



# WINNEBAGO COUNTY

— ILLINOIS —

## AGENDA

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

Thursday, April 27, 2023  
6:00 p.m.

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**..... Board Member John Penney
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 – Brad Long, Tax Fraud, Con  
Rev. Earl Dotson, Sr., West Side Rockford Redevelopment, Pro
6. **Approval of Minutes** ..... Chairman Joseph Chiarelli
  - A. Approval of March 23, 2023 minutes
  - B. Layover of April 13, 2023 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. Ordinance for a Budget Amendment Contract The Summerill Group, LLC, Intergovernmental Agreement (IGA) Solutions for Federal Detainees Consultants to be Laid Over
- 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 Vintage @501, Ltd
- D. Operations and Administrative Committee.....**Keith McDonald, Committee Chairman**
1. Committee Report
  2. Resolution Approving a Proposal for the Professional Services of Larson & Darby Group for Winnebago County Courthouse Code Compliance Repairs
  3. Resolution to Approve Purchase of Vehicles for Sheriff’s Department with CIP PSST 2023 Funds
  4. Resolution Awarding Joint Pest Control Services
- E. Public Works Committee .....**Dave Tassoni, Committee Chairman**
1. Committee Report
  2. (23-009) Resolution Authorizing a Joint Funding Agreement with the State of Illinois for the Belvidere Road Safety Project and for Appropriating Local Funds.  
 (Section: 21-00689-00-SP)  
 Total Cost: \$2,318,625.16 C.B. District: 3, 7  
 County: \$925,000
  3. (23-010) Resolution Authorizing a Joint Funding Agreement with the State of Illinois for the Perryville Path Extension and for Appropriating County Highway Funds.  
 (Section: 21-00633-01-BT)  
 Total Cost: \$820,600 C.B. District: 6, 7,  
 County: \$160,000
  4. (23-011) Resolution Authorizing an Agreement with Axim Geospatial, LLC for Professional Services (Section 22-00707-00-ES)  
 Cost: \$434,254.24 (100% reimbursable by SPR Grant) C.B. District: County Wide  
 County: \$00.00
  5. (23-012) Resolution Awarding Bid for Vegetation Control  
 Cost: \$18,760 (2023 season) C.B. District: County Wide  
 \$18,760 (2024 season)
  6. (23-013) Resolution Authorizing the Award of Bid for the Perryville Road and Blackhawk Road Resurfacing Project in Cherry Valley Township  
 (Section: 23-02000-02-GM)  
 Cost: \$315,901.66 (Cherry Valley Township C.B. District: 9, 11
  7. (23-014) Resolution Authorizing the Award of Bid for the Latham Road Shoulder Paving Project (Section: 23-00000-03-GM)

- Cost: \$318,539.79 C.B. District: 1, 5
- 8. (23-015) Resolution Authorizing the Award of Bid for the 2023 Township Seal Coat Program.  
(Section: 23-XX000-01-GM)  
Cost: \$999,465.04 (Various Townships) C.B. District: County Wide
- 9. (23-016) Resolution Authorizing the Award of Bid for the Guilford Road Box Culvert Rehabilitation in Rockford Township. (Section: 21-09119-00-BR)  
Bid tab to be distributed on 4/18/2023  
Cost: \$TBD (Rockford Township) C.B. District: 16

- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Awarding Sheriff’s Vehicles Automotive Maintenance Bid
  - 3. Resolution Awarding Shelter Program for Veterinary Supplies
  - 4. Resolution to Approve Purchase of Animal Enclosure Equipment and Installation Services for Building Project
  - 5. Resolution Authorizing Execution of a Contract with the Summerill Law Firm, PLLC to Submit an Application and Negotiate Per Diem for Housing Federal Detainees in the Winnebago County Jail

**10. Unfinished Business .....Chairman Joseph Chiarelli**

**Finance Committee**

- A. Resolution Adopting the Fiscal Year 2024 Budget Policy Laid Over from April 13, 2023 Meeting
- B. Resolution to Approve Payment of Stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools (Boone and Winnebago Counties) Laid Over from April 13, 2023 Meeting
- C. Ordinance for Approval of Budget Amendment for Reimbursable Technology Expenditures Laid Over from April 13, 2023 Meeting

**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. Adjournment .....Chairman Joseph Chiarelli**

**Next Meeting: Thursday, May 11, 2023**

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

# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
MARCH 23, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, March 23, 2023 at 6:00 p.m.
2. Pastor Bobby Sheets gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None.
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, Butitta, Crosby, Goral, Guevara, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Members Fellars, Hanserd, and Penney were absent.)

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

Board Members Penney joined at 6:04 p.m.

Chairman Chiarelli expressed his condolences to the friends and family of former Board Member Ted Biondo who passed away last week.

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

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- None

**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 February 23, 2023 and layover County Board Minutes of March 9, 2023, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)

## CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for March 23, 2023. Board Member Thompson made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Crosby. Motion was approved by a voice vote. (Board Member Scrol abstained.) (Board Members Fellars and Hanserd were absent.)

## APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**
- A. Four Rivers Sanitation Authority, Annual Compensation: \$6,000
1. Benjamin Bernsten (Reappointment), Rockford, Illinois, to serve a 3-year term, April 2023 to April 2026
  2. Rick Pollack (Reappointment), Rockford, Illinois, to serve a 3-year term, April 2023 to April 2026
- B. Harlem Roscoe Fire, Annual Compensation: Not to exceed \$1,500, plus 50% if ambulance service
1. John Donahue (Reappointment), Roscoe, Illinois, to serve a 3-year term, May 2023 to May 2026
- C. North Park Public Water District, Annual Compensation: Not to exceed \$1,200
1. Deborah Nelson (Reappointment), Loves Park, Illinois, to serve a 5-year term, May 2023 to May 2028

## REPORTS FROM STANDING COMMITTEES

### FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Authorizing Execution of Participation Agreements in National Opioid Settlements for CVS, Walgreens, Walmart, Teva and Allergan, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)
10. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Transfers from General Fund and PSST Funds for Capital Improvement Projects to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.) Board Member Butitta made a motion to approve the Budget Amendment, seconded by Board Member Lindmark. Discussion by Chief Financial

Officer Rickert. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)

### **ZONING COMMITTEE**

11. No Report.

### **ECONOMIC DEVELOPMENT COMMITTEE**

12. Board Member Sweeney announced a meeting scheduled for Monday at 5:30 p.m.

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

13. Board Member McDonald made a motion to approve a Resolution Awarding Bid for Joint Seal Coating Services, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)
14. Board Member McDonald made a motion to approve a Resolution Awarding Agreement for Office Supplies, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)
15. Board Member McDonald made a motion to Approve Purchase of Morgue Equipment Using CIP PSST 2023 Funds, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)
16. Board Member McDonald made a motion to approve Purchase of Coroner Vehicles Using CIP PSST 2023 Funds, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)
17. Board Member McDonald made a motion to approve a Resolution to Include Compensation Paid Under Internal Revenue Code Section 125 Plan as IMRF Earnings, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)

### **PUBLIC WORKS COMMITTEE**

18. Board Member Tassoni made a motion to approve Agenda Items 2., 3., & 4.(as listed below), seconded by Board Member Guevara. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)
  2. (23-003) Resolution Authorizing the Approval of a Change in Plans to Reconcile Bid Quantities with As-Built Quantities for Prairie Hill Road Resurfacing from IL Rte. 2 to IL Rte. 251 (Section 21-00701-00-RS)



3. (23-004) Resolution Authorizing the Approval of a change in Plans to Reconcile Bid Quantities with As-Built Quantities for Mulford Road Resurfacing from Harrison Avenue to Sandy Hollow Road (Section 22-00708-00-RS)
4. (23-005) Resolution Authorizing an Intergovernmental Agreement between the County and Village of Cherry Valley for Bridge Inspection (Section 22-00706-00-BI)
19. Board Member Tassoni made a motion to approve (23-006) Award of Bid for the 2023 County General Letting, seconded by Board Member Lindmark. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all member present. (Board Members Fellars and Hanserd were absent.)
20. Board Member Tassoni made a motion to approve (23-007) Resolution Authorizing the Appropriation of Motor Fuel Tax (MFT) Funds for the Maintenance of County Highways, seconded by Board Member Guevara. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)
21. Board Member Tassoni made a motion to approve (23-008) Resolution Authorizing the Approval of an Agreement with Fehr Graham & Associate for Professional Services, seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)

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

22. Board Member Lindmark made a motion to approve a Resolution Approving an Intergovernmental Agreement Between the County of Winnebago and South Beloit Community School District No. 320 for School Resource Officer Program, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)
23. Board Member Lindmark made a motion to approve a Resolution to Approve the Purchase of Tw-Way Radios for the Animal Services Department Staff with Animal Services Donation Funds, seconded by Board Member McCarthy. Discussion by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)
24. Board Member Lindmark made a motion to approve a Resolution to Approve the Purchase of Neogov Software with Animal Services Donation Funds, seconded by Board Member Thompson. Discussion by County Administrator Thompson and Board Members Salgado and Arena. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)
25. Board Member Lindmark made a motion to approve a Resolution to Approve Intergovernmental Agreement for the Crisis Co-Responder Team (CCRT) Program, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members Fellars and Hanserd were absent.)

## UNFINISHED BUSINESS

### 26. **Appointments**

Chairman Chiarelli entertained a motion to approve the Appointments (as listed below). Board Member Arena made a motion to approve the Appointment (as listed below), seconded by Board Member McCarthy. Motion was approved by a voice vote. (Board Member Nabors abstained.) (Board Members Fellars and Hanserd were absent.)

#### A. Winnebago County Community Mental Health Board, Annual Compensation: None

1. Mohammad Yunus (New Appointment), Machesney Park, Illinois, to fulfill the remainder of a four-year term which expires January 2024
2. Tim Nabors (Reappointment), Rockford, Illinois, January 2022 to January 2026

## NEW BUSINESS

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

Board Member Lindmark announced on April 15<sup>th</sup> the Lindmark Foundation will help the Marshmallow Hope Foundation to rebuild a house the County will give to a veteran.

Board Member McCarthy announced an event coming to downtown Rockford.

Board Member Nabors departed at 6:24 p.m.

## ANNOUNCEMENTS & COMMUNICATION

### 28. 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. Annual Assessment Letter for Byron Station, Units 1 and 2 (Report 05000455/2022006 and 05000454/2022006)
- b. Byron Station – NRC Initial License Examination Report 05000454/2022301 and 05000455/2022301

- c. Braidwood Station, Units 1 and 2, Byron Station, Unit Nos. 1 and 2, and R.E. Ginna Nuclear Power Plant-Issuance of Amendments Nos. 231 and 231, 232 and 232, and 154 Regarding Adoption of TSTF-246 (EPID L-2022-LLA-0043)
- d. Byron Station, Units 1 and 2 – Confirmation of Initial License Examination

County Clerk Gummow reminded all of the upcoming election on April 4<sup>th</sup>.

Board Member Goral asked for a Resolution update. Discussion by Board Member McDonald.

Board Member Penney appreciated being able to attend the Board Meeting by Zoom.

### ADJOURNMENT

- 29. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:26 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk  
ar

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
APRIL 13, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 13, 2023 at 6:00 p.m.
2. Imam Elghobashy gave the invocation and led the Pledge of Allegiance on behalf of Board Member Nabors.
3. Agenda Announcements: None.
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Thompson and Webster. (Board Member Tassoni was absent.)

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

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- Nancy Edwardson, Winnebago County Animal Services, Pro  
Rev. Earl Dotson, Sr. Redevelopment of West Side Rockford and its benefits for the commonwealth, Pro  
Board Member Butitta and Frank Manzullo spoke of the Great American Clean Up.

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Guevara made a motion to approve County Board Minutes of March 9, 2023 and layover County Board Minutes of March 23, 2023, seconded by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for April 13, 2023. Board Member Hoffman made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Goral. Motion was approved by a voice vote. (Board Member Tassoni 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).**

A. Board of Review, Annual Compensation: \$27,809.86

1. Pamela Cunningham (Reappointment). Winnebago, Illinois, 2-year term, May 2023 to May 2025
2. Jay Dowthard (Reappointment), Rockford, Illinois, 2-year term, May 2023 to May 2025

### REPORTS FROM STANDING COMMITTEES

#### FINANCE COMMITTEE

9. Board Member Butitta read in a Resolution Adopting the Fiscal Year 2024 Budget Policy to be laid over.
10. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for a Buyer Position to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Thompson. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member McCarthy. Motion was approved by a voice vote. (Board Member Guevara voted no.) (Board Member Tassoni was absent.)
11. Board Member Butitta made a motion to approve a Resolution Authorizing a Salary Adjustment for the Winnebago County Supervisor of Assessments, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Member Guevara voted no). (Board Member Tassoni was absent.)
12. Board Member Butitta made a motion to approve a Resolution to Approve Payment of Stipends to the Regional Superintendent of Schools (Boone and Winnebago Counties), seconded by Board Member Crosby. Discussion by County Administrator Thompson, Chief Financial Officer Rickert, and Board Members Arena, Webster, Butitta, Fellars, Nabors, and Goral. Board Member Webster made a motion to layover the Resolution, seconded by Board Member Arena. Discussion by Board Member Fellars. Motion to layover was approved by a voice vote. (Board Member Crosby voted no.) (Board Member Tassoni was absent.) Discussion by Regional Superintendent Scott Bloomquist.
13. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for Procurement of Karpel Solutions Case Management System for the State's Attorney's and Public

Defender's Offices to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Guevara. Motion to suspend the rules was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)

14. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Reimbursable Technology Expenditures to be Laid Over.
15. Board Member Buitta made a motion to approve a Resolution Approving an Agreement between the County of Winnebago and Winnebago Homes Association for Emergency Rental Assistance Program 2 Funds, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)
16. Board Member Butitta made a motion to approve a Resolution Authorizing the Execution of Contracts to Temporarily Extend the Current Cable Television Franchise Agreements, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)

#### **ZONING COMMITTEE**

17. No Report.

#### **ECONOMIC DEVELOPMENT COMMITTEE**

18. Board Member Sweeney made a motion to approve a Resolution Authorizing Execution of a First Amendment to the Economic Development Agreement by and Between the County of Winnebago, Illinois and Hamilton Sundstrand Corporation, Part of Collins Aerospace, seconded by Board Member Hanserd. Motion was approved by a voice vote. (Board Member Salgado abstained.) (Board Member Tassoni was absent.)

Board Member Sweeney announced an Economic Development Committee is scheduled for Monday, April 17<sup>th</sup> at 5:30 p.m.

#### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

19. Board Member McDonald made a motion to approve a Resolution to Approve the Execution of a Renewal Agreement with Vision Service Plan (VSP) for Voluntary Vision Insurance, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)
20. Board Member McDonald made a motion to approve a Resolution for Replacement of State's Attorney and Public Defender Case Management System, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)

## PUBLIC WORKS COMMITTEE

21. No Report.

## PUBLIC SAFETY AND JUDICIARY COMMITTEE

22. No Report.

Board Member Lindmark announced a Public Safety and Judiciary Committee will meet next Wednesday.

## UNFINISHED BUSINESS

23. **Appointments**

Board member McCarthy made a motion to approve Agenda Item A. (as listed below), seconded by Board Member Sweeney. Discussion by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Tassoni was absent.)

A. RAVE – Rockford Area Venues & Entertainment, Annual Compensation: None

1. Megan McCoy (New Appointment), Rockford, Illinois, to serve the remainder of a 5-year term which expires 2024

Board Member Guevara made a motion to approve Agenda Item B. (as listed below), seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Booker, Scrol, and Webster abstained.) (Board Member Tassoni was absent.)

B. Extension Board

1. Aaron Booker (Reappointment), Pecatonica, Illinois, February 2023 to February 2025
2. Jim Webster (Reappointment). Rockton, Illinois, February 2023 to February 2025
3. Christopher Scrol (New Appointment), Rockford, Illinois, February 2023 to February 2025

## NEW BUSINESS

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

Board Member Lindmark announced the Greg Lindmark Foundation will be helping at the Marshmallow Hope home this Saturday from 10 a.m. to 2 p.m.

Board Member Penney thanked the County staff for answering various questions for concerned residents.

Board Member Fellars thanked County staff, specifically the Sheriff's Department and the Public Works Department for their response to storm damage.

### ANNOUNCEMENTS & COMMUNICATION

25. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
    - a. Federal Register/Vol. 88, No. 54/Tuesday, March 21, 2023/Notices
    - b. Byron Station – Security Baseline Inspection Report 05000454/2023401 and 05000455/2023401
    - 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; James A. FitzPatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, 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
    - d. Federal Register/Vol. 88, No. 65/Wednesday, April 5, 2023/Notices
  - B. County Clerk Gummow submitted from Charter Communications the Quarterly Franchise Fee Payment for the Village of Rockton.
  - C. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
    - a. Winnebago County Treasurer Bank Balances – February 2, 2022
    - b. Collateralization Report – February 28, 2023
    - c. Investment Report - as of March 1, 2023
  - D. County Clerk Gummow submitted from the State of Illinois Department of Natural Resources a Surety Bond Release.

The County Board recognized County Administrator Thompson's birthday.

### ADJOURNMENT



26. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Sweeney. Motion was approved by a voice vote. The meeting was adjourned at 6:39 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 10 different organizations for 12 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
30891	1	FAMILY COUNSELING SERVICES	04/28/2023-06/16/2023	\$750.00
30892	1	KIWANIS CLUB OF ROCKFORD	05/12/2023-05/12/2023	\$1,000.00
30893	1	ROCKFORD DANCE COMPANY	05/12/2023-05/12/2023	\$700.00
30894	1	ROCKFORD UNITED LABOR ALF-CIO	05/15/2023-09/04/2023	\$1,500.00
30895	1	SOUTH BELOIT BUSINESSMEN'S ASSOCIATION	05/01/2023-12/05/23	\$2,500.00
30896	1	SOUTH BELOIT BUSINESSMEN'S ASSOCIATION	05/01/2023-12/05/23	\$4,999.99
30897	1	VIETNAM VETERAN OF AMERICAN CHAPTER 984	05/12/2023-10/14/2023	\$2,650.00
30898	1	WINNEBAGO-BOONE FARM BUREAU	06/06/2023-06/06/2023	\$1,000.00
30899	1	WINNEBAGO COUNTY CASA	04/29/2023-04/29/2023	\$1,800.00

### The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE

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

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

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30900	1	FRATERANAL ORDER OF EAGLES	05/01/2023-04/30/2024	\$4,999.99
30901	1	ROSCOE TOWNSHIP HISTORICAL SOCIETY	04/28/2023-04/28/2024	\$500.00
30902	1	FRATERANAL ORDER OF EAGLES	05/01/2023-04/30/2024	\$2,500.00

This concludes my report,

LORI GUMMOW  
Winnebago County Clerk

Deputy Clerk Kathleen M Clauson

Date 27-Apr-23


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	\$	483,418
101	PUBLIC SAFETY TAX	\$	437,134
103	DOCUMENT STORAGE FUND	\$	27,091
105	VITAL RECORDS FEE FUND	\$	48,775
106	RECORDERS DOCUMENT FEE FUND	\$	148
107	COURT AUTOMATION FUND	\$	6,239
111	CHILDREN'S WAITING ROOM FUND	\$	78
114	911 OPERATIONS FUND	\$	751,559
115	PROBATION SERVICE FUND	\$	4,125
126	LAW LIBRARY	\$	632
129	COUNTY AUTOMATION FUND	\$	6,838
131	DETENTION HOME	\$	2,523
155	MEMORIAL HALL	\$	1,543
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	12,399
158	CHILD ADVOCACY PROJECT	\$	941
161	COUNTY HIGHWAY	\$	31,661
162	COUNTY BRIDGE FUND	\$	462
163	FEDERAL AID MATCHING FUND	\$	8,307
164	MOTOR FUEL TAX FUND	\$	37,872
165	TOWNSHIP HIGHWAY FUND	\$	8,298
169	HIGHWAY REBUILD IL GRANT	\$	32,521
181	VETERANS ASSISTANCE FUND	\$	7,428
185	HEALTH INSURANCE	\$	80,525
194	TORT JUDGMENT & LIABILITY	\$	3,440
196	MENTAL HEALTH TAX FUND	\$	293
301	HEALTH GRANTS	\$	60,123
302	SHERIFF'S DEPT GRANTS	\$	88,237
304	PROBATION GRANTS	\$	1,665
309	CIRCUIT COURT GRANT FUND	\$	229,503
313	AMERICA RESCUE PLAN	\$	63,499
314	CJCC GRANTS FUND	\$	12,433
401	RIVER BLUFF NURSING HOME	\$	119,442
410	ANIMAL SERVICES	\$	23,650
420	555 N COURT OPERATIONS FUND	\$	23,099
430	WATER FUND	\$	7,346
501	INTERNAL SERVICES	\$	16,779
743	CAPITAL PROJECTS FUND	\$	163,794
748	2012F ALTERNATE REVENUE BONDS	\$	83,298
	TOTAL THIS REPORT	\$	<u>2,887,118</u>

The adoption of this report is hereby recommended:

  
\_\_\_\_\_  
William Crowley, County Auditor

ADOPTED: This 27th day of April 2023 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**



# Ordinance Executive Summary

**Prepared By:** Tami Goral  
**Committee:** Finance Committee  
**Committee Date:** April 20, 2023  
**Ordinance Title:** Ordinance for a Budget Amendment Contract The Summerill Group, LLC, Intergovernmental Agreement (IGA) Solutions for Federal Detainees Consultants  
**County Code:**  
**Board Meeting Date:** April 27, 2023

**Budget Information:**

Was item budgeted? No	Appropriation Amount: \$64,750
If not, explain funding source:	
ORG/OBJ/Project Code: 40115 / 43190 County Jail Other Professional Services	
FY2023 Budget Impact: \$64,750	

**Background Information:** In 2015, Sheriff Caruana went through an approximate year long process to negotiate a Federal Prisoner Detention Contract with the U.S. Marshals Service in Washington D.C. to house Federal Pre-trial Detainees at the Winnebago County Jail.

The Current per diem rate for Federal detainees housed in custody is \$80.00 per day; \$28.00 per officers for guard rate outside of the facility; and \$.655 per mile for mileage. The current contract has been in effect for eight (8) years with no adjustments. Please see the attached for the revenue received under the current contract.

**Recommendation:** The Winnebago County Sheriff's Office would like to enter into an agreement with The Summerill Group, LLC, based in Washington D.C., consultants of local governments on Intergovernmental Service Agreements for housing Federal prisoners and detainees in county and city jails. They have proposed to negotiate a higher per diem of possibly \$98.00 per day, and a higher per hour guard rate. The cost of the contract could result in an approximate \$821,000 per year increase in Revenue to Winnebago County (based on an average population of 125 Federal Prisoners). The cost for the agreement is \$64,750, to be paid in two installments of \$32,375 each.

**Contract/Agreement:** The cost for the agreement is \$64,750, which is paid in two installments of \$32,375 each.

**Legal Review:** State's Attorney's Office has reviewed and approved the agreement.

**Follow-Up:**

**2023 Fiscal Year**

Finance: April 20, 2023

Lay Over: April 27, 2023

Sponsored by:

**Final Vote: May, 11 2023**

John Butitta, Finance Committee Chairman

**2023 CO**

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

**Ordinance for a Budget Amendment Contract The Summerill Group, LLC  
Intergovernmental Agreement (IGA) Solutions for Federal Detainees Consultants**

**WHEREAS**, The Sheriff's Office would like to enter into an agreement with The Summerill Group, LLC, specializing in IGA solutions for federal detainees,

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

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

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-021 Contract The Summerill Group, LLC, IGA Solutions for Federal Detainees Consultants**

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIR

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIR

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

2023  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:	4/10/2023	AMENDMENT NO: 23-021
DEPARTMENT:	County Jail	SUBMITTED BY: Gary Caruana
FUND#:	0101 PSST	DEPT. BUDGET NO. 40115 County Jail

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>								
40115	43190		Other Professional Services	\$930,085	\$0	\$930,085	\$64,750	\$994,835
<b>Revenue</b>								
<b>TOTAL ADJUSTMENT:</b>							\$64,750	

**Reason budget amendment is required:**

In 2015, Sheriff Caruana went through an approximate year long process to negotiate a Federal Prisoner Detention Contract with the U.S. Marshals Service in Washington D.C. to house Federal Pre-trial Detainees at the Winnebago County Jail. The Current per diem rate for Federal detainees housed in custody is \$80.00 per day; \$28.00 per officers for guard rate outside of the facility; and \$.655 per mile for mileage. The current contract has been in effect for eight (8) years with no adjustments. Please see the attached for the revenue received under the current contract. The Winnebago County Sheriff's Office would like to enter into an agreement with The Summerill Group, LLC, based in Washington D.C., consultants of local governments on Intergovernmental Service Agreements for housing Federal prisoners and detainees in county and city jails. They have proposed to negotiate a higher per diem of possibly \$98.00 per day, and a higher per hour guard rate. The cost of the contract could result in an approximate \$821,000 per year increase in revenue to Winnebago County (based on an average population of 125 Federal Prisoners). The cost for the agreement is \$64,750, to be paid in two installments of \$32,375 each.

