

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman
Members: John Butitta, Paul Arena,
Joe Hoffman, Jaime Salgado, Valerie
Hanserd, Michael Thompson

DATE: THURSDAY, APRIL 20, 2023
TIME: 5:30 PM
LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of March 16, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Approving a Proposal for the Professional Services of Larson & Darby Group for Winnebago County Courthouse Code Compliance Repairs
- F. Resolution to Approve Purchase of Vehicles for Sheriff’s Department with CIP PSST 2023 Funds
- G. Resolution Awarding Joint Pest Control Services
- H. Resolution Amending the Organizational Structure of the River Bluff Nursing Home Board of Directors
- I. An Ordinance Amending “Ordinance 2018 CO 092”, Prohibiting The Use of Ground Water as a Potable Water Supply by The Installation or Use of Potable Water Supply Wells or by Any Other Method
- J. Future Agenda Items
- K. Adjournment

**Winnebago County Board
Operations and Administrative Committee Meeting**

County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, March 16, 2023
5:30 PM

Present:

Keith McDonald, **Chairperson**
Valerie Hanserd, **Vice Chairperson**
Paul Arena
Joe Hoffman
Jaime Salgado
Michael Thompson

Others Present:

Patrick Thompson, County Administrator
Dave Rickert, Chief Financial Officer
Ann Johns, Purchasing Director
Lafakeria Vaughn, State's Attorney's Office
Rick Ciganek, Sheriff's Office
Lori Gummow, County Clerk & County Recorder
Matt Laue, Coroner's Office
Michaela Bradley, IT Department

Absent:

John Butitta

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of January 5, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Awarding Bid for Joint Seal Coating Services
- F. Resolution Awarding Agreement for Office Supplies
- G. Resolution to Approve Purchase of Morgue Equipment Using CIP PSST 2023 Funds
- H. Resolution to Approve Purchase of Coroner Vehicles Using CIP PSST 2023 Funds
- I. Resolution to Include Compensation Paid Under Internal Revenue Code Section 125 Plan as IMRF Earnings
- J. Discussion Regarding County's 457(b) Plan and Selection of a New Plan Administrator
- K. Discussion Regarding County Administration Building Security
- L. Future Agenda Items
- M. Adjournment

Chairperson McDonald called the meeting to order at 5:30 PM.

Roll Call

Chairperson Keith McDonald yes, Paul Arena yes, Joe Hoffman yes, Jaime Salgado yes, Valerie Hanserd yes, Michael Thompson yes.

Approval of January 5, 2023 Minutes

Chairperson McDonald called for a motion to approve the January 5, 2023 minutes.

Motion: Ms. Hanserd. Second: Mr. Hoffman.

Motion passed by unanimous voice vote.

Public Comment

Chairperson McDonald omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution Awarding Bid for Joint Seal Coating Services

Motion: Chairperson McDonald. Second: Mr. Thompson.

The Resolution awards a bid for seal coating services, an annual contract.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Awarding Agreement for Office Supplies

Motion: Chairperson McDonald. Second: Mr. Thompson.

The Resolution authorizes the county to renew the contract with OfficePro (Mid City Office Supplies).

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution to Approve Purchase of Morgue Equipment Using CIP PSST 2023 Funds

Motion: Chairperson McDonald. Second: Mr. Salgado.

The Resolution authorizes purchase of morgue equipment, using CIP 2023 funds. Refer to attachment listing equipment to be purchased.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution to Approve Purchase of Coroner Vehicles Using CIP PSST 2023 Funds

Motion: Chairperson McDonald. Second: Mr. Salgado.

The Resolution is for the approval of Coroner vehicles using CIP 2023 funds. Refer to the attachment.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution to Include Compensation Paid Under Internal Revenue Code Section 125 Plan as IMRF Earnings

Motion: Chairperson McDonald. Second: Mr. Thompson.

The Resolution amends the agreement with IMRF to include compensation paid under Internal Revenue Code Section 125 Plan as IMRF income.

- Discussion followed.

Motion passed by unanimous voice vote.

Discussion Regarding County’s 457(b) Plan and Selection of a New Plan Administrator

Ms. Johns distributed information to the committee regarding the 457(b) Plan selection of a new plan administrator. Mr. Rickert thanked Ms. Johns and the Purchasing department staff for their work in organizing the contract providers, presentations and documents. A resolution will be prepared to present at the next committee meeting.

- Discussion followed.

Discussion Regarding County Administration Building Security

Funds within the Phase III ARP Plan are set aside to address the issue of the administration building security enhancements. A formal plan will be created to present to the committee.

- Discussion followed.

Future Agenda Items

- Replacing Air Conditioning Units at Memorial Hall
- Resolution to Add Two Additional Members to the River Bluff Board
- Addition of a Buyer for the Purchasing Department

Motion to Adjourn.

Chairperson McDonald called for a motion to adjourn the meeting.

Motion: Mr. Thompson. Second: Mr. Salgado.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant

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

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

2023 CR

**RESOLUTION APPROVING A PROPOSAL FOR THE PROFESSIONAL SERVICES OF LARSON & DARBY
GROUP FOR WINNEBAGO COUNTY COURTHOUSE CODE COMPLIANCE REPAIRS**

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, Section 2-357(d)(3) of the Purchasing Ordinance of Winnebago County provides “Professional services of architects, engineers and land surveyors are governed by the requirements of the Local Government Professional Services Selection Act, 50 ILCS 510 *et seq.* (the "Act"), and by State, Federal and local policy, rules and regulations, depending upon the type of funding used. All professional service contracts or agreements for professional services using local funds for architectural, engineering or land surveying purposes, shall be subject to the Act. The use of state or federal funds for professional services shall be subject to the state and federal laws, policies, rules and regulations”; and,

WHEREAS, Section 8 of the Act provides in part that certain requirements of the Act may be waived if it is determined by resolution that an emergency situation exists and a firm must be selected in an expeditious manner, or the cost of architectural, engineering, and land surveying services for the project is expected to be less than \$40,000; and,

WHEREAS, on November 5, 2022, a fire, which constitutes an emergency situation, occurred in the old County Courthouse at 403 Elm Street, Rockford, Illinois, causing extensive damage to the building and additional corrective measures are necessary to bring the building into compliance with the applicable building codes; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed Resolution Exhibit A – Larson & Darby Group Proposal- Winnebago County Courthouse Code Compliance Repairs for the aforementioned project and agrees with the awarding of the proposal as follows;

**LARSON & DARBY GROUP
4949 HARRISON AVENUE, SUITE 100
ROCKFORD, ILLINOIS 61108**

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 proposal with LARSON & DARBY GROUP, 4949 HARRISON AVENUE, SUITE 100, ROCKFORD, ILLINOIS 61108.

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, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

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

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



Mr. Joseph Chiarelli
Chairman, Winnebago County Board
March 13, 2023 (Revised April 4, 2023)
Page 2

PHASE 2

With the selection of an approach, construction documentation can then be generated for competitive bidding. We emphasize that the scope of the work outlined herein **does not include** the creation of construction documentation suitable for this purpose.

SCHEDULE

Understanding the life-safety related urgency for both Winnebago County and the City of Rockford for the undertaking of these corrective actions, this scope of work is presented in this manner to cost effectively provide the county with an evaluative option(s) in the timeliest manner. We anticipate a time frame of 4-5 weeks to completion from notice to proceed. We will make every effort to better this time frame.

COMPENSATION

PHASE 1: Drawing Review, Additional Survey, Existing Condition Assessment, Determination of Corrective Measures, and Cost Estimate, is proposed to be provided for a lump sum fee of Thirty-Eight Thousand Dollars (\$38,000.00), including reimbursable expenses. Any additional costs will require approval by the County.

PHASE 2: Not included in this proposal. To be determined after scope of corrective measures are determined.

Reimbursable expenses for printing, postage, travel, etc. will be invoiced at our cost without mark-up. If project requirements change, we will notify you in writing for approval of any additional compensation prior to proceeding with any additional work.

Chairman Chiarelli, we appreciate the opportunity to continue to assist Winnebago County in this important project. We look forward to working with you to complete this important assignment. If you have questions or concerns regarding the information provided in this letter, please contact me at 815.484.0739, ext. 146 or via e-mail at gtrias@larsondarby.com.

Sincerely,

Gedeon L. Trias, AIA, NCARB
Principal & Director of Design

/mbp

c: J. Hanley, Winnebago County State's Attorney



Larson & Darby Group

March 13, 2023 (*Revised April 4, 2023*)

ARCHITECTURE
ENGINEERING
INTERIORS

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

Re: Winnebago County Courthouse Code Compliance Repairs
LDG Project # 2023-051

Dear Chairman Chiarelli:

At a meeting on February 24, 2023, at the Winnebago County Administration Building, I met with representatives from your office, the City of Rockford, the City of Rockford Building Department, and the Winnebago County State's Attorney's office to discuss the current state of code compliance at the Winnebago County Courthouse. After a fire in a part of the courthouse complex in late 2022, subsequent investigations by the City of Rockford Building Department revealed code related deficiencies in the current state of the building that likely contributed to the spread of smoke damage throughout portions of the courthouse complex.

The City of Rockford Building Department, in its role as the Authority Having Jurisdiction (AHJ) for building projects in the City of Rockford, has directed Winnebago County to undertake corrective measures to bring the courthouse complex into compliance with the applicable building codes utilized in the City of Rockford, notably the 2015 International Building Code and the 2015 International Existing Building Code.

