000. SPSI has been producing these parts as a subcontractor but HPP has decided to sell the product lines to focus on subcontract machining. Purchasing these product lines is projected to create five local manufacturing jobs and bolster the other SPSI businesses given the synergy among the businesses. Mr. Sosnowski continues to oversee operations of all the affiliates while continuing to manage the operations at SPSI. He has full-time general managers at SPSI and Kebby to assist him. A journeyman machinist, Mr. Sosnowski reports 30 years professional experience. The Hansford Parts and Products ("HPP") product lines have estimated annual revenue potential of \$1.1 mil that are projected to generate \$550,000 in gross profit and \$135,000 in operating profit.

RLDC Recommendation:

Staff recommends a \$100,000, term loan to be fully amortized over five (5) years at 7.0% for the following reasons:

- 1) Participation in this projected is projected to contribute to the planned creation of five (5) machinist jobs.
- 2) SPSI has demonstrated the ability to service existing and proposed debt based on existing operations when you consolidate SPSI with its affiliates.
- 3) Mr. Sosnowski is a skilled machinist and appears to be a capable manager based on SPSI's profitable growth since its inception in 2003.

Revolving Loan Fund

Loan Summary for:

Spare Part Solutions, Inc. and Kebby Industries, Inc.

- 4) Participation in this project benefits a number of policy objectives including assisting a small manufacturer, an exporter, a female-owned business and job creation in a labor surplus area.
- 5) The proposed loan appears to be well collateralized by a senior mortgage on one of SPSI's industrial properties.

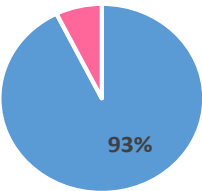
Other Conditions:

Kristi and Doug Sosnowski will personally guarantee the loan.

Site Property Tax Information:

2021	Tax Year Information		Fair Market Value:	Tax Bill	Winnebago County Portion	
	PIN(s):	Acres			Tax	Pension
	16-04-453-006	0.18	\$ 221,220.00	\$ 9,132.62	\$ 520.12	\$ 145.84
			\$ -	\$ -	\$ -	\$ -
		0.18	\$ 221,220.00	\$ 9,132.62	\$ 520.12	\$ 145.84
					\$ 665.96	
					Other Entities	\$ 8,466.66
					Winnebago County	\$ 665.96
					TOTAL TAX BILL	\$ 9,132.62

Tax Bill



■ Other Entities

■ Winnebago County

Revolving Loan Fund
Loan Summary for:
Spare Part Solutions, Inc. and Kebby Industries, Inc.

Strengths & Weaknesses

Strengths

- 1) SPSI has demonstrated the ability to service existing and proposed debt based on existing operations when you consolidate SPSI with its affiliates.
- 2) Participation in this project is expected to contribute to the addition of five (5) machinists jobs within the next two years;
- 3) Mr. Sosnowski is a skilled machinist and appears to be a capable manager based on SPSI's profitable growth since its inception in 2003;
- 4) Participation in this project benefits a number of policy objectives including assisting a small manufacturer, an exporter, a female-owned business and job creation in a labor surplus area; and
- 5) The proposed loan appears to be well collateralized by a senior mortgage on one of SPSI's industrial properties.

Weaknesses

- 1) SPSI is a subcontract machine shop that is dependent on the economic health of its customers who are cyclical businesses. Mitigating this risk is the diversified customer base SPSI serves including aerospace, oil and gas, printing and material handling. Also, Kebby, Brakemate and Daley Automation as well as the HPP product lines have proprietary product lines to reduce its sensitivity to the business cycle;
- 2) The guarantors are not financially strong. They have been reinvesting much of their historic profits and to date SPSI has been a marginally profitable business. However, they do have strong credit histories indicating that they have managed their personal finances well.
- 3) SPSI is highly leveraged. Mitigating this risk is the company's projected operating cash flow and its financial liquidity indicating that it can adequately manage its debt. Moreover, in the past eight years and over multiple loans from RLDC, SPSI has demonstrated an impeccable repayment record.

Attachments:

1. *Illinois Secretary of State Corporation / LLC Certificate of Good Standing*
2. *Site Map of the location*
3. *Tax Information*



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	62828528
Entity Name	SPARE PART SOLUTIONS, INC.
Status	ACTIVE

Entity Information
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Friday, 11 April 2003
State ILLINOIS
Duration Date PERPETUAL

Agent Information
Name

DOUGLAS PAUL SOSNOWSKI

Address

5885 DEB ELLEN DR
ROCKFORD , IL 61109

Change Date

Tuesday, 12 June 2007

Annual Report

Filing Date

Wednesday, 27 April 2022

For Year

2022

Officers

President

Name & Address

DOUGLAS SOSNOWSKI 5885 DEB ELLEN DRIVE ROCKFORD 61109

Secretary

Name & Address

VACANT

Assumed Name

ACTIVE

WARD CNC MACHINING

ACTIVE

PRESS PART SOLUTIONS

INACTIVE

DALEY AUTOMATION

ACTIVE

INTEGRA MACHINE

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

This information was printed from www.ilsos.gov, the official website of the Illinois Secretary of State's Office.

Tue Dec 06 2022



5635 INTERNATIONAL DR

Parcel Number	Alternate Parcel Number
16-04-453-006	256D784
Owner Name and Address	
FP DEVELOPMENT LLC, 3374 PRECISION DR ROCKFORD, IL 61109	

Property Size

Sq. Feet: 26630 - Acres: 0.61

Property Use

Ind Land + Improve (0081)

Legal Description

PLAT NO 3 SANDY HOLLOW INDUSTRIAL PARK BNG PT SE1/4 SE1/4 SEC 4-43-2 LOT 24

Zoning District: I1

Tax Information

FP DEVELOPMENT LLC,
3374 PRECISION DR
ROCKFORD, IL 61109

Trust Number:

Year	Fair Market Value	Total Tax Bill	Total Code
2021	\$221,220.00	\$9,132.62	127

There are currently no exemptions to display for this PIN

School District

Assessor Information

Township:

CHERRY VALLEY
Danielle Giacomazzo
4875 Blackhawk Rd
Rockford, IL 61109
8158742119

Sales History

Date	Sale Type	Amount	Doc. No.
12/28/2016 12:00:00 AM	YR (SalesHistoryCodes.aspx)	\$270,000.00	20171000568
9/20/2007 12:00:00 AM	WD (SalesHistoryCodes.aspx)	\$250,000.00	0760893
5/20/1996 12:00:00 AM	MISC (SalesHistoryCodes.aspx)	\$210,000.00	9626460
8/30/1995 12:00:00 AM	MISC (SalesHistoryCodes.aspx)	\$25,000.00	9535469

Flood Zone

In/Out	Flood Zone Type
OUT	X



76694

Change of Address Form

Date: ____/____/____

256D78416-04-453-006

New Name / Address

FP DEVELOPMENT LLC3374 PRECISION DRROCKFORD IL 61109-

Phone: (____) ____ - ____

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2021

ABBREVIATED LEGAL DESCRIPTION
PLAT NO 3 SANDY HOLLOW INDUSTRIAL PARK BNG PT SE1/4 SE1

Formula for Tax Calculation - 2021		Parcel ID: 16-04-453-006
Board of Review Assessed Value		73,734
Township Equalization factor	X	1.0000
Board of Review Equalized Value	=	73,734
Home Improvement Exemption	-	0
Disabled Vet Adapted Housing Exemption	-	0
Department of Revenue Assessed Value	=	73,734
State Multiplier for Winn Cnty	X	1.0000
Revised Equalized Value	=	73,734
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
General Homestead Exemption	-	0
Senior Citizen (over 65) Exemption	-	0
Disabled Person / Disabled Vet Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	73,734
Tax Rate for Tax Code 127	X	12.3859
Calculated Tax	=	\$9,132.62
Abatements	-	0
Non AD Valorem Tax	+	0.00

Township Assessor Phone Number: 815-874-2119	TOTAL TAX DUE: \$9,132.62
----------------------------------------------	------------------------------

Location of Property: 5635 INTERNATIONAL DR	Fair Market Value: 221,220
------------------------------------------------	-------------------------------

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.7259	512.47	0.7054	520.12
- PENSION	0.2177	153.70	0.1978	145.84
FOREST PRESERVE	0.1019	71.94	0.0993	73.22
- PENSION	0.0054	3.81	0.0048	3.54
CHERRY VALLEY TOWNSHIP	0.1302	91.92	0.1248	92.02
ROCKFORD CITY	1.5203	1,073.33	1.3873	1,022.91
- PENSION	1.2740	899.45	1.2488	920.79
ROCKFORD PARK DISTRICT	0.9414	664.63	0.9283	684.48
- PENSION	0.0628	44.34	0.0456	33.62
FOUR RIVERS SANITATION AUTH	0.1795	126.73	0.1731	127.63
ROCKFORD CITY LIBRARY	0.4343	306.62	0.4103	302.53
GREATER RKFD AIRPORT	0.0830	58.60	0.0811	59.80
- PENSION	0.0157	11.08	0.0144	10.62
ROCKFORD SCHOOL DIST 205	6.2107	4,384.75	5.9631	4,396.83
- PENSION	0.3750	264.75	0.3015	222.31
COMMUNITY COLLEGE 511	0.4615	325.82	0.4564	336.52
- PENSION	0.0000	0.00	0.0000	0.00
CHERRY VALLEY TWSP ROAD	0.2545	179.68	0.2439	179.84
Totals:	12.9938	9,173.62	12.3859	9,132.62



Property Code 256D784
Parcel ID 16-04-453-006

FP DEVELOPMENT LLC
3374 PRECISION DR
ROCKFORD IL 61109-

Paid on
06/07/2022

06/10/2022	\$0.00
------------	--------

THIS IS THE ONLY NOTICE YOU WILL
RECEIVE FOR BOTH INSTALLMENTS.



Property Code 256D784
Parcel ID 16-04-453-006

FP DEVELOPMENT LLC
3374 PRECISION DR
ROCKFORD IL 61109-

Paid on
09/02/2022

09/09/2022	\$0.00
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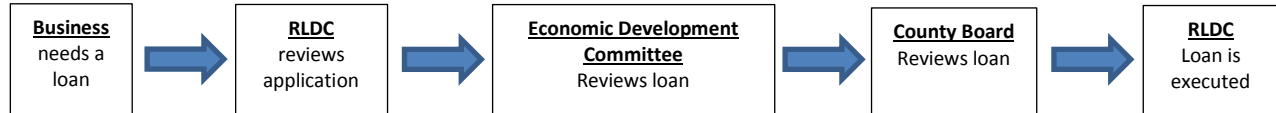
2

Winnebago County Revolving Loan Fund (RLF) Program Overview

Rockford Local Development Council (RLDC) Manages the Revolving Loan Fund Program on behalf of Winnebago County RLDC Agreement approved November 26, 2014	
John Phelps Executive Director of RLDC #815-987-8675	http://rldc.us/index.asp 120 West State Street, Suite 306 Rockford, IL 61101

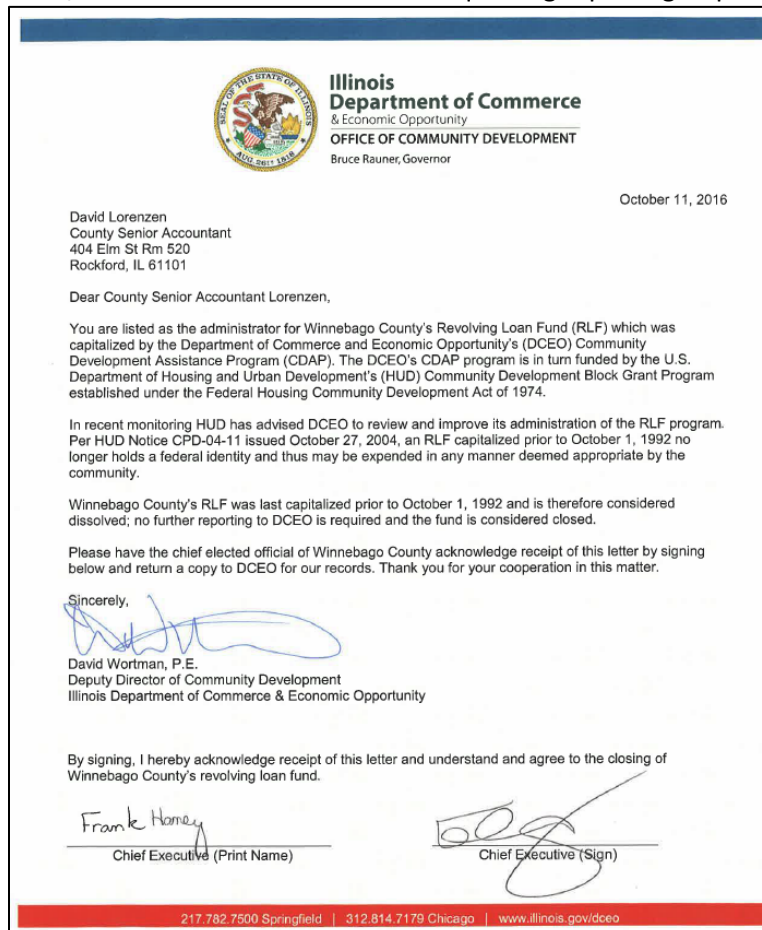
REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



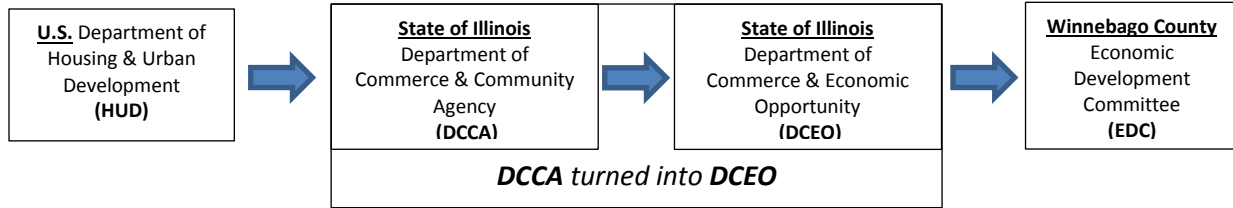
- Program is used for Gap Financing, examples of use...
 - Land & Building
 - Equipment & Machinery
 - Working Capital

October 11, 2016 State of Illinois letter relinquishing reporting requirements.



Winnebago County Revolving Loan Fund (RLF) Program Overview

Origin of Funding for Revolving Loan Fund Program



- **NOT** connected with the County's General Fund, operating costs, etc.
 - It's a stand-alone fund
- No liability to Winnebago County
- Fund generates interest
 - Interest covers management fees
 - Balance grows account

Activity Summary

- Since September 28, 2015 through today (March 28, 2019)
 - 11 loans processed
 - Including tonight's
 - \$500,500 in loan amounts
 - Estimated 70 Full-Time Equivalent jobs creates
- Average loan...
 - Amount \$45,500
 - Loan amounts have ranged from \$20,000 to \$100,000
 - Length just over 7 years
 - Loan lengths have ranged from 5 to 10 years



Resolution Executive Summary

Committee Date: Monday, December 12, 2022

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Abating Property Taxes On Property Located At 6164 All World Way, Roscoe, Illinois Specifically Identified As Property Index Number 04-15-300-020 And Commonly Known As All World Machinery Supply, Inc.

County Code: NA – 35 ILCS 200/18-165

Board Meeting Date: Thursday, December 22, 2022

Budget Information:

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

Background Information:

All World Machinery Supply, Inc. is a “one-stop shop solutions provider for aftermarket machine tool spare parts, services, repairs, and custom-engineered applications” (<https://www.allworldmachinery.com/>) company with its global headquarters & service center in located in the Village of Roscoe. This facility has been in this location and operating since its construction and issuance of Certificate of Occupancy in 2015. All World facility has built out 2 phases for approximately 86,820 square feet. This tax abatement would be a one (1) year 50% tax abatement on the County’s portion of taxes estimated to be at a maximum abatement amount of \$12,000. In 2014 all County taxing bodies had previously approved a 5 year 50% tax abatement for this site, however due to delays, the original spirit and intent was not fully recognized as promised to the business (2014-CR-104). By approving this it would rectify the original tax abatement agreement that only recognized 4 of the pledged 5 years as a developed property.

Recommendation:

Winnebago County Administration supports the development of existing properties to assist in the growth of the Equalized Assessed Value (EAV) and job growth, as well as the retention of local businesses. It would fulfill the original

Contract/Agreement:

No.

Legal Review:

Yes

Follow-Up:

County Staff can provide updates of the project as requested.