**Potential alternatives to budget amendment:**

None

**Impact to Fiscal Year 2023 budget:**

\$64,750

**Revenue Source:**

Public Safety Sales Tax

<b>Revenue From Inmates</b>		<b>Federal</b>
Year		Revenue
2016	\$	225,600
2017	\$	495,075
2018	\$	952,360
2019	\$	1,092,187
2020	\$	1,993,058
2021	\$	4,965,065
2022	\$	4,907,473
2023	\$	1,553,848
Grand Total	\$	16,184,665

**ECONOMIC  
DEVELOPMENT  
COMMITTEE**



# Resolution Executive Summary

**Committee Date:** Monday, April 17, 2023

**Committee:** Economic Development

**Prepared By:** Jas Bilich & Chris Dornbush

**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 Vintage @ 501, Ltd

**County Code:** NA

**Board Meeting Date:** Thursday, April 27, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$100,000
<b>If not, explain funding source:</b>	
<b>ORG - OBJ - Project Code:</b> Fund available in fund #0307 (Revolving Loan Fund)	<b>Budget Impact:</b> 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. Vintage @ 501 Ltd. is a full service restaurant in downtown Rockford. The owner, Matt Idzikowski (100%) is an experienced restauranter having operated 4 restaurants in Rockford and previously had a career managing several restaurants in Chicago. Mr. Idzikowski has had stellar repayment with 4 previous RLDC Loans. Vintage @ 501 Ltd. is requesting a \$100,000 loan for 5 years at a 7.0% annual interest amortized over 20 years to assist with financing the purchase of the real estate, improvements, and furniture, fixtures and equipment for the restaurant. The loan is anticipated to create 10.5 full-time equivalent (FTE) positions over the next 2 years for a total cost to the County of \$9,524 per employee.

**Recommendation:**

Administration supports the recommendation as proposed with the terms stated by RLDC for the loan regarding Vintage @ 501, Ltd.

**Contract/Agreement:**

NA

**Legal Review:**

Yes

**Follow-Up:**

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

**Regional Planning & Economic Development Department**

404 Elm Street, Rm 403, Rockford, IL 61101 | [www.wincoil.gov](http://www.wincoil.gov)

Phone: (815) 319- 4350 | E-mail: [permits@rped.wincoil.gov](mailto:permits@rped.wincoil.gov)



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

**SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE**

**2023 CR \_\_\_\_\_**

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**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 VINTAGE @ 501, LTD**

---

**WHEREAS**, Vintage @ 501, Ltd. is a casual, full-service restaurant in downtown Rockford, Illinois and the sole owner, Matt Idzikowski is requesting a loan to purchase the leased premises where the restaurant is located and to rebrand the restaurant; and

**WHEREAS**, Matt Idzikowski also owns 2 other restaurants in the downtown area of Rockford, Illinois and is a veteran of the bar/restaurant business having operated 4 different restaurants in Rockford after a career managing several restaurants and bars in the Fairmont Chicago; and

**WHEREAS**, Vintage @ 501, Ltd. is requesting funds to facilitate the purchase of the real estate at 501 E. State Street, Rockford, Illinois (subject property). The loan is for the purchase of the real estate where the restaurant is located, improvements, restaurant equipment, and various furniture and fixtures to rebrand the business; and

**WHEREAS**, Vintage @ 501, Ltd. has been in business as an “American” fares restaurant since 2012, after which Mr. Idzikowski opened 3 other restaurants successfully with great repayment record on Rockford Local Development Corporation (RLDC) loans on all locations; and

**WHEREAS**, it is estimated that this loan will assist in the creation of ten and half (10.5) new full-time equivalent (FTE) employees over the next two (2) years for the business at a projected cost to the County of approximately nine thousand, five hundred, and twenty-four dollars (\$9,524.00) per employee; and

**WHEREAS**, Vintage @ 501, Ltd. is seeking a loan to assist with the purchase of 501 E. State Street Rockford, Illinois as recommended by the staff of Rockford Local Development Corporation (RLDC), of one hundred thousand dollars (\$100,000.00) at seven percent (7%) interest for five (5) years, amortized over twenty (20) years, from the County of Winnebago's Revolving Loan Fund secured by a shared second mortgage on subject property with RLDC / DCEO and subordinated to senior debt not to exceed one hundred fifty thousand (\$150,000.00) and first lien on general business assets as well as corporate guarantees from Vintage @ 501, Ltd. (d/b/a Vintage @ 501) (assuming real estate entity is formed to own real estate), Buddha Belly, Inc. (d/b/a Omakase Rockford) and Rockford's Italian Steakhouse Inc. (d/b/a Prime Steakhouse), and a personal guarantee from Matthew D. Idzikowski.

**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%) interest for five (5) years, amortized over twenty (20) years, to Vintage @ 501, Ltd. secured by a shared second mortgage on subject property at 501 E. State Street, Rockford, Illinois with RLDC / DCEO and subordinated to senior debt not to exceed one hundred fifty thousand (\$150,000.00) and first lien on general business assets, as well as corporate guarantees from Vintage @ 501, Ltd (d/b/a Vintage @ 501) (assuming real estate entity is formed to own real estate), Buddha Belly, Inc. (d/b/a Omakase Rockford) and Rockford's Italian Steakhouse Inc. (d/b/a Prime Steakhouse), and a personal guarantee from Matthew D. Idzikowski.

**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 \_\_\_\_\_ 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

**Revolving Loan Fund**

**Loan Summary for:**

Vintage @ 501, Ltd.

<p><b><u>Applicant:</u></b> Vintage @ 501, Ltd.</p> <p><b><u>Location Address:</u></b> 501 E. State St. Rockford, IL 61104</p> <p><b><u>Jurisdiction:</u></b> City of Rockford</p> <p><b><u>Type of Business:</u></b> <input checked="" type="checkbox"/> New (Start-up) <input type="checkbox"/> Expansion (Existing)</p> <p><b><u>Industry:</u></b> Restaurant</p>	<p><b><u>PIN:</u></b> 11-23-390-001 (0.03 Acres) 1378.75 Sq Ft      11-23-390-002 (0.04 Acres) 1548.80 Sq Ft</p> <p><b><u>Principal / Officer (%):</u></b> Matthew D. Idzikowski (100%)</p> <p><b><u>Website:</u></b></p> <p><b><u>County Board District #:</u></b> 14</p> <p><b><u>County Board Member:</u></b> Tim Nabors</p>
--	---

<b><u>Requested County Revolving Loan Fund:</u></b>				<b><u>Employees:</u></b> <b>Current</b> <b>Projected</b>			
	<b><u>Investment(s)</u></b>		<b><u>Percentage</u></b>				
<b>County:</b>	\$ 100,000.00	7.00% interest	25.00%		<b><i>Full-Time Equivalent (FTE):</i></b>	0	3
		5 years					
<b>Owner's:</b>	\$ 50,000.00		12.50%		<b><i>Part Time:</i></b>	0	15
<b>Seller's Finance:</b>	\$ 150,000.00		37.50%				
<b>EDA Recovery Act:</b>	\$ 100,000.00		25.00%				
	\$ -		0.00%				
<b>Total Financing of Project:</b>	<b>\$ 400,000.00</b>		<b>100.00%</b>		<i>Within the first 2 years of business operating, from the opening.</i>		
					<b><u>Total:</u></b>	10.5	
***Cost of County funds per projected job created: <b>\$9,524</b>							

- Uses of Loan Proceeds:**
- Purchase building (premise) \$310,000
  - Building improvements \$50,000
  - Fixture, Furniture, & Equipment (FF & E) \$40,000

## Revolving Loan Fund

### Loan Summary for:

Vintage @ 501, Ltd.

#### Description of Business & Project:

Vintage @ 501, Ltd. (Vintage) is a downtown Rockford, Illinois restaurant and bar that has been in operation since 2012. The owner Matt Idzikowski is the sole owner, who also operated 3 other downtown establishments, Prime (steakhouse), Omakase (Asian fine dining), and Blue Line (sold in 2020). All of his local (Rockford) establishments had financing from RLDC, which he has been exemplary on his repayments with 3 paid in full and a small balance on the remaining one. His experience includes being the General Manager of a popular dance club in Rockford in the late 1990's, called Elixir (Zero Gravity business), a District Manager training program position with Starbucks in Chicago, managing several restaurants and bars in the Fairmont Chicago area, a luxury hotel near Millennium Park, where he worked under mentor Phil Stefani, a restaurateur known for his signature restaurants. He was also the General Manager for food service at the newly opened Embassy Suites in Rockford for nearly one year before resigning to refocus on his own restaurants.

Vintage @ 501 was his first restaurant and bar business and was known as the former location of Vinny's on Block and Red Lion English Pub. Mr. Idzikowski renovated and made improvements the otherwise turn-key Restaurant including taking down a divider wall and water feature, upgrade surfaces, appointing furniture, and cut larger windows that improved visibility from E. State Street. Vintage offered a theme that was a loosely described as American, with various American fares and hometown favorites on the menu, such as: Burgers, wraps, Italian beef sliders, flatbreads, soups and salads, lobster baked mac & cheese, steaks, ribs and desserts. Menu items vary based on seasons and specials. The property is approximately 2903 square feet and is currently owned by Peter Provenzano who is heavily invested in the downtown area. To avoid the imagery of a failed or closed downtown business Peter Provenzano has agreed to sell the building to incentivize him to make the proposed improvements and not close the downtown restaurant. His main competition could be considered to be Abreo, Social, Sister's Thai, and Irish Rose however their close proximity add to the overall benefit to drawing a night time crowd. However, the Irish Rose has recently closed and is uncertain of reopening, losing another downtown business would be a setback for the downtown area. Mr. Idzikowski has stated he will likely close the restaurant if he is unable to purchase the property and to finance the improvements. The improvements and rebranding consist of converting the front doors to garage door style popular in today's restaurants to be opened during weather permitting times. Styled similarly to Beloit, Wisconsin's popular restaurant Truk't. The theme would also be a taco themed restaurant featuring cocktails made with top shelf whiskeys and tequilas. As well as adding a gaming area. Currently there isn't a gaming area in the restaurant and the additional revenue would boost the revenue and be able to compete with other establishments with similar gaming areas.

**Revolving Loan Fund**

**Loan Summary for:**

Vintage @ 501, Ltd.

**RLDC Recommendation:**

Staff recommends a \$100,000, term loan to be five (5) years, fully amortized over twenty (20) years at 7.0% for the following reasons :

- 1) Vintage @ 501 benefits from the traffic and goodwill generated by neighboring eateries on Block 5. Remodeling the store and rebranding is expected to drive new business.
- 2) Matt Idzikowski is an experienced manager with specific experience in a downtown as well as upscale operating climate.
- 3) Participation benefits redevelopment of the city of Rockford Downtown TIF district, an RLDC policy objective.
- 4) Participation in this project is expected to contribute to the retention and creation of up to 10.5 full-time equivalent employees.

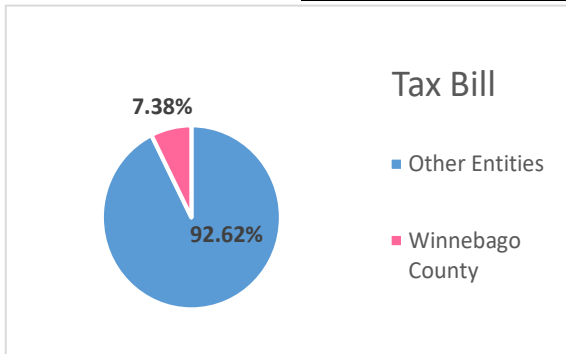
**Other Conditions:**

Corporate guarantees from Vintage @ 501, Ltd (assuming real estate entity is formed to own real estate), Buddha Belly, Inc. (d/b/a Omakase Rockford) and Rockford's Italian Steakhouse Inc. (d/b/a Prime Steakhouse) and personal guarantee from Matthew D. Idzikowski.

**Site Property Tax Information:**

2021	Tax Year Information		Fair Market Value:	Tax Bill
	PIN(s):	Acres		
	11-23-390-001	0.03	\$ 56,660.00	\$ 2,314.48
	11-23-390-002	0.04	\$ 56,660.00	\$ 2,314.48
		<b>0.07</b>	<b>\$ 113,320.00</b>	<b>\$ 4,628.96</b>

Winnebago County Portion	
Tax	Pension
\$ 133.20	\$ 37.60
\$ 133.20	\$ 37.60
\$ 266.40	\$ 75.20
<b>\$</b>	<b>341.60</b>



Other Entities	\$	4,287.36
Winnebago County	\$	341.60
<b>TOTAL TAX BILL</b>	<b>\$</b>	<b>4,628.96</b>

## **Revolving Loan Fund**

### **Loan Summary for:**

Vintage @ 501, Ltd.

#### **Strengths & Weaknesses**

##### **Strengths**

- 1) Vintage @ 501 benefits from the traffic and goodwill generated by neighboring eateries on Block 5. Remodeling the store and rebranding is expected to drive new business.
- 2) Matt Idzikowski is an experienced manager with specific experience in a downtown as well as upscale operating climate.
- 3) Participation benefits redevelopment of the City of Rockford Downtown TIF district, an RLDC policy objective.
- 4) Participation in this project is expected to contribute to the retention and creation of up to 10.5 full-time equivalent employees.

##### **Weaknesses**

- 1) Restaurants are a risky industry aggravated by Covid and its related repercussions such as labor shortages, high inflation and remote workers. Mitigating this risk is the longevity of Vintage operating in downtown Rockford and Mr. Idzikowski's experience and commitment to downtown Rockford.
- 2) Mr. Idzikowski is not very liquid or financially strong. Mitigating this risk is his low cost of living. He lives with his girlfriend and owns a 2-family condo that generates a reported \$15,000 in net rental income to supplement the income he draws from his restaurants.

##### **Attachments:**

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



Office of the Secretary of State  
**ilsos.gov**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number	68513847
Entity Name	VINTAGE @ 501, LTD.
Status	ACTIVE

#### Entity Information

Entity Type  
CORPORATION

Type of Corp  
DOMESTIC BCA

Incorporation Date (Domestic)  
Monday, 14 May 2012

State  
ILLINOIS

Duration Date  
PERPETUAL

#### Agent Information

Name  
MATTHEW M. HEVRIN



## Address

839 N PERRYVILLE RD STE 200  
ROCKFORD , IL 61107

## Change Date

Wednesday, 26 October 2022

**Annual Report**

## Filing Date

00/00/0000

## For Year

2023

**Officers**

## President

## Name &amp; Address

MATTHEW IDZIKOWSKI 501 E STATE STREET ROCKFORD IL, 61104

## Secretary

## Name &amp; Address

MATTHEW IDZIKOWSKI 501 E STATE STREET ROCKFORD IL, 61104

[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)

# Site Map: Vintage @ 501 (11-23-390-001 & -002)



**Legend**  
Tax Parcels

The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

1 inch = 40 feet



Date: 4/12/2023

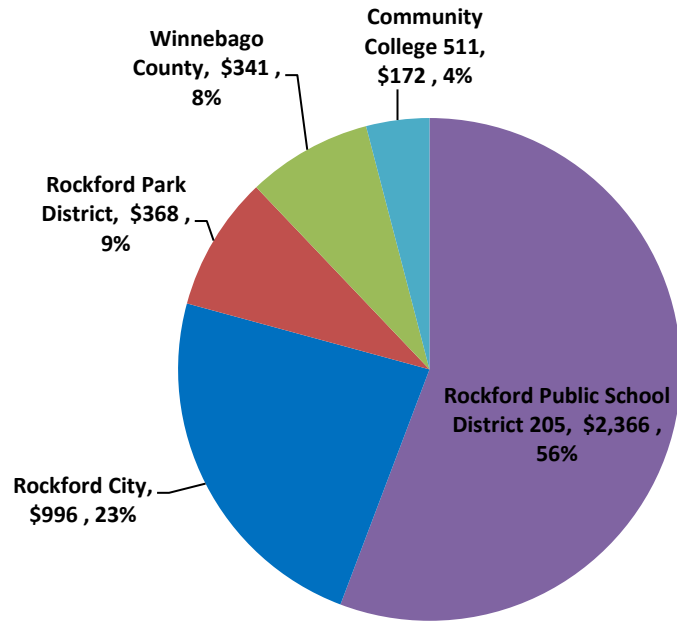
**Property Taxes**

<b>Company:</b>	Vintage @ 501, Ltd.	
<b>Address:</b>	501 East State Street	
<b>PIN(s):</b>	11-23-390-001	11-23-390-002
<b>FTE Jobs:</b>	10.5	

<b>Tax Year Info:</b>	<b>2021</b>	<b>EXISTING</b>	
<b>PIN(s):</b>	<b>Fair Market Value:</b>	<b>Equalized Assessed Value</b>	<b>Tax Due</b>
11-23-390-001	\$ 56,600.00	\$ 18,864.78	\$ 2,314.48
11-23-390-002	\$ 56,600.00	\$ 18,864.78	\$ 2,314.48
	<b>\$ 113,200.00</b>	<b>\$ 37,729.56</b>	<b>\$ 4,628.96</b>

<b>TOTAL</b>	<b>Equalized Assessed Value (1/3):</b>	\$ 37,730	0.1226
	<b>Tax Code Rate:</b>	12.2563	
	<b>Estimated Tax Bill:</b>	\$ 4,628.96	

**Top 5 Taxing Body Amount**



5 Largest Taxing Bodies				
Rank	Government Entity	Entity % Rate	% of Tax Bill	Tax Amount
1	Rockford Public School District 205	51.11%	55.76%	\$ 2,366
2	Rockford City	21.51%	23.46%	\$ 996
3	Rockford Park District	7.95%	8.67%	\$ 368
4	Winnebago County	7.37%	8.04%	\$ 341
5	Community College 511	3.72%	4.06%	\$ 172
		<b>91.66%</b>	<b>100.00%</b>	<b>\$ 3,729</b>

**Property Taxes**

TAXING BODY	TAX RATES		Top 5	TOTAL		%
	Tax Rate	Pension Rate	Rank	Rates	Taxes	
Rockford Public School District 205	5.9631	0.3015	1	6.2646	\$ 2,366.01	51.11%
Rockford City	1.3873	1.2488	2	2.6361	\$ 995.60	21.51%
Rockford Park District	0.9283	0.0456	3	0.9739	\$ 367.82	7.95%
Winnebago County	0.7054	0.1978	4	0.9032	\$ 341.12	7.37%
Community College 511	0.4564	0.0000	5	0.4564	\$ 172.37	3.72%
Rockford City Library	0.4103	0.0000	6	0.4103	\$ 154.96	3.35%
Four Rivers Sanitation Authority	0.1731	0.0000	7	0.1731	\$ 65.38	1.41%
Rockford Township Road	0.1218	0.0000	8	0.1218	\$ 46.00	0.99%
Rockford Township	0.1173	0.0000	9	0.1173	\$ 44.30	0.96%
Forest Preserve	0.0993	0.0048	10	0.1041	\$ 39.32	0.85%
Greater Rockford Airport	0.0811	0.0144	11	0.0955	\$ 36.07	0.78%
11	10.4434	1.8129		12.2563	\$ 4,628.96	100.00%
	<b>12.2563</b>					

Estimated Taxes over 10 years						
	\$ 2,366.01	\$ 995.60	\$ 367.82	\$ 341.12	\$ 172.37	
	Rockford Public School District 205	Rockford City	Rockford Park District	Winnebago County	Community College 511	
Year						
1	\$ 2,366.01	\$ 995.60	\$ 367.82	\$ 341.12	\$ 172.37	
2	\$ 2,366.01	\$ 995.60	\$ 367.82	\$ 341.12	\$ 172.37	
3	\$ 2,366.01	\$ 995.60	\$ 367.82	\$ 341.12	\$ 172.37	
4	\$ 2,366.01	\$ 995.60	\$ 367.82	\$ 341.12	\$ 172.37	
5	\$ 2,366.01	\$ 995.60	\$ 367.82	\$ 341.12	\$ 172.37	
6	\$ 2,366.01	\$ 995.60	\$ 367.82	\$ 341.12	\$ 172.37	
7	\$ 2,366.01	\$ 995.60	\$ 367.82	\$ 341.12	\$ 172.37	
8	\$ 2,366.01	\$ 995.60	\$ 367.82	\$ 341.12	\$ 172.37	
9	\$ 2,366.01	\$ 995.60	\$ 367.82	\$ 341.12	\$ 172.37	
10	\$ 2,366.01	\$ 995.60	\$ 367.82	\$ 341.12	\$ 172.37	
	\$ 23,660.14	\$ 9,956.02	\$ 3,678.23	\$ 3,411.21	\$ 1,723.73	\$ 42,429.33
Estimated Employees	10.5	10.5	10.5	10.5	10.5	
Estimated Cost / Employee	\$ 2,253.35	\$ 948.19	\$ 350.31	\$ 324.88	\$ 164.16	



Property Code 203C696 Parcel ID 11-23-390-001

203C696 **11-23-390-001** **New Name / Address**

GT PARTNERS LLC  
303 NO MAIN ST  
ROCKFORD IL 61101-

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Reason for Change \_\_\_\_\_ Signature \_\_\_\_\_

1

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

ABBREVIATED LEGAL DESCRIPTION  
ASSRS PLAT BLK 37 EAST RKFD LOT 016 BLOCK 037

GT PARTNERS LLC  
303 NO MAIN ST  
ROCKFORD IL 61101-

Paid on 06/06/2022

Formula for Tax Calculation - 2021		Parcel ID: 11-23-390-001
Board of Review Assessed Value		18,884
Township Equalization factor	X	1.0000
Board of Review Equalized Value	=	18,884
Home Improvement Exemption	-	0
Disabled Vet Adapted Housing Exemption	-	0
Department of Revenue Assessed Value	=	18,884
State Multiplier for Winn Cnty	X	1.0000
Revised Equalized Value	=	18,884
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	=	18,884
Tax Rate for Tax Code 001	X	12.2563
Calculated Tax	=	\$2,314.48
Abatements	-	0
Non AD Valorem Tax	+	0.00

06/10/2022 \$0.00

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

Township Assessor Phone Number: 815-965-0300 **TOTAL TAX DUE: \$2,314.48**



Property Code 203C696 Parcel ID 11-23-390-001

Location of Property: 501 E STATE ST Fair Market Value: 56,660

GT PARTNERS LLC  
303 NO MAIN ST  
ROCKFORD IL 61101-

Paid on 09/07/2022

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
<b>WINNEBAGO COUNTY</b>	0.7259	129.58	<b>0.7054</b>	<b>133.20</b>
- PENSION	0.2177	38.87	<b>0.1978</b>	<b>37.36</b>
FOREST PRESERVE	0.1019	18.20	0.0993	18.75
- PENSION	0.0054	0.96	0.0048	0.91
ROCKFORD TOWNSHIP	0.1233	22.01	0.1173	22.15
ROCKFORD CITY	1.5203	271.40	1.3873	261.98
- PENSION	1.2740	227.44	1.2488	235.82
ROCKFORD PARK DISTRICT	0.9414	168.06	0.9283	175.30
- PENSION	0.0628	11.21	0.0456	8.61
FOUR RIVERS SANITATION AUTH	0.1795	32.04	0.1731	32.69
ROCKFORD CITY LIBRARY	0.4343	77.53	0.4103	77.48
GREATER RKFD AIRPORT	0.0830	14.82	0.0811	15.31
- PENSION	0.0157	2.80	0.0144	2.72
ROCKFORD SCHOOL DIST 205	6.2107	1,108.73	5.9631	1,126.07
- PENSION	0.3750	66.95	0.3015	56.94
COMMUNITY COLLEGE 511	0.4615	82.39	0.4564	86.19
- PENSION	0.0000	0.00	0.0000	0.00
ROCKFORD TWSP ROAD	0.1260	22.49	0.1218	23.00
<b>Totals:</b>	<b>12.8584</b>	<b>2,295.48</b>	<b>12.2563</b>	<b>2,314.48</b>

09/09/2022 \$0.00

2



Property Code 203C695 Parcel ID 11-23-390-002

203C695 11-23-390-002 New Name / Address
GT PARTNERS LLC
303 NO MAIN ST
ROCKFORD IL 61101-
Phone: ( ) -
Reason for Change Signature

1

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

ABBREVIATED LEGAL DESCRIPTION
ASSRS PLAT BLK 37 EAST RKFD LOT 015 BLOCK 037

GT PARTNERS LLC
303 NO MAIN ST
ROCKFORD IL 61101-

Paid on 06/06/2022

Table with columns: Formula for Tax Calculation, 2021, Parcel ID: 11-23-390-002. Rows include Board of Review Assessed Value, Township Equalization factor, Board of Review Equalized Value, Home Improvement Exemption, Disabled Vet Adapted Housing Exemption, Department of Revenue Assessed Value, State Multiplier for Winn Cnty, Revised Equalized Value, Senior Freeze Exemption, FAF/VAF Exemption, General Homestead Exemption, Senior Citizen (over 65) Exemption, Disabled Person / Disabled Vet Exemption, Returning Veteran Exemption, Taxable Value, Tax Rate for Tax Code 001, Calculated Tax, Abatements, Non AD Valorem Tax.