Your office has asked Larson & Darby Group (LDG) to assist Winnebago County in the determination of the appropriate approach to bring the courthouse complex into code compliance. To that end, we propose the following scope of work:

PHASE 1

1. Review the existing building drawings of the courthouse complex, previously provided to LDG, and the appropriate building codes to determine a corrective approach concept that will bring the courthouse complex into code compliance. For example, at this time, this approach may require the installation of a code-compliant fire suppression system in those areas of the courthouse complex that are currently unprotected by such a system. Other evaluative methods or approaches as described within the codes may also allow for code compliance. We anticipate additional survey of the areas of the courthouse complex unaffected by the fire will also be required. Assistance from Winnebago County will be required in gaining access to these areas.
2. Upon determination of these corrective approaches, develop a preliminary cost estimate that can be presented to the appropriate body for funding approval. Consultation with local contractors may be utilized to provide a more accurate estimate.

To assist in this work, LDG will be engaging **B & F Construction Code Services, Inc.** of Elgin, Illinois, for the code review and analysis.



Mr. Joseph Chiarelli
Chairman, Winnebago County Board
March 13, 2023 (Revised April 4, 2023)
Page 3

Your signature below will authorize the above work to proceed.

Approved by: Joseph V. Chiarelli
Joseph Chiarelli
Chairman, Winnebago County Board

Date: 4/4/2023



Larson & Darby Group
Architecture Engineering Interiors

2023 Billing Rates

<u>POSITION</u>	<u>HOURLY RATE</u>
Senior Management	\$225.00
Management	\$190.00
Senior Architect / Senior Engineer	\$166.00
Senior Interior Designer	\$160.00
Architect / Engineer	\$153.00
Interior Designer	\$128.00
Technician III	\$122.00
Technician II	\$100.00
Accounting/Administrative	\$ 90.00
Technician I	\$ 75.00

Larson and Darby, Inc. Standard Terms and Conditions

STANDARD OF CARE

Larson and Darby, Inc.'s services shall be provided consistent with and limited to the standard of care applicable to such services. That means we will provide our services consistent with the professional skill and care ordinarily provided by architects and engineers practicing in the same or similar locality under the same or similar circumstances.

FORCE MAJEURE

Larson and Darby, Inc. shall not be responsible for delays caused by factors beyond our reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or comment on Larson and Darby, Inc.'s services or work product, or delays caused by faulty performance by the Client's or by contractors of any level. When such delays beyond our reasonable control occur, the Client agrees that Larson and Darby, Inc. or our subconsultants shall not be responsible for damages, nor shall the Design Professional be deemed in default of this Agreement.

DOCUMENTS

All reports, notes, drawings, specifications, data, calculations, and other documents prepared by Larson and Darby, Inc. (collectively referred to as "Documents") are instruments of our services that shall remain Larson and Darby, Inc.'s property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without Larson and Darby, Inc.'s express written consent. Any unauthorized use of the Documents will be at the Client's sole risk and without liability to Larson and Darby, Inc. or our subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless Larson and Darby, Inc. or our subconsultants from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.

BILLING AND PAYMENT

Client shall pay Larson and Darby, Inc. in accordance with the rates and charges set forth in the Proposal. Larson and Darby, Inc. will submit to the Client, monthly, an invoice of services rendered, and expenses incurred during the previous period. Payment will be due upon receipt of Larson and Darby, Inc.'s invoice. In the event the Client fails to pay Larson and Darby, Inc. within thirty (30) days after invoices are rendered, the Client agrees that Larson and Darby, Inc. shall have the right to consider that event a breach of this Agreement and upon seven (7) days written notice, the duties, obligations, and responsibilities of *Larson and Darby, Inc. under this Agreement may be either suspended or terminated.*

CONSEQUENTIAL DAMAGES

Larson and Darby, Inc. and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

Larson and Darby, Inc. will coordinate our services with those services provided by the Client and the Client's consultants. Larson and Darby, Inc. shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Client and the Client's consultants.

CONSTRUCTION ADMINISTRATION

If Construction Administration services are included in the Larson and Darby, Inc. Proposal for this project, we will advise and consult with

the Client during Construction Phase Services. Larson and Darby, Inc. shall have authority to act on behalf of the Client only to the extent provided in this Agreement. Larson and Darby, Inc. and our subconsultants shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall Larson and Darby, Inc. be responsible for the Contractor's or any Sub-Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Larson and Darby, Inc. and our subconsultants shall be responsible for our negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, sub-contractors or of any other persons or entities performing portions of the Work.

EVALUATIONS OF THE WORK

If included in the Agreement between Larson and Darby, Inc. and the Client, we shall visit the site at set milestones appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

SUBMITTALS

Larson and Darby, Inc. and/or our subconsultants shall review, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but solely for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's sole responsibility. Larson and Darby, Inc.'s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. Larson and Darby, Inc.'s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

COPYRIGHTS AND LICENSES

Larson and Darby, Inc. and our subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. If the Client provides prototype drawings, Larson and Darby, Inc. and our consultants shall be deemed the authors and owners of any modifications or improvements to their respective Instruments of Service.

Larson and Darby, Inc. grants to the Client a nonexclusive license to use our Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due. Larson and Darby, Inc. shall obtain similar nonexclusive licenses from our consultants consistent with this Agreement.

In the event the Client uses the Instruments of Service without retaining the authors of the Instruments of Service, the Client releases Larson and Darby, Inc. and our subconsultant(s) from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify, defend and hold harmless Larson and Darby, Inc. and our subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent

Larson and Darby, Inc. Standard Terms and Conditions

such costs and expenses arise from the Client's use of the Instruments of Service under this Section.

MEDIATION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

The Client and Larson and Darby, Inc. and our subconsultants shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If the parties do not resolve a dispute through mediation pursuant to this Section, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

TERMINATION OR SUSPENSION

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

PROGRESS PAYMENTS

Larson and Darby, Inc. shall present monthly invoices for Professional Services earned and reimbursable expenses incurred, and Client shall pay the full amount thereof within thirty (30) days after presentation. Any charges held to be in dispute by the Client shall be identified in writing to Larson and Darby, Inc. within ten (10) days of presentation of Larson and Darby, Inc.'s invoice or shall be paid in full per the terms of this Agreement. The Client shall not withhold amounts from Larson and Darby, Inc.'s compensation to impose a penalty on Larson and Darby, Inc. unless we have been found liable for the amounts in a binding dispute resolution proceeding. If payment in full is not received per the terms of this Agreement, Larson and Darby, Inc. shall have the right to suspend Services and withhold all documents until payment is received and apply a one percent (1%) per month delinquency charge on the unpaid balance from the date of the invoice. Payment of such charges shall not excuse the default in payment or terminate the unperformed portion of this Agreement.

HAZARDOUS MATERIALS

Larson and Darby, Inc. shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site. If hazardous materials are present, the Client shall be responsible to remove them from the Project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. The Client shall indemnify and hold harmless Larson and Darby, Inc. and our subconsultants from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Larson and Darby, Inc.'s services and equitable adjustment of fees for Larson and Darby, Inc. and our subconsultants as mutually agreed by the parties.

LIMITATION OF LIABILITY (Available Insurance):

Neither Larson and Darby, Inc. or our subconsultants, nor their agents, shareholders or employees shall be jointly, severally, or individually liable to the Client for an amount in excess of the proceeds of the available professional liability insurance coverage required by this

agreement by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence.

CLIENT ESTABLISHED CONTINGENCIES

The Client shall establish and periodically update the Client's budget for the Project, including (1) the budget for the Cost of the Work (2) the Client's other costs; and (3) reasonable contingencies related to all of these costs including additional services of Larson and Darby, Inc. and our other design subconsultants.

BUDGET EVALUATION and PRELIMINARY OPINION OF PROBABLE COST

Evaluations of the Client's budget for the Cost of the Work, the Larson and Darby, Inc. preliminary Opinion of the Probable Cost of the Work, and any updated Opinions of the Cost of the Work prepared by Larson and Darby, Inc. and/ or our subconsultants, represent our judgment as design professionals. It is recognized, however, that neither Larson and Darby, Inc. nor the Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Larson and Darby, Inc. and our subconsultants cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the Cost of the Work or from any Opinion of the Probable Cost of the Work or evaluation prepared or agreed to by Larson and Darby, Inc. and/ or our Consultants.

MUTUAL INDEMNITY

Larson and Darby, Inc. and the Client each agree to indemnify the other against liability, damages, costs and expenses including reasonable attorney's fees and expenses recoverable under applicable law (collectively referred to as "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Larson and Darby, Inc. nor the Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). Neither Larson and Darby, Inc. nor Client shall have a duty to provide the other an up-front defense of any claim.

DISEASE TRANSMISSION

Larson and Darby, Inc. shall have no responsibility for the transmission of any communicable disease including but not limited to COVID-19, or exposure of persons to Virus or other communicable disease discovered at the premises. Larson and Darby, Inc. cannot prevent the Client and/or the Client's Invitees from becoming exposed to, contracting, or spreading Virus or other communicable disease while utilizing Larson and Darby, Inc.'s services. It is not possible to prevent the presence of communicable disease. Therefore, if the Client chooses to utilize Larson and Darby, Inc.'s services, the Client may be exposing the Client or the Client's Invitees to and/or increasing the Client's and/or the Client's Invitees' risk of contracting or spreading communicable disease. The Client hereby releases, waives, discharges, and covenants not to sue Larson and Darby, Inc. for any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to any outbreak, epidemic, pandemic or public health situation, or any communicable disease related health issue or exposure.



Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department for WCSO
Committee Name: Operations and Administrative Committee
Committee Date: April 20, 2023
Resolution Title: Resolution to Approve Purchase of Vehicles for Sheriff's Department with CIP PSST 2023 Funds

Budget Information

Budgeted? Yes, in CIP PSST 2023	Amount Budgeted? \$ 1,157,680
If not, originally budgeted, explain the funding source?	2023 CIP PSST Funds
If ARPA or CIP funded, original Board approved amount?	\$1,157,680
Over or Under approved amount? OVER	By: \$16,286.66
Reason for ARPA or CIP increase?	Quotes higher on some add-on items
If ARPA funded, was it approved by Baker Tilly?	N/A
ORG/OBJ/Project Codes: 82200-46410-C2305	Descriptor: Vehicles
Budget Impact? \$ 1,173,966.66	

Background Information: The Winnebago County Sheriff's Office request the purchase nineteen new vehicles, as follows:

- Four unmarked detective vehicles, due to much wear & tear, and are over 10 years old.
- Nine vehicles are for the Crime Deterrence Unit, which adds five additional vehicles and replaces four that are in extremely bad condition, with suspension and powertrain issues.
- Six new patrol vehicles will replace the following existing vehicles:

Squad	Make	Year	Mileage	VIN
316	Ford Utility Interceptor	2017	155,760	1FM5K8AR8HGC35370
318	Ford Utility Interceptor	2017	172,338	1FM5K8AR0HGC35363
321	Ford Utility Interceptor	2017	155,724	1FM5K8AR1HGC35386
322	Ford Utility Interceptor	2017	179,040	1FM5K8ARXHGC35368
325	Ford Utility Interceptor	2017	car totaled	1FM5K8AR0HGC35380
331	Ford Utility Interceptor	2017	158,200	1FM5K8AR9HGC35376

As a part of the package, fifteen are 2023 Ford Explorer Interceptors and four are Ford Explorer Standard Base, with emergency lighting, sirens and gun loft. Police radios will be provided by the Sheriff's Office. Other recycled equipment from existing cars, such as radar units, printers and Axon cameras will also be installed in some of the new vehicles.

Recommended By: Chief Deputy Dominick Barcellona recommends the purchases.

Follow-Up Steps: Purchasing Department will issue County Purchase Orders accordingly.

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

Sponsored by: Keith McDonald, Committee Chairman

Submitted by: Operations and Administrative Committee

2023 CR

RESOLUTION TO APPROVE PURCHASE OF VEHICLES FOR SHERIFF'S DEPARTMENT WITH CIP PSST
2023 FUNDS

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

WHEREAS, the Sheriff's Department is in need of purchasing nineteen new vehicles, with equipment, to replace fourteen existing vehicles and add five to their fleet; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed the quotes for the vehicles, Resolution Exhibit A, as well as, the quotes for equipment, Resolution Exhibit B.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County will issue, on behalf of the County of Winnebago, Purchase Orders with MORROW BROTHERS FORD, 1242 MAIN STREET, GREENFIELD, ILLINOIS, 62044 in the dollar amount of NINE HUNDRED, SIXTY-THREE THOUSAND, AND TEN DOLLARS (\$963,010.00), as well as, multiple vendors for equipment in the dollar amount of TWO HUNDRED, TEN THOUSAND, NINE HUNDRED, FIFTY-SIX DOLLARS AND SIXTY-SIX CENTS (\$210,956.66) for a total amount not to exceed ONE MILLION, ONE HUNDRED, SEVENTY-THREE THOUSAND, NINE HUNDRED, SIXTY-SIX DOLLARS AND 66 CENTS (\$1,173,966.66), or other providers.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

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

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



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 11, 2023

Winnebago County Sheriff's Office

We have figured the following police vehicle for your consideration.

1-New 2023 Ford Police Interceptor Utility 3.3L Gasoline

Black Exterior, Cloth Front Bucket Seats, Vinyl Rear Split Bench
43D Dark Mode Interior, 51R Driver's Side LED Spotlight
47A Ignition Override System, 18D Rear Hatch Timer Delete
66B LED Taillight Warning, 66A Headlamp Warning
66C Rear LED Warning, 60A Grill Lamp/Speaker Wiring
63L Rear Quarter Glass Warning, 549 Power Heated Mirrors
68G Rear Locks/Windows/Handles Drive Controlled
59_ Fleet Keyed, 76R Reverse Sensing System
CLN Heated Interior COVID Sanitation Software
New Illinois Sheriff Plates and Title, Delivery to WCSO
All other standard equipment – Per attached page

Illinois Government Price \$41,380.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Richie Morrow Wellenkamp". The signature is fluid and cursive.

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

Winnebago County Sheriff Patrol Vehicle Warning Equipment

Fully Populated 48" Whelen Liberty II Super LED Light Bar
All Linear Super LED Light Heads Red/Blue/White
Super LED Take-Down Lights w/Wig-Wag
Full Scene Light Capability, Photocell
Integrated Traffic Advisor, LED Alley Lights
Integrated Traffic Preemption

Whelen Full Feature Siren w/ Howler Low Frequency
Wail, Yelp, Priority, Horn, PA.
Integrated Light Controls
100-Watt Siren Speaker

Whelen Microns in Grille, Sound-Off Under Mirror Intersector

Whelen Side Cargo Glass and Rear Pillar LED Warning

4-Corner LED Warning, Havis Console Per Customer Specifications

Dock, Printer, and Antennas Per Customer Specifications

Installation of Customer Video, APX7500 Radio, Dock, Radar

Grounding Wire for Mobile Radio Mic Clip

2nd Row Window Armor, Lund Loft Weapons Vault

Setina Front Prisoner Partition w/Weapons Recess

Setina Prisoner Transport Seat and Rear Cargo Barrier

All Parts, Labor and Professional Installation \$12,690.00



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 14, 2023

Winnebago County Sheriff's Office

We have figured the following police vehicle for your consideration.

1-New 2023 Ford Explorer Administrative 4x4

Black Exterior

New Illinois Passenger Plates and Title

Delivery to WCSO

All other standard equipment – Per attached page

Illinois Government Price \$37,990.00

Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.



03/02/2023

WINNEBAGO COUNTY
404 ELM STREET, SUITE 533
ROCKFORD, IL 61101

RE: Motorola Quote for Mobile radios
Dear Dominick Barcellona,

Motorola Solutions is pleased to present WINNEBAGO COUNTY with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WINNEBAGO COUNTY with the best products and services available in the communications industry. Please direct any questions to Dave Carter at dave@rockriverservice.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Dave Carter

Motorola Solutions Manufacturer's Representative

Billing Address:
 WINNEBAGO COUNTY
 404 ELM STREET, SUITE 533
 ROCKFORD, IL 61101
 US

Quote Date:03/02/2023
 Expiration Date:04/01/2023
 Quote Created By:
 Dave Carter
 dave@rockriverservice.com

End Customer:
 WINNEBAGO COUNTY
 Dominick Barcellona
 barcellona@wcso-il.us

Contract: 24302 - STARCOM21, IL
 DIT7016660

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	9	\$3,253.00	\$2,374.69	\$21,372.21
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	9	\$6.00	\$4.38	\$39.42
1b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	9	\$480.00	\$480.00	\$4,320.00
1c	G831AD	ADD: SPKR 15W WATER RESISTANT	9	\$66.00	\$48.18	\$433.62
1d	GA00580AA	ADD: TDMA OPERATION	9	\$495.00	\$361.35	\$3,252.15
1e	G51AU	ENH: SMARTZONE OPERATION APX6500	9	\$1,320.00	\$963.60	\$8,672.40
1f	G67DT	ADD: REMOTE MOUNT E5 APXM	9	\$327.00	\$238.71	\$2,148.39
1g	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	9	\$0.00	\$0.00	\$0.00
1h	G843AH	ADD: AES ENCRYPTION AND ADP	9	\$523.00	\$381.79	\$3,436.11
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	9	\$0.00	\$0.00	\$0.00
1j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	9	\$567.00	\$413.91	\$3,725.19



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	GA01670AA	ADD: APX E5 CONTROL HEAD	9	\$717.00	\$523.41	\$4,710.69
1l	W22BA	ADD: STD PALM MICROPHONE APX	9	\$79.00	\$57.67	\$519.03
1m	W969BG	ADD: MULTIKEY OPERATION	9	\$363.00	\$264.99	\$2,384.91
1n	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	9	\$47.00	\$34.31	\$308.79
1o	G361AH	ENH: P25 TRUNKING SOFTWARE APX	9	\$330.00	\$240.90	\$2,168.10
2	LSV00Q00202A	DEVICE PROGRAMMING	9	\$128.57	\$128.57	\$1,157.13
Grand Total				\$58,648.14(USD)		

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



applied concepts, inc.

QUOTE #2071475

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 03/02/23

Inside Sales Partner: Bart Hogue
+1-972-801-4864
barth@a-concepts.com

Reg Sales Mgr: Bill Johnson
972-398-3780
billj@stalkerradar.com

Effective From : 03/02/2023

Valid Through: 05/31/2023

Lead Time: 45 working days

Table with Bill To, Customer ID, Ship To, and shipping method information.

Summary table with columns: Grp, Qty, Package, Description, Wrrnty/Mo, Price, Ext Price.

Main item list table with columns: Ln, Qty, Part Number, Description, Price, Ext Price.

Group Total row showing total price of \$18,855.00.

Summary table for Product, Discount, Sub-Total, Sales Tax, Shipping & Handling, and Total: USD \$19,057.50.