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**

SUBMITTED BY: Economic Development Committee

2022 CR _____

**RESOLUTION ABATING PROPERTY TAXES ON PROPERTY LOCATED AT
6164 ALL WORLD WAY, ROSCOE, ILLINOIS SPECIFICALLY IDENTIFIED AS
PROPERTY INDEX NUMBER 04-15-300-020 AND COMMONLY KNOWN AS ALL
WORLD MACHINERY SUPPLY, INC.**

WHEREAS, pursuant to 35 ILCS 200/18-165 the County of Winnebago, Illinois (County) may, after the determination of the assessed valuation of its property, order the County Clerk to abate any portion of its taxes on the property of any commercial or industrial firm located within the County that has expanded its existing facility or has located within the County; and

WHEREAS, such abatements shall not exceed a period of ten (10) years pursuant of state law; and

WHEREAS, the total aggregate amount of abated taxes for all taxing districts within the County may not exceed \$4,000,000; and

WHEREAS, on November 13, 2014, the Winnebago County Board approved a Resolution, (2014-CR-104), which provided for a five (5) year tax abatement at 50% of the County of Winnebago, Illinois portion of taxes for “Project Orpheus”, for the property commonly known as 6164 All World Way, Roscoe, Illinois and more specifically identified as property index number 04-15-300-020; and

WHEREAS, after approval, the abatement only affected four (4) of the five (5) years on the developed site and All World Machinery Supply, Inc. has requested to uphold the original purpose of the tax abatement that was set forth in said Resolution (2014-CR-104); and

WHEREAS, All World Machinery Supply, Inc. has specifically requested a real estate tax abatement for a period of one (1) additional year at fifty percent (50%) due to the original tax abatement not affecting all five (5) years of the equalized assessed value (EAV) as developed property; and

WHEREAS, such abatement shall not exceed a period of one (1) year to fulfill the original spirit and intent of the previously approved Resolution, (2014-CR-104); and

WHEREAS, All World Machinery Supply, Inc. has met and exceeded the original condition in said Resolution (2014-CR-104) for job creation of approximately 15 or more new full-time equivalent jobs by Year ending 2014; and

WHEREAS, it would be in the best interest of the citizens of the County of Winnebago, Illinois, and enhance the economic development within the County, for the County to abate the County's portion of the property taxes for All World Machinery Supply, Inc. for a period of one (1) year; and

WHEREAS, All World Machinery Supply, Inc., has agreed not to protest the assessed value of the Subject Property or Project during the life of this Abatement without the consent of the County for the property commonly known as 6164 All World Way, Roscoe, Illinois and more specifically identified as property index number 04-15-300-020 during the term of its abatement agreement.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago hereby order the Winnebago County Clerk to abate that portion of the County's share of the property taxes to be levied against the property commonly known as 6164 All World Way, Roscoe, Illinois and more specifically identified by property index number 04-15-300-020 by the following percentages:

Schedule			
Year	Taxes From	Payable In	Abatement %
One (1)	2022	2023	50%

; and

BE IT FURTHER RESOLVED, that the total of the tax abatement All World Machinery Supply, Inc. receives pursuant to this tax abatement commencing with the 2022 tax payable in 2023 shall not exceed twelve thousand dollars (\$12,000.00).

BE IT FURTHER RESOLVED, in recognition of the Tax Abatement, All World Machinery Supply, Inc. shall not protest the equalized assessed value of the Subject Property or Project during the life of this Abatement without the consent of the County.

BE IT FURTHER RESOLVED, that in the event All World Machinery Supply, Inc. ceases doing business on the property commonly known as 6164 All World Way, Roscoe, Illinois and more specifically identified by property index number 04-15-300-020 in the County of Winnebago, Illinois, the abatement period shall end, and the abatement of the County of Winnebago, Illinois's real estate property taxes set forth in this Resolution shall cease.

BE IT FURTHER RESOLVED, that this Resolution shall be effective 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 Winnebago County Clerk, Winnebago County Administrator, Winnebago County Auditor, and the Winnebago County Director of Regional Planning and Economic Development Department.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

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

ATTESTED BY:

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

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



WINNEBAGO COUNTY

— ILLINOIS —

Memorandum

Date: December 7, 2022

From: Regional Planning & Economic Development Department

Re: All World Machine Supply Inc. Tax Abatement

The below abatement schedule is proposed for All World Machine Supply, Inc.

Entity	Address & PIN(s)	Base Assessment Year (anticipated)	1 st Year of Abatement (anticipated)
All World Machine Supply Inc.	6164 All World Way 04-15-300-020	2022	2023 taxes

The County of Winnebago property taxes on the assessment shall be abated for one (1) year as follows:

Current Year EAV = Abated EAV x 1.00 x County Portion of Property Taxes
(2022 assessment year)

Tax Abatement Schedule

Year 1 = 50%



COUNTY OF WINNEBAGO

DEPARTMENT OF REGIONAL PLANNING AND ECONOMIC DEVELOPMENT

Project Report for:

All World Machinery Supply, Inc.
Tax Abatement

GENERAL INFORMATION	
<u>County Board District(s) #:</u> 4	<u>County Board Member:</u> Brad Lindmark
PROJECT INFORMATION	
<u>Project Location Address:</u> 6164 All World Way Roscoe, IL 61073	<u>PIN:</u> 04-15-300-020 <u>Website:</u> https://www.allworldmachinery.com/ <u>Tax Abatement Request:</u> 1 year. <i>Overall average is 50% abatement for the 1 year.</i> <u>County Investment for Job Growth:</u> \$12,000 Investment / 5 FTE Jobs = ~ \$2,400 / Job <i>**(estimated abatement amount)</i>
<u>Jurisdiction:</u> Village of Roscoe	

Project Summary:

In 2014 Winnebago County and 9 other taxing bodies all agreed and approved to abate the property taxes for 5 years at a rate of 50% for what was then referred to as, "Project Orpheus", now commonly known as All World Machinery Supply, Inc. in the Village of Roscoe. This was a collaborative effort to bring this development together which they built out 2 of the originally proposed 4 phases in the first 15 months, totaling 86,820 square feet of the newly constructed facility. One of the requirements within the original tax abatement (2014-CR-104) was job growth, in which they have met that requirement and are expecting to add another 5 jobs in the next year, currently they report having 95 employees in total, 81 in Winnebago County. The ultimate request is for 1 additional year (at 50%) to fulfill the original spirit and intent of the County's pledge to All World Machinery Supply, Inc. Due to the level of development that occurred with this project, land being subdivided and platted, also it needed the infrastructure to be installed, i.e.; roadway, sewer, water, etc., as well as the collaboration with the many different taxing bodies, the project was delayed from what was originally anticipated. Because of this, the abatement only affected four (4) of the five (5) years on the site as being developed, the first year was abated, but as an undeveloped site (total tax bill for 2014 with the 50% abatement included was \$261.50 for all taxing bodies). The average of the years 2 through 5 as a **developed** site was just



COUNTY OF WINNEBAGO

DEPARTMENT OF REGIONAL PLANNING AND ECONOMIC DEVELOPMENT

Project Report for:

All World Machinery Supply, Inc.
Tax Abatement

over \$72,000, inclusive of the 50% abatement. Thus, All World Machinery Supply, Inc. has requested that the County uphold the original purpose of the tax abatement that was set forth in the agreement (2014-CR-104). Therefore, it is estimated that the portion of taxes that would be abated would be no more than \$12,000 from Winnebago County for the 2022 tax bill, payable in 2023.

Additional Attachments:

1. *Tax Summary*
 - a. *Tax Bills 2014-2018, 2021*
 - b. *Employment Impact*
2. *Illinois Secretary of State Corporation / LLC Certificate of Good Standing*
3. *Site Map of the location*
4. *Resolution 2014-CR-104, Original Tax Abatement*

All World Machinery Supply, Inc.
 All World Way 6164
 04-15-300-020

Taxing District	Original Tax Abatement Schedule 2014-CR-104				
	2014	2015	2016	2017	2018
Winnebago County	\$ 47.08	\$ 5,022.31	\$ 11,775.69	\$ 11,703.42	\$ 11,659.62
Forest Preserve	\$ 2.61	\$ 468.90	\$ 1,229.02	\$ 1,223.18	\$ 1,230.65
Roscoe Township	\$ 3.26	\$ 581.54	\$ 1,498.86	\$ 1,533.64	\$ 1,571.84
Roscoe Village	\$ 14.61	\$ 2,568.20	\$ 6,698.03	\$ 6,899.31	\$ 7,084.55
Harlem-Roscoe Fire	\$ 16.81	\$ 2,994.60	\$ 7,717.30	\$ 7,915.54	\$ 8,137.08
North Suburban Library	\$ 6.58	\$ 1,181.79	\$ 3,056.78	\$ 3,128.34	\$ 3,214.49
Prairie Hill School District #133	\$ 99.22	\$ 17,673.76	\$ 44,753.02	\$ 45,441.10	\$ 45,823.68
Hononegah High School District # 207	\$ 56.83	\$ 10,166.39	\$ 25,976.53	\$ 28,731.45	\$ 29,319.91
Community College #522	\$ 10.48	\$ 1,907.14	\$ 5,016.91	\$ 5,229.08	\$ 5,350.69
Roscoe Township Road	\$ 4.02	\$ 716.01	\$ 1,845.06	\$ 1,871.00	\$ 1,879.77
TAX BILL inclusive of 50% Tax Abatement	\$ 261.50	\$ 43,280.64	\$ 109,567.20	\$ 113,676.06	\$ 115,272.28
Site:	Undeveloped	Developed	Developed	Developed	Developed

Total Abated: \$ 763,897.05

Taxing District	Tax Year	
	2021	
Winnebago County	TAX BILL	\$ 13,071.40

Only Winnebago County portion

50% Tax Abatement \$ 6,535.70

Estimated 2022 abatement amount is based off of 2021 Tax Bill: \$ 7,000.00

04-15-300-015

New Name / Address

ALL WORLD MACHINERY SUPPLY INC C/O
ATTY LOIS CANNELL RAMON
530 S STATE STREET, STE 200
BELVIDERE IL 61008-

Phone: (____) ____ - ____

DUPLICATE

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2014

ABBREVIATED LEGAL DESCRIPTION

COMM NW COR SW1/4 15-46-2 TH S ALG W LN SEC 412.54 FT E



Property Code

Parcel ID

04-15-300-015

1

ALL WORLD MACHINERY SUPPLY INC C/O
ATTY LOIS CANNELL RAMON
530 S STATE STREET, STE 200
BELVIDERE IL 61008-

Paid on
07/05/2015

06/05/2015

\$0.00

**THIS IS THE ONLY NOTICE YOU WILL
RECEIVE FOR BOTH INSTALLMENTS.**

Formula for Tax Calculation - 2014		Parcel ID: 04-15-300-015
Board of Review Assessed Value		4,343
Township Equalization factor	X	1.0000
Board of Review Equalized Value	=	4,343
Home Improvement Exemption	-	0
Disabled Vet Adapted Housing Exemption	-	0
Department of Revenue Assessed Value	=	4,343
State Multiplier for Winn Cnty	X	1.0000
Revised Equalized Value	=	4,343
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
General Homestead Exemption	-	0
Senior Citizen (over 65) Exemption	-	0
Disabled Person / Disabled Vet Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	4,343
Tax Rate for Tax Code 192	X	10.9571
Calculated Tax	=	\$475.87
Abatements	-	0
Non AD Valorem Tax	+	0.00

Township Assessor Phone Number: 815-270-0591	TOTAL TAX DUE: \$261.50
----------------------------------------------	------------------------------------------

Location of Property: 6164 ALL WORLD WAY	Fair Market Value: 0
---------------------------------------------	-------------------------

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.0000	0.00	0.8047	34.94
- PENSION	0.0000	0.00	0.2798	12.14
FOREST PRESERVE	0.0000	0.00	0.1126	2.45
- PENSION	0.0000	0.00	0.0073	0.16
ROSCOE TOWNSHIP	0.0000	0.00	0.1501	3.26
ROSCOE VILLAGE	0.0000	0.00	0.5481	11.90
- PENSION	0.0000	0.00	0.1247	2.71
HARLEM-ROSCOE FIRE	0.0000	0.00	0.7743	16.81
NORTH SUBURBAN LIBRARY	0.0000	0.00	0.2845	6.19
- PENSION	0.0000	0.00	0.0182	0.39
PRAIRIE HILL SCHOOL DIST 133	0.0000	0.00	4.3921	95.38
- PENSION	0.0000	0.00	0.1768	3.84
HONONEGAH HIGH SD #207	0.0000	0.00	2.5246	54.83
- PENSION	0.0000	0.00	0.0922	2.00
COMMUNITY COLLEGE 511	0.0000	0.00	0.4717	10.25
- PENSION	0.0000	0.00	0.0106	0.23
ROSCOE TWSP ROAD	0.0000	0.00	0.1848	4.02
Totals:	0.0000	0.00	10.9571	261.50



Property Code

Parcel ID

04-15-300-015

ALL WORLD MACHINERY SUPPLY INC C/O **Paid on**
ATTY LOIS CANNELL RAMON **07/05/2015**
530 S STATE STREET, STE 200
BELVIDERE IL 61008-

09/04/2015

\$0.00

2

04-15-300-020

New Name / Address

ALL WORLD MACHINERY SUPPLY INC
DAVE KOEPP, PRESIDENT, CEO
1301 WEST DIGGINS
HARVARD IL 60033-

Phone: (____) ____ - ____

DUPLICATE

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2015

ABBREVIATED LEGAL DESCRIPTION

ALL WORLD MACHINERY PLAT (AMENDED) PT W1/2 W1/2 SEC 15-



Property Code

Parcel ID

04-15-300-020

1

ALL WORLD MACHINERY SUPPLY INC
DAVE KOEPP, PRESIDENT, CEO
1301 WEST DIGGINS
HARVARD IL 60033-

Paid on
06/01/2016

Formula for Tax Calculation - 2015		Parcel ID: 04-15-300-020
Board of Review Assessed Value		779,541
Township Equalization factor	X	1.0000
Board of Review Equalized Value	=	779,541
Home Improvement Exemption	-	0
Disabled Vet Adapted Housing Exemption	-	0
Department of Revenue Assessed Value	=	779,541
State Multiplier for Winn Cnty	X	1.0000
Revised Equalized Value	=	779,541
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
General Homestead Exemption	-	0
Senior Citizen (over 65) Exemption	-	0
Disabled Person / Disabled Vet Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	779,541
Tax Rate for Tax Code 192	X	10.9140
Calculated Tax	=	\$85,079.10
Abatements	-	0
Non AD Valorem Tax	+	0.00

Township Assessor Phone Number: 815-270-0591	TOTAL TAX DUE: \$43,280.64
----------------------------------------------	---------------------------------------------

Location of Property: 6164 ALL WORLD WAY	Fair Market Value: 2,338,860
---------------------------------------------	---------------------------------

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.0000	0.00	0.8125	3,715.06
- PENSION	0.0000	0.00	0.2859	1,307.25
FOREST PRESERVE	0.0000	0.00	0.1131	440.84
- PENSION	0.0000	0.00	0.0072	28.06
ROSCOE TOWNSHIP	0.0000	0.00	0.1492	581.54
ROSCOE VILLAGE	0.0000	0.00	0.5381	2,097.36
- PENSION	0.0000	0.00	0.1208	470.84
HARLEM-ROSCOE FIRE	0.0000	0.00	0.7683	2,994.60
NORTH SUBURBAN LIBRARY	0.0000	0.00	0.2850	1,110.85
- PENSION	0.0000	0.00	0.0182	70.94
PRAIRIE HILL SCHOOL DIST 133	0.0000	0.00	4.4094	17,186.54
- PENSION	0.0000	0.00	0.1250	487.22
HONONEGAH HIGH SD #207	0.0000	0.00	2.5253	9,842.88
- PENSION	0.0000	0.00	0.0830	323.51
COMMUNITY COLLEGE 511	0.0000	0.00	0.4782	1,863.88
- PENSION	0.0000	0.00	0.0111	43.26
ROSCOE TWSP ROAD	0.0000	0.00	0.1837	716.01
Totals:	0.0000	0.00	10.9140	43,280.64



Property Code

Parcel ID

04-15-300-020

ALL WORLD MACHINERY SUPPLY INC
DAVE KOEPP, PRESIDENT, CEO
1301 WEST DIGGINS
HARVARD IL 60033-

Paid on
08/05/2016

09/02/2016

\$0.00

2

04-15-300-020

New Name / Address

ALL WORLD MACHINERY SUPPLY INC
6164 ALL WORLD WAY
ROSCOE IL 61073-

Phone: (____) ____ - ____

DUPLICATE

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2016

ABBREVIATED LEGAL DESCRIPTION

ALL WORLD MACHINERY PLAT (AMENDED) PT W1/2 W1/2 SEC 15-



Property Code

Parcel ID

04-15-300-020

1

ALL WORLD MACHINERY SUPPLY INC
6164 ALL WORLD WAY
ROSCOE IL 61073-

Paid on
05/15/2017

Formula for Tax Calculation - 2016		Parcel ID: 04-15-300-020
Board of Review Assessed Value		2,036,496
Township Equalization factor	X	1.0000
Board of Review Equalized Value	=	2,036,496
Home Improvement Exemption	-	0
Disabled Vet Adapted Housing Exemption	-	0
Department of Revenue Assessed Value	=	2,036,496
State Multiplier for Winn Cnty	X	1.0000
Revised Equalized Value	=	2,036,496
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
General Homestead Exemption	-	0
Senior Citizen (over 65) Exemption	-	0
Disabled Person / Disabled Vet Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	2,036,496
Tax Rate for Tax Code 192	X	10.6865
Calculated Tax	=	\$217,630.15
Abatements	-	0
Non AD Valorem Tax	+	0.00

Township Assessor Phone Number: 815-270-0591	TOTAL TAX DUE: \$109,567.20
----------------------------------------------	----------------------------------------------