06/10/2022 \$0.00

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

Township Assessor Phone Number: 815-965-0300 TOTAL TAX DUE: \$2,314.48



Property Code 203C695 Parcel ID 11-23-390-002

Location of Property: E STATE ST Fair Market Value: 56,660

GT PARTNERS LLC
303 NO MAIN ST
ROCKFORD IL 61101-

Paid on 09/07/2022

Table with columns: Taxing Body, Prior Rate, Prior Tax, Current Rate, Current Tax. Rows include WINNEBAGO COUNTY, PENSION, FOREST PRESERVE, ROCKFORD TOWNSHIP, ROCKFORD CITY, ROCKFORD PARK DISTRICT, FOUR RIVERS SANITATION AUTH, ROCKFORD CITY LIBRARY, GREATER RKFD AIRPORT, ROCKFORD SCHOOL DIST 205, COMMUNITY COLLEGE 511, ROCKFORD TWSP ROAD, and Totals.

09/09/2022 \$0.00

2

**Sales Tax Estimator**

<b>Company:</b>	Vintage @ 501, Ltd	<h1 style="color: red; margin: 0;">ESTIMATED SALES TAX BREAKDOWN</h1>
<b>Address:</b>	501 East State Street	
<b>PIN(s):</b>	11-23-390-001	
	11-23-390-002	

2022 Sales (Revenue): \$ 558,160  
\$ 558,160.00

8.75% \$ 48,839

DISTRICT	Sales Tax Breakdown		% of Sales Tax	Sales Tax
				\$
<b>Illinois</b>	<b>6.25%</b>			<b>\$ 48,839</b>
State	5.00%		57.14%	\$ 27,908
STATE - Municipality (if within a Municipality)	1.00%		11.43%	\$ 5,582
County	0.25%		2.86%	\$ 1,395
<b>Winnebago County Public Safety Sales Tax</b>	<b>1.00%</b>	<b>1.00%</b>	<b>11.43%</b>	<b>\$ 5,582</b>
<i>Health Dept (Mental Health) Sales Tax</i>	<b>0.50%</b>	<b>0.50%</b>	<b>5.71%</b>	<b>\$ 2,791</b>
<b>Municipality Special Sales Tax</b>	<b>1.00%</b>	<b>1.00%</b>	<b>11.43%</b>	<b>\$ 5,582</b>
<b>SALES TAX</b>				<b>8.75% 8.75% 100.00% \$ 48,839</b>

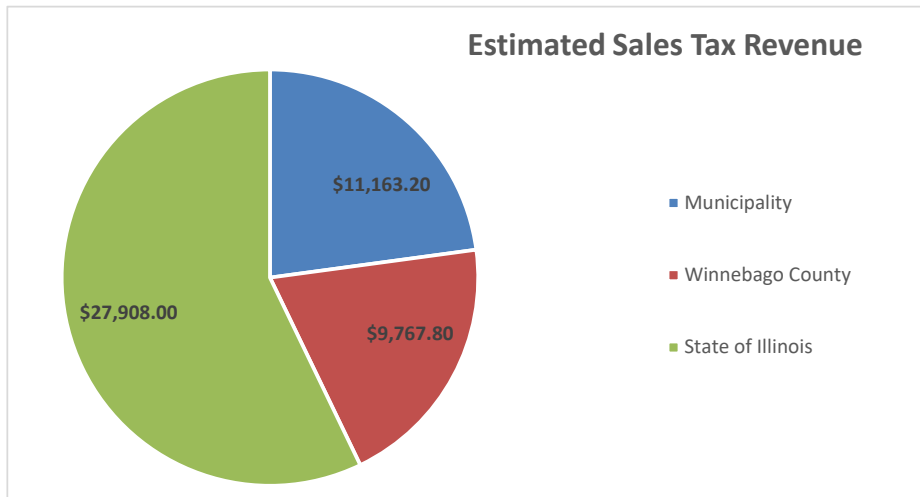
**INCENTIVES**

<b>Municipality</b>	STATE - Municipality	1.00%	\$ 5,582
	Road Sales Tax	1.00%	\$ 5,582
		<b>2.00%</b>	<b>\$ 11,163</b>

<b>Winnebago County</b>	STATE - County	0.00%	\$ -
	STATE - County	0.25%	\$ 1,395
	Public Safety Sales Tax	1.00%	\$ 5,582
	Mental Health Sales Tax	0.50%	\$ 2,791
		<b>1.75%</b>	<b>\$ 9,768</b>

<b>State of Illinois</b>	STATE	5.00%	\$ 27,908
		<b>5.00%</b>	<b>\$ 27,908</b>

Estimated Sales Tax Revenue		
Government Entity	Incentive Amount	%
<b>Municipality</b>	\$ 11,163.20	23%
<b>Winnebago County</b>	\$ 9,767.80	20%
<b>State of Illinois</b>	\$ 27,908.00	57%
	\$ 48,839.00	100%





[< Tax Rate Finder](#)

## Tax Rate Finder

Street : 501 E STATE ST

City : ROCKFORD

State : ILLINOIS

ZIP : 61104-1016

Local Government : Rockford (Winnebago)

County : Winnebago

Location Code : 10100016R00

Rate as of : 4/14/2023

## Tax Rates

Sales Taxes (retailers' and se General Merchandise **8.750%**

Qualifying Food and Drugs **1.000%**


Vehicle (ST-556 and ST-556-LSE) **6.250%**

- If the vehicle or trailer is titled and registered to an out-of-state location, you (the dealer) may be required to collect tax. Refer to [ST-58, Reciprocal - Non-Reciprocal Vehicle Tax Rate Chart](#).





	Adult Use Cannabis	14.750%
	Medical Cannabis	1.000%
	Aviation Fuel	6.250%
Use Taxes (use and service t	General Merchandise	6.250%
	Qualifying Food and Drugs	1.000%
	Vehicle (RUT-25) and RUT- 25-LSE	6.250%
	Aviation Fuel	6.250%
Automobile Renting Taxes	Automobile Renting Tax (occupation)	6.000%
	Automobile Renting Tax (use)	5.000%
Telecommunication Taxes	Telecommunication Taxes	13.000%

 **Note:** For your unemployment insurance tax rate, login to your MyTax Illinois account, open your Unemployment Insurance account, and click on the "Rate History" tab.

[Back](#)





[< Tax Rate Finder](#)

## Tax Rate Finder

Street	: 501 E STATE ST
City	: ROCKFORD
State	: ILLINOIS
ZIP	: 61104-1016
Local Government	: Rockford (Winnebago)
County	: Winnebago
Location Code	: 10100016R00
Rate as of	: 4/14/2023
Rate Category	: Sales Taxes (retailers' and service occupation taxes)
Rate Type	: General Merchandise
Rate Total	: 8.750%

## Rate Breakdown

County Public Safety	1.500%
Non-Home Rule Municipal Tax	1.000%
State Tax	6.250%

[Back](#)

**ROCKFORD TOWNSHIP PROPERTY INFORMATION**

Property	Aerial	Values & Exemptions	Tax Bills
----------	--------	---------------------	-----------

**Property Location****Parcel Number:**

11-23-390-001

**Property Code:**

203C696

**Address:**

501 E STATE ST  
Rockford, IL 61104

**Taxpayer:**

GT PARTNERS LLC  
303 NO MAIN ST  
ROCKFORD, IL 61101

**Legal Description**

ASSRS PLAT BLK 37 EAST RKFD LOT 016  
BLOCK 037

**SEC / TWP / [LOT] / RNG [BLK] / ACRES**

000      016      037      0.00

**Improvement Information****NBHD:**

56842

**Class:**

COMMERCIAL

**Land Use:**

RETAIL/BUSINESS

**Building Name:**

VINTAGE 501

**Zoning:**

C4

**Year Built:**

1900

**Exterior Wall Height:**

11

**Exterior Walls:**

BRICK/STONE

**Gross Building SF:**

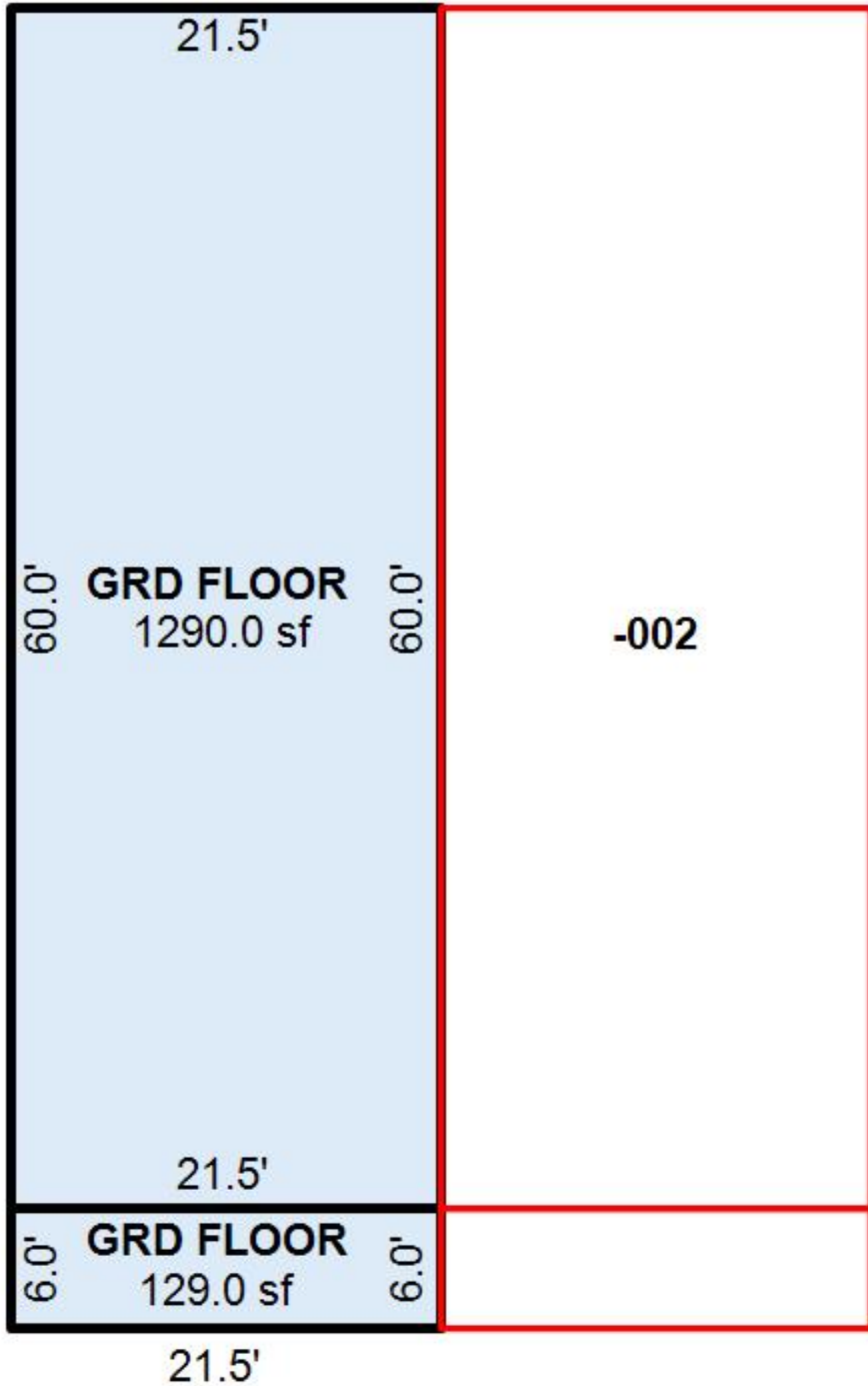
1,419

**Land SF:**

1,452

## Sketch

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**Building Permits**

Pick-Up Year	BP Amount	Purpose
2020	4,500.00	Replace existing roof top unit
2014	14,100.00	REMODEL 2 BP'S
2005	20,000.00	REMODEL LITTLE ITALY
1993	450.00	HANDICAP BATHS
1990	1,200.00	ILLUM SIGN

**Sales History**

No recent Sales on file
-------------------------

**Notes**

SDR 1 STY MAS 21.5X60 W/21X6 REAR EXT. RESTAURANT REMODELED IN 2004; 2014 RE-VALUE; 2019 BP DONE FOR 2020-NO AV

*Information on this site was derived from data which was compiled by the Rockford Township Assessor's office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of data herein, its use, or its interpretation.*

*Although it is periodically updated, this information may not reflect the data currently on file in the Assessor's office. The assessed values may NOT be certified values and therefore may be subject to change before being finalized for ad valorem assessment purposes.*

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**ROCKFORD TOWNSHIP PROPERTY INFORMATION**

Property	Aerial	Values & Exemptions	Tax Bills
----------	--------	---------------------	-----------

**Property Location****Parcel Number:**

11-23-390-002

**Property Code:**

203C695

**Address:**

503 E STATE ST  
Rockford, IL 61104

**Taxpayer:**

GT PARTNERS LLC  
303 NO MAIN ST  
ROCKFORD, IL 61101

**Legal Description**

ASSRS PLAT BLK 37 EAST RKFD LOT 015  
BLOCK 037

**SEC / TWP / [LOT] / RNG [BLK] / ACRES**

000      015      037      0.00

**Improvement Information****NBHD:**

56842

**Class:**

COMMERCIAL

**Land Use:**

RETAIL/BUSINESS

**Building Name:**

VINTAGE 501

**Zoning:**

C4

**Year Built:**

1900

**Exterior Wall Height:**

11

**Exterior Walls:**

BRICK/STONE

**Gross Building SF:**

1,419

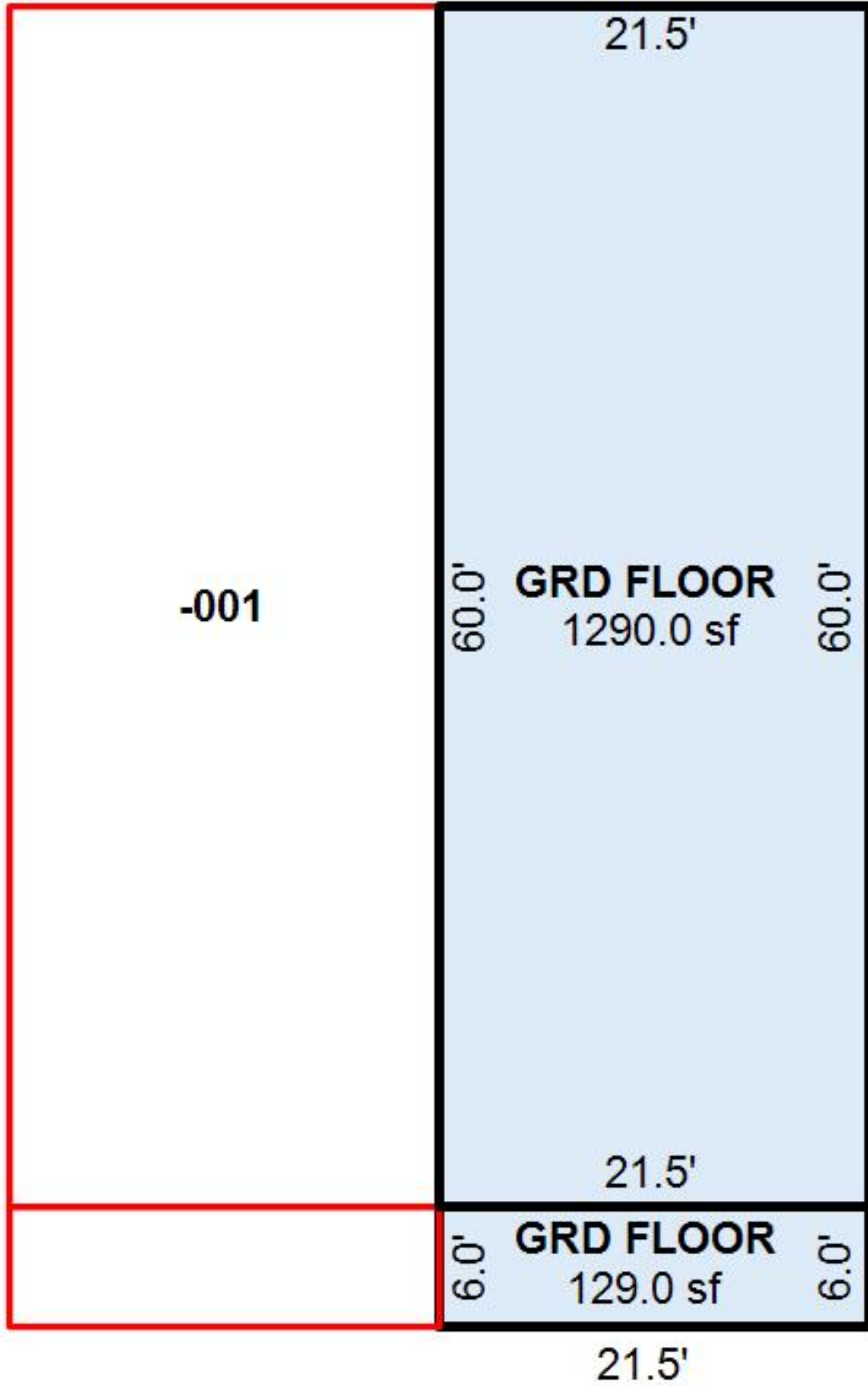
**Land SF:**

1,452

## Sketch

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**Building Permits**

Pick-Up Year	BP Amount	Purpose
2008	6,500.00	REMODEL
2005	0.00	INT DEMO 1 WL/LIT ITALY

**Sales History**

No recent Sales on file
-------------------------

**Notes**

SDR OLD 1 STY MAS 22X60 RESTAURANT CDU-FR; 2014 REVALUE

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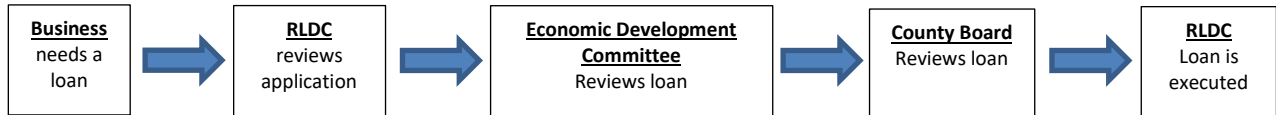
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## Winnebago County Revolving Loan Fund (RLF) Program Overview

<p><b><u>Rockford Local Development Corporation (RLDC)</u></b>                  Manages the Revolving Loan Fund Program on behalf of Winnebago County</p> <ul style="list-style-type: none"> <li>RLDC Agreement approved November 26, 2014</li> <li>Amendment approved January 28, 2016</li> </ul>	
John Phelps Executive Director of RLDC #815-987-8675	<a href="http://rldc.us/index.asp">http://rldc.us/index.asp</a> 120 West State Street, Suite 306 Rockford, IL 61101

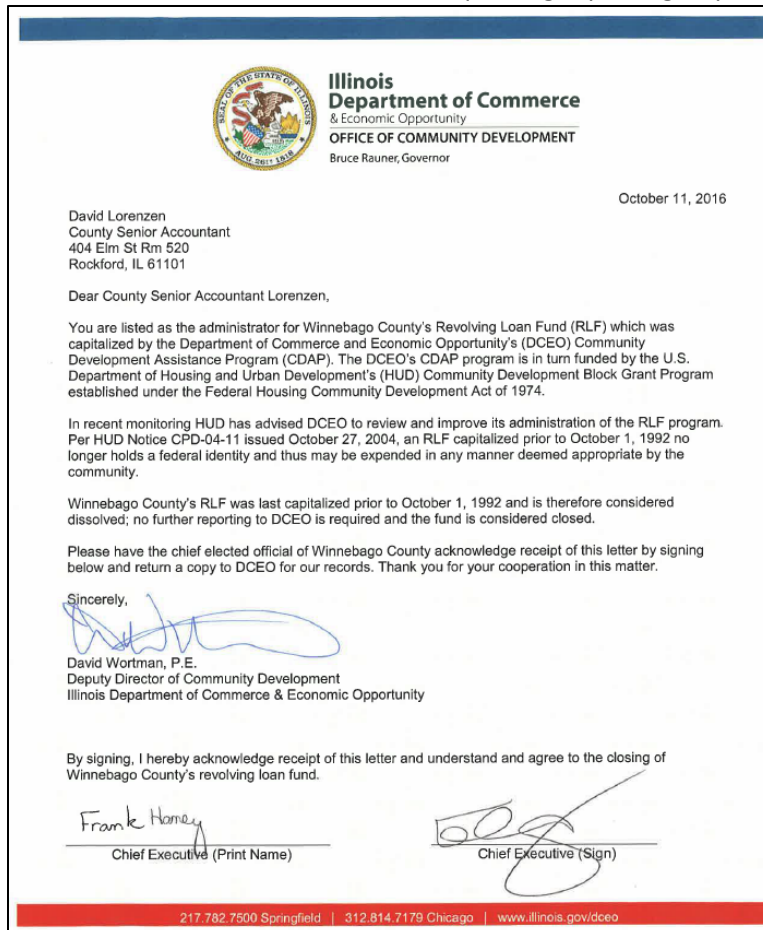
### REVOLVING LOAN FUND PROCESS IN A NUTSHELL

*(Assuming approval at each step)*



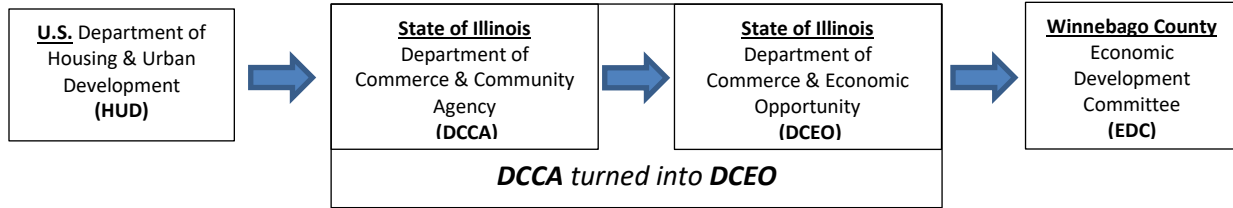
- Program is used for Gap Financing, examples of use...
  - Land & Building
  - Equipment & Machinery
  - Working Capital

### 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
  - Interest balance grows account for further community investment

## Activity Summary

- Since September 28, 2015 through present (April 1, 2023)
  - **26** loans processed
    - Average number of loans per year **2.89**
  - **\$1,590,500** loans invested into the community
  - Estimated **176.50** Full-Time Equivalent (FTE) jobs created
- Average loan *approximately*...
  - Amount **\$61,200**
    - Loan amounts have ranged from \$17,500 to \$200,000
  - Interest Rate **6.39%**
    - Interest rates have ranged from 5.0% to 9.0%
  - Year (term) length **6.73**
    - Loan (term) lengths have ranged from 5 to 10 years
    - At times may be amortized out longer, but with balloon payment

**OPERATIONS &  
ADMINISTRATIVE  
COMMITTEE**

**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](mailto: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

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**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

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

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

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**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](http://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".