Vehicle Information:
2023 Ford Interceptor SUV

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



Entré Computer Solutions
 8900 North 2nd Street
 Machesney Park IL 61115
 (815) 399-5664 FAX: (815) 399-5717

Date	Quote #
03/01/23	ENTQ46136-01

Customer: WINNEBAGO COUNTY SHERIFF'S

Dominick Barcellona
 650 WEST STATE STREET
 ROCKFORD, IL 61102
 USA

Phone: 815-319-6900
Fax: 815-962-8551

Ship To: WINNEBAGO COUNTY SHERIFF'S

Dominick Barcellona
 650 WEST STATE STREET
 ROCKFORD, IL 61102
 USA

Phone: 815-319-6900
Fax: 815-962-8551

Terms	Rep	Prepared by	P.O. Number	Ship Via
	Drew	Skylar		

Qty	Description	Unit Price	Ext. Price
9	Getac S410 S410 G4 LTE 14" Rugged Notebook - Intel Core i5 11th Gen i5-1135G7 - 16 GB Total RAM - 256 GB SSD - Windows 10 Pro - 4G - IEEE 802.11ax Wireless LAN Standard	\$2,562.58	\$23,063.22
9	Havis Docking Station - for S410 Notebook - Docking	\$1,051.45	\$9,463.05
9	Getac Vehicle Adapter - 120 W - 12 V DC, 24 V DC Input	\$103.95	\$935.55
9	Getac Bumper-to-Bumper - Extended Warranty - 5 Year - Warranty - Maintenance - Parts & Labor - Physical	\$1,064.66	\$9,581.94

NOTE:
 This proposal does not include a labor estimate.

SubTotal	\$43,043.76
Shipping/ Handling	\$200.00
Total (excluding Tax)	\$43,243.76

THIS IS NOT AN INVOICE

The content of this document is the property of Entré Computer Solutions and may not be disclosed in whole or in part with any third party without prior written consent from Entré.

For approval to order please sign and date in the space provided below and fax to our offices at (815) 399 5717 or send an email to your salesperson referencing the quote number at the top of the document and the pricing for all products.

Please note that pricing is subject to change without notice and tax is not calculated on quotes. All payment should be based on invoices.

Payment Terms: Net 10 days. Cash, ACH, or most credit cards are accepted.

Please note that there will be an additional 3.15% fee reflected on statements for all credit card payments.

NOTE: Pricing on this proposal is valid in the month it is quoted in.

Prohibition on hiring - Entre' prohibits your organization from hiring its employees for a period of 1 year from the date of our last transaction. A transaction can be defined as a quote, sales, project, or discussion in regard to your IT infrastructure. For more information on the legal aspects of this prohibition, please call or email a principle of Entre' Computer

Customer Signature _____ Date _____

03/01/23 13:27:02



Page 1



Entré Computer Solutions
 8900 North 2nd Street
 Machesney Park IL 61115
 (815) 399-5664 FAX: (815) 399-5717

Date	Quote #
02/28/23	ENTQ46136

Customer: WINNEBAGO COUNTY SHERIFF'S
 Dominick Barcellona
 650 WEST STATE STREET
 ROCKFORD, IL 61102
 USA

Phone: 815-319-6900
Fax: 815-962-8551

Ship To: WINNEBAGO COUNTY SHERIFF'S
 Dominick Barcellona
 650 WEST STATE STREET
 ROCKFORD, IL 61102
 USA

Phone: 815-319-6900
Fax: 815-962-8551

Terms	Rep	Prepared by	P.O. Number	Ship Via
	Drew	Skylar		

Qty	Description	Unit Price	Ext. Price
6	Getac S410 S410 G4 LTE 14" Rugged Notebook - Intel Core i5 11th Gen i5-1135G7 - 16 GB Total RAM - 256 GB SSD - Windows 10 Pro - 4G - IEEE 802.11ax Wireless LAN Standard	\$2,562.58	\$15,375.48
6	Havis Docking Station - for S410 Notebook - Docking	\$1,051.45	\$6,308.70
6	Getac Vehicle Adapter - 120 W - 12 V DC, 24 V DC Input	\$103.95	\$623.70
6	Getac Bumper-to-Bumper - Extended Warranty - 5 Year - Warranty - Maintenance - Parts & Labor - Physical	\$1,064.66	\$6,387.96

NOTE:
 This proposal does not include a labor estimate.

SubTotal	\$28,695.84
Shipping/ Handling	\$200.00

THIS IS NOT AN INVOICE

Total (excluding Tax) \$28,895.84

The content of this document is the property of Entré Computer Solutions and may not be disclosed in whole or in part with any third party without prior written consent from Entré.
 For approval to order please sign and date in the space provided below and fax to our offices at (815) 399 5717 or send an email to your salesperson referencing the quote number at the top of the document and the pricing for all products.

Please note that pricing is subject to change without notice and tax is not calculated on quotes. All payment should be based on invoices.

Payment Terms: Net 10 days. Cash, ACH, or most credit cards are accepted.

Please note that there will be an additional 3.15% fee reflected on statements for all credit card payments.

NOTE: Pricing on this proposal is valid in the month it is quoted in.

Prohibition on hiring - Entre' prohibits your organization from hiring its employees for a period of 1 year from the date of our last transaction. A transaction can be defined as a quote, sales, project, or discussion in regard to your IT infrastructure. For more information on the legal aspects of this prohibition, please call or email a principle of Entre' Computer

Customer Signature _____ Date _____

02/28/23 10:57:00



Page 1



3240 Mike Collins Drive
 Eagan, MN 55121
 888-683-9665 Toll free
 651-683-9740 Fax

Quotation

Date	Estimate #
2/28/2023	296456

Bill To
Winnebago County Sheriff's Police Deputy Chief Dominick Barcellona 650 W. State Street Rockford, IL 61102

Ship To
Winnebago County Sheriff's Police Dominick Barcellona 650 W. State Street Rockford, IL 61102

Terms	Est. Delivery from art approval	Rep	Project Name	
Net 30	2 weeks	Dani	Vehicle Graphics	
Qty	Description	Price	Total	
6	ULT-2133 (No Stripes - Regular County Sheriff Version) Reflective Graphic kits for 2023 Black Ford SUV Explorers (Unit #'s 365-370) with Star, SHERIFF for hood/rear and website; www.winnebagoheriff.com and EMERGENCY 911 for rear QP's. Also includes Accreditation Seal for C-Pillars.	315.00	1,890.00	
	Estimated Shipping/Handling	50.00	50.00	

This estimate is based on plans and specifications provided at the time the estimate was given. Changes requested by the customer may cause a change in the quoted price. Freight will be added to the invoice unless other arrangements are made. This quote is valid for 30 days.

Authorization Signature and Date

X _____

Subtotal	\$1,940.00
Sales Tax (0.00)	\$0.00
Total	\$1,940.00

Tri-City Emergency Vehicle Services

9934 North Alpine Rd, Suite 105

Machesney Park, IL 61115

Phone: 815-633-2778 Fax: - -

Sub Estimate For Or

057251

Estimate for Services

Estimate Date : 3/1/2023

WCSC - Sheriffs Office, Winnebago County

650 W STATE ST

Rockford, IL 61102

Office: 815-319-6312 Fax: 815-962-8551

2022 Ford - Police Interceptor Utility -

Lic # : - IL

Odom. In: 0

Unit # : 2022 ESTIMATE

VIN # :

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
Grille light - ION (red) <i>WH IONR</i>	1.00	122.50	122.50	EMERGENCY EQUIPMENT - Install:	2,500.00
Grille light - ION (blue) <i>WH IONB</i>	1.00	122.50	122.50	Lights Grille (2 ION, red & blue) Front intersection (2 ION mini-T, red/blue) Cargo side window (2 wide-angle ION, red/blue) Rear window interior (2 ION, red & blue), includes vehicle-specific covers Hatch bottom (2 ION T, red & blue) Tail lamp flasher (SoundOff P) Windshield light (FS XStream dual head, red/blue/white) w/ visor mount for 2020+ PIU	
F intersection light - ION mini-T (red/blue) <i>WH TLMIJ</i>	2.00	118.00	236.00	Other equipment: Remote siren (Alpha SL) Siren / light controller (Feniex 4200 Mini) Siren speaker & vehicle-specific bracket (Whelen) Dual-band radio (w/ base & head) and speaker w/ new antenna cables, roof Starcom antenna & weather cap Ignition override (Secure Idle) Weapon storage compartment (cargo headliner area) w/ non-partition mount kit and gun lock timer (LOFT)	
Cargo side window light - wide-angle ION (red/blue) <i>WH WIONJ</i>	2.00	122.50	245.00		
Rear window light - ION (red) <i>WH IONR</i>	1.00	122.50	122.50		
Rear window light - ION (blue) <i>WH IONB</i>	1.00	122.50	122.50		
Rear window ION cover <i>FD 13B46-</i>	2.00	58.00	116.00		
Hatch bottom light - ION T (red) <i>WH TLIR</i>	1.00	133.50	133.50	SHIPPING	185.00
Hatch bottom light - ION T (blue) <i>WH TLIB</i>	1.00	133.50	133.50		
Tail light flasher (SO -P) <i>SO ETFBSSN-P</i>	1.00	62.00	62.00	NOTE: This estimate is for ONE car.	
Windshield light. dual head (FS XStream, red/blue/white) <i>FS XSM2-BRW</i>	1.00	335.00	335.00		
Windshield light visor mount kit for 2020+ PIU <i>FS XSMBKT11</i>	1.00	83.50	83.50		
Antenna cable - RG58/U, 20 ft <i>ANTCAB MB8U</i>	2.00	24.01	48.02		
Antenna cable connector - mini-UHF, male <i>ANTCABCON MINUHF</i>	2.00	3.86	7.72		
Antenna mast - 3.3" Starcom <i>ANTWHIP</i>	1.00	14.84	14.84		
Antenna weather cap <i>ANTWCAP QWRCB</i>	1.00	9.20	9.20		
Ignition override (Secure Idle) <i>SI 340U</i>	1.00	152.00	152.00		
Lower quarter panel clip <i>FD LB5Z-78550A82-AB</i>	1.00	30.71	30.71		
Siren/light controller (Feniex 4200 Mini) <i>FE C-4010</i>	1.00	138.50	138.50		
Remote siren (Alpha SL) <i>WH ALPHASL</i>	1.00	243.00	243.00		