Location of Property: 6164 ALL WORLD WAY	Fair Market Value: 6,110,100
---------------------------------------------	---------------------------------

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.8125	3,715.06	0.7968	8,666.98
- PENSION	0.2859	1,307.25	0.2858	3,108.71
FOREST PRESERVE	0.1131	440.84	0.1138	1,158.76
- PENSION	0.0072	28.06	0.0069	70.26
ROSCOE TOWNSHIP	0.1492	581.54	0.1472	1,498.86
ROSCOE VILLAGE	0.5381	2,097.36	0.5262	5,358.02
- PENSION	0.1208	470.84	0.1316	1,340.01
HARLEM-ROSCOE FIRE	0.7683	2,994.60	0.7579	7,717.30
NORTH SUBURBAN LIBRARY	0.2850	1,110.85	0.2822	2,873.50
- PENSION	0.0182	70.94	0.0180	183.28
PRAIRIE HILL SCHOOL DIST 133	4.4094	17,186.54	4.2727	43,506.69
- PENSION	0.1250	487.22	0.1224	1,246.33
HONONEGAH HIGH SD #207	2.5253	9,842.88	2.4812	25,264.78
- PENSION	0.0830	323.51	0.0699	711.75
COMMUNITY COLLEGE 511	0.4782	1,863.88	0.4927	5,016.91
- PENSION	0.0111	43.26	0.0000	0.00
ROSCOE TWSP ROAD	0.1837	716.01	0.1812	1,845.06
Totals:	10.9140	43,280.64	10.6865	109,567.20

Property Code

Parcel ID

04-15-300-020



ALL WORLD MACHINERY SUPPLY INC
6164 ALL WORLD WAY
ROSCOE IL 61073-

Paid on
07/21/2017

09/01/2017

\$0.00

2

103961
222

Change of Address Form

Date: ____/____/____

04-15-300-020

New Name / Address

ALL WORLD MACHINERY SUPPLY INC
6164 ALL WORLD WAY
ROSCOE IL 61073-

Phone: (____) ____ - ____

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2017

ABBREVIATED LEGAL DESCRIPTION
ALL WORLD MACHINERY PLAT (AMENDED) PT W1/2 W1/2 SEC 15-



Property Code Parcel ID
04-15-300-020

ALL WORLD MACHINERY SUPPLY INC
6164 ALL WORLD WAY
ROSCOE IL 61073-

Paid on
05/23/2018

Formula for Tax Calculation	-	2017	Parcel ID: 04-15-300-020
Board of Review Assessed Value			2,069,691
Township Equalization factor	X	1.0000	
Board of Review Equalized Value	=	2,069,691	
Home Improvement Exemption	-	0	
Disabled Vet Adapted Housing Exemption	-	0	
Department of Revenue Assessed Value	=	2,069,691	
State Multiplier for Winn Cnty	X	1.0000	
Revised Equalized Value	=	2,069,691	
Senior Freeze Exemption	-	0	
FAF/VAF Exemption	-	0	
General Homestead Exemption	-	0	
Senior Citizen (over 65) Exemption	-	0	
Disabled Person / Disabled Vet Exemption	-	0	
Returning Veteran Exemption	-	0	
Taxable Value	=	2,069,691	
Tax Rate for Tax Code 192	X	10.9126	
Calculated Tax	=	\$225,857.10	
Abatements	-	0	
Non AD Valorem Tax	+	0.00	

Township Assessor Phone Number: 815-270-0591	TOTAL TAX DUE: \$113,676.06
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Location of Property: 6164 ALL WORLD WAY	Fair Market Value: 6,209,690
---------------------------------------------	---------------------------------

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.7968	8,666.98	0.7793	8,614.78
- PENSION	0.2858	3,108.71	0.2794	3,088.64
FOREST PRESERVE	0.1138	1,158.76	0.1124	1,163.16
- PENSION	0.0069	70.26	0.0058	60.02
ROSCOE TOWNSHIP	0.1472	1,498.86	0.1482	1,533.64
ROSCOE VILLAGE	0.5262	5,358.02	0.5133	5,311.86
- PENSION	0.1316	1,340.01	0.1534	1,587.45
HARLEM-ROSCOE FIRE	0.7579	7,717.30	0.7649	7,915.54
NORTH SUBURBAN LIBRARY	0.2822	2,873.50	0.2841	2,940.00
- PENSION	0.0180	183.28	0.0182	188.34
PRAIRIE HILL SCHOOL DIST 133	4.2727	43,506.69	4.2628	44,113.35
- PENSION	0.1224	1,246.33	0.1283	1,327.75
HONONEGAH HIGH SD #207	2.4812	25,264.78	2.7298	28,249.19
- PENSION	0.0699	711.75	0.0466	482.26
COMMUNITY COLLEGE 511	0.4927	5,016.91	0.5053	5,229.08
- PENSION	0.0000	0.00	0.0000	0.00
ROSCOE TWSP ROAD	0.1812	1,845.06	0.1808	1,871.00
Totals:	10.6865	109,567.20	10.9126	113,676.06

Property Code Parcel ID
04-15-300-020

ALL WORLD MACHINERY SUPPLY INC
6164 ALL WORLD WAY
ROSCOE IL 61073-

Paid on
08/13/2018

09/07/2018 \$0.00

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104940
222

Change of Address Form

Date: ____/____/____

04-15-300-020

New Name / Address

ALL WORLD MACHINERY SUPPLY INC
6164 ALL WORLD WAY
ROSCOE IL 61073-

Phone: (____) ____ - ____

DUPLICATE

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2018

ABBREVIATED LEGAL DESCRIPTION
ALL WORLD MACHINERY PLAT (AMENDED) PT W1/2 W1/2 SEC 15-



Property Code Parcel ID
04-15-300-020

ALL WORLD MACHINERY SUPPLY INC
6164 ALL WORLD WAY
ROSCOE IL 61073-

Paid on
06/17/2019

Formula for Tax Calculation	-	2018	Parcel ID: 04-15-300-020
Board of Review Assessed Value			2,145,856
Township Equalization factor	X	1.0000	
Board of Review Equalized Value	=	2,145,856	
Home Improvement Exemption	-	0	
Disabled Vet Adapted Housing Exemption	-	0	
Department of Revenue Assessed Value	=	2,145,856	
State Multiplier for Winn Cnty	X	1.0000	
Revised Equalized Value	=	2,145,856	
Senior Freeze Exemption	-	0	
FAF/VAF Exemption	-	0	
General Homestead Exemption	-	0	
Senior Citizen (over 65) Exemption	-	0	
Disabled Person / Disabled Vet Exemption	-	0	
Returning Veteran Exemption	-	0	
Taxable Value	=	2,145,856	
Tax Rate for Tax Code 192	X	10.6743	
Calculated Tax	=	\$229,055.11	
Abatements	-	0	
Non AD Valorem Tax	+	0.00	

Township Assessor Phone Number: 815-270-0591	TOTAL TAX DUE: \$115,272.28
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Location of Property: 6164 ALL WORLD WAY	Fair Market Value: 6,438,210
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Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.7793	8,614.78	0.7718	8,845.86
- PENSION	0.2794	3,088.64	0.2455	2,813.76
FOREST PRESERVE	0.1124	1,163.16	0.1099	1,179.15
- PENSION	0.0058	60.02	0.0048	51.50
ROSCOE TOWNSHIP	0.1482	1,533.64	0.1465	1,571.84
ROSCOE VILLAGE	0.5133	5,311.86	0.4831	5,183.32
- PENSION	0.1534	1,587.45	0.1772	1,901.23
HARLEM-ROSCOE FIRE	0.7649	7,915.54	0.7584	8,137.08
NORTH SUBURBAN LIBRARY	0.2841	2,940.00	0.2819	3,024.58
- PENSION	0.0182	188.34	0.0177	189.91
PRAIRIE HILL SCHOOL DIST 133	4.2628	44,113.35	4.1003	43,993.30
- PENSION	0.1283	1,327.75	0.1706	1,830.38
HONONEGAH HIGH SD #207	2.7298	28,249.19	2.6730	28,679.39
- PENSION	0.0466	482.26	0.0597	640.52
COMMUNITY COLLEGE 511	0.5053	5,229.08	0.4987	5,350.69
- PENSION	0.0000	0.00	0.0000	0.00
ROSCOE TWSP ROAD	0.1808	1,871.00	0.1752	1,879.77
Totals:	10.9126	113,676.06	10.6743	115,272.28

Property Code Parcel ID
04-15-300-020

ALL WORLD MACHINERY SUPPLY INC
6164 ALL WORLD WAY
ROSCOE IL 61073-

Paid on
08/12/2019

09/27/2019	\$0.00
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2

17761

Change of Address Form

Date: ____/____/____

04-15-300-020

New Name / Address

ALL WORLD MACHINERY SUPPLY INC

6164 ALL WORLD WAY

ROSCOE IL 61073-

Phone: (____) ____ - ____

Reason for Change

Signature

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2021

ABBREVIATED LEGAL DESCRIPTION
ALL WORLD MACHINERY PLAT (AMENDED) PT W1/2 W1/2 SEC 15-



Property Code Parcel ID
04-15-300-020

ALL WORLD MACHINERY SUPPLY INC
6164 ALL WORLD WAY
ROSCOE IL 61073-

Paid on
05/25/2022

Formula for Tax Calculation	-	2021	Parcel ID: 04-15-300-020
Board of Review Assessed Value			1,447,233
Township Equalization factor	X	1.0000	
Board of Review Equalized Value	=	1,447,233	
Home Improvement Exemption	-	0	
Disabled Vet Adapted Housing Exemption	-	0	
Department of Revenue Assessed Value	=	1,447,233	
State Multiplier for Winn Cnty	X	1.0000	
Revised Equalized Value	=	1,447,233	
Senior Freeze Exemption	-	0	
FAF/VAF Exemption	-	0	
General Homestead Exemption	-	0	
Senior Citizen (over 65) Exemption	-	0	
Disabled Person / Disabled Vet Exemption	-	0	
Returning Veteran Exemption	-	0	
Taxable Value	=	1,447,233	
Tax Rate for Tax Code 192	X	9.8278	
Calculated Tax	=	\$142,231.16	
Abatements	-	0	
Non AD Valorem Tax	+	0.00	

Township Assessor Phone Number: 815-270-0591	TOTAL TAX DUE: \$142,231.16
----------------------------------------------	--------------------------------

Location of Property: 6164 ALL WORLD WAY	Fair Market Value: 4,342,130
---------------------------------------------	---------------------------------

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.7259	16,971.04	0.7054	10,208.78
- PENSION	0.2177	5,089.67	0.1978	2,862.62
FOREST PRESERVE	0.1019	2,382.35	0.0993	1,437.10
- PENSION	0.0054	126.25	0.0048	69.47
ROSCOE TOWNSHIP	0.1394	3,259.07	0.1371	1,984.16
ROSCOE VILLAGE	0.4395	10,275.19	0.4723	6,835.28
- PENSION	0.1909	4,463.11	0.1430	2,069.54
HARLEM-ROSCOE FIRE	0.7241	16,928.94	0.7087	10,256.54
NORTH SUBURBAN LIBRARY	0.2673	6,249.29	0.2609	3,775.83
- PENSION	0.0171	399.78	0.0168	243.14
PRAIRIE HILL SCHOOL DIST 133	3.8648	90,356.26	3.8062	55,084.62
- PENSION	0.1322	3,090.76	0.1225	1,772.82
HONONEGAH HIGH SD #207	2.5289	59,123.88	2.4766	35,842.19
- PENSION	0.0632	1,477.58	0.0638	923.32
COMMUNITY COLLEGE 511	0.4615	10,789.54	0.4564	6,605.17
- PENSION	0.0000	0.00	0.0000	0.00
ROSCOE TWSP ROAD	0.1619	3,785.11	0.1562	2,260.58
Totals:	10.0417	234,767.82	9.8278	142,231.16

Property Code Parcel ID
04-15-300-020

ALL WORLD MACHINERY SUPPLY INC
6164 ALL WORLD WAY
ROSCOE IL 61073-

Paid on
08/24/2022

09/09/2022 \$0.00

2

Part IV: Employment Impact

	12/31/2015	12/31/2016	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	12/31/2024	12/31/2025
# of employees transferred	55	-	-	-	-	-	-	-	-	-	-
# of new jobs created	-	5	2	7	-	10	3	3	3	3	3
# of Winnebago County jobs retained	-	60	62	69	65	75	78	81	84	87	90
 Total number of employess	55	65	73	80	75	85	90	95	100	105	110
Average wage (non-management)	57,800	59,000	60,200	61,500	63,350	65,300	66,500	67,800	69,100	70,000	71,000
Total payroll (all employees)	5,628,700	5,639,300	6,069,600	6,097,900	6,100,800	6,300,000	6,425,000	6,550,500	6,750,100	6,885,000	7,025,000



Office of the Secretary of State Jesse White
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	57286296
Entity Name	ALL WORLD MACHINERY SUPPLY, INC.
Status	ACTIVE

Entity Information
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Friday, 23 April 1993
State ILLINOIS
Duration Date PERPETUAL

Agent Information
Name

ANTHONY D. TROXELL

Address

6164 ALL WORLD WAY
ROSCOE , IL 61073

Change Date

Monday, 16 November 2020

Annual Report

Filing Date

Wednesday, 30 March 2022

For Year

2022

Officers

President

Name & Address

DAVID J KOEPP 20820 FREE CHURCH ROAD CALEDONIA 61011

Secretary

Name & Address

SAME

Assumed Name

ACTIVE

USA MACHINE REBUILDERS INC.

ACTIVE

TITAN MACHINERY SALES, LTD.

ACTIVE

ARROW WORKHOLDING SOLUTIONS

[Return to Search](#)

[File Annual Report](#)

Adopting Assumed Name

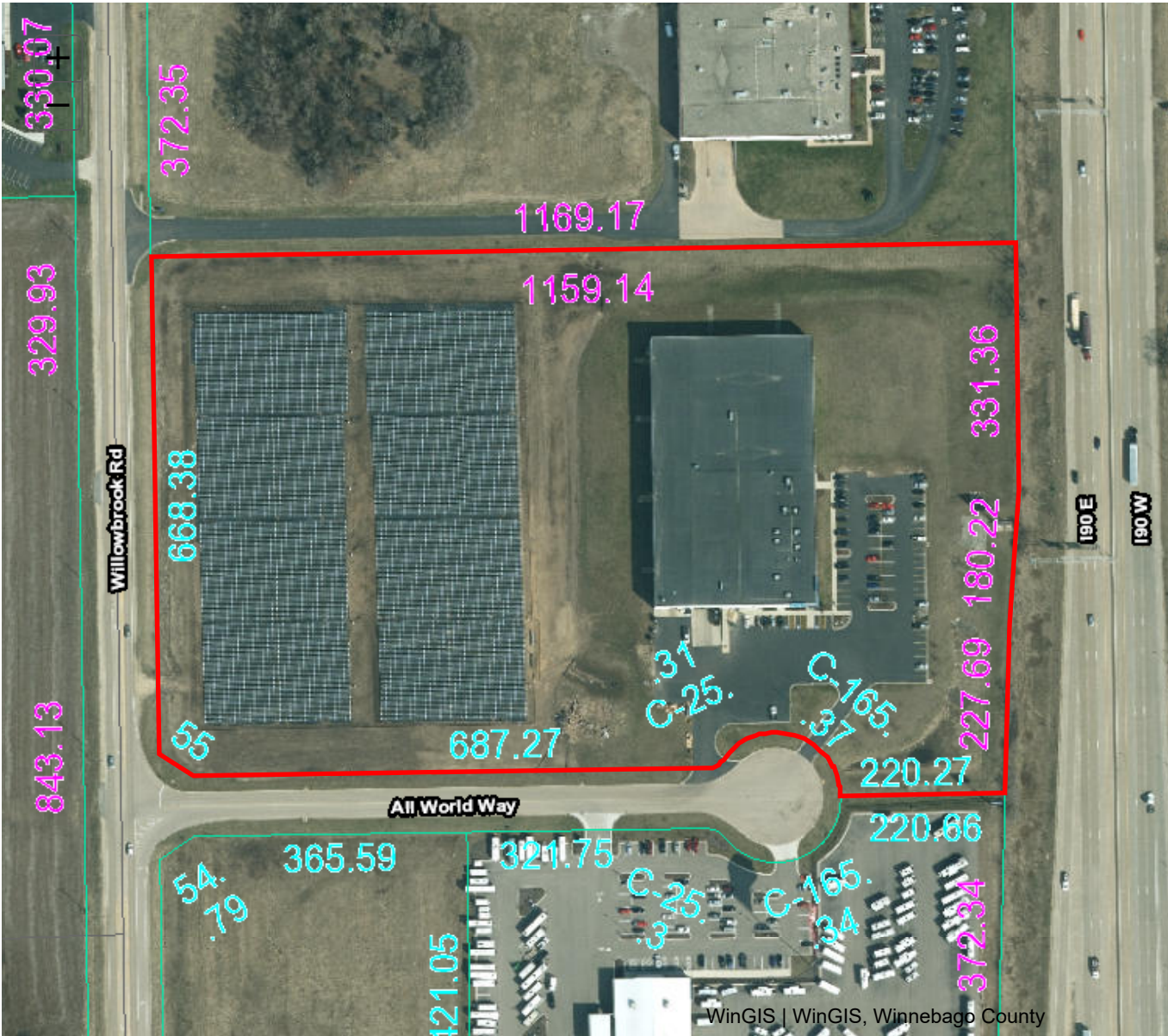
Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office

(One Certificate per Transaction)

This information was printed from www.ilsos.gov, the official website of the Illinois Secretary of State's Office.