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

2<sup>nd</sup> 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](mailto: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
<b>Grand Total</b>				<b>\$58,648.14(USD)</b>		

**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.





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
<b>Total (excluding Tax)</b>	<b>\$43,243.76</b>

# 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 \_\_\_\_\_





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

# Quotation

Date	Estimate #
2/28/2023	296456

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

<b>Ship To</b>
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 \_\_\_\_\_

<b>Subtotal</b>	\$1,940.00
<b>Sales Tax (0.00)</b>	\$0.00
<b>Total</b>	<b>\$1,940.00</b>

# 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
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)	
F intersection light - ION mini-T (red/blue) <i>WH TLMIJ</i>	2.00	118.00	236.00	Front intersection (2 ION mini-T, red/blue)	
Cargo side window light - wide-angle ION (red/blue) <i>WH WIONJ</i>	2.00	122.50	245.00	Cargo side window (2 wide-angle ION, red/blue)	
Rear window light - ION (red) <i>WH IONR</i>	1.00	122.50	122.50	Rear window interior (2 ION, red & blue), includes vehicle-specific covers	
Rear window light - ION (blue) <i>WH IONB</i>	1.00	122.50	122.50	Hatch bottom (2 ION T, red & blue)	
Rear window ION cover <i>FD 13B46-</i>	2.00	58.00	116.00	Tail lamp flasher (SoundOff P)	
Hatch bottom light - ION T (red) <i>WH TLIR</i>	1.00	133.50	133.50	Windshield light (FS XStream dual head, red/blue/white) w/ visor mount for 2020+ PIU	
Hatch bottom light - ION T (blue) <i>WH TLIB</i>	1.00	133.50	133.50	Other equipment:	
Tail light flasher (SO -P) <i>SO ETFBSSN-P</i>	1.00	62.00	62.00	Remote siren (Alpha SL)	
Windshield light, dual head (FS XStream, red/blue/white) <i>FS XSM2-BRW</i>	1.00	335.00	335.00	Siren / light controller (Feniex 4200 Mini)	
Windshield light visor mount kit for 2020+ PIU <i>FS XSMBKT11</i>	1.00	83.50	83.50	Siren speaker & vehicle-specific bracket (Whelen)	
Antenna cable - RG58/U, 20 ft <i>ANTCAB MB8U</i>	2.00	24.01	48.02	Dual-band radio (w/ base & head) and speaker w/ new antenna cables, roof Starcom antenna & weather cap	
Antenna cable connector - mini-UHF, male <i>ANTCABCON MINUHF</i>	2.00	3.86	7.72	Ignition override (Secure Idle)	
Antenna mast - 3.3" Starcom <i>ANTWHIP</i>	1.00	14.84	14.84	Weapon storage compartment (cargo headliner area) w/ non-partition mount kit and gun lock timer (LOFT)	
Antenna weather cap <i>ANTWCAP QWRCB</i>	1.00	9.20	9.20	SHIPPING	185.00
Ignition override (Secure Idle) <i>SI 340U</i>	1.00	152.00	152.00	NOTE: This estimate is for ONE car.	
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 Odom In: 0  
 Unit # : 2022 ESTIMATE  
 VIN # :

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	Winnemago 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
<b>TOTAL COST</b>	\$26,118.00
<b>ESTIMATED TOTAL W/ TAX</b>	\$26,118.00

**Discount Summary**

Average Savings Per Year	\$10,750.32
<b>TOTAL SAVINGS</b>	\$10,750.32

**Payment Summary**

Date	Subtotal	Tax	Total
Jun 2023	\$26,118.00	\$0.00	\$26,118.00
<b>Total</b>	<b>\$26,118.00</b>	<b>\$0.00</b>	<b>\$26,118.00</b>

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
<b>Program</b>									
Fleet2-TAP	Fleet 2 Without TAP	9	12	\$193.54	\$94.00	\$94.00	\$10,152.00	\$0.00	\$10,152.00
<b>A la Carte Hardware</b>									
11634	CRADLEPOINT IBS900-1200M-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
<b>Total</b>							<b>\$26,118.00</b>	<b>\$0.00</b>	<b>\$26,118.00</b>

## 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
<b>Total</b>				<b>\$26,118.00</b>	<b>\$0.00</b>	<b>\$26,118.00</b>

# AUTO BEAUTIFIERS **No: 52723**

2230 N. Central • Rockford, IL 61101  
Phone: 815-963-4133 • Fax: 815-963-4160

Quan.	Part No.	ARTICLE	PRICE

NAME Winn County DATE 3/28/23  
 ADDRESS Sheriff Dept PHONE NO. \_\_\_\_\_

Make & Model	Lic. No. & State	Motor No.	Serial No.	Mileage

Operation No.	DESCRIPTION	AMOUNT
	Quote	
	Install Decals on 6	
	Swords	1500.00
	250.00 via.	

QUAN.	ACCESSORIES	PRICE	TOTAL PARTS:
			TOTAL LABOR: 1500.00
TOTAL PARTS			GAS, OIL, GREASE:
GALS, GAS	@		STORAGE:
QTS, OIL	@		TOWING:
LBS, GREASE	@		SALES TAX:
TOTAL: GAS, OIL, GREASE	TOTAL ACCESSORIES:		TOTAL AMOUNT: 1500.00

I hereby authorize repair work to be done as described above with necessary parts, to be listed at your regular prices. I agree to pay cash on delivery of car or on satisfactory terms to you and until paid in full it shall constitute a lien on this car. I further agree that you will not be held responsible for car or articles left in car in case of fire, theft, accidents or other causes beyond your control. My car may be driven by your employees for tests at my own risk.

DATE PROMISED \_\_\_\_\_ WORK AUTHORIZED BY \_\_\_\_\_  
 DATE DELIVERED \_\_\_\_\_ RECEIVED BY \_\_\_\_\_

## AUTO BEAUTIFIERS No: 52723

2230 N. Central • Rockford, IL 61101  
Phone: 815-963-4133 • Fax: 815-963-4160

Quan.	Part No.	ARTICLE	PRICE

NAME Waukegan County      DATE 3/28/23  
 ADDRESS Sheriff Dept      PHONE NO. \_\_\_\_\_

Make & Model	Lic. No. & State	Motor No.	Serial No.	Mileage

Operation No.	DESCRIPTION	AMOUNT
	<u>Quote</u>	
	<u>Install Decals on</u>	
	<u>4 swabs</u>	
	<u>250.00 ea.</u>	<u>2250.00</u>

QUAN.	ACCESSORIES	PRICE	TOTAL PARTS:	
			TOTAL LABOR:	<u>2250.00</u>
			GAS, OIL, GREASE:	
			STORAGE:	
			TOWING:	
			SALES TAX:	
			TOTAL AMOUNT:	<u>2250.00</u>

I hereby authorize repair work to be done as described above with necessary parts. to be listed at your regular prices. I agree to pay cash on delivery of car or on satisfactory terms to you and until paid in full it shall constitute a lien on this car. I further agree that you will not be held responsible for car or articles left in car in case of fire, theft, accidents or other causes beyond your control. My car may be driven by your employees for tests at my own risk.

DATE PROMISED \_\_\_\_\_ WORK AUTHORIZED BY \_\_\_\_\_  
 DATE DELIVERED \_\_\_\_\_ RECEIVED BY \_\_\_\_\_



# 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

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

### 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

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**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 20<sup>TH</sup> 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 20<sup>TH</sup> 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**

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

**PUBLIC WORKS  
COMMITTEE**





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday April 18, 2023

**Resolution Title:** (23-009) Resolution Authorizing a Joint Funding Agreement with the State of Illinois for the Belvidere Road Safety Project and for Appropriating Local Funds.

**County Code:** PWC Resolution #23-009

**Board Meeting Date:** Thursday April 27, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$ 925,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 461/463-46330	<b>Budget Impact FY2023:</b> \$ 552,000

**Background Information:** This joint funding agreement is to be able to use the federal funds from IDOT's Highway Safety Improvement Program (HSIP) grant and covid relief funds that were allocated to this project. It also appropriates the local match funds.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After approval by the County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**23-CR-XXX**

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

**RESOLUTION AUTHORIZING A  
JOINT FUNDING AGREEMENT WITH THE STATE OF ILLINOIS FOR THE  
BELVIDERE ROAD SAFETY PROJECT AND FOR APPROPRIATING LOCAL FUNDS  
(SECTION: 21-00689-00-SP)**

**WHEREAS**, the Winnebago County Highway Department applied to the State of Illinois Department of Transportation for federal funds under the "Highway Safety Improvement Program (HSIP)" for enhancing the safety of Belvidere Road from Main St. to IL Rte-173; and

**WHEREAS**, the total estimated cost for construction is \$2,318,625.16 with the County being selected to receive HSIP- federal funds for said project at 90% of the construction cost and at a not to exceed \$1,198,580.00; and

**WHEREAS**, the State of Illinois is contributing federal COVID funds for this project at a not to exceed limit of \$195,045.16; and

**WHEREAS**, the federal fund source requires a match of local funds, of which a total of \$925,000.00 will need to be appropriated from the Federal Aid Match and County Highway funds as a requirement of the Local Public Agency Agreement for Federal Participation for construction; and

**WHEREAS**, it would be in the public interest to enter into the attached Joint Funding Agreement for Federal Participation for the Belvidere Road Safety Project from Main Street in Roscoe to IL Rte. -173 and to appropriate monies from the Federal Aid Match and County Highway Funds to cover the County's share of the cost of construction.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Joint Funding Agreement for Federal Participation and that the sum of Nine hundred twenty five thousand dollars (\$925,000.00) is hereby appropriated from the Federal Aid Match and County Highway Funds via IDOT BLR form 09110, both in substantially the form attached hereto under Section 21-00689-00-SP; and

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

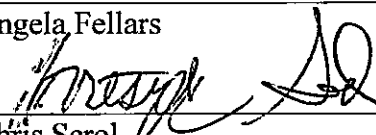


\_\_\_\_\_  
Dave Tassoni, Chairman

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

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

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

  
\_\_\_\_\_  
Chris Scrol

\_\_\_\_\_  
Chris Scrol

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

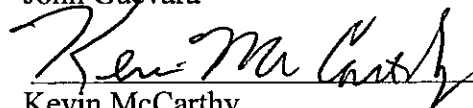
\_\_\_\_\_  
Jim Webster

\_\_\_\_\_  
John Penney

\_\_\_\_\_  
John Penney

\_\_\_\_\_  
John Guevara

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John Guevara

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

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

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

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

ATTEST:

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



**LOCAL PUBLIC AGENCY**

Local Public Agency <b>Winnebago County</b>		County <b>Winnebago</b>	Section Number <b>21-00689-00-SP</b>
Fund Type <b>HSIP/COVID</b>	ITEP, SRTS, HSIP Number(s) <b>202111008</b>	MPO Name <b>RPC</b>	MPO TIP Number <b>2-21-2</b>

**Construction**

State Job Number <b>C-92-045-22</b>	Project Number <b>Q20(020)</b>
--	-----------------------------------

- Construction on State Letting     Construction Engineering     Utilities     Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**LOCATION**

Local Street/Road Name <b>Belvidere Road</b>	Key Route <b>FAU 9884</b>	Length <b>4.75 miles</b>	Stationing From <b>03:58</b>	To <b>08.33</b>
Location Termini <b>From Main Street to ILL 173</b>				
Current Jurisdiction <b>Winnebago County</b>	Existing Structure Number(s)	Add Location <b>Remove</b>		

**PROJECT DESCRIPTION**

This job will provide a 4 foot wide HMA shoulder including excavation/grading of existing shoulder, aggregate base course and rumble strips. A 2" HMA overlay of the existing road and signage on curves. Also some guardrail and street lights will be installed.

**LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS**

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

**METHOD OF FINANCING - (State-Let Contract Work Only)**

Check One

- METHOD A - Lump Sum** (80% of LPA Obligation \_\_\_\_\_)  
Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs;
- METHOD B - \_\_\_\_\_ Monthly Payments** of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
- METHOD C - LPA's Share** \_\_\_\_\_ Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.  
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

#### **THE LPA AGREES:**

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA**'s certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

- modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
  17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
  18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

#### **THE STATE AGREES:**

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

#### **IT IS MUTUALLY AGREED:**

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any **USDOT** - assisted contract or in the administration of its **DBE** program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of **USDOT** - assisted contracts. The **LPA's** **DBE** program, as required by 49 CFR part 26 and as approved by **USDOT**, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a **USDOT** - approved **LPA** **DBE** Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** **USDOT** approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

#### **FISCAL RESPONSIBILITIES:**

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice:** The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the LPA expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes..
7. **Federal Registration:** LPA's are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

#### ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

--

Title of Official

--

Signature

Date

--	--

The above signature certifies the agency's TIN number is  
366006681 conducting business as a Governmental Entity.

DUNS Number 010243822

UEI \_\_\_\_\_

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

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Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

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Yangsui Kim, Chief Counsel

Date

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Vicki Wilson, Chief Fiscal Officer

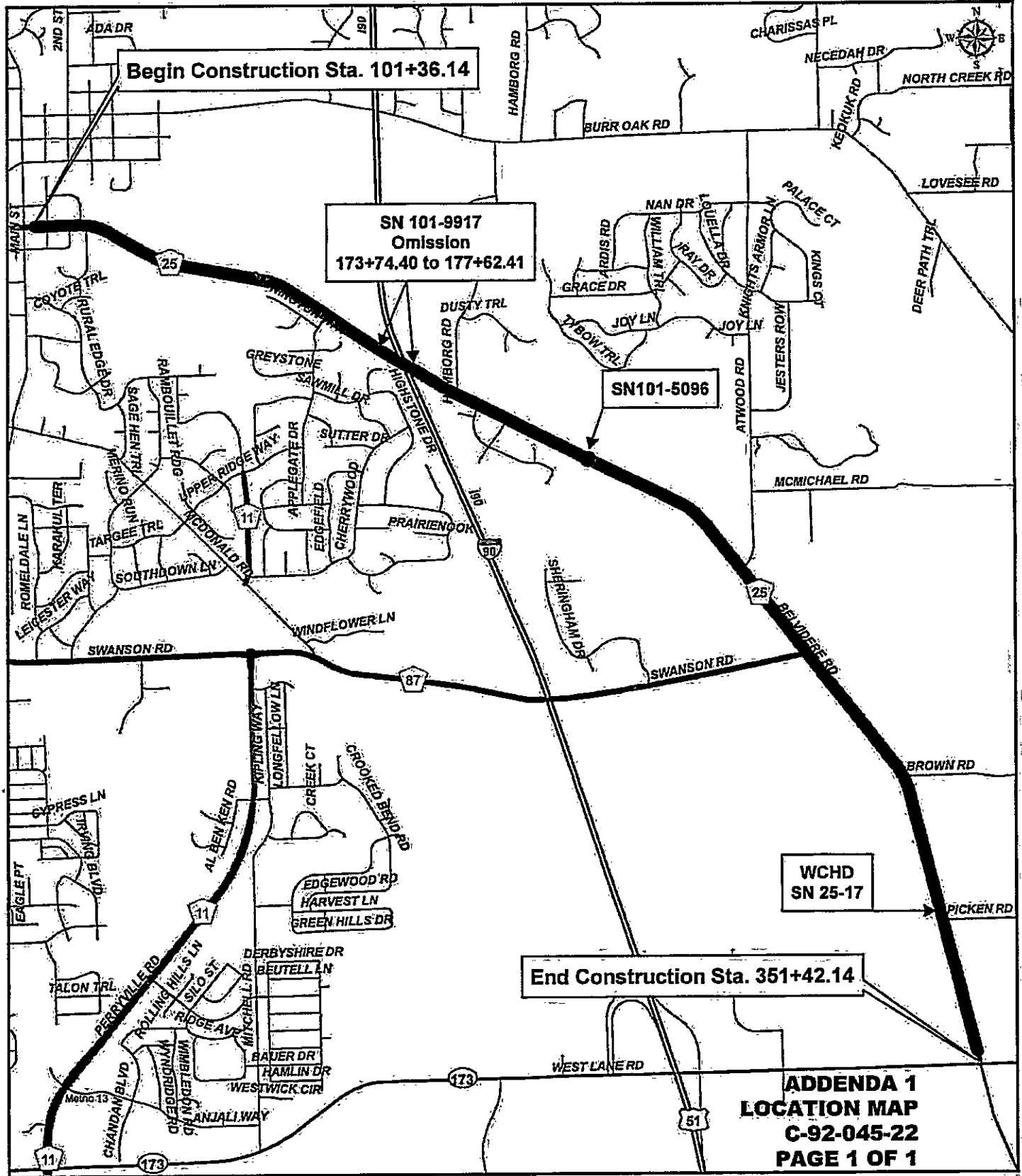
Date

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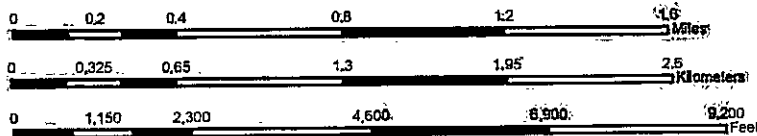
**NOTE:** A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.





**ADDENDA 1**  
**LOCATION MAP**  
**C-92-045-22**  
**PAGE 1 OF 1**



**PROJECT LOCATION MAP**





Is this project a bondable capital improvement?

Yes  No

Resolution Type	Resolution Number	Section Number
Original		21-00689-00-SP

BE IT RESOLVED, by the Board of the County of the County

of Winnebago Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Belvidere Road	1	CH-25	Main Street, Roscoe Village	IL-Route 173

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

Installation of 4 ft wide HMA shoulders including excavation/grading of existing shoulder, aggregate base course and rumble strips. A 2" HMA overlay of the existing road, signage on curves, guardrail upgrade, installation of new guardrails, installation of 3-street lights and other ancillary work. Federal Aid (FA) Match and County Highway Funds to be used for the local match.

2. That there is hereby appropriated the sum of Nine hundred twenty five thousand only

local Dollars ( \$925,000.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds. (County Highway & FA Match)

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

I, Lori Gummow County Clerk in and for said County

of Winnebago 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 of Winnebago at a meeting held on April 27, 2023

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27 day of April, 2023

(SEAL)

Clerk Signature & Date

[Signature box]

Approved

Regional Engineer Signature & Date Department of Transportation

[Signature box]



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday April 18, 2023

**Resolution Title:** (23-010) Resolution Authorizing a Joint Funding Agreement with the State of Illinois for the Perryville Path Extension and for Appropriating Local Funds.

**County Code:** PWC Resolution #23-010

**Board Meeting Date:** Thursday April 27, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$ 160,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 463-46330	<b>Budget Impact FY2023:</b> \$ 160,000

**Background Information:** This funding agreement is to be able to use the federal funds from IDOT's Illinois Transportation Enhancement Program (ITEP) grant that were allocated to this project. It also appropriates the local match funds.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After approval by the County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**23-CR-XXX**

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

**RESOLUTION AUTHORIZING A  
JOINT FUNDING AGREEMENT WITH THE STATE OF ILLINOIS FOR THE  
PERRYVILLE PATH EXTENSION AND FOR APPROPRIATING LOCAL FUNDS  
(SECTION 21-00633-01-BT)**

**WHEREAS**, the Winnebago County Highway Department applied to the State of Illinois Department of Transportation for Federal Funds under the Illinois Transportation Enhancement Program (ITEP) for construction of a bike path along the east side of Perryville Road from Anjali Way to Willow Brook Lane; and

**WHEREAS**, the total estimated cost for construction is \$820,600.00 with the County being selected to receive ITEP funds for said path project at a not to exceed limit of \$587,200.00; and

**WHEREAS**, the State of Illinois is contributing State Match funds at a not to exceed limit of \$73,400.00; and

**WHEREAS**, the federal fund source requires a match of local funds, of which a total of \$160,000.00 will need to be appropriated from the County FA Match Fund as a requirement of the Local Public Agency Agreement for Federal Participation; and

**WHEREAS**, it would be in the public interest to enter into the attached Local Public Agency Agreement for Federal Participation to construct a bike path on the east side of Perryville Road from Anjali Way to Willow Brook Lane and to appropriate monies from the County Highway Fund to cover the County's share of the cost of construction.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago, the attached Joint Funding Agreement and that the sum of seventy three thousand four hundred dollars (\$73,400.00) is hereby appropriated from the County Highway Fund via IDOT form 09110, both in substantially the form attached hereto under Section 21-00633-01-BT; and

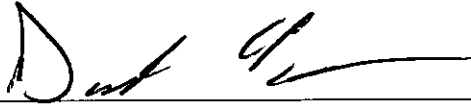
**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption; and

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

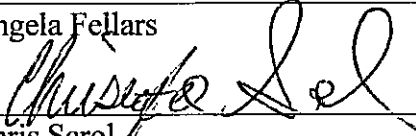
DISAGREE



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

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

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



\_\_\_\_\_  
Chris Scrol

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

\_\_\_\_\_  
Chris Scrol



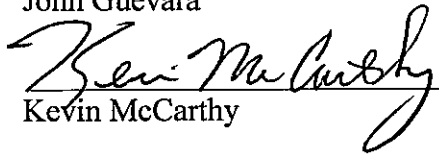
\_\_\_\_\_  
Jim Webster

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

\_\_\_\_\_  
John Penney

\_\_\_\_\_  
John Penney

\_\_\_\_\_  
John Guevara



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

\_\_\_\_\_  
John Guevara

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

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

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

ATTEST:

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



LOCAL PUBLIC AGENCY			
Local Public Agency	County	Section Number	
Winnebago County	Winnebago	21-00633-01-BT	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
ITEP/State Match	243009	RPC	2-21-3

**Construction**

State Job Number	Project Number
C-92-008-22	EKFU(347)

Construction on State Letting     Construction Engineering     Utilities     Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION				
Local Street/Road Name	Key Route	Length	Stationing	
North Perryville Road	FAU 5153	1.21 miles	From 00.51	To 01.72
Location Termini				
From Anjali Way to Willowbrook Lane				
Current Jurisdiction	Existing Structure Number(s)		Add Location	
Winnebago County	N/A		Remove	

PROJECT DESCRIPTION
This is an off-road multi-use path that will be 10 feet wide bi-directional with 2' shoulders. Signage will be applied. Some storm sewer and curb and gutter will be needed to accommodate the path.

**LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS**

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

**METHOD OF FINANCING - (State-Let Contract Work Only)**

Check One

- METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_)**  
Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
- METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.**  
Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
- METHOD C - LPA's Share \_\_\_\_\_ Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.**  
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

23-06

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to the LPA on this or any other contract. The STATE at its sole option, upon notice to the LPA, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

**THE LPA AGREES:**

1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or



- modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

#### **THE STATE AGREES:**

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
  - a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

#### **IT IS MUTUALLY AGREED:**

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

#### **FISCAL RESPONSIBILITIES:**

1. **Reimbursement Requests:** For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice:** The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.  
Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
6. **Single Audit Requirements:** If the LPA expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes..
7. **Federal Registration:** LPA's are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

#### ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

--

Title of Official

--

Signature

Date

--	--

The above signature certifies the agency's TIN number is  
366006681 conducting business as a Governmental Entity.