Tri-City Emergency Vehicle Services

9934 North Alpine Rd, Suite 105
 Machesney Park, IL 61115
 Phone: 815-633-2778 Fax: - -

Sub Estimate For Or

057251

Estimate for Services

Estimate Date : 3/1/2023

WCSCO - Sheriffs Office, Winnebago County
 650 W STATE ST
 Rockford, IL 61102
 Office: 815-319-6312 Fax: 815-962-8551

2022 Ford - Police Interceptor Utility -
 Lic # : - IL
 Unit # : 2022 ESTIMATE
 VIN # :

Odom In: 0

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
Siren speaker & bracket (Whelen) <i>WH SA315P / SAK66D</i>	1.00	260.00	260.00		
LOFT weapon tray w/ std gun lock (Lund) <i>LI-LOFT-PIU20-GV</i>	1.00	728.00	728.00		
LOFT non-partition mount kit <i>LULOFT-PIU20-NPKIT</i>	1.00	175.00	175.00		
Gun lock release timer (Santa Cruz) <i>STUSA SC-7009</i>	1.00	51.50	51.50		
Electrical parts & supplies (wire, cable, fuses, relays, etc.) <i>EPS</i>	1.00	303.30	303.30		

Parts/Supplies: 3,996.29 Labor: 2,685.00 Total: \$ 6,681.29

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within ___ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts ____ NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-466048-44994.082JB

Issued: 03/08/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 07/01/2023

Account Number: 198594

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery; Invoice-650 W State St 650 W State St Rockford, IL 61102-2201 USA	Winnebago County Sheriffs Office - IL 650 W State St Rockford, IL 61102-2201 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Anthony Miceli Phone: 815-877-5519 Email: micella@wco-il.us Fax:

Quote Summary

Program Length	12 Months
TOTAL COST	\$26,118.00
ESTIMATED TOTAL W/ TAX	\$26,118.00

Discount Summary

Average Savings Per Year	\$10,750.32
TOTAL SAVINGS	\$10,750.32

Payment Summary

Date	Subtotal	Tax	Total
Jun 2023	\$26,118.00	\$0.00	\$26,118.00
Total	\$26,118.00	\$0.00	\$26,118.00

Quote Unbundled Price: \$36,868.32
 Quote List Price: \$26,118.00
 Quote Subtotal: \$26,118.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet2-TAP	Fleet 2 Without TAP	9	12	\$193.54	\$94.00	\$94.00	\$10,152.00	\$0.00	\$10,152.00
A la Carte Hardware									
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	9			\$1,449.00	\$1,449.00	\$13,041.00	\$0.00	\$13,041.00
11595	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, MAG, BL	9			\$325.00	\$325.00	\$2,925.00	\$0.00	\$2,925.00
Total							\$26,118.00	\$0.00	\$26,118.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 2 Without TAP	71088	AXON FLEET 2 KIT	9	06/01/2023
A la Carte	11595	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, MAG, BL	9	06/01/2023
A la Carte	11634	CRADLEPOINT IBR900-1200M-B-NPS-5YR NETCLOUD	9	06/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 2 Without TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	18	07/01/2023	06/30/2024
Fleet 2 Without TAP	87050	FLEET VIEW XL LICENSE	9	07/01/2023	06/30/2024

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 2 Without TAP	80397	EXT WARRANTY, FLEET 2 KIT	9	06/01/2024	06/30/2024

Payment Details

Jun 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	Fleet2-TAP	Fleet 2 Without TAP	9	\$10,152.00	\$0.00	\$10,152.00
Invoice Upon Fulfillment	11595	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, MAG, BL	9	\$2,925.00	\$0.00	\$2,925.00
Invoice Upon Fulfillment	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	9	\$13,041.00	\$0.00	\$13,041.00
Total				\$26,118.00	\$0.00	\$26,118.00



Resolution Executive Summary

Prepared By: Purchasing Department
Committee Name: Operations and Administrative Committee
Committee Date: April 20, 2023
Board Date: April 27, 2023
Resolution Title: Resolution Awarding Joint Pest Control Services

Budget Information

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

Background Information:

All Winnebago County owned facilities require pest control services, which consists of labor and materials for the purpose of controlling rodents, roaches, ants, spiders, centipedes, silverfish, earwigs, beetles, and other insects/pests in County facilities.

In 2018, the County was included the Rockford Park District's Bid #18-2199 Joint Purchasing Pest Control Services as part of a joint purchasing initiative with other local entities. Pearson Plumbing, Heating & Pest Control was the lowest responsive and responsible bidder and was awarded the multi-year contract.

The contact expired March 31, 2023 and a new joint solicitation was issued by the Rockford Park District with the County of Winnebago requirements jointly included in a Request for Quotes for Joint Pest Control Services. The formal quotes were due on March 31, 2023 and Pearson Plumbing, Heating & Pest Control was again the lowest responsive and responsible bidder. See Resolution Exhibit A Bid Tab for specifics.

Recommended By:

Shawn Franks, Facilities Engineer, recommends awarding pest control services to Pearson Plumbing, Heating & Pest Control.

Contract/Agreement Information:

The contract is for an initial one-year term with four (4) additional one-year renewal options, not to exceed a total of five (5) years.

Follow-Up Steps:

Facilities Maintenance will work with the successful vendor on the pest control services schedule.

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

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

2023 CR

RESOLUTION AWARDING JOINT PEST CONTROL 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 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, all County of Winnebago owned facilities need pest control services; and,

WHEREAS, the County participated in a joint solicitation with the Rockford Park District's Request for Quotes for Joint Purchasing of Pest Control Services; and,

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

PEARSON PLUMBING, HEATING & PEST CONTROL
2415 20TH STREET
ROCKFORD, ILLINOIS, 61104
(See Bid Tab for Pricing - Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Director of Purchasing is authorized to execute a contract award, on behalf of the County of Winnebago, with PEARSON PLUMBING, HEATING & PEST CONTROL, 2415 20TH STREET, ROCKFORD, ILLINOIS, 61104.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

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

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

Resolution Exhibit A Bid Tab

**RFQ TAB
23B-2280 JOINT PEST CONTROL SERVICES-
MARCH 31, 2023**

Summary 2023 Joint Purchase of Pest Control Services at Various Rockford Park District and Winnebago County Locations Quote Opening: 3/31/2023	Pearson Plumbing, Heating & Pest Control 2415 20th Street Rockford, IL 61104
County of Winnebago Locations	Monthly fee
Administration Building	\$50.00
Adult Probation	\$45.00
Courthouse	\$80.00
Excelsior	\$45.00
Juvenile Detention Center	\$85.00
Juvenile Justice Center	\$40.00
Maintenance Garage	\$40.00
Memorial Hall	\$45.00
Old Courthouse	\$40.00
Public Safety Building	\$45.00
River Bluff Nursing Home	\$150.00
Winnebago County 911	\$40.00
Winnebago County 555 Court Street	\$60.00
Winnebago County Animal Services	\$40.00
Winnebago County Criminal Justice	\$195.00
Winnebago County Health Department	\$40.00
Winnebago County Highway Department	\$90.00
Heat Treatment, per application	\$1,500.00

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

2023 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: ANGIE GORAL, JAIME SALGADO, JOE HOFFMAN

**RESOLUTION AMENDING THE ORGANIZATIONAL STRUCTURE OF THE
RIVER BLUFF NURSING HOME BOARD OF DIRECTORS**

WHEREAS, on October 27, 2022, the County Board of the County of Winnebago, Illinois adopted a resolution, (2022-CR-142), which established the River Bluff Nursing Home Board of Directors (RBNH Board); and

WHEREAS, pursuant to said resolution, the RBNH Board shall be comprised of nine (9) members, including one (1) County Board member, and shall further be appointed by the Winnebago County Board Chairman with the advice and consent of the Winnebago County Board; and

WHEREAS, on February 23, 2023, nine (9) members for the RBNH Board were appointed by the Winnebago County Board Chairman and approved by the Winnebago County Board; and

WHEREAS, the Winnebago County Board desires to amend the organizational structure of the RBNH Board to increase the total number of members from nine (9) to eleven (11) to allow for additional experienced and capable individuals to represent the interests of River Bluff Nursing Home and the residents of Winnebago County.

THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the River Bluff Nursing Home Board of Directors shall be comprised of eleven (11) total members, including one (1) County Board member, and appointed by the Winnebago County Board Chairman with the advice and consent of the Winnebago County Board

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board shall prepare and deliver certified copies of this Resolution to the Administrator of River Bluff Nursing Home and the County Administrator.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

Agree

Disagree

Keith McDonald, Chairman

Keith McDonald, Chairman

Valerie Hanserd

Valerie Hanserd

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

Michael Thompson

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

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

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

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

2023 CO _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**AN ORDINANCE AMENDING “ORDINANCE 2018 CO 092”, PROHIBITING
THE USE OF GROUND WATER AS A POTABLE WATER SUPPLY BY THE
INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY
ANY OTHER METHOD**

WHEREAS, on October 11, 2018, the County Board of Winnebago County, Illinois (County) adopted an ordinance, 2018 CO 092, which prohibited the use of ground water as a potable water supply by the installation or use of potable water supply wells or by any other method for certain properties located with the county; and

WHEREAS, said ordinance was also codified, in part, as Section 50-15 of the Winnebago County Code of Ordinances; and

WHEREAS, certain property owners made a request to the County to amend the 2018 ordinance and allow their specific properties to be excluded from said ordinance; and

WHEREAS, pursuant to and by approval of this amended ordinance, certain properties in unincorporated Winnebago County, Illinois, have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain constituents in the groundwater beneath the County may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the above-described potential exceedances of Class 1 groundwater quality standards are not anticipated in the County’s deeper aquifers; and

WHEREAS, Winnebago County desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois:

Section One. Groundwater Use Restriction Area.