Wed Dec 07 2022



6164 ALL WORLD WAY

Parcel Number

04-15-300-020

Alternate Parcel Number

Owner Name and Address

ALL WORLD MACHINERY SUPPLY INC,
6164 ALL WORLD WAY
ROSCOE, IL 61073

Property Size

Sq. Feet: 807526 - Acres: 18.54

Property Use

Ind Land + Improve (0081)

Legal Description

ALL WORLD MACHINERY PLAT (AMENDED) PT W1/2 W1/2 SEC 15-46-2 LT 1

Zoning Class: IH

Zoning Description: Heavy Industrial District

Tax Information

ALL WORLD MACHINERY SUPPLY INC,
6164 ALL WORLD WAY
ROSCOE, IL 61073

Trust Number:

Year	Fair Market Value	Total Tax Bill	Total Code
2021	\$4,342,130.00	\$142,231.16	192

There are currently no exemptions to display for this PIN

School District

Assessor Information

Township:

ROSCOE
Cindy Servant
5792 Elevator Rd
Roscoe, IL 61073
8152700591

Sales History

There is currently no Sales History information available for this PIN

Flood Zone

In/Out	Flood Zone Type
OUT	X



FILED - CO. CLERKth

NOV 17 2014

MARGIE M. MULLINS

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

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

**CORRECTED RESOLUTION ABATING PROPERTY TAXES ON REAL ESTATE FOR
PROJECT ORPHEUS**

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

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

this 14TH DAY NOVEMBER, 2014.



MARGIE M. MULLINS, Winnebago County Clerk

BY: *Laurel Bradley* Deputy County Clerk

NO. 15

Sponsored by Kay Mullins.

COUNTY BOARD
November 13, 2014

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

SUBMITTED BY: Economic Development Committee

2014 CR 104

CORRECTED RESOLUTION ABATING PROPERTY TAXES ON REAL ESTATE
FOR PROJECT ORPHEUS

WHEREAS, pursuant to 35 ILCS 200/18-165 the County of Winnebago may, after a determination of the assessed valuation of it's property, order the County Clerk to abate a portion of its taxes on the property of any commercial or industrial firm located within the County that has expanded its existing facility or located within the County; and

WHEREAS, such abatement shall not exceed a period of ten years; and

WHEREAS, the total aggregate amount of abated taxes for all taxing districts within the County may not exceed \$4,000,000; and

WHEREAS, Project Orpheus proposes to build in four phases over 3-5 years. Phase one will be 30,000 square feet and it will be built in 30,000 square feet increments after that. Eventually the total new construction will be 120,000 square feet on the property identified by property identification NUMBER 04-15-300-015; and

WHEREAS, Project Orpheus. has requested a real estate tax abatement for a period of five years; and

WHEREAS, Project Orpheus will create approximately 15 or more new full-time equivalent jobs by Year ending 2014; and

WHEREAS, it would be in the best interest of the citizens of the County of Winnebago, Illinois, and enhance the economic development within the County, to grant its request for a tax abatement.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago hereby order the Winnebago County Clerk to

abate that portion of the County's share of the real estate taxes to be levied against the structure(s) on the property identified by property identification number 04-15-300-015 and more specifically described as follows:

Legal Description:

Part of the West Half (1/2) of the West Half (1/2) of the Southwest Quarter (1/4) of Section 15, Township 46 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Northwest corner of said Quarter (1/4) Section; thence South 00°-02'-32" East, along the West line of said Quarter (1/4) Section, 412.54 feet; thence North 89°-59'-20" East, 51.20 feet to the East line of premises conveyed to the County of Winnebago by Trustee's Deed Recorded January 7, 2005 as Document No. 0501274 in the Recorder's Office of Winnebago County, Illinois and the point of beginning of the following described premises, to-wit; thence North 89°-59'-20" East, 1159.14 feet to the Westerly line of premises conveyed to the State of Illinois by Deed recorded in Book 1129 of Records on Page 308 in said Recorder's Office of Winnebago County, Illinois; thence South 00°-00'-56" East, along a West line of aforesaid premises, so conveyed, 331.36 feet to the Westerly line of premises conveyed to the State of Illinois Department of Transportation by Trustee's Deed recorded October 12, 2011 as Document No. 20111035015 and Re-recorded January 4, 2012 as Document No. 20121000305 in said Recorder's Office of Winnebago County, Illinois; thence South 04°-54'-53" West, along said Westerly line of aforesaid premises, so conveyed, 180.22 feet; thence South 02°-33'-32" West, along said Westerly line of aforesaid premises, so conveyed, 227.69 feet; thence South 89°-59'-20" West, 1133.40 feet to the East line of aforesaid premises so conveyed to the County of Winnebago; thence North 00°-00'-43" West, along the East line of aforesaid premises so conveyed to the County of Winnebago, 738.38 feet to the point of beginning. Situated in the County of Winnebago and State of Illinois. Containing 19.51 Acres.

Also:

All that part of County Highway No. 52 (Willowbrook Road) lying adjacent to the Westerly side of the previous described premises. Situated in the County of Winnebago and State of Illinois.

Such property taxes to be abated in the following percentages with an option to re-apply after five years:

Year one - 2014 taxes paid in 2015 -- 50%
Year two - 2015 taxes paid in 2016 -- 50%
Year three - 2016 taxes paid in 2017 -- 50%
Year four - 2017 taxes paid in 2018 -- 50%

Continued
next page


Year five – 2018 taxes paid in 2019 – 50%

BE IT FURTHER RESOLVED, that in the event Project Orpheus ceases doing business on the property identified by property identification number 04-15-300-015 in the County of Winnebago, the abatement period is over, the abatement of the County of Winnebago's real estate property taxes shall cease.

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 Winnebago County Clerk and the Winnebago County Planning and Economic Development Director.

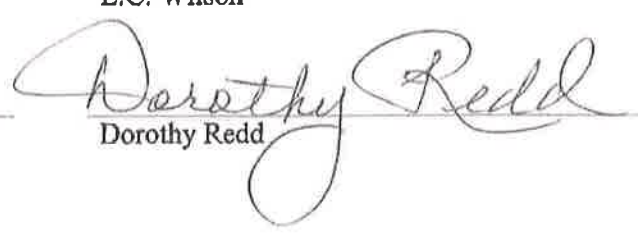
Respectfully submitted,
**ECONOMIC DEVELOPMENT
COMMITTEE**


Kay Mullins, Chairman


Dave Fiduccia


L.C. Wilson


Dianne Parvin

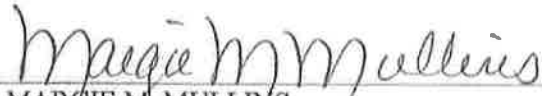

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 13th day of November 2014.



SCOTT CHRISTIANSEN, CHAIRMAN OF THE
COUNTY BOARD OF THE COUNTY OF
WINNEBAGO, ILLINOIS

ATTESTED BY:



MARGIE M. MULLINS
CLERK OF THE COUNTY BOARD OF
THE COUNTY OF WINNEBAGO, ILLINOIS

Tamara Hillis

From: Lou Bradford
Sent: Monday, November 17, 2014 11:07 AM
To: Angela Leszczynski; Tamara Hillis; Stacy Bernardi
Subject: Res. from 11-13-14 CB Meeting
Attachments: 2014 CR 104 Corrected Res. Abating Property Taxes on Real Estate for Project Orpheus.pdf

Lou Bradford

*Administrative Assistant
Winnebago County Clerk
404 Elm Street, Room 104
Rockford, IL 61101
Tel: 815-319-4263
Fax: 815-969-0259
e-mail: lbradford@wincoil.us*

OPERATIONS & ADMINISTRATIVE COMMITTEE



Resolution Executive Summary

Prepared By: Facilities Maintenance
Committee: Operations and Administrative Committee
Committee Date: December 15, 2022
Resolution Title: Resolution Awarding Annual Fire Alarm Inspection Services
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: December 22, 2022

Budget Information:

Was item budgeted?	Yes	Appropriation Amount:
If not, explain funding source:		
ORG/OBJ/Project Code:	Multiple by location	Budget Impact: None/Budgeted

Background Information:

Annually the County is required to hire a contractor to perform fire testing services for each of the numerous County-owned buildings.

In early November, the Purchasing Department issued an Initiation for Bid (IFB), solicitation number 22B-2256. The bid opportunity was sent to numerous contractors, posted on the Purchasing Department website, and advertised in the local newspaper, Rockford Register Star. A total of four vendors submitted their bids, see **Resolution Exhibit A - Bid Tab** for the final bid results. The award will be for two years with three, one-year renewal options.

Recommendation:

Shawn Franks recommends awarding bid 22B-2256 to the lowest responsible bidder, Nelbud Services, LLC.

Contract/Agreement:

The annual agreement will be in the form of a County issued Purchase Order.

Follow-Up:

Facilities staff will work with the successful contractor to perform the annual fire alarm testing services in each County owned building.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2022 CR

RESOLUTION AWARDING ANNUAL FIRE ALARM INSPECTION 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 \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section; and,

WHEREAS, competitive bids were received for solicitation # 22B-2256 on December 6, 2022 for the following;

ANNUAL FIRE ALARM INSPECTION SERVICES

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned services and recommends awarding a contract to the most responsive and responsible Bidder with the low rate, as follows:

NELBUD SERVICES, LLC.
3331 WEST ELM STREET
MCHENRY, ILLINOIS 60050

See Bid Tab for Pricing details (RESOLUTION EXHIBIT A)

WHEREAS, the Operations and Administrative Committee has determined that the funding for the aforementioned purchase shall be as follows:

VARIOUS ACCOUNTS

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Director of Purchasing issue an award notice for a two (2) year contract term with three (3) one-year optional renewal terms to NELBUD SERVICES, LLC., 3331 WEST ELM STREET, MCHENRY, ILLINOIS 60050.

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, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

MICHAEL THOMPSON

MICHAEL THOMPSON

JOHN BUTITTA

JOHN BUTITTA

JAIME SALGADO

JAIME SALGADO

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

ATTESTED BY:

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

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

RESOLUTION EXHIBIT A

BID TAB

ANNUAL FIRE ALARM INSPECTION SERVICES 22B-2256

BID OPENING 12/6/2022- 11:00 A.M.

VENDORS	NELBUD SERVICES, LLC.	PROCOM SYSTEMS, INC.	AFFILIATED CUSTOMER SERVICE, INC.	PER MAR SECURITY SERVICES
PRICE FOR ALL LOCATION INSPECTIONS	\$37,765.00	\$71,500.00	\$39,864.00	\$39,256.00
HOURLY RATE FOR REQUESTED EXTRA SERVICES	\$115.00	\$122.00	\$177.00	\$120.00

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

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

2022 CR

RESOLUTION APPROVING EMERGENCY AGREEMENT WITH TERRACON

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, in Section 2-332(f) of the Purchasing Ordinance, allowance is made for emergency purchases defined as Procurement obtained in circumstances which include threats to public health or safety, where immediate repairs to County property are required to protect or prevent against further loss or damage, or where immediate action is needed to prevent or minimize serious disruption to County services; and,

WHEREAS, an emergency situation occurred in the old County Courthouse at 403 Elm Street and the Courthouse at 400 West State Street when a fire started in the old Courthouse basement on the evening of November 5, which caused extensive damage and requires Emergency Fire Mitigation Services; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed Resolution Exhibit A - Terracon Agreement and Resolution Exhibit B - Emergency Purchase Justification Form received for the aforementioned project and agrees with the emergency awarding of an agreement; and,

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County has issued, on behalf of the County of Winnebago, a services agreement with TERRACON, 192 EXCHANGE BOULEVARD, GLENDALE HEIGHTS, ILLINOIS 60139.

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 Chief Financial Officer, County Administrator, Facilities Engineer, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

MICHAEL THOMPSON

MICHAEL THOMPSON

JOHN BUTITTA

JOHN BUTITTA

JAIME SALGADO

JAIME SALGADO

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

ATTESTED BY:

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

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



192 Exchange Boulevard
Glendale Heights, IL 60139

P (630) 717-4263

F (630) 357-9489

Terracon.com

December 2, 2022

Winnebago County State's Attorney
424 North Springfield Ave
Rockford, Illinois 61101

Attn: Mr. J. Hanley
E: jhanley@sao.wincoil.gov
P: (815) 319-4775

Re: Litigation Support Services, Indoor Environmental Quality Investigation & Initial Structural Integrity Assessment Winnebago County Courthouse Campus Fire Response
400 West State Street, Rockford, IL
Terracon Proposal No. P11227286

Dear Mr. Hanley:

This letter confirms the email engagement of Terracon Consultants, Inc. (Terracon) by the County of Winnebago, IL (Client) on November 25, 2022 as a subject matter expert related to the Winnebago County Courthouse Fire Response.

Mr. Eduardo Gasca, P.E. (Senior Project Manager) will lead this engagement with T.A. (Andy) Rowland III, CIH (Principal/Senior Industrial Hygiene Consultant) providing expert consulting services to you and your request and discretion. Ms. Brandy Howard, P.E., CIH, CSP (Senior Industrial Hygienist) will manage the completion of this project. Other local staff will support the project and perform most of the onsite work, unless other support is requested.

1.0 Project Information

Terracon understands that Winnebago County needs an IEQ assessment at the County Courthouse Campus located at 400 West State Street in Rockford, IL due to concerns caused by a fire in the basement, which occurred on approximately November 6, 2022. Currently, First Onsite Property Restoration, a remediation contractor, has been engaged and some level of remediation has occurred. The Client is seeking support in understanding when cleaning activities meet requirements such that the building can be reoccupied and would appreciate assistance with managing the job such that a phase re-occupancy of the building can occur. An initial assessment will also be performed to identify if the fire resulted in any significant structural integrity concerns and building systems functioning.

2.0 Scope of Services

Based on preliminary information, Terracon envisions undertaking the following tasks:

- Conduct a physical site walk to observe conditions and current status of the remediation efforts. An initial site walk was performed on November 24, 2022.
- Review available industrial hygiene reports and scope of work documents from the remediation contractor.
- Review client approved applicable and relevant comparative criteria, literature, regulations, and industry standards regarding fire restoration, and the potential for exposures, including data provided by the Illinois Environmental Protection Agency (IEPA), Illinois Department of Public Health (IDPH), the U.S. Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety and Health (NIOSH), and other industry specific materials.
- Review available pertinent drawings, reports and photographs taken prior to remediation work. Perform an initial visual review of the structural components (floor slab, columns, beams, etc.) of the 1st floor to identify if the fire has resulted in any significant structural integrity concerns, and provide recommendations for further investigation, if warranted prior to occupancy of the building.
- Review available pertinent drawings, reports and photographs taken prior to remediation work. Coordinate with building maintenance management/client directly and certified/licensed installers to have fire alarm, fire suppression, fire proofing, plumbing, electrical, data, elevators, ventilation and building enclosure systems that visually identified to have had fire damage to the system(s). Receive written verification that the system is working properly in the building and approved by the governing authorities for occupancy permit. Provide visual architectural review of the emergency exiting, if contained work is continued and the building is partially occupied to meet current health and life safety codes. After initial reopening of partial building can provide proposal for fire damage in the basement for repair scope of work.
- Provide written reports and guidance regarding the release of areas of the building for re-occupancy and other documents as needed during the project once site conditions meet client approved criteria and further investigation as needed.

Schedule

Services will continue based on a mutually agreeable schedule. Weekly progress meetings can be set where interim findings can be presented. A final report will be submitted within 15 business days after the completion of the project.

Key Understandings

- Client will notify Terracon, in advance, of any operational changes or unique circumstance that might affect the scheduled sampling.
- Client will provide a point-of-contact during time on-site that will address questions regarding operations and site safety.
- Client will provide Terracon with a schematic plan of the building layout.
- The analysis, findings, and recommendations presented in the technical report will be based on the information collected as described in this proposal. Upon request, Terracon may provide verbal or electronic (interim) information to Client prior to completing the technical report. Terracon does not recommend sole reliance on interim information. Due to time constraints, such information may be based upon limited or incomplete information and data evaluation. Consequently, the content of the technical report takes precedence over any previously conveyed information.
- Client should be aware that the scope of services is limited to the areas and tasks identified above. This scope of work as defined by the Client is not intended to be a comprehensive occupational safety and health assessment, rather an exercise in documenting cleaning efforts in select portions of the building meet Client approved criteria. Monitoring at different times and locations may indicate different results. The analysis, comments, and recommendations presented in the technical report will be based on information provided by Client, observations at the time of the survey, and monitoring results.
- Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information used in the compilation of reports.
- Sampling events to be completed by Terracon will be completed Monday through Friday, 8am – 4pm. If on-site sampling is required outside this schedule, please advise as those efforts are beyond the sampling included in the budget presented below.

3.0 Compensation

The scope of services described above will be invoiced on a time and materials basis based on the attached rate sheet. Terracon's will invoice on a four-week period basis. We estimate these services to be between \$55,000 and \$80,000 including the initial structural integrity review. Work beyond the initial scope (Change Orders) can be performed only with prior notice and written approval by the Client.