DUNS Number 010243822

UEI \_\_\_\_\_

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

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By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

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Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

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Yongsu Kim, Chief Counsel

Date

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Vicki Wilson, Chief Fiscal Officer

Date

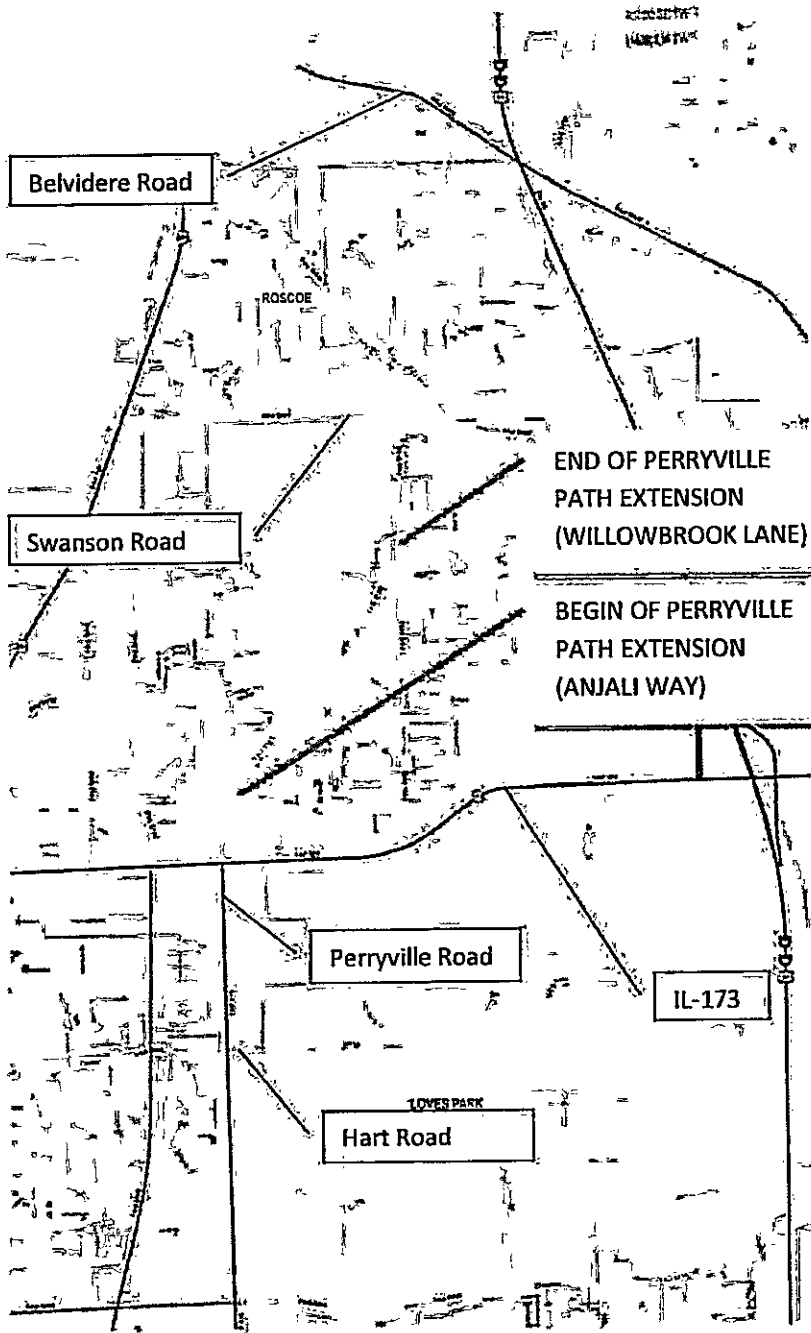
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**NOTE:** A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.

# ATTACHMENT 7: FUNCTIONAL CLASSIFICATION MAP

ITEP #:		IDOT Region 1, District 2
MPO	RMAP	Congressional District(s): 16
Route:	C.H. 11 (Perryville Road - FAP 414 & FAU 5153)	Legislative District(s):
Project Sponsor:	Winnebago County	Representative: 68
Proj Description:	Extension of Perryville Bike Path (Phase II)	Senate: 34
Location:	From Anjali Way to Willowbrook Lane	



W-5  
5-YEAR CLASSIFICATION MAP  
**ROCKFORD URBAN AREA**  
**HARLEM TOWNSHIP**  
WINNEBAGO COUNTY  
ILLINOIS

ILLINOIS DEPARTMENT OF TRANSPORTATION  
OFFICE OF PLANNING AND PROGRAMS  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

**5-Year Classification**

	Interstate
	Freeway, Expressway
	Other Principal Arterial
	Minor Arterial
	Collector - Urban
	Major Collector - Rural
	Minor Collector - Rural
	Local Highway, Streets
	Urban Boundary

FAP 49 Key Route Number for IIRIS System  
FAS 200

**Other Map Base Features**

	Interstate, U.S. State
	Railroad
	State Boundary
	County Boundary
	Incorporated Town
	River, Stream
	Waterbody
	Civil Township or District

**ADDENDA 1** 2 of 5  
**LOCATION MAP**  
**C-92-008-22**  
**PAGE 1 OF 1**





Resolution for Improvement Under the Illinois Highway Code

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

Table with Resolution Type (Original), Resolution Number, and Section Number (21-00633-01-BT)

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

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Perryville Bike Path Extension (E/S of Perryville Road), 1.24, FAU5153, Anjali Way, Willow Brook Lane

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

the extension of 10' wide HMA shared-use path along the east side of Perryville Road from Anjali Way to Willow Brook Lane. Local funds (FA Match) to be used for the local match.

2. That there is hereby appropriated the sum of one hundred and sixty thousand and 00/100

Dollars ( \$160,000.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds. (FA MATCH)

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

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

of Winnebago 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 of Winnebago at a meeting held on Date

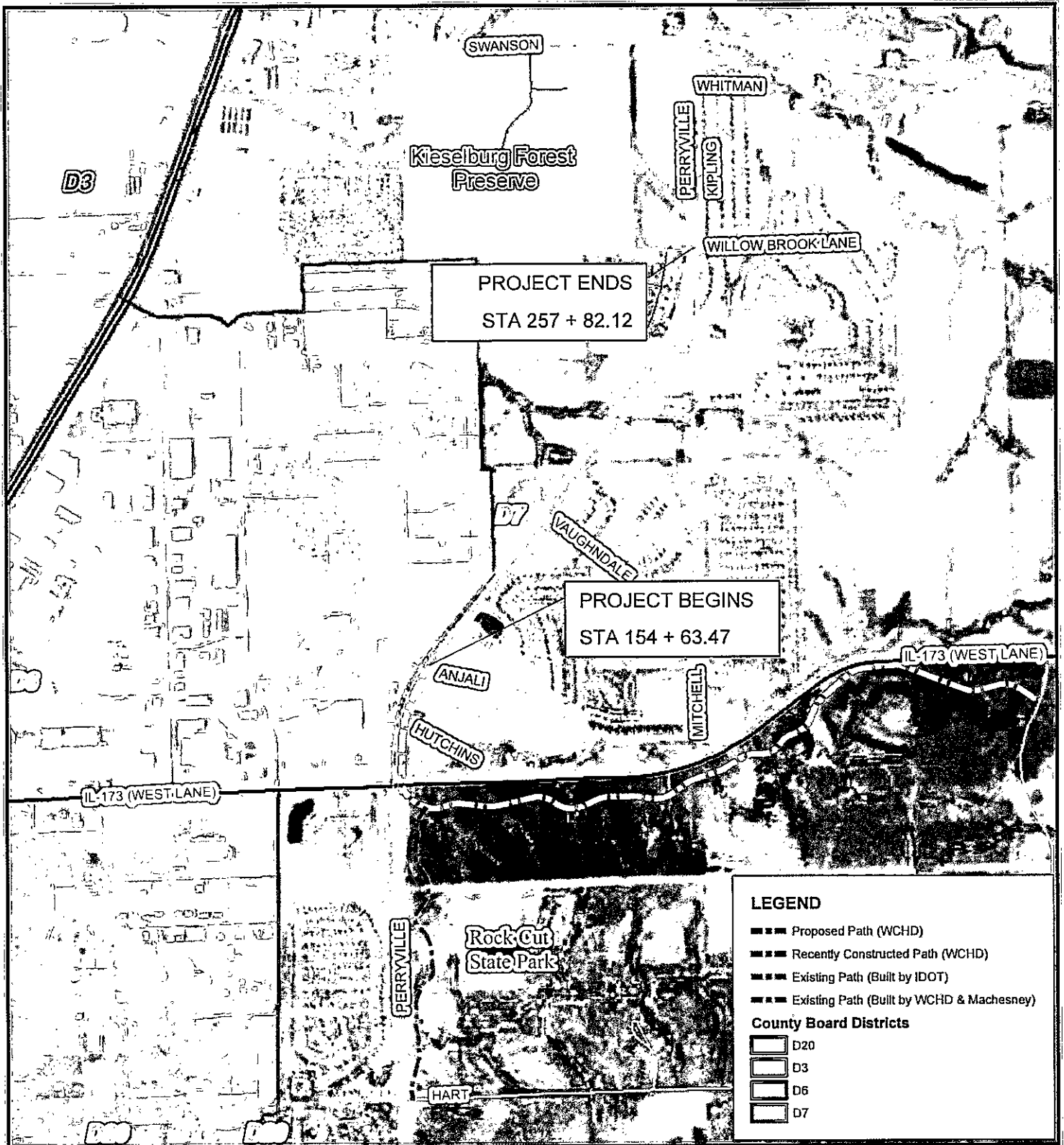
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation

# PROJECT LOCATION MAP (ANJALI WAY TO WILLOW BROOK LANE)



PROJECT ENDS  
STA 257 + 82.12

PROJECT BEGINS  
STA 154 + 63.47

### LEGEND

- ■ ■ Proposed Path (WCHD)
- ■ ■ Recently Constructed Path (WCHD)
- ■ ■ Existing Path (Built by IDOT)
- ■ ■ Existing Path (Built by WCHD & Machesney)

### County Board Districts

- D20
- D3
- D6
- D7



0 0.25 0.5 1 Miles

### PROJECT NOTES:

- PROJECT BEGINS AT ANJALI WAY WHICH IS WHERE THE EXISTING PERRYVILLE PATH ENDS. THE PROPOSED PATH CONTINUES NORTH AND PRIMARILY ALONG THE EAST SIDE OF PERRYVILLE ROAD AND WITHIN THE ROW.
- PROJECT LOCATED IN COUNTY BOARD DISTRICT 7

### LOCATION MAP

Printed on: 4/12/2023



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday April 18, 2023

**Resolution Title:** (23-011) Resolution Authorizing an Agreement with Axim Geospatial, LLC for Professional Services.

**County Code:** PWC Resolution #23-011

**Board Meeting Date:** Thursday April 27, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$ 668,900
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 461-46331	<b>Budget Impact:</b> \$ 300,000

**Background Information:** A \$668,900 Statewide Planning and Research (SPR) grant was issued to the County Highway Department for data collection and public asset management, and an agreement with the State was approved by the County Board on 1/26/2023. This agreement is for the data collection phase of this project. Statement of qualifications were received from three different companies. The cost is fully reimbursable by the grant.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After approval by the County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**



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

**23-CR-XXX**

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
AXIM GEOSPATIAL, LLC FOR PROFESSIONAL SERVICES  
(SECTION 22-00707-00-ES)**

**WHEREAS** the Winnebago County Highway Department has received some \$535,120 of federal Statewide Planning and Research Funds (SPR) and \$133,780 of State funds from the Illinois Department of Transportation's (IDOT), for a scope of work that includes: countywide data collection and extraction, a GIS centric asset management system, GIS related software, training, and rugged / field tablets for use in the field; and

**WHEREAS**, Axim Geospatial has agreed to provide the data collection and extraction services using mobile LiDAR and 360-degree street imagery technology for a not to exceed price of \$434,254.24; and

**WHEREAS** it would be in the public interest to enter into the attached Local Public Agency Engineering Services Agreement (AGREEMENT) to provide the data collection and extraction for the not to exceed price of \$434,254.24.

**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 the attached AGREEMENT with Axim Geospatial at a not to exceed price of \$434,254.24, in substantially the form attached hereto; and

**BE IT FURTHER RESOLVED** that the AGREEMENT entered into shall not become effective and binding unless and until the respective parties have executed them; and

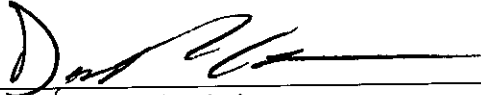
**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption; and

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

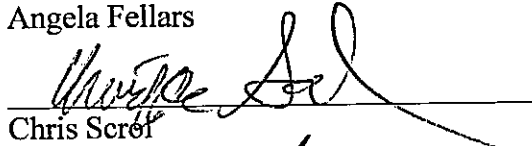
DISAGREE



Dave Tassoni, Chairman

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

Angela Fellars



Chris Scrol

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

\_\_\_\_\_  
Chris Scrol



Jim Webster

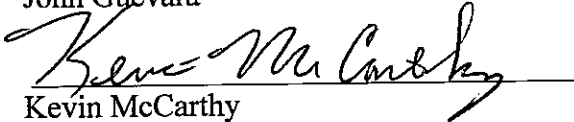
\_\_\_\_\_  
Jim Webster

John Penney

\_\_\_\_\_  
John Penney

John Guevara

\_\_\_\_\_  
John Guevara



Kevin McCarthy

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

The County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2023, adopted the above and foregoing Resolution.

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

ATTEST:

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



Local Public Agency Engineering Services Agreement

Using Federal Funds? [X] Yes [ ] No Agreement For: Federal PE Agreement Type: Original

LOCAL PUBLIC AGENCY
Local Public Agency: Winnebago County: Winnebago Section Number: 22-00707-00-ES Job Number:
Project Number: Contact Name: Matt Fox Phone Number: (815) 319-4027 Email: mfox@hwy.wincoil.gov

SECTION PROVISIONS
Local Street/Road Name: N/A Key Route: N/A Length: N/S Structure Number: N/A
Location Termini: Countywide data collection Add Location Remove Location

Project Description
The Winnebago County Highway Department was awarded a Statewide Planning & Research Grant (IDOT Ref #: 23-1439-38293) to collect and extract data using mobile LiDAR and 360 degree street level imagery to develop agency asset databases for use in GIS and a future asset management system.

Engineering Funding [X] Federal [ ] MFT/TBP [ ] State [ ] Other
Anticipated Construction Funding [ ] Federal [ ] MFT/TBP [ ] State [ ] Other No construction (SPR Grant)

AGREEMENT FOR
[X] Phase I - Preliminary Engineering [ ] Phase II - Design Engineering

CONSULTANT
Prime Consultant (Firm) Name: Axim Geospatial, LLC Contact Name: Matthew Pujalte Phone Number: (205) 725-5838 Email: matthew.pujalte@aximgeo.com
Address: 100 QBE Way, Suite 1225 City: Sun Prairie State: WI Zip Code: 53590

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

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

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:
Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

**AGREEMENT EXHIBITS**

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514 )
- \_\_\_\_\_
- Standard Illinois Certifications
- County of Winnebago - Terms & Conditions

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

**II. THE LPA AGREES,**

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum  
\$434,254.24

Specific Rate

Cost plus Fixed Fee:

(Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula.)

$$\text{Total Compensation} = \text{DL} + \text{DC} + \text{OH} + \text{FF}$$

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

### III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is

suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

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

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

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

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

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

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

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

(a) Publishing a statement:

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

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;

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

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

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

AGREEMENT SUMMARY		
Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Axim Geospatial, LLC	84-4764173	\$434,254.24
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
N/A	N/A	\$0.00
Subconsultant Total		\$0.00
Prime Consultant Total		\$434,254.24
Total for all work		\$434,254.24

AGREEMENT SIGNATURES

Executed by the LPA:

The  of

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago	Axim Geospatial, LLC	Winnebago	22-00707-00-ES

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

<b>EXHIBIT A</b> <b>SCOPE OF SERVICES</b>
<b>FOR FEDERAL PARTICIPATION PROJECTS</b>
See Attached Proposal Response

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago	Axim Geospatial, LLC	Winnebago	22-00707-00-ES

**EXHIBIT B  
PROJECT SCHEDULE**

See Attached Proposal Response

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago	Axim Geospatial, LLC	Winnebago	22-00707-00-ES

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

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

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical approach	30%
Firm experience	30%
Staff capabilities	30%
Local presence	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	<input type="text" value="Axim Geospatial"/>
2	<input type="text" value="Cyclomedia"/>
3	<input type="text" value="Mandli Communications"/>

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago	Axim Geospatial, LLC	Winnebago	22-00707-00-ES
16 LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday April 18, 2023

**Resolution Title:** (23-012) Resolution Awarding Bid for Vegetation Control

**County Code:** PWC Resolution #23-012

**Board Meeting Date:** Thursday April 27, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$37,520 (2 years)
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 464-43736	<b>Budget Impact:</b> \$ 18,760 (FY 2023)

**Background Information:** This is for spraying vegetation/weeds on medians, islands, adjacent to guard rails, etc. in 2023 and 2024 at a cost of \$18,760 per year.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After approval by the County Board. Two year contract.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

Sponsored by: David Tassoni  
Submitted by: Public Works

2023 -XXX

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**AWARDING BID FOR VEGETATION CONTROL**

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

**WHEREAS**, competitive bids were received on April 11, 2023 for Winnebago County for the following:

**VEGETATION CONTROL**

**WHEREAS**, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned item and recommends awarding the bids as follows:

**Weed Control/Spraying:**

LawnCare by Walter Inc.	\$ 18,760 (2023 season)
1515 S Meridian Rd.	\$ 18,760 (2024 season)
Rockford, IL 61102	

**WHEREAS**, the Public Works Committee has determined that the funding for the aforementioned purchase shall be as follows: **46400 – 43736**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that contract be issued to:

LawnCare by Walter Inc. in the amount of \$18,760 for the 2023 season and \$18,760 for the 2024 season for Weed Control/Spraying.

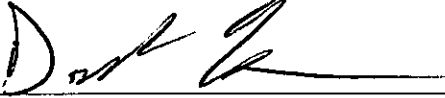
**BE IT FURTHER RESOLVED** that any contract entered into by the County Board Chairman pursuant to the authority granted by this Resolution shall contain substantially the same terms as those contained in the bid tab attached.

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



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

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

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

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



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Chris Scrol

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Chris Scrol



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Jim Webster

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Jim Webster

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John Penney

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John Penney

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John Guevara

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John Guevara



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

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

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

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

ATTEST:

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

**BID TAB**  
**VEGETATION CONTROL 23B-2284**  
**BID OPENING 4/11/23- 10:00 A.M.**

VENDOR	Lawncare By Walter
Weed Control/ Spraying to County Concrete Medians & Guard Rails	
Year One	\$18,760.00
Year Two	\$18,760.00
Total- Years One & Two	\$37,520.00





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday April 18, 2023

**Resolution Title: (23-013)** Resolution Authorizing the Award of Bid for the Perryville Road and Blackhawk Road Resurfacing Project in Cherry Valley Township

**County Code:** PWC Resolution #23-013

**Board Meeting Date:** Thursday April 27, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$ 315,901.66 Twp MFT
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 465 (Township)	<b>Budget Impact:</b> \$ 0

**Background Information:** This is for a Cherry Valley Township project. Since they are using their MFT funds, it is required that the County Board award the bid. There is no cost to the County.

**Recommendation:**

Staff recommends approval

**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**

**23-CR-XXX**

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

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR THE  
PERRYVILLE ROAD AND BLACKHAWK ROAD  
RESURFACING PROJECT IN CHERRY VALLEY TOWNSHIP  
(SECTION: 23-02000-02-GM)**

**WHEREAS**, Cherry Valley Township has planned to resurface Blackhawk Road between Perryville Road and 0.8 mile west from Perryville Rd and to resurface Perryville Rd between Blackhawk Rd and 0.8 mile north from Blackhawk Rd; and

**WHEREAS**, as Cherry Valley Township plans on using Motor Fuel Tax funding to pay for the work the contract must be awarded by the Winnebago County Board; and

**WHEREAS**, in connection with said project two (2) bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on April 10, 2023 for Section 23-02000-02-GM; with the low bid being from **Rock Road Companies in the amount of \$315,901.66**; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder Rock Road Companies in the amount of \$315,901.66.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on April 10, 2023 for Section 23-02000-02-GM from Rock Road Companies in the amount of \$315,901.66 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Rock Road Companies for the above noted work; and

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

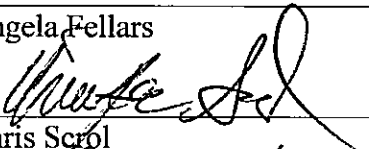
DISAGREE



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

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Dave Tassoni, Chairman

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Angela Fellars



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Angela Fellars

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Chris Scrol



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Chris Scrol

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Jim Webster

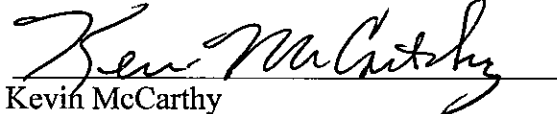


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Jim Webster

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John Penney

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John Penney

\_\_\_\_\_  
John Guevara



\_\_\_\_\_  
John Guevara

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

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

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

ATTEST:

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



### Tabulation of Bids



Local Public Agency	County	Section Number	Letting Date
Cherry Valley Township	Winnebago	23-02000-02-GM	04/10/23

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
\$0.00	

Bidder's Name	Rock Road Co. Inc.	Curran Contracting Co.	
Bidder's Address	P.O. Box 1818	286 Memorial Ct.	
City, State, Zip	Janesville, WI 53547	Crystal Lake, IL 60014	
Proposal Guarantee			
Terms			

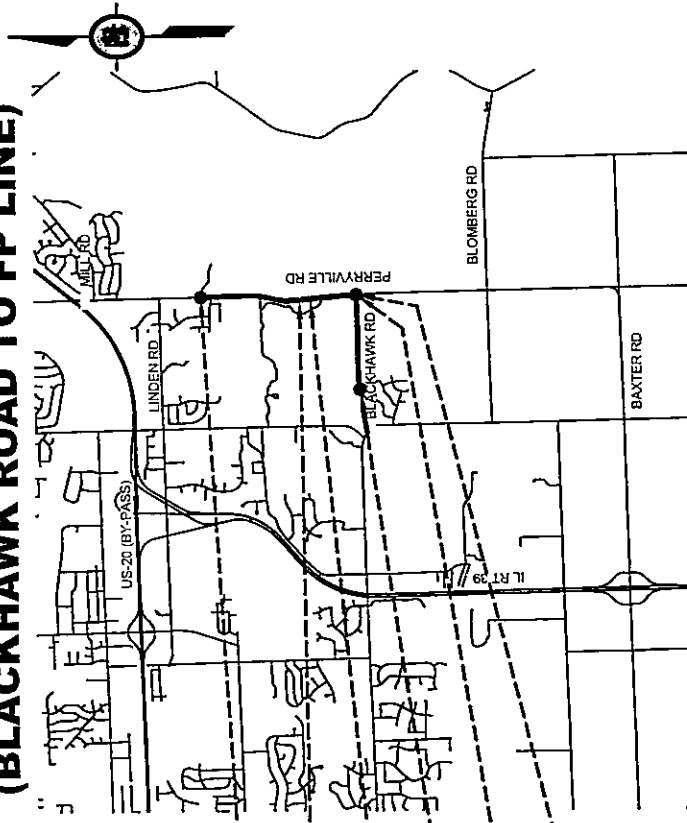
Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
40600275	BIT MATLS PR CT		POUND	73424	\$0.00	\$0.0100	\$734.24	\$0.0100	\$734.24	\$0.00
40604062	HMA SC IL-9.5 D N-70		TON	2602	\$0.00	\$83.0000	\$215,966.00	\$87.5000	\$227,675.00	\$0.00
40600990	TAMPORARY RAMP		SQ YD	112	\$0.00	\$31.6000	\$3,539.20	\$12.0000	\$1,344.00	\$0.00
44000157	HMA SURF REM 2		SQ YD	23235	\$0.00	\$2.0500	\$47,831.75	\$2.2500	\$52,278.75	\$0.00
48102100	AGG WEDGE SHLDR B		TON	611	\$0.00	\$29.7700	\$18,189.47	\$30.0000	\$18,330.00	\$0.00
70100460	TRAF CONT-PROT 701306		L SUM	1	\$0.00	\$4,500.0000	\$4,500.00	\$18,500.00	\$18,500.00	\$0.00
78000200	THPL PVT MK LINE 4		FOOT	33636	\$0.00	\$0.7500	\$25,227.00	\$0.6500	\$21,863.40	\$0.00
78000650	THPL PVT MK LINE 24		FOOT	19	\$0.00	\$6.0000	\$114.00	\$4.2500	\$80.75	\$0.00
<b>Total Bid:</b>						<b>As Read:</b>	<b>\$315,901.66</b>	<b>\$340,806.14</b>		
						<b>As Calculated:</b>	<b>\$315,901.66</b>	<b>\$340,806.14</b>	<b>\$0.00</b>	
						<b>% Over/Under:</b>				