Subject to the last sentence of this Section One, the use or attempted use of groundwater as a potable water supply from within the area shown by the dashed line on Exhibit A, attached to and made part of this ordinance, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes Winnebago County. Notwithstanding the foregoing, the use or attempted use of groundwater as a potable water supply drawn from the Ironton-Galesville aquifer or a deeper aquifer within the properties indicated by a dotted line on Exhibit A, identified by PINs 16-31-100-020, 16-31-376-012, 16-31-376-009, 16-31-376-010, 16-31-376-013, 16-13-100-017 and 16-31-100-021, is not prohibited.

Section Two. Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of up to One Thousand Dollars (\$1,000.00) for each violation.

Section Three. Definitions.

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

“Potable water” is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section Four. Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section Five. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section Six. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

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 _____, 2023.

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

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, TIANA J. McCALL, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

AN ORDINANCE PROHIBITING THE USE OF GROUND WATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

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 27th DAY OF NOVEMBER, 2018.

TIANA J. McCALL, Winnebago County Clerk

BY: Angela Reina Deputy County Clerk

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

Submitted by: Operations & Administrative Committee

2018 CO 092

**AN ORDINANCE PROHIBITING THE USE OF GROUND WATER AS A
POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE
WATER SUPPLY WELLS OR BY ANY OTHER METHOD**

WHEREAS, certain properties in unincorporated Winnebago County, Illinois, have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the County may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, Winnebago County desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF WINNEBAGO COUNTY, ILLINOIS:

Section One.

The use or attempted use of groundwater as a potable water supply from within the area shown on Exhibit A, attached to and made part of this ordinance, by the installation or drilling of wells or by any other method, is hereby prohibited. This prohibition expressly includes Winnebago County.

Section Two. Penalties

Any person violating the provisions of this ordinance shall be subject to a fine of up to One Thousand Dollars (\$1,000.00) for each violation.

Section Three. Definitions .

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section Four. Repealer .

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section Five. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section Seven. Effective date.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

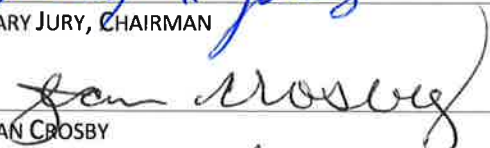
Respectfully Submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

DISAGREE


GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN


JEAN CROSBY

JEAN CROSBY


ANGIE GORAL

ANGIE GORAL


JOE HOFFMAN

JOE HOFFMAN


KEITH McDONALD

KEITH McDONALD


ELI NICOLOSI

ELI NICOLOSI


DOROTHY REDD

DOROTHY REDD

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

Winnebago, Illinois this 12th day of October, 2018.

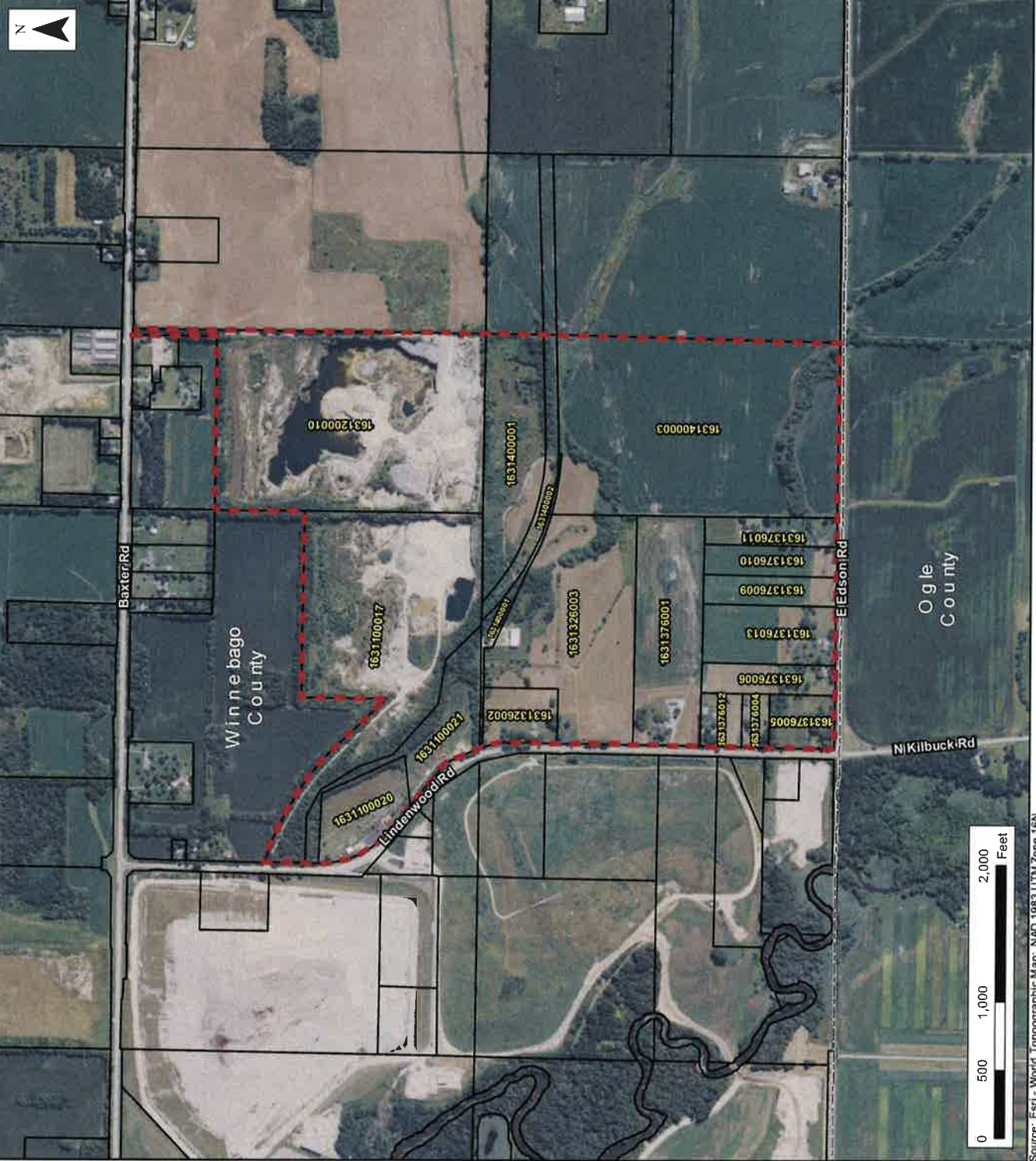

FRANK HANEY
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:


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

DRAWN BY: GIS

REVISED: 03/15/2018. SCALE: 1:12,500 when printed at 8.5x11



- Legend**
- Groundwater Use Restriction Area
 - County Boundary
 - Parcel Boundary

Exhibit A
Groundwater Use
Restriction Area Map
 Acme Solvent Reclaiming Inc. Site
 Winnebago County, Illinois



Source: Esri - World Topographic Map; NAD 1983 UTM Zone 16N

(24)

COMMITTEE: Operations & Administrative

SUBJECT: Ord. Prohibiting Use of Ground Water Supply by the Installation or Use of Portable Water Supply Wells

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. BIONDO, TED	✓				
2. BOOKER, AARON	✓				
3. BOOMER, DAVID	✓				
4. CROSBY, JEAN	✓				
5. FELLARS, DANIEL	✓				
6. FIDUCCIA, DAVID	✓				
7. GERL, BURT				✓	
8. GORAL, ANGIE	✓				
9. HOFFMAN, JOE	✓				
10. JURY, GARY	✓				
11. KELLEY, DAVID	✓				
12. MCDONALD, KEITH	✓				
13. NICOLOSI, ELI	✓				
14. REDD, DOROTHY	✓				
15. SALGADO, JAIME	✓				
16. SCHULTZ, STEVE	✓				
17. TASSONI, DAVID	✓				
18. WEBSTER, JIM	✓				
19. WESCOTT, FRED				✓	
20. WILSON, L.C.	✓				
TOTALS <i>Unanimous Vote</i>	18			2	