4.0 Authorization

If this Proposal is acceptable, please provide Terracon authorization to proceed by signing the attached Agreement for Services and returning a signed copy to Eduardo Gasca at egasca@terracon.com. The terms, conditions, and limitations stated in the Agreement for Services (and sections of this proposal



incorporated therein), shall constitute the exclusive terms and conditions and services to be conducted for this project. This Proposal is valid only if authorized within 90 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If we can provide any additional environmental, occupational health, safety-related, or other services, please call Eduardo Gasca at 773-412-7334.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'Eduardo Gasca'.

Eduardo Gasca, P.E.
Senior Project Manager

A handwritten signature in black ink, appearing to read 'T.A. Rowland III'.

T.A. (Andy) Rowland III, CIH
Principal, National Manager
Industrial Hygiene & Training Services

Attachment: Agreement for Services
2022 Fee Schedule

AGREEMENT FOR SERVICES

This **AGREEMENT** is between County of Winnebago, Illinois ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Winnebago County Courthouse Campus project ("Project"), as described in Consultant's Proposal dated 11/23/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee, with notice and acceptance by Client.
- 4. Compensation and Terms of Payment.** Client shall make all payments pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may, and pursue its remedies at law. This Agreement shall be governed by and construed according to Illinois law.

- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **12/3/2022**
Name/Title: **Theodore A. Rowland / National Manager**
Address: **192 Exchange Blvd
Glendale Heights, IL 60139-2089**
Phone: **(630) 717-4263** Fax: **(630) 357-9489**
Email: **Andy.Rowland@terracon.com**

Client: **County of Winnebago, Illinois**
By:  Date: **12/5/2022**
Name/Title: **Joe Chiarelli / County Chairman**
Address: **404 Elm Street
Rockford, IL 61101**
Phone: **(815) 319-4234** Fax: _____
Email: _____



2022 – ENVIRONMENTAL / FACILITIES SERVICES FEE SCHEDULE

I. PROFESSIONAL SERVICES

	Hourly Rate
Principal / Senior Industrial Hygiene Consultant Testimony Rate.....	\$435.00
Principal / Senior Industrial Hygiene Consultant Lit Support.....	\$285.00
Senior Facilities Principal Consultant/Manager.....	\$275.00
Senior Project Manager.....	\$245.00
Senior Architect.....	\$215.00
Senior Industrial Hygienist.....	\$195.00
Facilities Professional.....	\$180.00
Senior Geologist.....	\$175.00
Senior Scientist.....	\$170.00
Project Manager.....	\$165.00
Project Engineer.....	\$160.00
Project Assistant.....	\$125.00
Senior Staff Engineer.....	\$125.00
Staff Industrial Hygienist.....	\$150.00
Staff Engineer.....	\$110.00 - \$115.00
Field Engineer.....	\$100.00
Field Scientist.....	\$95.00
Technician III.....	\$95.00
GIS Technician.....	\$95.00
Drafts Person/Cad Operator.....	\$95.00
Technician II.....	\$85.00
Technician I.....	\$80.00
Clerical/Administrative Staff.....	\$80.00

Services of Senior Principal Level/Professional Staff when high-level technical and/or legal issues
 \$285.00

II. EXPENSES AND SUPPLIES

Vehicle Charge; Automobile or light Pick-up.....\$0.72/mile or \$150.00/week minimum
 Vehicle Charge; 4-Wheel Drive or heavy-duty Vehicle.....\$0.95/mile or \$220.00/week minimum
 Meal Per Diem.....\$ 59.00/day
 Lodging Per Diem.....\$ 100.00/day
 Miscellaneous charges, including analytical laboratory tests, shipping charges,Cost + 15%
 rental equipment, outside labor, public transportation, materials, or other contracted services

III. SAFETY EQUIPMENT

Personal Protective Equipment I.....\$ 65.00/day
 (Includes standard tyvek, hard hat, safety glasses, boots, and gloves)
 Personal Protective Equipment II.....\$ 75.00/day
 (Includes polycoated tyvek, hard hat, safety glasses, boots, and gloves)
 Supplies, additional Disposable Garments, Air Bottle Filling, Air Purifying Cartridges, etc. Cost + 15%
 Specialized Monitoring & Respiratory Equipment.....Cost + 15%



EMERGENCY PURCHASE JUSTIFICATION FORM

(PLEASE COMPLETE AND ATTACH TO MUNIS REQUISITION IF NEEDED)

ORG/OBJ/PROJECT	49400-43520-04901	REQUESTING DEPARTMENT: FACILITIES			
MANUFACTURER	TERRACON	PRODUCT		SERVICE	X

DESCRIBE ITEM OR SERVICE BEING PURCHASED.

EMERGENCY FIRE MITIGATION SERVICES FOR THE OLD WINNEBAGO COUNTY COURTHOUSE AT 403 ELM STREET AND THE COURTHOUSE AT 400 W. STATE ST., ROCKFORD

The purchase is for a new vendor to evaluate and perform any needed environmental testing services the County has determined are needed, in addition to First Onsite's mitigation services.

WHY DO YOU CONSIDER IT AN EMERGENCY PURCHASE?

There is fire, smoke and water damage from fire in the basement storage area of the Old Courthouse. There is smoke damage in the main courthouse on certain floors. The mitigation of the affected areas needs to take place to open the courthouse in order to function. Mitigation now requires additional testing and evaluation services of a this new contractor.

REQUESTED SOURCE	TERRACON	MUNIS VENDOR NUMBER	
EMAIL	ANDY.ROWLAND@TERRACON.COM	CONTACT	ANDY ROWLAND
PHONE	630-717-4263	WEBSITE	TERRACON.COM

IF THIS EMERGENCY PURCHASE EXCEEDS \$25,000 (PRODUCTS) OR \$50,000 (SERVICES) THEN FOLLOW UP WITH A RESOLUTION AT THE NEXT APPROPRIATE COMMITTEE AND BOARD MEETING.

WHICH COMMITTEE WILL BE USED FOR FOLLOW UP, IF REQUIRED? LIST DETAILS BELOW.

OPERATIONS AND ADMINISTRATIVE COMMITTEE

Purchasing Department and requesting department will follow-up with Emergency Resolution at the next appropriate Committee and Board meeting.


REQUESTING DEPARTMENT

12/6/2022
DATE


PURCHASING DEPARTMENT - REVIEWED DATE


CA OR CFO REVIEWED

12/6/22
DATE



Ordinance Executive Summary

Prepared By: Animal Services Department
Committee: Operations & Administrative Committee
Committee Date: December 15, 2022
Resolution Title: Ordinance Amending Chapter 14 of the Winnebago County Code of Ordinances Regarding Registration Fees for Dogs and Cats

County Code: Sec. 14-116 – Fee Schedule

Board Meeting Date: December 22, 2022

Budget Information:

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

Background Information:

The Winnebago County Ordinance (as well as State law) requires that all cats and dogs kept within the County must be inoculated against rabies and registered. State law requires that there be different registration fees for dogs and cats who are fertile and those who have been spayed or neutered. Registration fees have not been adjusted since 2008. Since that time, annual registration fees have been:

Dog fertile:	\$40
Dog altered:	\$25
Cat fertile:	\$30
Cat altered:	\$20

Recommendation: To amend ordinance to increase fees by \$5 for altered dogs and cats and \$10 for fertile dogs and cats. Amended fees as follows:

Dog fertile:	\$50
Dog altered:	\$30
Cat fertile:	\$40
Cat altered:	\$25

Legal Review: SAO prepared draft amendment to Sec. 14-116 – Fee Schedule.

Follow-Up: Winnebago County Animal Services will communicate the revised dog and cat registration fees when the 2023 registration tags are distributed.



County Board Meeting
December 22, 2022

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

2022 CO _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**ORDINANCE AMENDING CHAPTER 14 OF THE
WINNEBAGO COUNTY CODE OF ORDINANCES REGARDING REGISTRATION
FEES FOR DOGS AND CATS**

WHEREAS, Chapter 14 of the Winnebago County Code of Ordinances is entitled “Animal Control Ordinance of Winnebago County”; and

WHEREAS, Section 14-116 of the Animal Control Ordinance of Winnebago County sets forth fees and charges for services rendered and registration of dogs and cats; and

WHEREAS, the Illinois Animal Control Act, 510 ILCS 5/1 *et seq.*, enables the County of Winnebago, Illinois to charge residents fees for registration of dogs and cats, provided that the registration fee of altered animals is at least ten dollars (\$10.00) less than the registration fee of unaltered animals; and

WHEREAS, the Illinois Animal Control Act promotes the general public health and welfare in that it provides a structure to minimize the possibility of rabies transmission, including a requirement that county animal registration be accompanied by proof that said animal is inoculated against rabies; and

WHEREAS, the County of Winnebago charges county residents registration fees to help provide funding for the implementation of a well-functioning Animal Services division; and

WHEREAS, the County of Winnebago recognizes that costs of maintaining a responsible and well-functioning Animal Services division have increased since the last registration fee increase in 2008; and

WHEREAS, Animal Services is recommending that the following registration fee changes be enacted.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 14, Article IV, Section 14-116 of the Winnebago County Code of Ordinances is hereby amended to read as follows:

Sec. 14-116. - Fee schedule.

The following fees and charges shall be paid prior to the rendition of services or release of the animal:

Service Fee

(1) Dog registration:

- a. If the owner provides evidence that the dog has been spayed or neutered ¹, or the dog is under one year of age, annually\$ 30.00
- b. If the dog is fertile, annually50.00
- c. If the owner is in possession of a valid hobby breeder and exhibitor permit, annually25.00
- d. Hobby breeder and exhibitor permit, annually30.00

(2) Cat registration:

- a. If the owner provides evidence that the cat has been spayed or neutered ¹, or the cat is under one year of age, annually25.00
- b. If the cat is fertile, annually40.00
- c. If the owner is in possession of a valid hobby breeder and exhibitor permit, annually20.00
- d. Hobby breeder and exhibitor permit, annually30.00

(3) Vaccination for reclaimed animals12.00

(4) Room and board:

- a. Per day, per dog ²12.00
- b. Per day, per cat ²8.00
- c. Per day, per animal quarantined for biting ²20.00
- d. Per day, per cat quarantined for biting ²15.00

(5) Biting animals:

- a. Veterinary examination for biter animals25.00
- b. Owner release of biter animalsNo charge

(6) Handling charge for impounded animals:

- a. Animals wearing current registration tags, or having a department-approved identification implant, at the time of impoundment:
For first offense15.00
For second offense50.00
For any subsequent offense75.00
- b. Animals not wearing current registration tags, nor having a department-approved identification implant, at the time of impoundment35.00

(7) Adoption:

- a. Dogs: All dogs150.00
- b. Cats:
Cats up to 1 year old85.00
Cats 1 year and older40.00
All dogs and cats shall be spayed or neutered, registered, vaccinated, and receive preventative health care before adoption.
- c. Exotic:
Preventative health care20.00

- d. Small mammal:
Preventative health care7.00
- (8) *Euthanasia per dog or cat at owner's request for low income only*³:
 - a. Cat, brought in to facility37.00
 - b. Cat, pick up55.00
 - c. Dog, brought in to facility50.00
 - d. Dog, pick up60.00
- (9) *Owner release of unwanted animals*:
 - a. Where the owner is a resident of the county:
 - 1. Per adult dog25.00
 - 2. Per adult cat20.00
 - b. Where the owner is a resident of the county, per puppy or kitten under three months of age5.00
 - c. For animals other than dogs or cats brought to the facility7.00
 - d. For dog, cat or other animal picked up at owner's home in the county, per dog, cat or other animal35.00
 - e. For each additional puppy or kitten under three months of age picked up at owner's home in the county5.00
- (10) *Disposal of dead animals*:
 - a. Dogs brought to the facility25.00
 - b. Dogs picked up by officer45.00
 - c. Cats brought to the facility15.00
 - d. Cats picked up by officer35.00
- (11) *Duplicate license fee*5.00
- (12) *Microchip per dog or cat*35.00
- (13) *2nd offense owned running at large fees*:
 - a. Spay of dog175.00
 - b. Neuter of dog145.00
 - c. Additional fine25.00
- (14) *Low income only*³*spay/neuter voucher*20.00

¹ Acceptable evidence of alteration consists of certification by the veterinarian performing the alteration procedure or a notarized statement made by the seller of the animal indicating that it had been spayed or neutered while in his/her possession.

² For any part of a day that the animal is in the custody of the shelter.

³ Low income county residents who are eligible for the Food Stamp Program or Social Security Disability Benefits Program.

The chairman of the county board is authorized to enact a temporary registration fee reduction at his or her discretion, in order to promote compliance with sections [14-66](#) and [14-67](#) of this code, provided a) that any such reduction complies with Section 3 of the Illinois Animal Control Act (510 ILCS 5/3) as now enacted, or hereafter amended, including maintaining a minimum differential often \$10.00 between altered and unaltered animals, with \$10.00 of that differential to be deposited county animal population control fund or in the state's pet population control fund and b) that any such reduction is enacted to assist low-income pet owners to become in compliance with sections [14-66](#) and [14-67](#) of this Code.

The animal services administrator is authorized to modify adoption fees set forth in subsection (7) above, and room and board fees set forth in subsection (4) above, and handling charge fees set forth in subsection (6) above, to promote the reduction in the number of animals being held at the county shelter. The animal services administrator shall provide a report to the county administrator each month which sets forth the fees that have been modified, or waived in each subsection above, including the total values of modifications and waivers in each subsection.

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 a certified copy of this Ordinance to the County Administrator and Administrator of the Winnebago County Animal Services Department.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

JOE HOFFMAN

JOE HOFFMAN

PAUL ARENA

PAUL ARENA

VALERIE HANSERD

VALERIE HANSERD

MICHAEL THOMPSON

MICHAEL THOMPSON

JOHN BUTITTA

JOHN BUTITTA

JAIME SALGADO

JAIME SALGADO

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

ATTESTED BY:

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

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

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

2022 CO ____

SPONSORED BY: JOHN GUEVARA

**ORDINANCE AMENDING CHAPTER 2, ARTICLE II, DIVISION 4 OF THE
WINNEBAGO COUNTY CODE RELATING TO THE RULES OF
PROCEDURE OF THE COUNTY BOARD OF THE
COUNTY OF WINNEBAGO, ILLINOIS**

WHEREAS, the County Board of the County of Winnebago, Illinois, desires to amend their Rules of Procedure, as currently contained in Division 4 of Chapter 2, Article II, of the Winnebago County Code of Ordinances; and

WHEREAS, pursuant to section 7(c) of the Illinois Open Meetings Act, (5 ILCS 120/7(c)) (the “Act”), “A majority of the public body may allow a member to attend a meeting by other means only in accordance with and to the extent allowed by rules adopted by the public body”; and

WHEREAS, the Winnebago County Board has determined that it is appropriate to adopt procedures to allow members of the public body to attend meetings of the public body by other means (video or audio conference), and satisfy the requirements of the Act and as further provided herein; and

WHEREAS, the Winnebago County Board also desires to adopt a rule regarding the establishment of seating positions of board members for County Board meetings.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article II, Division 4, Sections 2-91 and 2-92 of the Winnebago County Code of Ordinances is hereby amended to read as follows:

Section 2-91. Attendance by Other Means (Video or Audio Conference)

(a) In accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et. seq.), a County Board member may attend regular or special meetings for all public bodies of the County Board by other means (video or audio conference) if the member is prevented from physically attending because of:

- (1) personal illness or disability;
- (2) employment purposes or the business of the public body; or
- (3) a family or other emergency.

(b) A member wishing to attend a regular or special meeting by other means must notify the Clerk of the County Board and County Board Office at least seven (7) days before the meeting, unless advance notice is impractical.

(c) After a roll call vote establishing that a quorum is physically present, any member physically present may make a motion to permit another member to participate by other means. Such motion shall include the reason for the absence.

(d) All members physically present are permitted to vote on whether such participation will be allowed and the motion must be approved by a vote of a majority of those members physically present.

(e) A member attending by other means shall be considered present at the meeting and entitled to discuss and vote on any matter before the public body, as if the member were physically present at the meeting. The meeting minutes shall reflect if a member is attending by other means.

(f) A member shall maintain proper decorum as if the member were physically present at the meeting and comply with all county board rules and procedures previously adopted and adhered to.

(g) The member attending by other means and all members physically present must be able to communicate effectively, and members of the public must be able to hear all discussion, testimony and votes.

(h) The Chairman may terminate attendance by other means in the event conditions of (f) and (g) are not met.

(i) No more than two (2) members may attend a meeting by other means without being physically present at the meeting location. Attendance by other means shall be limited to four (4) times in a calendar year.

(j) Attendance by other means by any member is prohibited for closed sessions.

Section 2-92. Seating Positions for County Board meetings

The caucus leader of the majority party shall establish the seating positions of board members for County Board meetings.

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board shall provide a certified copy of this Ordinance upon its adoption to the County Board Chairman and the Chairmen of the Republican and Democratic caucuses and shall direct that the Department of Information Technology take appropriate action to revise the Code of Ordinances on the County Website so as to be consistent with the terms of this Ordinance.