# LOCATION MAP

SECTION NO.: 23-02000-02-GM  
**BLACKHAWK ROAD**  
**(PERRYVILLE ROAD TO 4450' W. of P'VILLE RD)**

**PERRYVILLE ROAD**  
**(BLACKHAWK ROAD TO FP LINE)**



PERRYVILLE RD
PROJECT END
STA 595+00
BRIDGE OMISSION
STRUCTURE # 3063
209 FEET
BRIDGE OMISSION
STRUCTURE # 3064
157 FEET
BLACKHAWK RD
PROJECT STARTS
STA 740Z
BLACKHAWK RD
PROJECT END
STA 44+50
PERRYVILLE RD
PROJECT STARTS
STA 548+39

PERRYVILLE ROAD: 4,461 FT = 0.84 MILES  
 BRIDGE OMISSION:  
 (STA 601+50 TO 548+69)(366 FT) = 0.06 MILES  
 NET PROJECT LENGTH: 4,095 FT = 0.78 MILES

BLACKHAWK ROAD: 4,450 FT = 0.84 MILES

ADT: 3,600 (2017) 5% TRUCKS	ADT: 1,950 (2017) 2% TRUCKS
FUNCTIONAL CLASSIFICATION: MAJOR COLLECTOR	FUNCTIONAL CLASSIFICATION: MAJOR COLLECT
DESIGN SPEED: 55 MPH	DESIGN SPEED: 55 MPH
DESIGN POLICY: 3R	DESIGN POLICY: 3R



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday April 18, 2023

**Resolution Title:** (23-014) Resolution Authorizing the Award of Bid for the Latham Road Shoulder Paving Project

**County Code:** PWC Resolution #23-014

**Board Meeting Date:** Thursday April 27, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$318,539.79
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 464-46330	<b>Budget Impact:</b> \$ 318,539.79

**Background Information:** This is part of a multi-phase plan to improve Latham Road from Owen Center Road to IL Route 2 and designate it as a Class II truck route. This bid is for paving the shoulders. Pipe culverts were replaced in 2022 and the resurfacing will be in 2024.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After approval by the County Board.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**23-CR-XXX**

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

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR THE  
LATHAM ROAD SHOULDER PAVING PROJECT  
(SECTION: 23-00000-03-GM)**

**WHEREAS**, Winnebago County plans to pave shoulders on Latham Road from Owen Center Road to 0.8 mile west of IL Route 2 as part of a multi-phase widening and resurfacing of said section of road; and

**WHEREAS**, Winnebago County plans on using Motor Fuel Tax (MFT) General funds to pay for the work; and

**WHEREAS**, in connection with said project two (2) bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on April 11, 2023 for Section 23-00000-03-GM; with the low bid being from **Rock Road Companies in the amount of \$318,539.79**; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder Rock Road Companies in the amount of \$318,539.79.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on April 10, 2023 for Section 23-00000-03-GM from Rock Road Companies in the amount of \$318,539.79 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Rock Road Companies for the above noted work; and

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

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

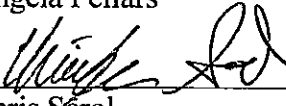
DISAGREE

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

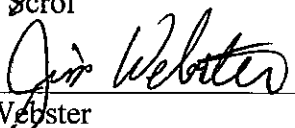
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Dave Tassoni, Chairman

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Angela Fellars

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Chris Scrol

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Jim Webster

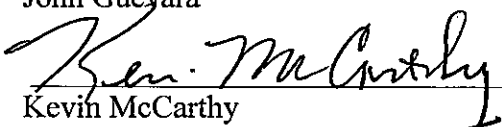
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Jim Webster

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John Penney

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John Guevara

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John Guevara

  
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Kevin McCarthy

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Kevin McCarthy

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

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

ATTEST:

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





# Tabulation of Bids



Local Public Agency: Winnebago County Highway
                         
 County: Winnebago
                         
 Section Number: 23-00000-03-GM
                         
 Letting Date: 04/11/23

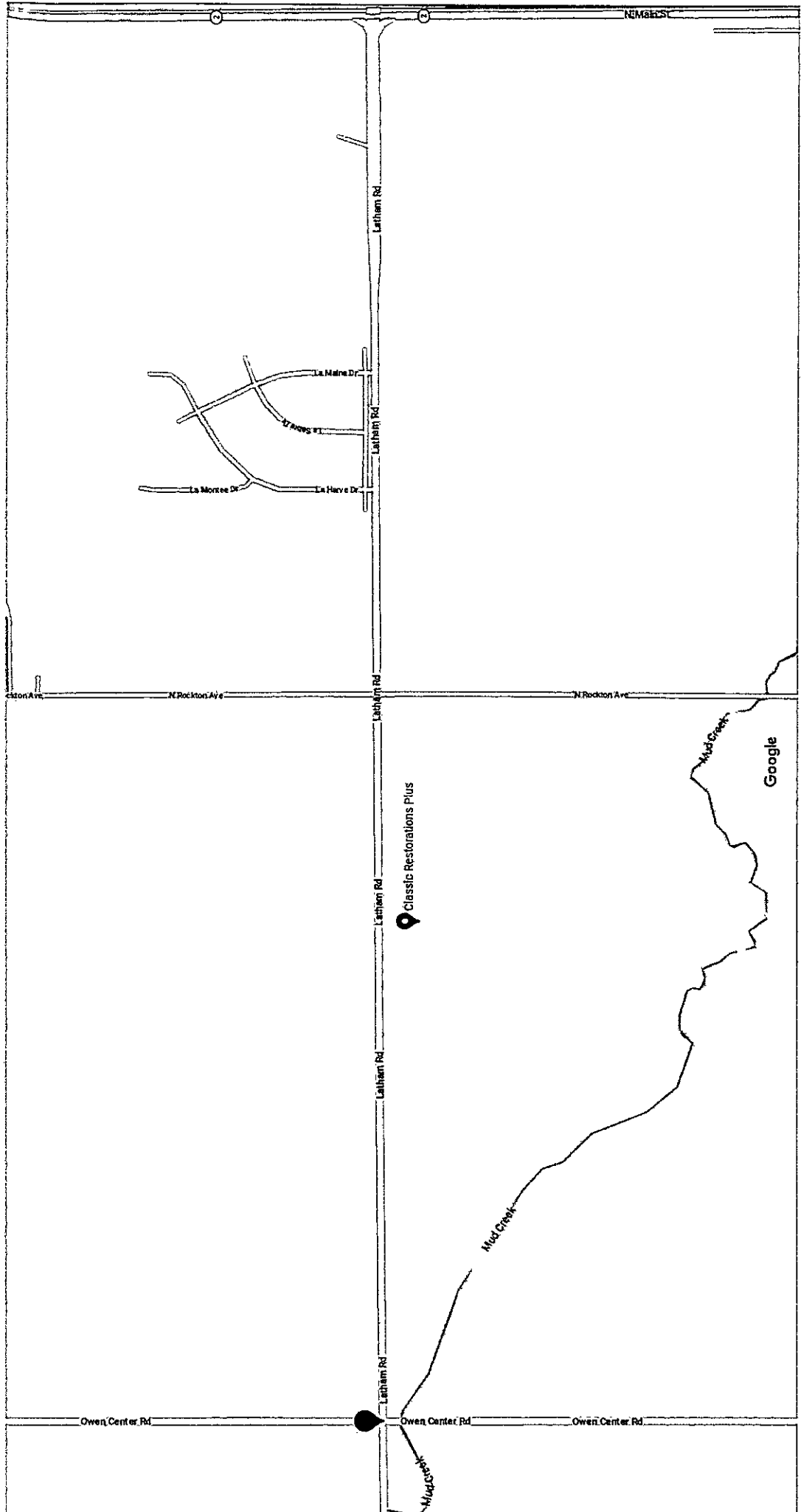
Approved Engineer's Estimate: \$331,924.00

Attended By (IDOT Representative(s)):

Bidder's Name	CURRAN	ROCK ROAD COMPANIES	
Bidder's Address	286 Memorial Court	PO Box 1818	
City, State, Zip	Crystal Lake, IL. 60014	Janesville, WI. 53547	
Proposal Guarantee			
Terms			

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20200600	EXC & GR EX SHOULDER		UNIT	142	\$300.0000	\$42,600.00	\$375.0000	\$53,250.00	\$310.0000	\$44,020.00	\$0.00	\$0.00
48102100	AGG WEDGE SHLDR B		TON	540	\$24.0000	\$12,960.00	\$18.2500	\$9,855.00	\$30.6600	\$16,556.40	\$0.00	\$0.00
48203021	HMA SHOULDER 6		SQ YD	9422	\$27.0000	\$254,394.00	\$26.2500	\$247,327.50	\$25.7900	\$242,993.38	\$0.00	\$0.00
67100100	MOBILIZATION		L SUM	1	\$6,000.0000	\$6,000.00	\$30,000.0000	\$30,000.00	\$5,000.0000	\$5,000.00	\$0.00	\$0.00
70103700	TRAFFIC CONTROL COMP		L SUM	1	\$6,000.0000	\$6,000.00	\$5,600.0000	\$5,600.00	\$5,000.0000	\$5,000.00	\$0.00	\$0.00
78001130	PAINT PVT MK LINE 6		FOOT	14200	\$0.3500	\$4,970.00	\$0.3500	\$4,970.00	\$0.3500	\$4,970.00	\$0.00	\$0.00
	Landscaping & Restoration		L SUM	1	\$5,000.0000	\$5,000.00	\$10,250.0000	\$10,250.00	\$0.0100	\$0.01	\$0.00	\$0.00
<b>Total Bid:</b>												
						As Read:						
						As Calculated:		\$361,252.50		\$318,539.79		\$0.00
						% Over/Under:		8.84 %		(4.03)%		



# LATHAM ROAD SHOULDER PAVING

## SECTION 23-00000-03-GM



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday April 18, 2023

**Resolution Title: (23-015)** Resolution Authorizing the Award of Bid for the 2023 Township Seal Coat Program.

**County Code:** PWC Resolution #23-015

**Board Meeting Date:** Thursday April 27, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$ 999,465.04 Twp MFT
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 465 (Township)	<b>Budget Impact:</b> \$ 0

**Background Information:** This is for annual township seal coat program (13 of the 14 townships are participating this year). Since they are using their MFT funds, it is required that the County Board award the bid. There is no cost to the County.

**Recommendation:**

Staff recommends approval

**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**

**23-CR-**

**Submitted by: Public Works Committee  
Sponsored by: David Tassoni**

**AWARD OF BID FOR THE 2023 TOWNSHIP SEAL COAT PROGRAM  
SECTION 23-XX000-01-GM**

**WHEREAS**, competitive bids were received on April 12, 2023 at the Winnebago County Highway Department for the for the 2023 Township Seal Coat Program as shown on the attached bid tabulation; and

**WHEREAS**, funding for this project is provided by each Township; and

**WHEREAS**, the State of Illinois requires that all township and road district projects utilizing Motor Fuel Tax (MFT) funds be awarded by the County Board; and

**WHEREAS**, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned item (s) and recommends awarding the bid as follows:

**A.C. Pavement Striping Co. for Group 2-14  
695 Church Rd  
Elgin, IL 60123**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the award, upon approval by the Illinois Department of Transportation (IDOT), be made to the low responsible bidder, A. C. Pavement Striping Co.

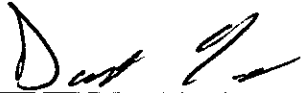
**BE IT FURTHER RESOLVED** that the Resolution shall be in full force and effect immediately upon its adoption and upon approval by the Illinois Department of Transportation; and

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, County Auditor, Director of Purchasing, Finance Director, Board Office and Winnebago County Engineer.

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

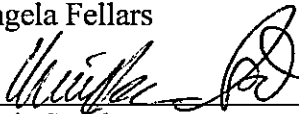
DISAGREE



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

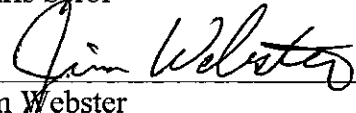
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Dave Tassoni, Chairman

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Angela Fellars



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Angela Fellars

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Chris Scrol



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Chris Scrol

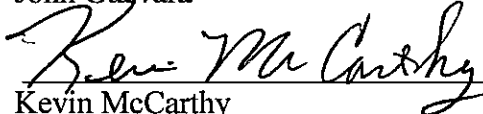
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John Guevara



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Kevin McCarthy

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John Guevara

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

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

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

ATTEST:

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

Winnebago County Township Sealcoating  
 Bid Tab  
 Wednesday, April 12, 2023-11:00 AM  
 23-XX000-01-GM

Helm Civil Inc. / Helm Group Inc.  
 2283 Route 20 East  
 Freeport, IL 61032

A.C. Pavement Striping Co.  
 695 Church Road  
 Elgin, IL 60123  
 \*Low Bidder

Group #	Items	Delivery	Unit	Quantity	Unit Price	Total	Quantity	Unit Price	Total
01	<b>Burrill Twp</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	-	\$ -	\$ -	-	\$ -	\$ -
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	-	\$ -	\$ -	-	\$ -	\$ -
				<b>Total Group 01</b>		<b>\$ -</b>	<b>Total Group 01</b>		<b>\$ -</b>
02	<b>Cherry Valley Twp</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	19,712	\$ 3.21	\$ 63,275.52	19,712	\$ 3.34	\$ 65,838.08
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	567	\$ 36.00	\$ 20,412.00	567	\$ 35.00	\$ 19,845.00
				<b>Total Group 02</b>		<b>\$ 83,687.52</b>	<b>Total Group 02</b>		<b>\$ 85,683.08</b>
03	<b>Durand</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	15,947	\$ 3.26	\$ 51,987.22	15,947	\$ 3.34	\$ 53,262.98
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	458	\$ 34.00	\$ 15,572.00	458	\$ 35.00	\$ 16,030.00
				<b>Total Group 03</b>		<b>\$ 67,559.22</b>	<b>Total Group 03</b>		<b>\$ 69,292.98</b>
04	<b>Harlem</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	17,705	\$ 3.31	\$ 58,603.55	17,705	\$ 3.34	\$ 59,134.70
	Aggregate (Seal)-FP Pea Gr	Applied on Road	Ton	509	\$ 52.00	\$ 26,468.00	509	\$ 35.00	\$ 17,815.00
				<b>Total Group 04</b>		<b>\$ 85,071.55</b>	<b>Total Group 04</b>		<b>\$ 76,949.70</b>
05	<b>Harrison</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	24,150	\$ 3.20	\$ 77,280.00	24,150	\$ 3.34	\$ 80,661.00
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	694	\$ 35.00	\$ 24,290.00	694	\$ 35.00	\$ 24,290.00
				<b>Total Group 05</b>		<b>\$ 101,570.00</b>	<b>Total Group 05</b>		<b>\$ 104,951.00</b>
06	<b>Laona</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	11,216	\$ 3.30	\$ 37,012.80	11,216	\$ 3.34	\$ 37,461.44
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	322	\$ 34.00	\$ 10,948.00	322	\$ 35.00	\$ 11,270.00
				<b>Total Group 06</b>		<b>\$ 47,960.80</b>	<b>Total Group 06</b>		<b>\$ 48,731.44</b>
07	<b>Owen</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	13,244	\$ 3.30	\$ 43,705.20	13,244	\$ 3.34	\$ 44,234.96
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	381	\$ 40.00	\$ 15,240.00	381	\$ 35.00	\$ 13,335.00
				<b>Total Group 07</b>		<b>\$ 58,945.20</b>	<b>Total Group 07</b>		<b>\$ 57,569.96</b>
08	<b>Pecatonica</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	13,541	\$ 3.27	\$ 44,279.07	13,541	\$ 3.34	\$ 45,226.94
	Aggregate (Seal)-FP Pea Gr	Applied on Road	Ton	389	\$ 36.00	\$ 14,004.00	389	\$ 35.00	\$ 13,615.00
				<b>Total Group 08</b>		<b>\$ 58,283.07</b>	<b>Total Group 08</b>		<b>\$ 58,841.94</b>
09	<b>Rockford</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	34,284	\$ 3.27	\$ 112,108.68	34,284	\$ 3.34	\$ 114,508.56
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	986	\$ 46.00	\$ 45,356.00	986	\$ 35.00	\$ 34,510.00
				<b>Total Group 09</b>		<b>\$ 157,464.68</b>	<b>Total Group 09</b>		<b>\$ 149,018.56</b>
10	<b>Rockton</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	19,712	\$ 3.25	\$ 64,064.00	19,712	\$ 3.34	\$ 65,838.08
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	567	\$ 34.00	\$ 19,278.00	567	\$ 35.00	\$ 19,845.00
				<b>Total Group 10</b>		<b>\$ 83,342.00</b>	<b>Total Group 10</b>		<b>\$ 85,683.08</b>
11	<b>Roscoe</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	24,752	\$ 3.20	\$ 79,206.40	24,752	\$ 3.34	\$ 82,671.68
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	712	\$ 36.00	\$ 25,632.00	712	\$ 35.00	\$ 24,920.00
				<b>Total Group 11</b>		<b>\$ 104,838.40</b>	<b>Total Group 11</b>		<b>\$ 107,591.68</b>
12	<b>Seward</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	12,915	\$ 3.26	\$ 42,102.90	12,915	\$ 3.34	\$ 43,136.10
	Aggregate (Seal)-FP Pea Gr	Applied on Road	Ton	371	\$ 35.00	\$ 12,985.00	371	\$ 35.00	\$ 12,985.00
				<b>Total Group 12</b>		<b>\$ 55,087.90</b>	<b>Total Group 12</b>		<b>\$ 56,121.10</b>
13	<b>Shirland</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	8,780	\$ 3.30	\$ 28,974.00	8,780	\$ 3.34	\$ 29,325.20
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	252	\$ 37.00	\$ 9,324.00	252	\$ 35.00	\$ 8,820.00
				<b>Total Group 13</b>		<b>\$ 38,298.00</b>	<b>Total Group 13</b>		<b>\$ 38,145.20</b>
14	<b>Winnebago</b>								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	14,048	\$ 3.29	\$ 46,217.92	14,048	\$ 3.34	\$ 46,920.32
	Aggregate (Seal)-FP Pea Gr	Applied on Road	Ton	399	\$ 35.00	\$ 13,965.00	399	\$ 35.00	\$ 13,965.00
				<b>Total Group 14</b>		<b>\$ 60,182.92</b>	<b>Total Group 14</b>		<b>\$ 60,885.32</b>
				<b>Helm Civil</b>		<b>\$ 1,002,291.26</b>	<b>AC PAVEMENT STRIPING, C</b>		<b>\$ 999,465.04</b>



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday April 18, 2023

**Resolution Title:** (23-016) Resolution Authorizing the Award of Bid for the Guilford Road Box Culvert Rehabilitation in Rockford Township.

**County Code:** PWC Resolution #23-016

**Board Meeting Date:** Thursday April 27, 2023

**Budget Information:**

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b> \$ 339,443.96 (Twp Bridge)
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 468 (Township Bridge)	<b>Budget Impact:</b> \$ 0

**Background Information:** This is for rehabilitation of a box culvert on Guilford Road in Rockford Township. The State Township Bridge Program will pay for 80% of the cost and the remaining 20% will be by Rockford Township local funds. Since they are using township bridge funds, it is required that the County Board award the bid. There is no cost to the County.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After approval by the County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**23-CR-**

**Submitted by: Public Works Committee  
Sponsored by: David Tassoni**

**RESOLUTION AUTHORIZING THE AWARD OF BID FOR THE GUILFORD ROAD  
BOX CULVERT REHABILITATION IN ROCKFORD TOWNSHIP  
SECTION 21-09119-00-BR**

**WHEREAS**, competitive bids were received on April 18, 2023 at the Winnebago County Highway Department for the Guilford Rd Box Culvert Rehabilitation Project as shown on the attached bid tabulation; and

**WHEREAS**, funding for this project is provided by the Township Bridge Program and Rockford Township; and

**WHEREAS**, the State of Illinois requires that all township and road district projects utilizing Township Bridge Program (TBP) funds be awarded by the County Board; and

**WHEREAS**, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the four (4) bids received for the aforementioned item (s) and recommends awarding the bid as follows:

**Martin & Company Excavating  
2456 E. Pleasant Grove Rd  
Oregon, IL 61061**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the award, upon approval by the Illinois Department of Transportation (IDOT), be made to the low responsible bidder, **Martin & Company Excavating** in the amount of **\$339,443.96** ; and

**BE IT FURTHER RESOLVED** that the Resolution shall be in full force and effect immediately upon its adoption and upon approval by the Illinois Department of Transportation; and

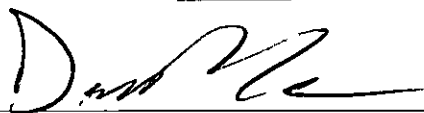
**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, County Auditor, and Winnebago County Engineer.



Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



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

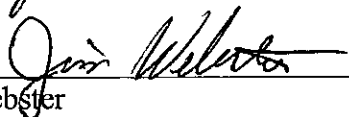
\_\_\_\_\_  
Dave Tassoni, Chairman

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Angela Fellars



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Angela Fellars

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Chris Scrol



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Chris Scrol

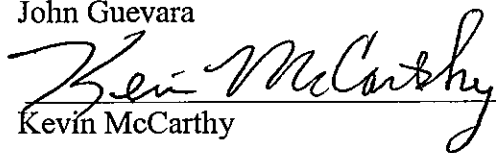
\_\_\_\_\_  
Jim Webster

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

\_\_\_\_\_  
John Penney

\_\_\_\_\_  
John Penney

\_\_\_\_\_  
John Guevara



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

\_\_\_\_\_  
John Guevara

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

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

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

ATTEST:

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



Tabulation of Bids

Local Public Agency: Rockford Township  
 County: Winnebago  
 Section Number: 21-09119-00-BR  
 Letting Date: 04/18/23

Approved Engineer's Estimate	\$344,298.50	Attended By (DOT Representative(s))	
Bidder's Name	Marlin & Company Excavating	Bidder's Address	1129 Harrison Ave
Bidder's Address	2456 E. Pleasant Grove	City, State, Zip	Rockford IL 61104
Proposal Guarantee	5%	Terms	
Bidder's Name	SJOSTORM & SONS, INC.	Bidder's Address	1166 Lake Ave
Bidder's Address	2283 Bus Rt 20 East	City, State, Zip	Woodstock, IL 60098
Proposal Guarantee	5%	Terms	

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20300100	CHANNEL EXCAVATION		CU YD	10	\$50.0000	\$500.00	\$190.0000	\$1,900.00	\$55.0000	\$550.00	\$105.0000	\$1,050.00	\$130.0000	\$1,300.00
20400800	FURNISHED EXCAVATIO		CU YD	351	\$45.0000	\$15,795.00	\$48.0000	\$16,848.00	\$45.0000	\$15,795.00	\$55.0000	\$19,305.00	\$15.0000	\$5,265.00
21101615	TOPSOIL F & P 4		SQ YD	1106	\$10.0000	\$11,060.00	\$9.2500	\$10,230.50	\$6.7500	\$7,465.50	\$5.7500	\$6,359.50	\$5.7500	\$6,359.50
25100630	EROSION CONTR BLANK		SQ YD	1106	\$1.5000	\$1,659.00	\$2.9000	\$3,207.40	\$2.3000	\$2,543.80	\$2.0000	\$2,212.00	\$2.0000	\$2,212.00
28000250	TEMP EROS CONTR SEE		POUND	22	\$10.0000	\$220.00	\$0.1000	\$2.20	\$0.1000	\$0.22	\$0.0100	\$0.22	\$0.0100	\$0.22
28000400	PERIMETER EROS BAR		FOOT	656	\$5.0000	\$3,280.00	\$9.0000	\$5,904.00	\$6.0000	\$3,936.00	\$5.0000	\$3,280.00	\$5.0000	\$3,280.00
28100107	STONE RIPRAP CL A4		SQ YD	276	\$65.0000	\$17,940.00	\$76.0000	\$20,976.00	\$75.0000	\$20,700.00	\$98.0000	\$27,048.00	\$80.0000	\$22,080.00
28200200	FILTER FABRIC		SQ YD	276	\$5.0000	\$1,380.00	\$5.5000	\$1,518.00	\$5.0000	\$1,380.00	\$4.0000	\$1,104.00	\$1.0000	\$276.00
35101400	AGG BASE CSE B		TON	203	\$25.0000	\$5,075.00	\$33.0000	\$6,699.00	\$37.0000	\$7,511.00	\$37.0000	\$7,511.00	\$50.0000	\$10,150.00
40604002	HMA SC IL-9.5FG C NT0		TON	157	\$125.0000	\$19,625.00	\$166.0000	\$26,062.00	\$130.0000	\$20,410.00	\$128.0800	\$20,108.56	\$148.0000	\$23,236.00
44000155	HMA SURF REM 1 1/2"		SQ YD	1306	\$2.0000	\$2,612.00	\$6.1100	\$7,979.66	\$6.6600	\$8,684.90	\$7.6300	\$9,964.78	\$5.6000	\$7,313.60
44201694	CL D PATCH T3 4		SQ YD	88	\$125.0000	\$11,000.00	\$42.0000	\$3,696.00	\$90.0000	\$7,920.00	\$120.0000	\$10,560.00	\$60.0000	\$5,280.00
50102400	CONC REM		CU YD	51.7	\$1,750.0000	\$90,475.00	\$599.0000	\$30,968.30	\$725.0000	\$37,482.50	\$366.0000	\$18,922.20	\$300.0000	\$15,510.00
50200100	STRUCTURE EXCAVATI		CU YD	297.5	\$60.0000	\$17,850.00	\$61.0000	\$18,147.50	\$35.0000	\$10,412.50	\$94.0000	\$27,965.00	\$15.0000	\$4,462.50
50800105	REINFORCEMENT BARS		POUND	8830	\$3.0000	\$26,490.00	\$4.4000	\$38,852.00	\$3.0000	\$26,490.00	\$3.2000	\$28,256.00	\$2.7500	\$24,282.50
50800205	REIN BARS, EPOXY CTD		POUND	700	\$4.0000	\$2,800.00	\$4.6500	\$3,255.00	\$6.0000	\$4,200.00	\$3.2000	\$2,240.00	\$2.7500	\$1,925.00
54003000	CONC BOX CUL		CU YD	47.7	\$600.0000	\$28,620.00	\$590.0000	\$28,220.00	\$55.0000	\$2,627.50	\$45.2100	\$2,154.57	\$60.0000	\$2,859.57
60605000	COMB CG&G TB6.24		FOOT	812	\$35.0000	\$28,420.00	\$39.0000	\$31,668.00	\$55.0000	\$44,860.00	\$45.2100	\$36,710.52	\$60.0000	\$48,720.00
63200310	GUARDRAIL REMOV		FOOT	131	\$20.0000	\$2,620.00	\$6.0000	\$786.00	\$12.0000	\$1,572.00	\$6.0000	\$786.00	\$15.0000	\$1,965.00
67100100	MOBILIZATION		L. SUM	1	\$19,500.0000	\$19,500.00	\$18,000.0000	\$18,000.00	\$32,300.0000	\$32,300.0000	\$23,999.7600	\$23,999.76	\$43,000.0000	\$43,000.00
70107025	CHANGEABLE MESSAGE		CAL DA	76	\$60.0000	\$4,560.00	\$60.0000	\$4,560.00	\$45.0000	\$3,420.00	\$40.0000	\$3,040.00	\$40.0000	\$3,040.00
78001110	PAINT PVT MK LINE 4		FOOT	957	\$2.0000	\$1,914.00	\$3.0000	\$2,871.00	\$2.0000	\$1,914.00	\$2.3500	\$2,248.95	\$2.3500	\$2,248.95
Z0013798	CONSTRUCTION LAYOU		L. SUM	1	\$2,000.0000	\$2,000.00	\$4,100.0000	\$4,100.00	\$4,000.0000	\$4,000.0000	\$5,500.0000	\$5,500.0000	\$2,600.0000	\$2,600.00
Z0054400	ROCK FILL		CU YD	54.3	\$45.0000	\$2,443.50	\$68.0000	\$3,692.40	\$110.0000	\$5,973.00	\$75.0000	\$4,072.50	\$125.0000	\$6,787.50

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
X0301852	DEWATERING STRUCT N		EACH	1	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00	\$31,886.01	\$31,886.01	\$29,500.00	\$29,500.00	\$29,500.00	\$29,500.00	\$0.00	\$0.00
X2020410	EARTH EXCAVATION SP		CU YD	130	\$25.0000	\$3,250.00	\$3,120.00	\$9,750.00	\$64.0000	\$8,320.00	\$15,000.00	\$1,950.00	\$1,950.00	\$0.00	\$0.00	\$0.00
X2501020	SEEDING CL 2A SPL		ACRE	0.22	\$5,500.0000	\$1,210.00	\$2,175.00	\$2,200.00	\$8,500.0000	\$1,870.00	\$8,500.0000	\$1,870.00	\$1,870.00	\$0.00	\$0.00	\$0.00
X7010216	TRAF CONT & PROT SPL		L. SUM	1	\$12,000.00	\$12,000.00	\$8,000.00	\$8,000.00	\$6,000.0000	\$6,000.00	\$6,000.0000	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00
<b>Total Bid:</b>								\$422,520.42		\$399,996.00		\$573,968.77		\$573,968.77		\$0.00
						As Read:	\$339,443.96	\$422,520.42	\$399,996.00	\$399,996.00	\$573,968.77	\$573,968.77		\$573,968.77		\$0.00
						As Calculated:	\$339,443.96	\$422,520.42	\$399,996.00	\$399,996.00	\$573,968.77	\$573,968.77		\$573,968.77		\$0.00
						% Over/Under:	(1.41)%	22.72 %	16.18 %	66.71 %						

# TOWNSHIP & MUNICIPAL BRIDGE LOCATION MAP

WCHD SN = FAU5053 IDOT SN = 1015088

Facility Carried = Guilford Road

Feature Crossed = Keith Creek

0.16 E of Williamsburg Road

Approximate Address = 5247 Guilford Road

Plan Section = 4-21-67 (Date of Plan 1952) STA = Unknown

Comments: SN 101-5088

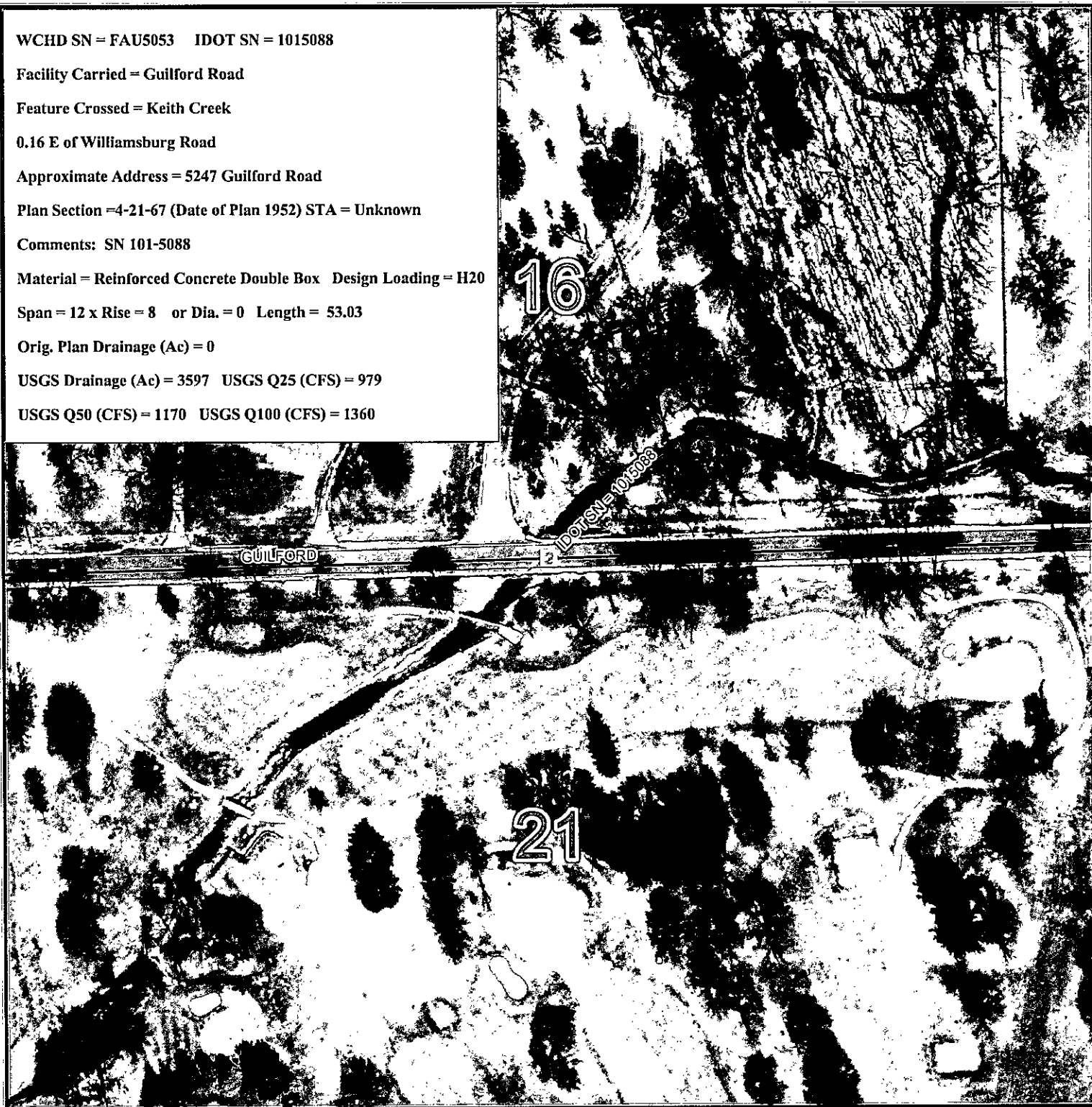
Material = Reinforced Concrete Double Box Design Loading = H20

Span = 12 x Rise = 8 or Dia. = 0 Length = 53.03

Orig. Plan Drainage (Ac) = 0

USGS Drainage (Ac) = 3597 USGS Q25 (CFS) = 979

USGS Q50 (CFS) = 1170 USGS Q100 (CFS) = 1360



Coordinate System: NAD 1983 StatePlane Illinois West FIPS 1202 Feet

Projection: Transverse Mercator

Datum: North American 1983

False Easting: 2,296,583.3333

False Northing: 0.0000

Central Meridian: -90.1667

Scale Factor: 0.9999

Latitude Of Origin: 36.6667

Units: Foot US

## WCHD SN 1015088

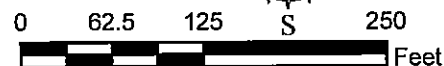
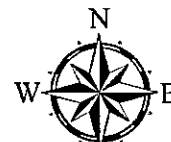
### Approximate Address: 5247 Guilford Road

### 0.16 E of Williamsburg Road

### Rockford Township

Printed on: 3/1/2016

Document Path: Z:\Culvert Inventory\CulvertMap.mxd



**Public Safety &  
Judiciary  
Committee**



# Resolution Executive Summary

**Prepared By:** Purchasing Department for WCSO  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** April 19, 2023  
**Board Meeting Date:** April 27, 2023  
**Resolution Title:** Resolution Awarding Sheriff's Vehicles Automotive Maintenance Bid

## Budget Information:

<b>Budgeted? YES</b>	<b>Amount Budgeted? \$225,675.00</b>
<b>If not, originally budgeted, explain the funding source?</b>	
<b>ORG/OBJ/Project Codes: 24000-43731</b>	<b>Descriptor: WCSO Maintenance Services</b>

## Background Information:

The Winnebago County Sheriff's Department needs repair and maintenance services, including all labor, parts and materials necessary, for the vehicles in the Winnebago County Sheriff's Department fleet. This includes, but is not limited to, preventative and routine maintenance, brakes, tires, suspension, heat/air conditioning systems, electrical systems, engine, etc.

The County went out for Bid 17B-2099, in late 2017, and awarded the bid to three (3) local vendors for a five (5) year contract. The County recently went out for bid again with 23B-2264 Sheriff's Vehicle Automotive Maintenance in February of 2023. One responsive and responsible Bidder, Boves Auto and Truck Service LLC., submitted a bid.

There are several factors that limit the number of local bidders, including the fact that they must offer a secure storage space for WCSO vehicles, the facility must not be more than 10 miles from the County Justice Center, the company must employ a certified Emergency Vehicle Technician in the area of Law Enforcement Vehicle Installation, there must be access to after-hours drop offs and the company must be an established business of fifteen years, with ten years of experience in the maintenance and repair of emergency vehicles.

## Recommended By:

Chief Deputy Dominick Barcellona recommends awarding Bid 23B-2264 for Sheriff's Vehicles Automotive Maintenance to Boves Auto and Truck Service, LLC.

## Contract/Agreement Information:

The contract agreement is for two (2) years with three (3) additional one-year options for a total of up to a five (5) year term.

**Follow-Up Steps:** Chief Deputy Dominick Barcellona will work with awarded Bidder on scheduling the maintenance for the Winnebago County Sheriff's Department of fleet vehicles.

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

Sponsored by: Brad Lindmark, Committee Chairman  
Submitted by: Public Safety and Judiciary Committee

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**RESOLUTION AWARDING SHERIFF'S VEHICLES AUTOMOTIVE MAINTENANCE BID**

---

**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 Winnebago County Sheriff's Department is in need of preventative and routine maintenance services for its fleet vehicles; and,

**WHEREAS**, the County went out for bid for Sheriff's Vehicle Automotive Maintenance in February of 2023; and,

**WHEREAS**, the Public Safety and Judiciary 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:

**BOVES AUTO & TRUCK SERVICE, LLC.**  
**1118 FERGUSON STREET**  
**ROCKFORD, ILLINOIS 61102**  
**(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 Director of Purchasing is authorized to execute a contract award, on behalf of the County of Winnebago, with BOVES AUTO & TRUCK SERVICE, LLC., 1118 FERGUSON STREET, ROCKFORD, ILLINOIS 61102.

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

Respectfully submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

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**  
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**

**23B-2264 SHERIFF VEHICLES AUTOMOTIVE MAINTENANCE**

**BID TAB 11:00 AM MARCH 22, 2023**

<b>VENDORS</b>	<b>BOVES AUTO &amp; TRUCK SERVICE</b>
# of A.S.E. Certified Master Automobile Technicians:	2
# of Years of Experience:	
Technician 1:	60
Technician 2:	35
ASE Certifications Current:	Yes
# of Certified Emergency Vehicle Technicians:	1
# of Years of Experience:	
Technician 1:	35
Technician 2:	
EVT Certifications Current:	Yes
Number of Years in Business:	60
Distance from 650 W State Street, Rockford IL 61102:	2 Miles
Have Secure After Hours Location for Squad Cars:	Yes
BID PRICING:	
1. PARTS: (% mark-up over cost)	20%
2. LABOR: (% mark-up over cost)	\$70.00 Per Hour
3. STANDARD SAFETY INSPECTION: (\$ Per provided detailed description)	Included
4. REGULAR SERVICE*: (\$ Lube/Oil/Filter, Tire Rotation, Fluid Top-Off, Brake Inspection)	\$64.00
5. # of Quarts of oil included in above* price:	6
6. Allowance for Extra Quart(s) of oil:\$	\$3.19



# Resolution Executive Summary

**Prepared By:** Purchasing Department for WCAS  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** April 19, 2023  
**Board Meeting Date:** April 27, 2023  
**Resolution Title:** Resolution Awarding Shelter Program for Veterinary Supplies

## Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted?</b> 75,000.00
<b>If not, originally budgeted, explain the funding source?</b>	
<b>ORG/OBJ/Project Codes:</b> 77000- 42260	<b>Descriptor:</b> Veterinary Supplies

## Background Information:

The County went out for Bid #17B-2118 in August of 2017 for veterinary supplies for the Winnebago County Animal Services Department. The bid was awarded to two vendors, Midwest Veterinary Supply, Inc. and Patterson Veterinary Supply, Inc. When the contract was up, it was determined that, over the course of the multi-year contract, the Animal Services Department purchased almost all supplies from Midwest Veterinary Supply, Inc.

With the current fluctuation in pricing in the market, Midwest Veterinary Supply, Inc. is offering the County a Shelter Program with special, low government pricing on several items and medications that the Animal Services Department needs, as well as, the vaccines that are required for the care of all shelter pets.

## Recommended By:

Brett Frazier, Animal Services Administrator, recommends the approval of the Shelter Program with Midwest Veterinary Supply, Inc.

## Follow-Up Steps:

The Animal Services Department will move forward with purchasing from the Shelter Program with Midwest Veterinary Supply Inc. for low government pricing.

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

Sponsored by: Brad Lindmark, Committee Chairman  
Submitted by: Public Safety and Judiciary Committee

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**RESOLUTION AWARDING SHELTER PROGRAM FOR VETERINARY SUPPLIES**

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**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**, County Of Winnebago owned Animal Services Department is in need of routine veterinary supplies and medications; and,

**WHEREAS**, Midwest Veterinary Supply, Inc. can offer a Shelter Program with special government pricing (See Resolution Exhibit A); and,

**WHEREAS**, the Public Safety and Judiciary Committee recommends approval of the Shelter Program with Midwest Veterinary Supply, Inc.; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois that the Director of Purchasing is authorized to execute an agreement, on behalf of the County of Winnebago, with MIDWEST VETERINARY SUPPLY INC., 21467 HOLYOKE AVENUE, LAKEVILLE, MINNESOTA, 55044.

**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 Animal Services Administrator, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

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AARON BOOKER

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AARON BOOKER

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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JEAN CROSBY

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JEAN CROSBY

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CHRIS SCROL

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CHRIS SCROL

\_\_\_\_\_  
ANGIE GORAL

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ANGIE GORAL

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

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**  
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

Winnebago County, IL - Account 26684

Items in red and highlighted in yellow are discontinued/no longer available. In the comments column I noted a potential option.

Renewal for Bid 17B-2118

Highlighted in green = Product is part of a Shelter Program

Item Description 1	Item Description 2	Net Price	Item No.	Vendor Name	Comments or Alternatives
ANESTHESIA ELBOW CONNECTOR	J0595E 2ct	\$3.46	350.11250.2	JORGENSEN LABORATORIES, INC.	
SODA LIME 3lb BAG	J0553	\$7.18	350.11151.2	JORGENSEN LABORATORIES, INC.	
BREATHING CIRCUIT UNILIMB F	STYLE 40 INCH @02.04.05	\$22.44	080.70000.2	A.M. BICKFORD, INC.	
COTTON ROLL 1lb NS	DYNAREX 3166	\$5.90	001.06020.2	DYNAREX CORPORATION	
TELFA PADS STERILE 3"X8" 50ct		\$11.77	366.22105.4	CARDINAL HEALTH 200, INC.	
VETRAP 4" BLACK EA		\$2.27	470.00405.4	3M CO.	
VETRAP 3" BLUE EA		\$2.21	470.00421.4	3M CO.	
VETRAP 2" RED EA		\$1.90	470.00390.4	3M CO.	
MVET THIN FLEX TAPE 1"X7.5yd	12ct EASY TEAR LF WHITE	\$17.15	000.08006.2	ARROWHEAD ANIMAL HEALTH	
CHLORHEXIDINE SOLUTION 2% GAL		\$13.57	193.08855.3	CLIPPER (PHOENIX)	
CHLORHEXIDINE 2% SOLN. GAL		\$8.62	562.30800.3	VEDCO INC.	
PRODINE SCRUB GAL	(IODINE)	\$49.28	193.62602.3	CLIPPER (PHOENIX)	
PRODINE SOLUTION 1% GAL	(IODINE)	\$52.42	193.62604.3	CLIPPER (PHOENIX)	
RESCUE TB RTU 32oz	(DISINFECTANT)	-	193.69005.3		*Discontinued* - can purchase in 6 count
RESCUE CONCENTRATE GAL	FOMERLY ACCEL	\$39.69	193.69000.3	CLIPPER VIROX	
PROMACE TABS 10mg 100ct	ACEPROMAZINE	\$42.00	090.00510.3	BOEHRINGER INGELHEIM ANIMAL	
ALPRAZOLAM TABS 1MG 500ct C-IV	(XANAX)	\$8.46	283.04212.3	BLOODWORTH WHOLESALE DRUGS INC	
FATAL-PLUS SOL. 250ml C-II(N)	PENTOBARBITAL SODIUM	\$82.99	749.20000.3	VORTECH PHARMACEUTICAL, LTD.	
LIDOCAINE HCL INJ 2% 100ml		\$3.00	193.43111.3	CLIPPER (PHOENIX)	
ISOFLURANE 250ml	(PIRAMAL LABEL)	\$33.75	193.33165.3	CLIPPER DISTRIBUTING CO, LLC	
PREDNISON TABS 20mg 100ct	(ORASONE)	\$5.48	191.57360.3	HUMAN PHARMS	
VETADRYL 30mg TABS 250ct	DIPHENHYDRAMINE	\$10.95	193.84895.3	CLIPPER-PRN	
AMOXICILLIN ORAL PWD 250mg/5ml	100ml (AMOXIL)	\$1.75	191.15440.3	HUMAN PHARMS	
BIOMOX SUSPENSION 50mg/ml 15ml	AMOXICILLIN	\$4.82	724.08400.3	VIRBAC CORP.	
AMOXICILLIN/CLAV.POT. TAB	500mg/125mg 20ct	\$3.34	191.14975.3	HUMAN PHARMS	
AMOXICILLIN/CLAV.POT. TAB	875mg/125mg 100ct	\$21.26	191.14985.3	HUMAN PHARMS	
AMOXICILLIN/CLAV.POT. CHEW TAB	200mg/28.5mg 20ct *SO*	\$51.23	191.15100.3	HUMAN PHARMS	
AMOXICILLIN/CLAV.POT. ORAL PWD	200mg/28.5mg / 5ml 50ml	\$2.01	191.14990.3	HUMAN PHARMS	
AZITHROMYCIN ORL PWD 200mg/5ml	30ml (ZITHROMAX)	\$3.54	191.19040.3	HUMAN PHARMS	
CEPHALEXIN CAPS 250mg 500ct	(KEFLEX)	\$21.79	191.32020.3	HUMAN PHARMS	
CEPHALEXIN CAPS 500mg 500ct	(KEFLEX)	\$30.88	191.32060.3	HUMAN PHARMS	
CLINDAMED ORAL DROPS 20ml	(BIMEDA LABEL)	\$3.13	193.09702.3	CLIPPER BIMEDA	