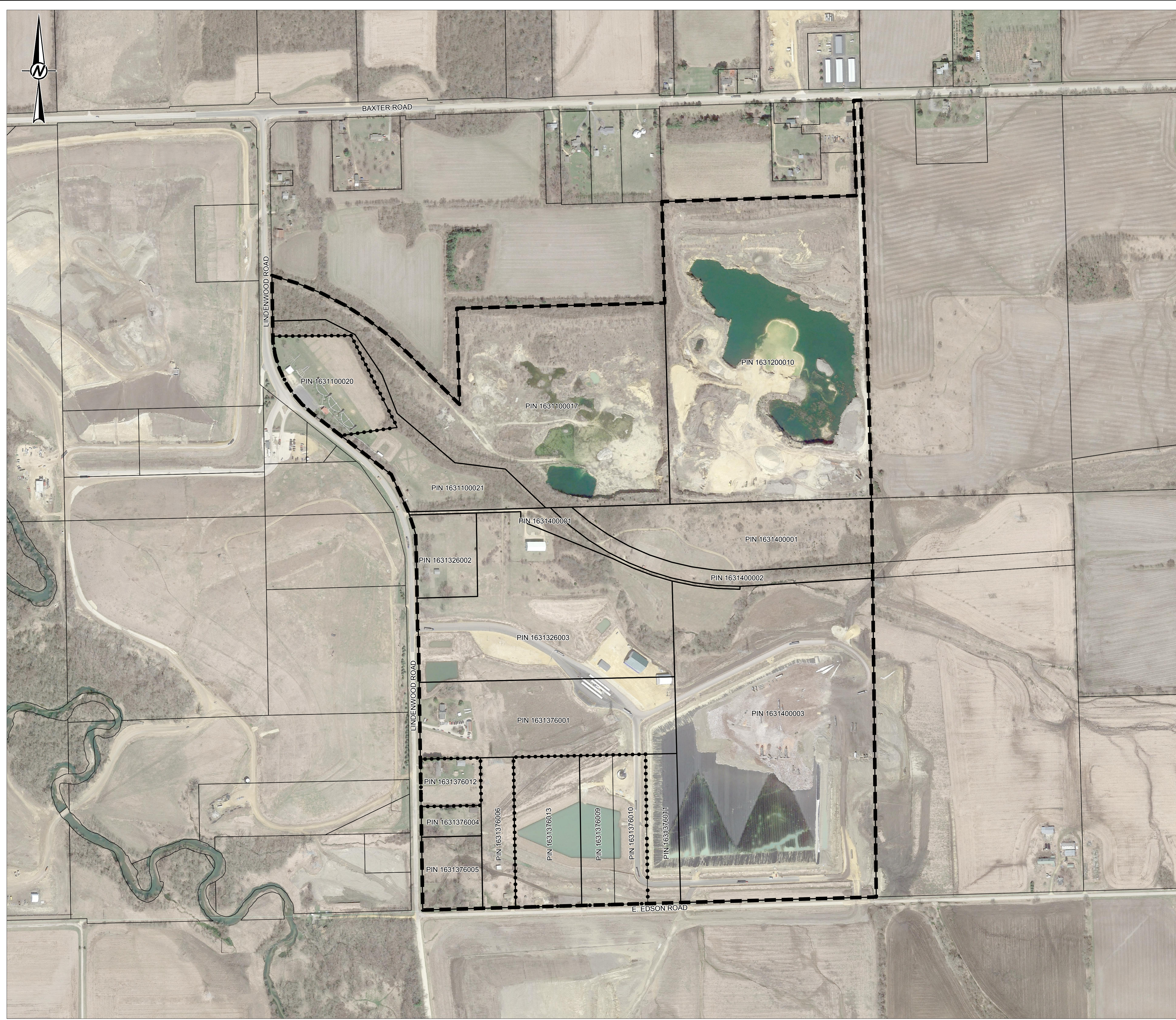
(54) Suspend

COMMITTEE: Operations & Administrative

SUBJECT: Ordinance Prohibiting the Use of Ground Water Supply by the Installation or Use of Portable Water Supply Wells or Any Other Method

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. BIONDO, TED					
2. BOOKER, AARON					
3. BOOMER, DAVID					
4. CROSBY, JEAN					
5. FELLARS, DANIEL					
6. FIDUCCIA, DAVID					
7. GERL, BURT				✓	
8. GORAL, ANGIE					
9. HOFFMAN, JOE					
10. JURY, GARY					
11. KELLEY, DAVID					
12. MCDONALD, KEITH					
13. NICOLOSI, ELI					
14. REDD, DOROTHY					
15. SALGADO, JAIME					
16. SCHULTZ, STEVE					
17. TASSONI, DAVID					
18. WEBSTER, JIM					
19. WESCOTT, FRED				✓	
20. WILSON, L.C.					
TOTALS Voice Vote	18			2	

Path: \\golder-gis-complex\data\office\laurel\Cadd\Projects\Acme\Soil\Rockford\Twp\199_PROJ\PROJECTS\20144696\0002_Land\Agreement\02_PRODUCTION\DWG1 | File Name: 20144696-0002-009.dwg | Last Edited By: amorales Date: 2022-07-18 Time: 2:47:33 PM | Printed By: AMorales Date: 2022-07-18 Time: 3:37:02 PM



LEGEND

--- GROUNDWATER USE RESTRICTION ORDINANCE AREA

REFERENCE(S)

1. PARCEL BOUNDARIES TAKEN FROM KOORDINATES.COM
2. AERIAL FROM GOOGLE EARTH PRO (2021)

0 300 600
1" = 300' FEET

CLIENT _____

PROJECT _____

TITLE
EXHIBIT A

CONSULTANT	YYYY-MM-DD	2022-06-17
	DESIGNED	KT
	PREPARED	GLS
	REVIEWED	
	APPROVED	

PROJECT NO.	CONTROL	REV.	FIGURE
20144696	0002-009	A	

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ARCH D

Fact Sheet

October 2022

Acme Solvents RD/RA Group

Background

From the 1960s to 1970s, Acme Solvent Reclaiming Inc. (the Acme Company) disposed of waste liquids and sludge on its 20-acre site located on Lindenwood Road in Winnebago County, IL. The Acme Company transported these materials to the Site from its nearby solvent recycling business.

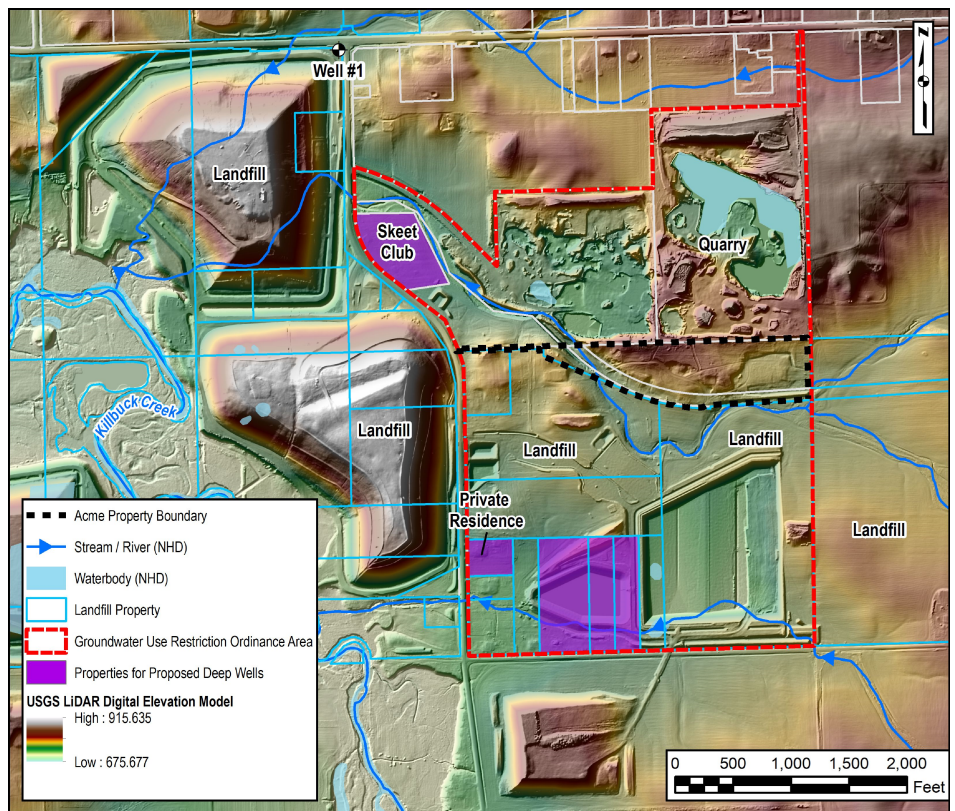
In 1981, State investigations found volatile organic compounds (VOCs) and other contaminants in the soil and groundwater on the Site. The U.S. Environmental Protection Agency (USEPA) in 1983 added the 20-acre Site to its Superfund program's National Priorities List.

In 1992, the USEPA entered into a Consent Decree with 31 parties, collectively referenced as the Acme Solvents RD/RA Group (the Group). The majority of these parties had hired the Acme Company to reclaim their used solvents from their manufacturing operations, allowing them to be reused.

Because the Acme Company was insolvent, the Group agreed to clean up the soil and groundwater contaminated by the Acme Company's operations. As part of the remedy for the Site and per the USEPA's direction, the Group closed nearby shallow drinking water wells and constructed an alternate water supply (AWS) for affected parcels near the Site.

In collaboration with the USEPA, the Group has conducted significant cleanup of the Site, including removing and treating contaminated soil, installing and operating a soil-vapor extraction system, installing and operating a groundwater pump-and-treat system, and constructing an AWS pipeline to serve the affected neighboring properties.

Additionally, Winnebago County passed in November 2018 County Ordinance 2018 CO 92 to prohibit installation



of wells for drinking water at the Site and a number of surrounding parcels. The Group continues regularly to monitor groundwater quality at the Site and surrounding area and is conducting additional work to finalize cleanup and remediation of the Site.

Historical Land Use

In the 1980s, agriculture, quarrying, single-family dwellings and landfill operations were the primary uses of the land surrounding the Site. Over time, Winnebago Reclamation Services (WRS), the primary landfill operator, acquired property in the area and expanded operations.

Today, the area largely is industrial. WRS owns and operates landfills to the west, south and east of the Site. The Northern Illinois Rifle & Pistol Club (NIRPC), the Rockford Skeet Club (acquired by NIRPC) and a quarry bound the Site to the north.