Respectfully submitted,

OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

John Butitta

John Butitta

Michael Thompson

Michael Thompson

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Valerie Hanserd

Valerie Hanserd

Jaime Salgado

Jaime Salgado

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

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

Attested by:

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

Section 2-91. Attendance by Other Means (Video or Audio Conference)

(a) In accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et. seq.), a County Board member may attend regular or special meetings for all public bodies of the County Board by other means (video or audio conference) if the member is prevented from physically attending because of:

- (1) personal illness or disability;
- (2) employment purposes or the business of the public body; or
- (3) a family or other emergency.

(b) A member wishing to attend a regular or special meeting by other means must notify the Clerk of the County Board and County Board Office at least seven (7) days before the meeting, unless advance notice is impractical.

(c) After a roll call vote establishing that a quorum is physically present, any member physically present may make a motion to permit another member to participate by other means. Such motion shall include the reason for the absence.

(d) All members physically present are permitted to vote on whether such participation will be allowed and the motion must be approved by a vote of a majority of those members physically present.

(e) A member attending by other means shall be considered present at the meeting and entitled to discuss and vote on any matter before the public body, as if the member were physically present at the meeting. The meeting minutes shall reflect if a member is attending by other means.

(f) A member shall maintain proper decorum as if the member were physically present at the meeting and comply with all county board rules and procedures previously adopted and adhered to.

(g) The member attending by other means and all members physically present must be able to communicate effectively, and members of the public must be able to hear all discussion, testimony and votes.

(h) The Chairman may terminate attendance by other means in the event conditions of (f) and (g) are not met.

(i) No more than two (2) members may attend a meeting by other means without being physically present at the meeting location. Attendance by other means shall be limited to four (4) times in a calendar year.

(j) Attendance by other means by any member is prohibited for closed sessions.

Section 2-92. Seating Positions for County Board meetings

The caucus leader of the majority party shall establish the seating positions of board members for County Board meetings.

Open Meetings Act- 5 ILCS 120/7

(5 ILCS 120/7)

Sec. 7. Attendance by a means other than physical presence.

(a) If a quorum of the members of the public body is physically present as required by Section 2.01, a majority of the public body may allow a member of that body to attend the meeting by other means if the member is prevented from physically attending because of: (i) personal illness or disability; (ii) employment purposes or the business of the public body; or (iii) a family or other emergency. "Other means" is by video or audio conference.

(b) If a member wishes to attend a meeting by other means, the member must notify the recording secretary or clerk of the public body before the meeting unless advance notice is impractical.

(c) A majority of the public body may allow a member to attend a meeting by other means only in accordance with and to the extent allowed by rules adopted by the public body. The rules must conform to the requirements and restrictions of this Section, may further limit the extent to which attendance by other means is allowed, and may provide for the giving of additional notice to the public or further facilitate public access to meetings.

(d) The limitations of this Section shall not apply to (i) closed meetings of (A) public bodies with statewide jurisdiction, (B) Illinois library systems with jurisdiction over a specific geographic area of more than 4,500 square miles, (C) municipal transit districts with jurisdiction over a specific geographic area of more than 4,500 square miles, or (D) local workforce innovation areas with jurisdiction over a specific geographic area of more than 4,500 square miles or (ii) open or closed meetings of State advisory boards or bodies that do not have authority to make binding recommendations or determinations or to take any other substantive action. State advisory boards or bodies, public bodies with statewide jurisdiction, Illinois library systems with jurisdiction over a specific geographic area of more than 4,500 square miles, municipal transit districts with jurisdiction over a specific geographic area of more than 4,500 square miles, and local workforce investment areas with jurisdiction over a specific geographic area of more than 4,500 square miles, however, may permit members to attend meetings by other means only in accordance with and to the extent allowed by specific procedural rules adopted by the body. For the purposes of this Section, "local workforce innovation area" means any local workforce innovation area or areas designated by the Governor pursuant to the federal Workforce Innovation and Opportunity Act or its reauthorizing legislation.

(e) Subject to the requirements of Section 2.06 but notwithstanding any other provision of law, an open or closed meeting subject to this Act may be conducted by audio or video conference, without the physical presence of a quorum of the members, so long as the following conditions are met:

(1) the Governor or the Director of the Illinois Department of Public Health has issued a disaster declaration related to public health concerns because of a disaster as defined in Section 4 of the Illinois Emergency Management Agency Act, and all or part of the jurisdiction of the public body is covered by the disaster area;

(2) the head of the public body as defined in

subsection (e) of Section 2 of the Freedom of Information Act determines that an in-person meeting or a meeting conducted under this Act is not practical or prudent because of a disaster;

(3) all members of the body participating in the meeting, wherever their physical location, shall be verified and can hear one another and can hear all discussion and testimony;

(4) for open meetings, members of the public present at the regular meeting location of the body can hear all discussion and testimony and all votes of the members of the body, unless attendance at the regular meeting location is not feasible due to the disaster, including the issued disaster declaration, in which case the public body must make alternative arrangements and provide notice pursuant to this Section of such alternative arrangements in a manner to allow any interested member of the public access to contemporaneously hear all discussion, testimony, and roll call votes, such as by offering a telephone number or a web-based link;

(5) at least one member of the body, chief legal counsel, or chief administrative officer is physically present at the regular meeting location, unless unfeasible due to the disaster, including the issued disaster declaration; and

(6) all votes are conducted by roll call, so each member's vote on each issue can be identified and recorded.

(7) Except in the event of a bona fide emergency, 48 hours' notice shall be given of a meeting to be held pursuant to this Section. Notice shall be given to all members of the public body, shall be posted on the website of the public body, and shall also be provided to any news media who has requested notice of meetings pursuant to subsection (a) of Section 2.02 of this Act. If the public body declares a bona fide emergency:

(A) Notice shall be given pursuant to subsection

(a) of Section 2.02 of this Act, and the presiding officer shall state the nature of the emergency at the beginning of the meeting.

(B) The public body must comply with the verbatim recording requirements set forth in Section 2.06 of this Act.

(8) Each member of the body participating in a meeting by audio or video conference for a meeting held pursuant to this Section is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.

(9) In addition to the requirements for open meetings under Section 2.06, public bodies holding open meetings under this subsection (e) must also keep a verbatim record of all their meetings in the form of an audio or video recording. Verbatim records made under this paragraph (9) shall be made available to the public under, and are otherwise subject to, the provisions of Section 2.06.

(10) The public body shall bear all costs associated with compliance with this subsection (e).

(Source: P.A. 100-477, eff. 9-8-17; 101-640, eff. 6-12-20.)

<https://ilga.gov/legislation/ilcs/ilcs3.asp?ActID=84&ChapterID=2>

PUBLIC WORKS COMMITTEE



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, December 13, 2022

Resolution Title:

(22-039) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-Built Quantities for Charles Street Resurfacing from Alpine Road to Mulford Road (Section: 21-00687-00-RS)

County Code: PWC Resolution #22-039

Board Meeting Date: Thursday, December 22, 2022

Budget Information:

Was item budgeted?	yes	Appropriation Amount:	\$468,637.86
If not, explain funding source:			
ORG/OBJ/Project Code:	469-46330	Budget Impact:	Deduction \$27,232.83

Background Information:

After reconciling final measured/as-built quantities with contract amounts, a deduction of \$27,232.83 must be made to the original contract. Rebuild Illinois funds (RBI) were used for this project.

Recommendation:

Approval is recommended.

Contract/Agreement:

After County Board approval

Legal Review:

By the State Attorney's office.

Follow-Up:

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

22-CR-XXX

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

**RESOLUTION AUTHORIZING THE APPROVAL OF A CHANGE IN PLANS TO
RECONCILE BID QUANTITIES WITH AS-BUILT QUANTITIES FOR
CHARLES STREET RESURFACING FROM
ALPINE ROAD TO MULFORD ROAD
(SECTION 21-00687-00-RS)**

WHEREAS on July 29, 2022 by County Resolution, the County Board of the County of Winnebago awarded a contract in the amount of \$468,637.86 to Rock Road Companies, Inc. for the resurfacing of Charles Street from Alpine Road to Mulford Road under Section 21-00687-00-RS; and

WHEREAS in order to close a project out and make final payment a change order reconciling “as-bid” quantities with “as-built” quantities needs to be approved; and

WHEREAS the total net change of the reconciliation change order is a deduction of \$27,232.83 to the original contract amount of \$468,637.86, for a final adjusted contract amount of \$441,405.03; and

WHEREAS it is in the public interest to approve the attached Request for Approval of Change in Plans, Request No. 1 and final for the project known as Section 21-00687-00-RS.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the County Engineer is hereby authorized to sign the Request for Approval of Change in Plans, Request No. 1 and final on behalf of the County of Winnebago in substantially the form attached; and

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

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

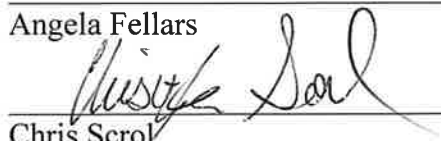
Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

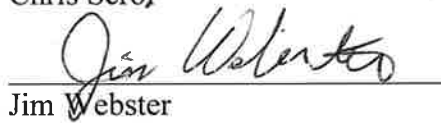


Dave Tassoni, Chairman

Angela Fellars



Chris Scrol




Jim Webster

John Penney



John Guevara



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Chris Scrol

Jim Webster

John Penney

John Guevara

Kevin McCarthy

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

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



Request for Approval of Change of Plans



Local Public Agency	County	Route	Section Number
Winnebago County Highway Department	Winnebago	Charles St. (CH 34)	21-00687-00-RS
Request Number	Contractor		
#1 <input checked="" type="checkbox"/> Final	Rock Road Companies, Inc.		
Address	City	State	Zip Code
301 W B-R Townline Road	Janesville	WI	53547
Date			
10/31/22			

I recommend that this Deduction be made from the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- LONG JOINT SEAL	FT	638	\$2.670	D	\$0.00	\$1,703.46
- HMA BC HM N50	TN	15	\$225.000	D	\$0.00	\$3,375.00
- HMA SC IL-9.5 D N50	TN	96.98	\$79.040	D	\$0.00	\$7,665.30
- BIT MATLS TACK CT	PD	2412.95	\$0.370	D	\$0.00	\$892.79
- HMA SURF REM 1 1/2"	SY	1354.57	\$2.010	D	\$0.00	\$2,722.69
- DRIVE PAVEMENT REM	SY	56	\$50.000	D	\$0.00	\$2,800.00
- COMB C&G REM	FT	14	\$15.000	A	\$210.00	\$0.00
- PAVT PATCH T4 12"	SY	2.06	\$149.990	A	\$308.98	\$0.00
- WV ADJUST	EA	1	\$250.000	D	\$0.00	\$250.00
- MH ADJUST	EA	1	\$1,249.000	A	\$1,249.00	\$0.00
- INL RECON	EA	1	\$1,897.700	D	\$0.00	\$1,897.70
- COMB C&G T B6.24	FT	14	\$47.420	A	\$663.88	\$0.00
- SHRT TERM PVT MK	FT	2500	\$0.840	D	\$0.00	\$2,100.00
- SHRT TERM PVT MK REM	SF	830	\$2.000	D	\$0.00	\$1,660.00
- PAINT PVT MK LINE 4" Y	FT	210	\$0.350	D	\$0.00	\$73.50
- PAINT PVT MK LINE 8" W	FT	28	\$0.700	A	\$19.60	\$0.00
- PAINT PVT MK LINE 12" W	FT	133	\$1.050	D	\$0.00	\$139.65
- PAINT PVT MK LINE 24" W	FT	2	\$2.100	D	\$0.00	\$4.20
- MH RECONST	EA	2	\$2,200.000	D	\$0.00	\$4,400.00
-					\$0.00	\$0.00
Total Changes					\$2,451.46	\$29,684.29

Add Row

Total Net Change	(\$27,232.83)
Amount of Original Contract	\$468,637.86
Amount of Previous Change Orders	
Amount of adjusted/final contract	\$441,405.03

Total net deduction to date (\$27,232.83) which is -5.81% of the contract price.

State fully the nature and reason for the change

All quantities are final, as placed, field measured quantities.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☒ The Local Public Agency has determined that the change is germane to the original contract is signed.
- ☐ The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By	Title of Preparer
A. Limberg	Project Manager

Submitted/Approved

Local Public Agency	Date
BY:	
Title:	

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways	Date

Approved:
Illinois Department of Transportation

Regional Engineer	Date



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, December 13, 2022

Resolution Title:

(22-040) Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of Winnebago, The City of South Beloit, The Village of Winnebago and Rockford Township for the Coordination of a SPR Grant

Total Cost: \$668,900.00 (100% reimbursable) C.B. District: County Wide

County Code: PWC Resolution #22-040

County Board Meeting Date: Thursday, December 22, 2022

Budget Information:

Was item budgeted? yes	Appropriation Amount: \$300,000 (FY 2023)
If not, explain funding source:	
ORG/OBJ/Project Code: 461-46330	Budget Impact: 0

Background Information:

The Highway Dept. applied and received a Statewide Planning and Research (SPR) grant for data collection and public asset management. Other agencies were invited to apply with us but only the three mentioned above agreed to participate. The total amount of the grant is \$668,900 (\$535,120 federal; \$133,780 state), of which \$217,600 are allocated to the 3 agencies captioned above. The Highway Department will request bids & proposals in the next few weeks. The cost will be fully reimbursed by the grant as invoices come in.

Recommendation:

Approval recommended for the disbursement and coordination of the SPR grant.

Contract/Agreement:

After County Board approval. The respective boards for City of South Beloit, Village of Winnebago and Rockford Township have signed the IGA agreement.

Legal Review:

By the State Attorney's office.

Follow-Up:

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

22-CR-

SUBMITTED BY: PUBLIC WORKS COMMITTEE

**RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF
WINNEBAGO, THE CITY OF SOUTH BELOIT, THE VILLAGE OF
WINNEBAGO, AND ROCKFORD TOWNSHIP FOR THE
COORDINATION OF A SPR GRANT**

WHEREAS, the County of Winnebago (“COUNTY”), the City of South Beloit (“CITY”), the Village of Winnebago (“VILLAGE”), and Rockford Township (“TOWNSHIP”) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS § 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

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

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

WHEREAS, the Illinois Department of Transportation (“IDOT”) issued a solicitation for Statewide Planning and Research Funds (SPR) applications on February 25, 2022; and

WHEREAS, the Winnebago County Highway Department prepared and submitted an application for SPR funding and submitted the application on March 30, 2022 for an estimated total project cost of \$668,900, of which \$574,060 was estimated to be funded by SPR funds; and

WHEREAS, the Winnebago County Highway Department solicited the interest of several local agencies in Winnebago County prior to submitting the application in an effort to benefit participating communities and thereby secure better pricing for all; and

WHEREAS, the City of South Beloit, the Village of Winnebago, and Rockford Township are participating with Winnebago County in the SPR funded project for the location of various public assets associated with roadways and public utilities; and

WHEREAS, in order to disburse and administer grant funds an intergovernmental agreement is required.

WHEREAS, IDOT announced on September 15, 2022 that the WCHD application has been awarded federal funding of \$535,120 and state matching funds of \$133,780 for a total of \$668,900, of which \$71,800 is allocated to the City of South Beloit and \$22,900 is allocated to the Village of Winnebago and \$122,900 is allocated to Rockford Township; and

WHEREAS, a large portion of the City of South Beloit and Rockford Township is coded on the "Illinois EPA EJ Start" web map as low income and / or minority population. This classification qualifies the project for 100% SPR funding and no local match will be required; and

WHEREAS, it is in the public interest to enter into the attached Intergovernmental Agreement with the City of South Beloit and the Village of Winnebago and Rockford Township to accomplish the purposes and objectives set forth therein.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago an Intergovernmental Agreement with the City of South Beloit and the Village of Winnebago and Rockford Township to provide for the disbursement and administration of SPR funds as in substantially the same form and contents as the attached Intergovernmental Agreement marked as Exhibit A; and

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

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

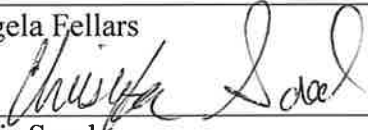
BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the Winnebago County Treasurer, Auditor, Engineer, City of South Beloit Clerk, Village of Winnebago Clerk, and the Rockford Township Clerk.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



Dave Tassoni, Chairman

Angela Fellars


Chris Scrol



Jim Webster

John Penney



John Guevara



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Chris Scrol

Jim Webster

John Penney

John Guevara

Kevin McCarthy

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

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF
WINNEBAGO, THE CITY OF SOUTH BELOIT, THE VILLAGE OF
WINNEBAGO, AND ROCKFORD TOWNSHIP FOR
THE COORDINATION OF A SPR GRANT**

The County of Winnebago, Illinois, hereinafter referred to as “COUNTY”, and the City of South Beloit, hereinafter referred to as “CITY,” and the Village of Winnebago, hereinafter referred to as “VILLAGE,” and Rockford Township, hereinafter referred to as “TOWNSHIP,” and the collective grouping of the COUNTY, CITY, VILLAGE, and TOWNSHIP shall hereinafter be referred to as “PARTIES,” for the consideration hereinafter set forth hereby agree as follows:

I. RECITALS

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

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

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

WHEREAS, IDOT put out a solicitation for Statewide Planning and Research Funds (SPR) applications on February 25, 2022; and

WHEREAS, the Winnebago County Highway Department prepared an application to submit for SPR funding and submitted the application on March 30, 2022 for an estimated total project cost of \$668,900, of which \$574,060 was estimated to be funded by SPR funds; and

WHEREAS, the Winnebago County Highway Department solicited the interest of several local agencies in Winnebago County prior to submitting the application in an effort to benefit participating communities and thereby secure better pricing for all; and

WHEREAS, the City of South Beloit, the Village of Winnebago, and Rockford Township are participating with Winnebago County in the SPR funded project for

the location of various public assets associated with roadways and public utilities;
and

WHEREAS, in order to disburse and administer grant funds an intergovernmental agreement is required.

WHEREAS, IDOT announced on September 15, 2022 that the WCHD application has been awarded federal funding of \$535,120 and state matching funds of \$133,780 for a total of \$668,900, of which \$71,800 is allocated to the City of South Beloit and \$22,900 is allocated to the Village of Winnebago and \$122,900 is allocated to Rockford Township; and

WHEREAS, a large portion of the City of South Beloit and Rockford Township is coded on the “Illinois EPA EJ Start” web map as low income. This classification qualifies the project for 100% SPR funding and no local match will be required; and

WHEREAS, it is in the public interest to enter into the attached Intergovernmental Agreement with the City of South Beloit and the Village of Winnebago and Rockford Township to accomplish the purposes and objectives set forth therein.

NOW THEREFORE, in consideration of the promises and covenants herein contained, the PARTIES agree to the following terms:

II. TERMS OF AGREEMENT

A. The COUNTY agrees:

1. To apply to IDOT for SPR funding, a reimbursement program where the project sponsor is responsible for incurring 100% of the upfront cost and is then typically reimbursed up to 80% after invoicing IDOT. The funding for this project is to be used for locating public utilities and infrastructure along with asset specific data for use in a GIS system. The funding will also secure heavy-duty tablets for the PARTIES. The funding will also secure software to facilitate GIS based asset management for the COUNTY.
 - a. It is estimated that the entire project cost will be \$668,900, of which \$535,120 is being reimbursed by federal funds and \$133,780 state matching funds from IDOT.
 - b. It is estimated that the portion of the entire project cost attributable to the CITY is \$71,800.
 - c. It is estimated that the portion of the entire project cost attributable to the VILLAGE is \$22,900.
 - d. It is estimated that the portion of the entire project cost attributable to the TOWNSHIP is \$122,900.
 - e. See “EXHIBIT B” for a table summarizing the description of work and the estimated allocation of SPR funds and the estimated local match associated with each agency.
2. To execute the funding agreement with IDOT.

3. To function as the project manager for the PARTIES for the duration of the SPR project. Project management will include but is not limited to:
 - a. Preparing the Request for Proposal, hereinafter referred to as the “RFP,” with review and approval from the PARTIES.
 - b. Advertising the RFP for the SPR project.
 - c. Preparing a rating system for evaluating the RFP submittals with input from the PARTIES.
 - d. Evaluating the various RFP submittals in coordination with the PARTIES.
 - e. Selecting the successful proposal.
 - f. Negotiating and executing a contract with the successful consultant.
 - g. Scheduling and hosting a project kick-off meeting in coordination with the PARTIES.
 - h. Monitoring the project schedule and evaluating the deliverables from the GIS consultant to the COUNTY.
 - i. Closely coordinating with the PARTIES on aspects of the data collection and location services for CITY, VILLAGE, and TOWNSHIP maintained assets.
 - j. Provide project reporting and documentation as required by IDOT.
 - k. Submit invoices to IDOT for reimbursement as the project progresses.
- B. The CITY, VILLAGE, and TOWNSHIP agree to:
 1. Provide the COUNTY with CITY, VILLAGE, and TOWNSHIP specific details for inclusion in the RFP. These items will include, but are not limited to:
 - a. A GIS or georeferenced CAD centerline file containing all CITY, VILLAGE, and TOWNSHIP maintained roadways and / or alleys under the jurisdiction of the CITY, VILLAGE and TOWNSHIP for which data collection is desired.
 - b. A list of assets to collect location and asset specific information on and a data dictionary of fields for inclusion in the database.
 - c. In the event that the allocated funding to the CITY, VILLAGE, or TOWNSHIP is insufficient to cover the list of assets to be collected, the CITY, VILLAGE, or TOWNSHIP shall provide a prioritized listing of assets and the desired scope will be adjusted as necessary to complete the data collection within the affected agency’s allocation of funds.
 2. Review and approve the agency specific details in the RFP prepared by the COUNTY prior to advertisement.
 3. Participate in developing a rating system for evaluating RFP submittals.
 4. Participate in the evaluation of RFP submittals.
 5. Attend the project kick-off meeting and provide guidance to the consultant concerning all agency specific aspects of the project.
 6. Provide an agency specific point of contact for the COUNTY to direct agency specific questions or issues that may arise during the project.
 7. Review, comment, and approve agency specific GIS consultant deliverables prior to COUNTY invoice submittal to IDOT.

8. Assist the COUNTY with any agency specific reporting or documentation required to comply with IDOT requirements for managing the SPR funded project.

C. The PARTIES agree that:

1. The above recitals are hereby incorporated into this AGREEMENT as though fully set forth herein.
2. Both the COUNTY and the CITY, VILLAGE and TOWNSHIP agree to store GIS data delivered by this project on WINGIS servers and to allow participating WINGIS members access to the data delivered. Each agency will reserve its editing rights to data under its jurisdiction while other agencies will have view only rights to the data.
3. Should the PARTIES seek GIS consultant services that exceed the allocated funds, the PARTIES shall reimburse the COUNTY 100% of the amount that exceeds the allocation of federal and state matching funds.

- III. **AMENDMENTS.** This agreement may be amended or modified only by written instrument signed by the PARTIES, with any appropriate or acquired corporate action or authorization.
- IV. **CONSTRUCTION.** This agreement shall be construed according to the laws of the State of Illinois and any litigation arising out of this agreement shall be brought in the Seventeenth (17th) Judicial Circuit, Winnebago County, Illinois.
- V. **SEVERABILITY.** It is agreed between the PARTIES that the provisions of this agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portion of this agreement.
- VI. **EFFECTIVE DATE.** This Agreement shall commence on the date of execution by all parties hereto.
- VII. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding up and inure to the benefit of the parties hereto and their respective successors and assigns.
- VIII. **EXTENT OF AGREEMENT.** This Agreement represents the entire and integrated Agreement between the CITY, VILLAGE, TOWNSHIP and the COUNTY, and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed, or modified except by an instrument in writing signed by all parties hereto.
- IX. **COUNTERPARTS.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hand as to the date first referenced above.

COUNTY OF WINNEBAGO, IL

By: _____
Joseph Chiarelli, Chairman of the
County Board of the
County of Winnebago, IL

DATE: _____

ATTEST:

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

CITY OF SOUTH BELOIT, IL

By: _____
Thomas Fitzgerald
Mayor
City of South Beloit

DATE: _____

ATTEST:

Tracy Patrick
City of South Beloit Clerk
County of Winnebago, IL

VILLAGE OF WINNEBAGO, IL

By: _____
Franklin J. Eubank, Jr
President of Village of Winnebago Board
County of Winnebago, IL

DATE: _____

ATTEST:

Sally Jo Huggins
Village of Winnebago Clerk
County of Winnebago, IL

ROCKFORD TOWNSHIP, IL

By: _____
Dan Conness
Highway Commissioner Rockford Township
County of Winnebago, IL

DATE: _____

ATTEST:

Carl Wasco
Rockford Township Clerk
County of Winnebago, IL



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, December 13, 2022

Resolution Title:

(22-041) Resolution Authorizing the Purchase of a Skid Steer Loader

County Code: PWC Resolution #22-041

Board Meeting Date: Thursday, December 22, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$70,000
If not, explain funding source: 461-46430	
ORG/OBJ/Project Code: N/A	Budget Impact: \$74,718.61

Background Information:

The new 2022 John Deere Skid loader will replace our old (2000) rubber tire skid loader, which will be sold via auction. Proceeds will go towards this purchase.

Recommendation:

Approval is recommended.

Contract/Agreement:

A purchase order will be issued after approval by County Board.

Legal Review:

By the State Attorney's office.

Follow-Up:

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

2022-CR-

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

**RESOLUTION AUTHORIZING THE PURCHASE OF A
SKID STEER LOADER**

WHEREAS, the Highway Department needs to replace its year 2000 rubber tire Skid Steer Loader KV250; and

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

WHEREAS, three quotes were received as shown in exhibit "A"; and

WHEREAS, West Side Tractor Sales Company, a local supplier and a distributor for John Deere Skid Steer Loaders under Sourcwell, a national joint purchasing agreement, contract #032119-JDC submitted the lowest quote; and

WHEREAS, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the 3 quotes and the proposal received for a 2022 John Deere 330G skid steer loader and recommends awarding the contract as follows to:

**WEST SIDE TRACTOR SALES
3110 PRAIRIE RD
ROCKFORD, IL 61102**

WHEREAS, the Public Works Committee has determined that the funding for the aforementioned lease shall be as follows:

46100-46430

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that a purchase order for one skid steer loader be issued to West Side Tractor, 3110 Prairie Rd, Rockford, IL 61102 for not to exceed Seventy-Four Thousand Seven Hundred Eighteen Dollars And Sixty One Cents (\$74,718.61)

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 quote attached.

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 Engineer and County Auditor.

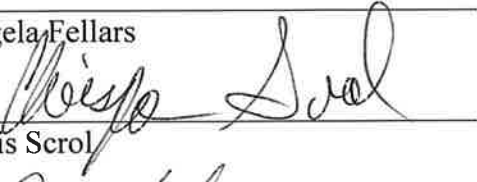
Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

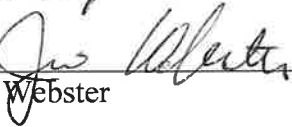


Dave Tassoni, Chairman

Angela Fellars

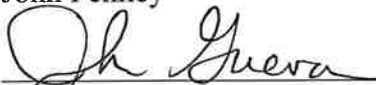


Chris Scrol

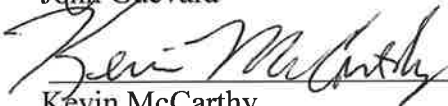


Jim Webster

John Penney



John Guevara



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Chris Scrol

Jim Webster

John Penney

John Guevara

Kevin McCarthy

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

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

Quote for 2022 Skid Steer Loader

West Side Tractor Sales Co.	Miller-Bradford & Risberg, Inc.	Altorfer CAT
\$74,718.61	\$76,200	\$79,580

Exhibit A



November 8, 2022

WINNEBAGO CO DEPT
OF PUBLIC WORKS
ROCKFORD, IL
8153194000

2023 John Deere 330G Skid Steers
SOURCEWELL Cooperative Contract 032119-JDC

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	Unit Price
0BC2T	330G SKID STEER	1	83,101.20
755	Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights,	1	11,281.20
8050	Cold Start Package	1	342.30
1501	English Operator's Manual and Decals	1	-
1741	Less JD Link	1	-
2450	14x17.5 14 PR Galaxy Hulk	1	1,102.50
953	ISO-H Switchable Controls and EH Joystick Performance Package	1	1,166.55
6006	Air Suspension Seat (Cloth with Heat)	1	704.55
4001	2-Inch Seat Belt with Shoulder Harness	1	239.40
8042	Rear View Camera	1	957.60
8342	Radio, AM/FM with Bluetooth	1	677.25
9342	84 in. Construction Bucket (21.0 cu. ft.) with Serrated Edge	1	3,041.85
8310	Counterweight, (Triple Set)	1	1,265.25
8370	HD Rear Grille	1	548.10
List Price			\$ 104,427.75
Discount 32%			\$ 33,416.88
Net Price			\$ 71,010.87

Custom Jobs

Code	Description	Qty	Price
	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	975.00
	Customer Pick Up	1	-
Ext Warranty	• Extended 60/3000 Full Machine Warranty Machine Only	1	1,500.00
Total Price			\$ 2,475.00

Quote Summary (per unit)

Item Description	Prices
Machine Net Price	\$ 71,010.87
Custom Jobs	\$ 2,475.00
Price per Machine	\$ 73,485.87
Destination	Freight Charge
Rockford, IL 61102	\$ 1,232.74

Total Net Price Quantity (1)

\$ 74,718.61

Expected Machine Delivery: 11/20/22

Warranty Terms

330G includes • Full Machine Warranty for 24 Mo OR 2000 Hr whichever occurs first

• Extended 60/3000 Full Machine Warranty Machine Only

Remarks:

Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.

Ron Svartoiien - Sales Representative West Side Tractor Sales - (815) 961-3160 • Fax (815) 965-1810 -
rons@westsidetractorsales.com

West Side Tractor Sales

3110 Prairie Road • Rockford, IL 61102
(815) 961-3160 • Fax (815) 965-1810



PRICE QUOTATION

TO: COMPANY NAME WINNEBAGO CO DEPT		DATE November 8, 2022	DEPT STOCK NUMBER New Deere
ADDRESS OF PUBLIC WORKS		MODEL NUMBER 330G	TERMS Payment Upon Delivery
CITY STATE ZIP ROCKFORD IL 61103		PROPOSED SHIPPING DATE	TO BE SHIPPED VIA
CONTACT ANDY PIRRELLO		PHONE NUMBER 8153194000	SALESPERSON Ron Svartoien

HERE IS OUR QUOTATION ON THE GOODS NAMED. SUBJECT TO THE CONDITIONS NOTED:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the seller before final acceptance.

Typographical and stenographical errors subject to correction. Purchaser agrees to accept overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to purchasers specification. When quotations specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchasers formal order will not be binding on the seller.

QUANTITY	DESCRIPTION
----------	-------------

1

2023 John Deere 330G Skid Steers
Serial Number Factory Order
With 2 Approximate Hours Prior Use
Equipped With:

ALL IN STOCK UNITS SUBJECT TO PRIOR SALE

Quote valid for 30 days

0
YAMNAR 4TNV94FHT ENGINE 87HP
330G SKID STEER
Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan
Cold Start Package
English Operator's Manual and Decals
Less JD Link
14x17.5 14 PR Galaxy Hulk
ISO-H Switchable Controls and EH Joystick Performance Package
Air Suspension Seat (Cloth with Heat)
2-Inch Seat Belt with Shoulder Harness
Rear View Camera
Radio, AM/FM with Bluetooth
84 in. Construction Bucket (21.0 cu. ft.) with Serrated Edge
Counterweight, (Triple Set)
HD Rear Grille
Cab/Air/Heat --Heated Seat-Radio
Deluxe LED lighting
Two Speed Ride Control
Power Quick Tach
Self Leveling-Ride Control
Switchable Controls
Boom/Bucket Settings
Creep Mode

• Full Machine Warranty for 24 Mo OR 2000 Hr whichever occurs first * Extended 60/3000 Full Machine Warranty Machine Only

Sell Price \$74,718.61

Sales Tax \$ -

\$ -

\$ -

\$ -

Balance Due \$ 74,718.61



www.miller-bradford.com

Corporate Office:
W250 N6851 Hwy 164
P.O. Box 904
Sussex, WI 53089
1-800-242-3115

DeForest, WI 1-800-585-7219
De Pere, WI 1-800-638-7448
Eau Claire, WI 1-800-585-7232
Marathon, WI 1-888-886-4410
Negaunee, MI 1-800-562-9770
Rockford, IL 1-800-585-7231

Ship To: IN STORE PICKUP

Invoice To: WINNEBAGO CTY DPW
424 N SPRINGFIELD AV
ROCKFORD IL 61101

Branch 08 - ROCKFORD		
Date 11/08/2022	Time 12:14:43 (O)	Page 1
Account No WINNE011	Phone No 8153194015	Est No 02 Q01716
Ship Via		Purchase Order
Tax ID No		WK1810
DEVAN BAWINKEL		Salesperson DB1

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 11/20/2022	Amount
NEW 2023 CASE SV340B			76200.00
Hours: 0			
2 SPEED EH CONTROLS			
CAB/HEAT/AC/BLEETOOTH RADIO/LCD DISPLAY/BACKUP CAMERA			
AIR RIDE SUSPENSION SEAT			
HYDRAULIC COUPLER			
HIGH FLOW HYDRAULICS			
AUTO RIDE CONTROL			
CREEP SPEED MODE			
FRONT ELECTRIC			
SELF LEVELING			
COUNTERWEIGHTS			
14 X 17.5 TIRES			
84" LOW PROFILE EXTENDED BUCKET w/BOE			
5 YR. 3000 HR. FULL MACHINE WARRANTY			
MBR SHIELD (No travel time or mileage charges on any repairs covered by warranty)			
SOURCEWELL PRICING 032119-CNH			
PRICE COULD INCREASE IN MARCH 2023			

Authorization: _____ Subtotal: 76200.00
Quote Total: 76200.00

Your salesperson was DEVAN BAWINKEL

Thank You For Your Business!



125304-02

October 20, 2022

WINNEBAGO COUNTY HIGHWAY
DEPARTMENT
ROCKFORD, IL 61101

Attention: ANDY PIRRELLO



Dear Andy Pirrello,

We would like to thank you for your interest in our company and our products and are pleased to quote the following for your consideration.