How nearby parcels receive water

For almost 30 years, the Group has purchased and provided water via the AWS pipeline from a supply well operated by neighboring WRS. This large supply well (the Great Well or Well 1), is northwest of the Site, outside the current footprint of the County ordinance.

Today, only two remaining properties (a private residence and the Rockford Skeet Club) listed under the Consent Decree continue to use drinking water provided by the Group; however, WRS in 2019 terminated the agreement providing the Group's access to supply Well 1, and WRS asserted its right to disconnect the water supply at any time and without notice.

As a result, the Group has been seeking a clean, reliable, convenient and permanent AWS for the remaining two nearby property owners, continuing to fulfill its obligations under the Consent Decree.

(Continued on opposite side.)

The Ironton-Galesville Solution

The Group and its experienced team of environmental and engineering consultants have considered all options, and with no nearby municipal water supply, have determined the only safe and viable water supply in the area is at depths below the impacted upper aquifer under the Site. Tapping into this safe, deep-water supply involves installing and operating new wells in the deep Ironton-Galesville aquifer.

In September 2022, the USEPA approved the Group's use of the Ironton-Galesville wells as the AWS source of drinking water to serve the two properties, the Rockford Skeet Club and the remaining occupied residence in the groundwater ordinance area.

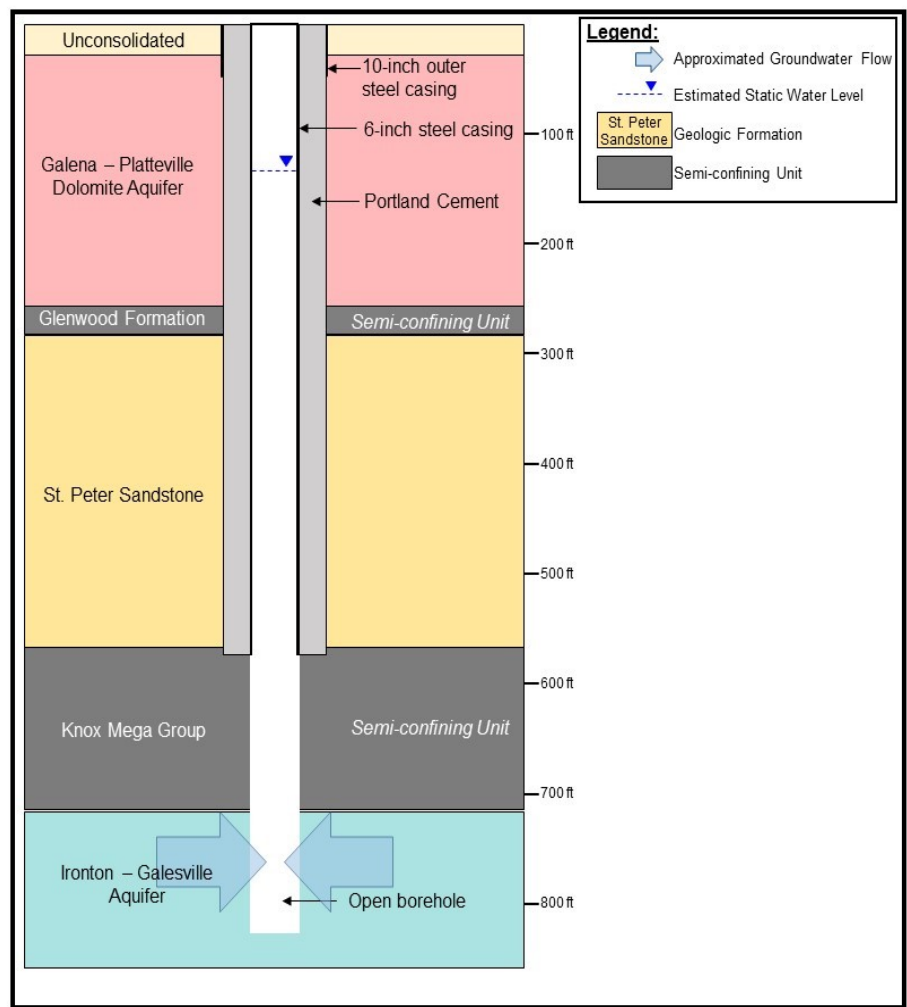
The aquifer system within the footprint of the County Ordinance has multiple layers, that together, extend hundreds of feet below ground surface. The water-bearing layers include the shallow Galena-Platteville, the intermediate St. Peter Sandstone, and the deep Ironton-Galesville aquifer.

Estimated to be more than 700 feet deep near the Site, the Ironton-Galesville aquifer is highly productive, yielding up to 500 gallons per minute of drinking water. The shallow Galena-Platteville is the most vulnerable to industrial and commercial operations.

In contrast, the deep Ironton-Galesville is protected naturally by two rock layers called "semi-confining layers," that inhibit downward flow.

To prevent downward flow from the Galena to the Ironton-Galesville, the Group will "seat and seal" wells into confining layers and fill outside the casing with cement grout, thereby isolating and protecting the Ironton-Galesville aquifer, as required by the Illinois Water Well Construction Code.

Proposed Well Construction



Ordinance to support the AWS

The November 2018 ordinance prohibits the installation of wells for drinking water at the Site and a number of surrounding parcels, regardless of the well depth. The Group is requesting Winnebago County modify the Ordinance to allow access to the Ironton-Galesville aquifer, which will preserve the protections of the Ordinance while allowing the only viable option for the two affected parcels to continue to receive water.

Supplying water to the private residence and the NIRPC-owned Rockford Skeet Club remains the Group's obligation under the Consent Decree, and in the absence of any nearby municipal water supply, tapping into the Ironton-Galesville aquifer remains the only option to serve these parcels.

The Group also is requesting the Ordinance amendment allow potential installation of an Ironton drinking water well on certain parcels owned by the Landfill, with the ultimate goal of replacing the Landfill's well now installed in the St. Peter Sandstone. The location of these parcels is close to one of the USEPA-approved areas farther from the Site that will receive a new deep well.



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Fax 312-715-5155
www.quarles.com

Attorneys at
Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Tampa
Tucson
Washington,
D.C.

VIA E-MAIL

Writer's Direct Dial: 312-715-5158
E-Mail:
Michael.Mostow@quarles.com

Lafakeria S. Vaughn
Chief of the Civil Bureau
Winnebago County State's Attorney's Office
400 W. State Street, Suite 804
Rockford, IL 61101

**RE: Amendment to Ordinance 2018 CO 092 Prohibiting
the Use of Groundwater for Potable Purposes**

Dear Ms. Vaughn:

As we discussed, I am writing to summarize the request of the Acme Solvents RD/RA Group ("Group") to amend Ordinance 2018 CO 092, and to confirm that the Group would like the County to consider our request separately from the similar petition of the Northern Illinois Rifle and Pistol Club ("NIRPC"). I have also enclosed a Fact Sheet that the County may find useful. The Group asks that the Operations and Administrative Committee consider the Group's request during the Committee's October 20, 2022 meeting.

Summary

In 1993, the Group and Winnebago Reclamation Service ("WRS") entered into an agreement whereby the Group purchased potable water from WRS' supply well, often referred to as Well #1 or the GREATS Well. The Group provided this drinking water to certain properties near the Acme site, as required by the 1992 Consent Decree between Group members and USEPA. The Group does not own any property in the Ordinance area. Rather, the Group is connected to the Acme site by the 1992 Consent Decree.

In 2019, WRS terminated the 1993 agreement and told the Group that WRS could shut off the Group's access to Well #1 at any time and without notice. That action prompted the Group to find an alternative way to fulfill its Consent Decree obligations to provide potable water to the remaining parcels still entitled to the water.

The only viable means is to install wells in the Ironton-Galesville aquifer. USEPA approved that method in September 2022, and in its 2022 Five Year Review of the Acme site, USEPA targeted the installation of the Ironton wells by the end of 2022.

For the Group to install the wells, the County must amend Ordinance 2018 CO 092 to allow Ironton-Galesville potable wells at parcels PIN 1631100020, which is owned by NIRPC and

Lafakeria S. Vaughn
October 13, 2022
Page 2

operated by the Rockford Skeet Club, and PIN 1631376012, which is owned by the only residents in the Ordinance area. If the County amends the Ordinance, the Group intends to install these wells as soon as possible. Once installed, the wells would be owned by the property owners and subject to transfer the same as any improvement to real property, like a house or outbuilding.

As part of an agreement the Group is negotiating with WRS and its affiliate, the Winnebago Landfill Company ("WLC"), the Group has also requested that the County amend the Ordinance to allow an Ironton well on the parcels owned by WRS or WLC, PINs 1631376013, 1631376009, and 1631376010.

Last, the July 5, and July 20, 2022 letters and the attached Fact Sheet explain the technical reasons why installation of Ironton-Galesville wells will yield safe, potable water.

NIRPC

In July and September 2022, counsel for NIRPC asked that two other parcels NIRPC owns be added to the Group's request to amend the Ordinance, in addition to NIRPC's adjacent Rockford Skeet Club parcel. As the Group has stated before, the Group has no opinion at this time regarding NIRPC's request. The Group, however, asks that the County's consideration of NIRPC's request be considered separately from the Group's. Explained above, the Group urgently needs the amendment and wants to avoid any potential distractions.

If the County has any questions, please contact me. We appreciate your time and attention.

Best regards,



Michael S. Mostow

MSM:rm
Attachment

cc: Todd Marshall, Winnebago County
Lolita Hill, USEPA
Nicole Wilson, IEPA
Dave Crass (Landfill Counsel)
Steve Finn, Golder (Group Project Coordinator)

Attachment: Fact Sheet