ONE (1) NEW CATERPILLAR MODEL: 272D3 XPS SKID STEER LOADER WITH ALL STANDARD EQUIPMENT IN ADDITION TO THE ADDITIONAL SPECIFICATIONS LISTED BELOW:

STOCK NUMBER: TBO

SERIAL NUMBER: TBO

YEAR: 2023

SMU: 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Kyle Klotz

Kyle Klotz
Machine Sales Representative

WARRANTY & COVERAGE

Standard Warranty: 24 Months/2,000 Hours Full Machine Standard Warranty
Extended Coverage: 272-60 MO/3000 HR PREMIER (Tier 4)

LIST PRICE	\$109,881.00
EXT WARRANTY	\$2,030.00
FREIGHT & DEALER PREP	\$2,350.00
Altorfer Cat Rebates	(\$4,620.00)
USA GOVERNMENTAL DISCOUNT	(\$30,061.00)
NET BALANCE DUE	\$79,580.00

Q123 PRICING**ADDITIONAL CONSIDERATIONS**

- Delivery is April of 2023 (SUBJECT TO CHANGE BY CATERPILLAR)

F.O.B/TERMS:

Customer Site





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, December 13, 2022

Resolution Title:

(22-042) Resolution for Award of Maintenance of Traffic Signals on the County Highway System and the Appropriation of MFT Funds (Section: 22-00711-00-TL)

County Code: PWC Resolution #22-042

Board Meeting Date: Thursday, December 22, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$600,000
If not, explain funding source:	
ORG/OBJ/Project Code: 464-43733	Budget Impact: \$300,000 (FY 2023)

Background Information:

This is for maintenance of the 67 county owned sets of traffic signals and over 200 streetlights. The contract is for two years with the ability to extend it for two more years. The Motor Fuel Tax appropriation allows us to use MFT funds for this maintenance work. The bid amount of \$562,990 is for the two-year contract.

Recommendation:

The current contract expires on December 31, 2022. Approval is recommended.

Contract/Agreement:

After County Board approval

Legal Review:

By the State Attorney's office.

Follow-Up:

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

22-CR-XXX

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

**RESOLUTION FOR AWARD FOR MAINTENANCE OF TRAFFIC SIGNALS ON THE
COUNTY HIGHWAY SYSTEM AND THE APPROPRIATION OF MFT FUNDS
(SECTION 22-00711-00-TL)**

WHEREAS Traffic signals and street lights on Winnebago County Highways need to be maintained and kept in proper repair on an annual basis; and

WHEREAS two (2) bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on December 6, 20122, for Section 22-00711-00-TL, with the low bid being from **McGinn & McGinn, Inc. (d/b/a – Engel Electric Co.) in the amount of \$562,990.00**; and

WHEREAS it is in the public interest to award the bid for Maintenance of Traffic Signals on the County Highway System to McGinn & McGinn, Inc. (d/b/a – Engel Electric Co.) in the amount of \$562,990.00; and also to appropriate the needed MFT funds; and

WHEREAS \$600,000.00 (six hundred thousand dollars) needs to be appropriated from Motor Fuel Tax funds to pay for the maintenance and repairs of Traffic signals, and street lights on Winnebago County Highways; and

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on December 6, 2022 for Section 22-00711-00-RS from McGinn & McGinn, Inc. (d/b/a – Engel Electric Co.) in the amount of \$562,990.00 is hereby awarded, that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with McGinn & McGinn, Inc. (d/b/a – Engel Electric Co.) for the above noted work and that the amount of \$600,000.00 is appropriated from the County's Motor Fuel Tax (MFT) funds via BLR 09110 in substantially the form attached hereto; 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 directed to prepare and deliver certified copies of this Resolution to the Winnebago County Treasurer, Auditor, and Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



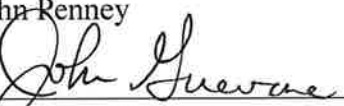
Dave Tassoni, Chairman

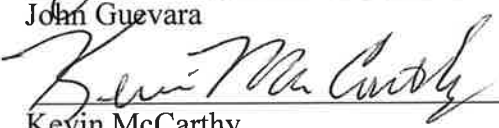
Angela Fellars


Chris Scrol



Jim Webster

John Penney


John Guevara


Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Chris Scrol

Jim Webster

John Penney

John Guevara

Kevin McCarthy

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

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



Illinois Department
of Transportation

Tabulation of Bids

Local Public Agency: COUNTY		Date: 12/6/2022		McGinn & McGinn, Inc.		William Charles Construction Co.	
County: WINNEBAGO		Time: 10:31 AM		(d/b/a- Engel Electric Co.)		(d/b/a-William Charles Electric LLC)	
Section: 22-00711-00-TL		Appropriation:		1514 W. Fourth Street,		833 Featherstone Road	
Estimate: 497,480.00				Sterling, IL 61081		Rockford, IL 61107	
Attended By: PS, VP of WCHD & Ms. Jordan Fountain of WCE				Bid Bond		Bid Bond	
				Unit Price		Unit Price	
Item No.	Item	Delivery	Unit	Quantity	Total	Total	Total
X03274951	JOURNEYMAN ELECTRICIAN		HOURL	1600	\$ 137,000	\$ 219,200.00	\$ 248,000.00
X03274952	JOURNEYMAN ELECTRICIAN (TIME AND ONE-HALF)		HOURL	120	\$ 200,000	\$ 24,000.00	\$ 25,800.00
X03274953	JOURNEYMAN ELECTRICIAN (DOUBLE TIME)		HOURL	25	\$ 260,000	\$ 6,500.00	\$ 7,000.00
X03274961	APPRENTICE ELECTRICIAN		HOURL	325	\$ 134,000	\$ 43,550.00	\$ 50,375.00
X03274962	APPRENTICE ELECTRICIAN (TIME AND ONE-HALF)		HOURL	75	\$ 195,000	\$ 14,625.00	\$ 16,125.00
X03274963	APPRENTICE ELECTRICIAN (DOUBLE TIME)		HOURL	25	\$ 255,000	\$ 6,375.00	\$ 7,000.00
X03274971	PICK-UP TRUCK		HOURL	900	\$ 20,000	\$ 18,000.00	\$ 18,000.00
X03274972	SERVICE TRUCK WITH BUCKET		HOURL	500	\$ 38,000	\$ 19,000.00	\$ 47,500.00
X0327498	BUCKET TRUCK (LENGTH LESS THAN 35 FEET)		HOURL	150	\$ 38,000	\$ 5,700.00	\$ 150.00
X0327499	BUCKET TRUCK (LENGTH LESS THAN 35 TO 65 FEET)		HOURL	50	\$ 40,000	\$ 2,000.00	\$ 50.00
X0327493	PHASING DATA		EACH	10	\$ 310,000	\$ 3,100.00	\$ 2,750.00
X0327494	CONFLICT MONITOR		EACH	134	\$ 310,000	\$ 41,540.00	\$ 36,850.00
X70102951	TRF C PROT 701201 SPL		EACH	10	\$ 2,200,000	\$ 22,000.00	\$ 10.00
X70102952	TRF C PROT 701206 SPL		EACH	4	\$ 2,200,000	\$ 8,800.00	\$ 4.00
X70102953	TRF C PROT 701501 SPL		EACH	4	\$ 2,200,000	\$ 8,800.00	\$ 4.00
X70102954	TRF C PROT 701601 SPL		EACH	4	\$ 400,000	\$ 1,600.00	\$ 4.00
X70102955	TRF C PROT 701606 SPL		EACH	4	\$ 400,000	\$ 1,600.00	\$ 4.00
X70102956	TRF C PROT 701701 SPL		EACH	4	\$ 400,000	\$ 1,600.00	\$ 4.00
					Sub-Total (A)	\$ 447,990.00	\$ 459,630.00
X0327500	PARTS AND MATERIAL MARK UP- Percentage -Q		%			15	15
	ESTIMATED AMOUNT OF PARTS AND MATERIAL -P		LS	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Add	MARKED UP AMOUNT-(%) OF ESTIMATED AMOUNT				\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
					Sub-Total (B)	\$ 115,000.00	\$ 115,000.00
	BIDDER'S TOTAL PROPOSED AMOUNT=Sub-Total (A)+Sub-Total (B)				\$ 562,990.00	\$ 562,990.00	\$ 574,630.00



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

22-00711-00-TL

BE IT RESOLVED, by the Board

Governing Body Type

of the County

Local Public Agency Type

of Winnebago

Name of Local Public Agency

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

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Traffic Signal Maintenance				

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Maintain of traffic signals, flashers and street lights on the County Highway System

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

Dollars (\$600,000.00) 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

Name of Clerk

County

Local Public Agency Type

Clerk in and for said County

Local Public Agency Type

of Winnebago

Name of Local Public Agency

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

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

Board

Governing Body Type

of Winnebago

Name of Local Public Agency

at a meeting held on December 22, 2022

Date

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

Day

Month, Year

(SEAL)

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, December 13, 2022

Resolution Title:

(22-043) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-Built Quantities for Latham Road Resurfacing from Meridian Road to Owen Center Road (Section: 21-00700-00-RS)

County Code: PWC Resolution #22-043

Board Meeting Date: Thursday, December 22, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$1,061,151.55, FY 2022
If not, explain funding source:	
ORG/OBJ/Project Code: 469-46330	Budget Impact: Deduction \$83,440.59

Background Information:

After reconciling final measured/as-built quantities with contract amounts, a deduction of \$83,440.59 must be made to the original contract. Rebuild Illinois funds (RBI) were used for this project

Recommendation:

Approval is recommended.

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up:

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

22-CR-XXX

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

**RESOLUTION AUTHORIZING THE APPROVAL OF A CHANGE IN PLANS TO
RECONCILE BID QUANTITIES WITH AS-BUILT QUANTITIES FOR
LATHAM ROAD RESURFACING FROM
MERIDIAN ROAD TO OWEN CENTER ROAD
(SECTION 21-00700-00-RS)**

WHEREAS on April 29, 2022 by County Resolution, the County Board of the County of Winnebago awarded a contract in the amount of \$1,061,151.55 to Rock Road Companies, Inc. for the resurfacing of Latham Road from Meridian Road to Owen Center Road under Section 21-00700-00-RS; and

WHEREAS in order to close a project out and make final payment a change order reconciling “as-bid” quantities with “as-built” quantities needs to be approved; and

WHEREAS the total net change of the reconciliation change order is a deduction of \$83,440.59 to the original contract amount of \$1,061,151.55, for a final adjusted contract amount of \$977,710.96; and

WHEREAS it is in the public interest to approve the attached Request for Approval of Change in Plans, Request No. 1 and final for the project known as Section 21-00700-00-RS.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the County Engineer is hereby authorized to sign the Request for Approval of Change in Plans, Request No. 1 and final on behalf of the County of Winnebago in substantially the form attached; and

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

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

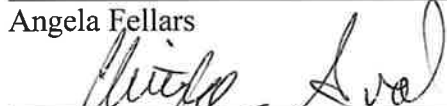
Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE



Dave Tassoni, Chairman

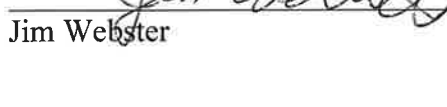
Angela Fellars



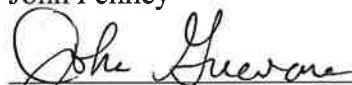
Chris Scrol



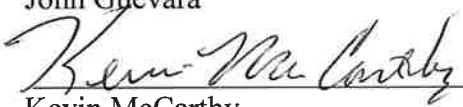
Jim Webster



John Penney



John Guevara



Kevin McCarthy

DISAGREE

Dave Tassoni, Chairman

Angela Fellars

Chris Scrol

Jim Webster

John Penney

John Guevara

Kevin McCarthy

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

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



Request for Approval of Change of Plans



Local Public Agency	County	Route	Section Number
Winnebago County Highway Department	Winnebago	Latham Rd (CH 17)	21-00700-00-RS
Request Number	Contractor		
#1	Rock Road Companies, Inc.		
<input checked="" type="checkbox"/> Final			
Address	City	State	Zip Code
301 W B_R Townline Road	Janesville	WI	53546
Date			
11/29/22			

I recommend that this Deduction be made from the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- REM & DISP UNS MATL	CY	20	\$40.000	D	\$0.00	\$800.00
- STN DMPD RIP C-A2	TN	.44	\$110.000	D	\$0.00	\$48.40
- AGG SUBGRADE IMP 12"	SY	25	\$30.000	D	\$0.00	\$750.00
- BIT MATLS TACK CT	PD	32233.86	\$0.010	D	\$0.00	\$322.34
- HMA BC HM N50	TN	10	\$130.000	D	\$0.00	\$1,300.00
- HMA SURF REM BUTT JT	SY	260.21	\$19.250	A	\$5,009.04	\$0.00
- TEMPORARY RAMP	SY	85.46	\$20.000	D	\$0.00	\$1,709.20
- P HMA BC IL-4.75 N50	TN	3381.6	\$86.290	D	\$0.00	\$291,798.26
- INC HMA SURF	TN	85.22	\$111.720	D	\$0.00	\$9,520.78
- AGG SHLD T-B	TN	1410.96	\$20.020	D	\$0.00	\$28,247.42
- HMA SHOULDER	TN	61.24	\$71.000	D	\$0.00	\$4,348.04
- DELINEATORS	EA	14	\$136.000	D	\$0.00	\$1,904.00
- SHORT TERM PAVT MK	FT	720	\$0.670	D	\$0.00	\$482.40
- ST TRM PAVT MK REM	SF	667	\$1.850	D	\$0.00	\$1,233.95
- PAINT PVT MK L&S	SF	15.6	\$6.000	A	\$93.60	\$0.00
- PAINT PVT MK LINE 4"	FT	2729	\$0.160	D	\$0.00	\$436.64
- PAINT PVT MK LINE 8"	FT	13	\$2.000	A	\$26.00	\$0.00
- PAINT PVT MK LINE 12"	FT	56	\$3.000	D	\$0.00	\$168.00
- PAINT PVT MK LINE 24"	FT	92	\$6.000	D	\$0.00	\$552.00
- EMB FOR SLP SHAPING	CY	14	\$40.000	D	\$0.00	\$560.00
- LONG JOINT SEAL	FT	1755	\$2.600	D	\$0.00	\$4,563.00
- RUMBLE STRIP 8"	FT	4747	\$0.400	D	\$0.00	\$1,898.80
- HMA LB, IL-9.5, D, N50	TN	3381.6	\$77.500	A	\$262,074.00	\$0.00
Total Changes					\$267,202.64	\$350,643.23

Add Row

Total Net Change	(\$83,440.59)
Amount of Original Contract	\$1,061,151.55
Amount of Previous Change Orders	
Amount of adjusted/final contract	\$977,710.96

Total net _____ to date (\$83,440.59) which is -7.86% of the contract price.

State fully the nature and reason for the change

--

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- ☐ The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- ☐ The Local Public Agency has determined that the change is germane to the original contract is signed.
- ☐ The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By

Title of Preparer

A. Limberg

Project Manager

Submitted/Approved

Local Public Agency

Date

BY:

--

--

Title:

--

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways

Date

--

--

Approved:

Illinois Department of Transportation

Regional Engineer

Date

--

--



ROCK ROAD COMPANIES, INC.

• P.O. Box 1818 • Janesville, WI 53547-1818 • Phone (608) 752-8944 • Fax: (608) 365-1113

To: Winebago, County Of	Contact:
Address: 404 Elm Street, Suite 202 Rockford, IL 61108-3001	Phone: (815) 987-3033
	Fax: (815) 987-3008
Project Name: Winnebago Co. - Latham Rd	Bid Number: 220106
Project Location: Latham Rd, Rockford, IL	Bid Date: 4/12/2022

Proposal is on a unit price basis per the plans and specifications and as follows:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
99000	HMA LEVEL BINDER IL-9.5 D N50	3,381.00	TON	\$77.50	\$262,027.50

Total Bid Price: \$262,027.50

Notes:

- Any changes or modifications to project will be subject to proposal revision.
- The Owner/Contractor must authorize any changes in project conditions requiring additional costs to this contract through written change order prior to commencement of extra work.

Payment Terms:

Payment requested upon substantial completion of work. Net 10 days. Finance Charge - 1.5% per month, 18% annually.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Rock Road Companies, Inc.

Authorized Signature:  _____

Estimator: Aaron Fish
Afish@rockroads.com

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: December 22, 2022

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station Unit 1 Request for Information for an NRC Post-Approval Site Inspection for License Renewal Inspection Report 05000454/2023010.
 - b. Federal Register/Vol. 87, No. 233/Tuesday, December 6, 2022/Notices
 - c. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 2 and 3; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; and R.E. Ginna Nuclear Power Plant –Request to Authorize Use of Honeywell Mururoa V4F1 R Supplied Air Suits (EPID L-2022-LLL-0011).
 - d. Byron Station – Material Control and Accounting Program Inspection Report 05000454/2022405 and 05000455/2022405.
 - e. Operator Licensing Examination Approval – Byron Station, December 2022.



WINNEBAGO COUNTY

— ILLINOIS —

2. County Clerk Gummow received from the Illinois Environmental Protection Agency a Public Notice Renewal of the Federally Enforceable State Operating Permit Rust-Oleum Corp in Rockford.

Adjournment