CLINDAMYCIN CAPS 75mg 200ct	(CLEOCIN)	-	191.35500.3		*Discontinued* - can purchase 100 count
DOXYCYCLINE HYCLATE CAPS	50mg 50ct (VIBRAMYCIN)	\$3.86	191.42300.3	HUMAN PHARMS	
DOXYCYCLINE ORAL PWD 25mg/5ml	60ml (VIBRAMYCIN)	\$9.94	191.42370.3	HUMAN PHARMS	
DOXYCYCLINE HYCLATE TABS	100mg 500ct (VIBRA-TABS)	\$33.29	191.42390.3	HUMAN PHARMS	
ENROQUIN 68mg 50ct	FLAVOR TABS (ENROFLOXACIN)	\$56.04	193.30021.3	CLIPPER DECHRA	
ENROQUIN 68mg 250ct	FLAVOR TABS (ENROFLOXACIN)	\$240.34	193.30031.3	CLIPPER DECHRA	
ENROQUIN 136MG 50ct	FLAVOR TABS (ENROFLOXACIN)	\$101.27	193.30022.3	CLIPPER DECHRA	
SULFAMETHOXAZOLE/TRIMETHOPRIM	480mg 500ct (SMZ)	\$17.44	191.61310.3	HUMAN PHARMS	
SULFAMETHOXAZOLE/TRIMETHOPRIM	960mg 100ct (SMZ)	\$4.38	191.61320.3	HUMAN PHARMS	
FLUCONAZOLE TABS 50mg 30ct	(DIFLUCAN)	\$2.28	191.44210.3	HUMAN PHARMS	
ITRAFUNGOL SOL 10mg/ml 52ml		\$36.36	405.43100.3	VIRBAC CORP.	
NOROMECTIN INJ 1% 500ml		\$75.53	193.55376.3	CLIPPER NORBROOK	
PANACUR SUSPENSION 1000ml	FENBENDAZOLE	\$143.00	349.65600.3	INTERVET, INC. (MERCK)	
PRAZIQUANTEL INJ 10ml	(BIMEDA LABEL)	\$92.58	193.62405.3	CLIPPER BIMEDA	
PYRANTEL PAMOATE SUSPENSION	16oz (COLUMBIA LABEL)	\$19.92	191.59030.3	HUMAN PHARMS	
ARTIFICIAL TEARS OINT 3.5gm	VET LABEL	-	193.02857.3		*Discontinued* - 193.63200.3 Puralube Oint 1/8 oz
ERYTHROMYCIN OPHTHALMIC OINT.	0.5% 3.5gm (ILOTYCIN)	\$4.24	191.43100.3	HUMAN PHARMS	
MYCODEX ALL-IN-ONE FLEA & TICK	SPRAY 16oz	\$11.49	752.01325.3	CLIPPER-PRN	
VET-KEM FLEA TICK BOT SPRAY	16oz	\$11.63	193.59554.3	CLIPPER-PRN	
FORTIFLORA CANINE 30X1gm 6ct	PRO PLAN PROBIOTIC	\$113.94	578.01515.5	NESTLE PURINA PETCARE	
FORTIFLORA FELINE 30X1gm 6ct	PRO PLAN PROBIOTIC	\$113.94	578.01535.5	NESTLE PURINA PETCARE	
LOPERAMIDE ORAL SOLUTION 4oz	1mg/7.5ml (IMODIUM)	\$4.42	191.49920.3	HUMAN PHARMS	
TRI-HEART PLUS 68mcg 10X6ct	BLUE UP TO 25lbs	\$163.20	349.87000.3	INTERVET, INC. (MERCK)	
TRI-HEART PLUS 272mcg 10X6ct	BROWN 51-100lbs	\$285.60	349.87040.3	INTERVET, INC. (MERCK)	
TRI-HEART PLUS 136mcg 10x6ct	GREEN 26-50lbs	\$219.00	349.87020.3	INTERVET, INC. (MERCK)	
PROMACE INJECTION 50ml	ACEPROMAZINE	\$23.14	090.00500.3	BOEHRINGER INGELHEIM ANIMAL	
ATROPINE SULF INJ 0.4mg/ml	20ml MDV	\$39.33	191.18005.3	HUMAN PHARMS	
BUPRENORPHINE INJ .3mg/ml CIII	5x1ml VIALS (PAR)	\$84.88	191.26890.3	HUMAN PHARMS	
DEXDOMITOR 10ml		\$212.25	193.13250.3	ZOETIS INC - SA	
DIAZEPAM INJ 5mg/ml 10ml 10pk	C-IV (VALIUM) HOSPIRA LABEL	\$477.59	191.40205.3	HUMAN PHARMS	
DOLOREX INJ 10mg/ml 50ml C-IV	(BUTORPHANOL)	\$190.90	349.12100.3	INTERVET, INC. (MERCK)	
ENROFLOXACIN 2.27% FOR DOGS	20ml	\$22.14	577.30060.3	CLIPPER DECHRA	
KETAMINE 100mg/ml 10ml CIII(N)	DECHRA LABEL	\$7.07	193.40610.3	CLIPPER DECHRA	
VETAKET 100mg/ml 10ml C-III(N)	(KETAMINE)	\$6.85	193.85100.3	CLIPPER DISTRIBUTING CO, LLC	
TELAZOL 100mg/ml 5ml C-III(N)	VIAL	\$79.75	275.40000.3	ZOETIS INC.- Controls	
ANASED 100mg 50ml	XYLAZINE	\$24.61	193.02600.3	CLIPPER DISTRIBUTING CO, LLC	
MOMETAVET OTIC SUSP 30gm		\$30.41	193.50004.3	CLIPPER MED-PHARMEX	
CARPROVET CAPLETS 100mg 180ct	(CARPROFEN TABLETS)	\$59.58	577.31062.3	CLIPPER DECHRA	

CARPROVET CAPLETS 25mg 180ct	(CARPROFEN)	\$39.38	577.31070.3	CLIPPER DECHRA	
RIMADYL CHEW 25mg 60ct		\$55.75	193.70105.3	ZOETIS INC - SA	
RIMADYL CHEW 75mg 60ct		\$68.70	193.70120.3	ZOETIS INC - SA	
RIMADYL CHEW 100mg 60ct		\$84.50	193.70140.3	ZOETIS INC - SA	
TRAMADOL HCL TABS 50mg 1000ct	C-IV (ULTRAM) ROUND SHAPED	\$35.21	191.63590.3	HUMAN PHARMS	
DERMA-VET OINTMENT 240ml		-	193.13150.3		*Discontinued* - 193.13140.3 Derma-Vet Oint. 30ml
NITROFURAZONE OINTMENT 1lb		\$14.80	193.53300.3	CLIPPER NEOGEN	
MVET BASIC CLEAR COLLAR 20cm	(13.25"-16.25")	\$2.64	000.02029.2	KVP	
MVET BASIC CLEAR COLLAR 25cm	(15.5"-19")	\$3.36	000.02030.2	KVP	
MVET BASIC CLEAR COLLAR 30cm	(18"-22.25")	\$4.22	000.02031.2	KVP	
LACTATED RINGERS 1000ml		\$6.28	004.40200.3	ICU MEDICAL INC	
BLADE CRYOGEN A5 40		\$24.79	525.00300.2	NEWELL BRANDS DISTRIBUTION LLC	
IV SET PRIMARY 78"	15 DROPS/ml 1 PORT LL	\$1.08	001.12087.2	NATIONAL DISTRIBUTION &	
IV SET PRIMARY VENTED 80" 13ml	LIFESHIELD 15 DROP/ML	\$2.19	004.28015.2	ICU MEDICAL INC	
MALE ADAPTER PLUG/INJ SITE LL	I	\$0.60	541.47320.2	VEDCO INC.	
BITTER APPLE SPRAY DOG 16oz		\$8.14	292.20020.3	VALORE INC.	
YUCK NO CHEW SPRAY 8oz	VET CLASSICS	\$4.85	288.90000.3	GARMON CORP. / VET CLASSICS	
BOSTON ROUND W/YORKER 1oz	50ct	\$18.78	130.15005.2	VIAPAC	
CHAMBER BRITE CLEANER 12ct	TABS AUTOCLAVE CLEANER	-	195.01018.2		*Discontinued* - 195.00050.2 Chamber Clean Tablets for T-Edge Autoclave ONLY - 12 count - This is the only tab option; otherwise we have sprays.
DIPQUICK STAIN KIT 3X180ml	J0322	\$36.45	350.10090.2	JORGENSEN LABORATORIES, INC.	
ESBILAC PWD 12oz		\$13.50	105.00070.3	PET AG, INC.	
IMMERSION OIL TYPE A 120ml	J0326A	\$21.00	350.09630.2	JORGENSEN LABORATORIES, INC.	
KIMWIPES 4.4"X8.4" 280ct		\$3.04	500.00050.4	NATIONAL DISTRIBUTION &	
KMR PWD 6oz		\$10.00	105.00153.3	PET AG, INC.	
KMR PWD 12oz		\$14.59	105.00155.3	PET AG, INC.	
KWIK STOP STYPTIC PWD 42gm	W/BENZOCAINE	\$10.14	153.00877.3	MIRACLE PET (BNG)	
NUTRI-CAL 4.25oz		\$8.64	266.62000.3	VETOQUINOL USA, INC.	
POLY-ETH LEAD 5 W/RING 12ct	53"X.5" I	\$13.23	261.00900.2	KVP INTERNATIONAL INC.	
PET PILLER SOFT TIP 12ct		\$11.85	198.55202.2	DEE VETERINARY PRODUCTS	
PET PILL SPLITTER	J0696	\$4.87	350.50010.2	JORGENSEN LABORATORIES, INC.	
SHARPS CONTAINER RED 14qt	LG	\$9.20	366.71250.4	CARDINAL HEALTH 200, INC.	
SKUNK-OFF LIQUID SPRAY 32oz	W/ SPRAYER ATTACHMENT	\$19.55	587.00065.3	VEDCO INC.	
MVET VIAL BLUE 8 DRAM 410ct		\$70.16	000.00589.2	D&D WHOLESALE SUPPLY	
NDL PH 20gaX1" 100ct		\$9.67	366.03500.4	CARDINAL HEALTH 200, INC.	
NDL PH 20gaX1.5" 100ct	250E SERIES	\$9.67	366.52101.4	CARDINAL HEALTH 200, INC.	

NDL PH 22gaX3/4" 100ct	250E SERIES	\$7.29	366.56401.4	CARDINAL HEALTH 200, INC.
NDL VP 22gaX3/4" 100ct		\$9.85	366.56400.4	CARDINAL HEALTH 200, INC.
GAUZE SPONGE CURITY 3"X3"	4PLY NON WOVEN 200ct	\$3.67	366.23100.4	CARDINAL HEALTH 200, INC.
AUTOCLAVE TAPE LF 1/2"X60yd	COMPLY STEAM INDICATOR TAPE	\$4.08	470.00018.4	3M CO.
GLOVES SURGICAL LATEX PF 8	50ct ENCORE SENSI-TOUCH	\$39.10	001.09045.2	NATIONAL DISTRIBUTION &
GLOVES SURGICAL LATEX PF 6	50ct ENCORE SENSI-TOUCH	\$39.10	001.09041.2	NATIONAL DISTRIBUTION &
HAND SCRUB BRUSH EA		\$1.18	290.00090.2	GRAHAM-FIELD HEALTH PRODUCTS
HEMABLOCK HEMOSTAT PWD	5X2gr TUBE STERILE	\$73.14	728.00007.3	VET BRANDS INTERNATIONAL, INC.
MASK SURGICAL ANTI-FOG 50ct	W/DERMA-TOUCH TAPE GREEN	\$19.73	001.00998.2	NATIONAL DISTRIBUTION &
NURSES CAP 21" BLUE 100ct	J0734	\$11.28	350.50181.2	JORGENSEN LABORATORIES, INC.
SCALPEL BLADE 10 SS 100ct	FEATHER	\$29.74	290.00045.2	GRAHAM-FIELD HEALTH PRODUCTS
MVET SURGICAL TOWEL 18"X33"	GREEN	\$3.46	000.19092.2	KVP
VETBOND 3ml APPLICATOR BOTTLE		\$20.19	470.00369.4	3M CO.
CHROMIC GUT CASSETTE 2/0 50m		\$115.40	193.09302.2	CLIPPER CP MEDICAL
MONOSWIFT PS 3/0 PFS1 36"	PS0942 VIOLET 12ct	\$69.06	193.50383.2	CLIPPER CP MEDICAL
MONOSWIFT PS 2/0 PFS1 36"	PS0943 VIOLET 12ct	\$69.06	193.50382.2	CLIPPER CP MEDICAL
SAFETY STICK 3' POLE SYRINGE	J0482A *SO*	\$166.67	350.10795.2	JORGENSEN LABORATORIES, INC.
SYR TIP CAPS STERILE 100ct		\$7.53	366.78500.4	CARDINAL HEALTH 200, INC.
SYR 3cc VP LL 22gaX3/4" 100ct		\$15.37	366.62200.4	CARDINAL HEALTH 200, INC.
SYR 12cc LL 80ct		\$26.72	366.65100.4	CARDINAL HEALTH 200, INC.
SYR 12cc RL 80ct		\$23.65	366.65200.4	CARDINAL HEALTH 200, INC.
SYR 3cc LL 22gaX3/4" 100ct	EXEL	\$7.77	001.12140.2	NATIONAL DISTRIBUTION &
SYR 12cc LL 80ct HARD PACK	IDEAL	\$23.12	335.90027.2	CLIPPER NEOGEN
SYR 12cc LS 80ct HARD PACK	IDEAL	\$24.27	335.90026.2	CLIPPER NEOGEN
SYR 20cc LL 50ct HARD PACK	IDEAL	\$32.96	335.90029.2	CLIPPER NEOGEN
SYR 6cc LL 50ct HARD PACK	IDEAL	\$10.67	335.90021.2	CLIPPER NEOGEN
SYR 6cc LS 50ct HARD PACK	IDEAL	\$10.67	335.90022.2	CLIPPER NEOGEN
SYR 3cc LS 100ct SOFT PACK	IDEAL	\$8.02	335.90020.2	CLIPPER NEOGEN
SYR TB 1cc 25gaX5/8" 100ct	LOW DEAD SPACE EXEL	\$10.99	001.12100.2	NATIONAL DISTRIBUTION &
VANGUARD B 50x1ds		\$475.00	275.02035.1	ZOETIS INC - SA
NOBIVAC 1-RABIES 5X10ds		\$117.50	349.56600.1	INTERVET, INC. (MERCK)
NOBIVAC CANINE 1-DAPPv 25X1ds		\$129.50	349.56030.1	INTERVET, INC. (MERCK)
NOBIVAC FELINE 1-HCPCh 25X1ds		\$334.75	349.56520.1	INTERVET, INC. (MERCK)
NOBIVAC INTRA-TRAC 3 25X1ds		\$126.25	349.56420.1	INTERVET, INC. (MERCK)
RABVAC 3 10ds		\$30.50	090.62720.3	ELANCO ANIMAL HEALTH - SA



Item Description 1	Item Description 2	Net Price	Item No.	Vendor Name	Comments or Alternatives
BRAVECTO CHEWS 500mg 10ct	22-44lbs GREEN	\$439.00	349.09240.3	INTERVET, INC. (MERCK)	
BRAVECTO CHEWS 112.5mg 10ct	4.4-9.9lbs YELLOW	\$420.00	349.09200.3	INTERVET, INC. (MERCK)	
BRAVECTO CHEWS 250mg 10ct	9.9-22lbs ORANGE	\$428.00	349.09220.3	INTERVET, INC. (MERCK)	
BRAVECTO CHEWS 1000mg 10ct	44-88lbs BLUE	\$445.00	349.09260.3	INTERVET, INC. (MERCK)	
BRAVECTO CHEWS 1400mg 10ct	88-123lbs PINK	\$449.00	349.09280.3	INTERVET, INC. (MERCK)	
BRAVECTO TOPICAL FELINE	10ctx1ds >2.6-6.2lb GREEN	\$389.00	349.09100.3	INTERVET, INC. (MERCK)	
BRAVECTO TOPICAL DOG	10ctx1ds >9.9-22lb ORANGE	\$387.00	349.09120.3	INTERVET, INC. (MERCK)	
BRAVECTO TOPICAL DOG	10ctx1ds >88-123lb PINK	\$403.00	349.09140.3	INTERVET, INC. (MERCK)	
BRAVECTO TOPICAL FELINE	10ctx1ds >6.2-13.8lb BLUE	\$397.00	349.09105.3	INTERVET, INC. (MERCK)	
BRAVECTO TOPICAL DOG	10ctx1ds >4.4-9.9LB YELLOW	\$380.00	349.09115.3	INTERVET, INC. (MERCK)	
BRAVECTO TOPICAL FELINE	10ctx1ds >13.8-27.5lb PURPLE	\$405.00	349.09110.3	INTERVET, INC. (MERCK)	
BRAVECTO TOPICAL DOG	10ctx1ds >22-44lb GREEN	\$395.00	349.09125.3	INTERVET, INC. (MERCK)	
BRAVECTO TOPICAL DOG	10ctx1ds >44-88lb BLUE	\$399.00	349.09130.3	INTERVET, INC. (MERCK)	
BRAVECTO PLUS TOPICAL FELINE	10ctx1ds >13.8-27.5lb PURPLE	\$288.00	349.09155.3	INTERVET, INC. (MERCK)	
BRAVECTO PLUS TOPICAL FELINE	10ctx1ds >2.6-6.2lb GREEN	\$277.00	349.09145.3	INTERVET, INC. (MERCK)	
BRAVECTO PLUS TOPICAL FELINE	10ctx1ds >6.2-13.8lb BLUE	\$283.00	349.09150.3	INTERVET, INC. (MERCK)	
BRAVECTO CHEW 10X1 MONTH 400MG	>44-88lbs BLUE	\$141.00	349.09360.3	INTERVET, INC. (MERCK)	
BRAVECTO CHEW 10X1 MONTH 100MG	>9.9-22lbs ORANGE	\$137.00	349.09320.3	INTERVET, INC. (MERCK)	
BRAVECTO CHEW 10x1 MONTH 45MG	>4.4-9.9lbs YELLOW	\$134.00	349.09300.3	INTERVET, INC. (MERCK)	
BRAVECTO CHEW 10X1 MONTH 200MG	>22-44lbs GREEN	\$139.50	349.09340.3	INTERVET, INC. (MERCK)	



# Resolution Executive Summary

**Prepared By:** Animal Services Department  
**Committee:** Public Safety & Judiciary  
**Committee Date:** April 19, 2023  
**Resolution Title:** **Resolution to Approve Purchase of Animal Enclosure Equipment and Installation Services for Building Project**  
**County Code:** Chapter 14 – Animal Control Ordinance  
**Board Meeting Date:** April 27, 2023

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$297,598.85
<b>If not, explain funding source:</b> NA	
<b>ORG/OBJ/Project Code:</b> 83000 - 46320	<b>Descriptor:</b> Donation fund – Building Improvements

**Background Information:** The Animal Services Department has begun a building renovation and addition construction project as of April 2023. As a part of that project, new dog and cat housing equipment must be purchased to be installed in three new dog kennel wards, a renovated space for cats and overnight holding cages for animals impounded after hours by officers. Shor-line is a trusted manufacturer and direct seller of this equipment and the maker of existing dog kennels within the facility. The facility has been designed to accommodate Shor-lines T-kennel system for dogs and Serenity Suites for cats. This equipment is reliable, durable, and safe and trusted by many facilities within the animal control industry.

Shor-line is also a sole source for this specific equipment. While other manufacturers create solutions for the same purpose, the Department is familiar with and trusts the durability and reliability of Shor-line equipment above others. Shor-line cat housing equipment features quiet closing latches made of stainless steel and polyethylene, patented hinge design for each removal and cleaning and integrated cat portals. Their t-kennel system includes a triple seal channel system to prevent cross-contamination between kennels and counter balanced transfer doors with no accessible wires for dogs to chew or become tangled in. The installation of these systems is performed by installers trained and specialized in installation of Shor-line animal enclosure equipment. In 2019, the Department worked successfully with Shor-line and their installation team to install similar equipment in our large dog kennel room.

This equipment is custom made and there is always a lead time, however, as with many things in the world today, there is a lead time on manufacturing in excess of what it used to be. The construction project is relying on this equipment to be installed in October/November 2023 and ordering now in order to meet that timeline.

**Recommendation:** Brett Frazier, Animal Services Administrator, recommends the purchase of animal housing equipment from Shor-line as described and per the quote.

**Contract/Agreement:** The quote will be signed in order to initiate a County Purchase Order.

**Follow-Up:** If approved, the Animal Services Department will work with Purchasing to initiate a PO.



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

Sponsored by: Brad Lindmark, Committee Chairman  
Submitted by: Public Safety and Judiciary Committee

---

**RESOLUTION TO APPROVE PURCHASE OF ANIMAL ENCLOSURE EQUIPMENT AND INSTALLATION  
SERVICES FOR BUILDING PROJECT**

---

**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**, County of Winnebago owned Animal Services Department is in need new dog and cat housing equipment to be purchased and installed as part of the ongoing building renovation and addition construction project; and,

**WHEREAS**, Shor-Line is a sole source for this specific equipment (Resolution Exhibit A); and,

**WHEREAS**, the Public Safety and Judiciary Committee recommends approval of the purchase and install of the housing equipment for the animals at Animal Services; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois that the County is authorized to execute a County Purchasing Order, on behalf of the County of Winnebago, with SHOR-LINE, 511 OSAGE AVENUE, KANSAS CITY, KANSAS 66105 in the amount of TWO HUNDRED NINETY-SEVEN THOUSAND, FIVE HUNDRED NINETY-EIGHT DOLLARS AND EIGHTY-FIVE CENTS (\$297,598.85).

**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 Animal Services Administrator, Director of Purchasing, Board Office, Finance Director and County Auditor.

Respectfully submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
CHRIS SCROL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

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

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS



# SOLE SOURCE JUSTIFICATION FORM

(PLEASE COMPLETE AND ATTACH TO MUNIS REQUISITION)

ORG-OBJ-PROJECT#		REQUESTING DEPARTMENT	Animal Services
MANUFACTURER	Shor-line	PRODUCT	SERVICE

**DESCRIBE ITEM OR SERVICE BEING JUSTIFIED AND ITS FUNCTION:**

Shor-line is a factory direct manufacturer and therefore the sole source for its patented dog and cat housing solutions. Existing animal housing within the facility is also Shor-line and functions well and is durable and reliable. The facility design of the renovation addition project has assumed use of Shor-line animal housing solutions when designing and engineering animal housing areas.

**THIS IS A SOLE SOURCE PURCHASE BECAUSE VENDOR IS:**

- Sole provider of a licensed or patented good or service
- Sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- Sole provider of factory-authorized warranty service
- Sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts)
- The manufacturer (detail below or use attachment regarding why only this manufacturer's product can be used)
- The software manufacturer (and sole maintenance/update provider)
- Other – used equipment, distance for repair, trial test, over the counter resale (detail below or include an attachment)

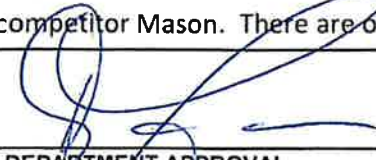
REQUESTED SOURCE	Shor-line	CONTACT	Jeremy Panzer - Sales Rep
EMAIL or PHONE	jpanzer@midmark.com	WEBSITE	shor-line.com


**WHAT NECESSARY AND UNIQUE FEATURES DOES THIS PRODUCT OR SERVICE PROVIDE WHICH ARE NOT OFFERED FROM OTHER VENDORS? (Please be specific)**

Quiet closing latches made of stainless steel and polyethylene, patented hinge design for easy removal for cleaning, cat portals integrated. Dog t-kennel system triple seal channel system for sanitation, counter-balanced transfer doors with no accessible wires. Installation is by experts in installing these systems.

**WHAT STEPS WERE TAKEN TO VERIFY THESE UNIQUE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS and/or MANUFACTURERS EXAMINED or CONSIDERED? (Please list below)**

Other manufacturers were considered. Midmark now owns both Shor-line and their former primary competitor Mason. There are other products, but none with these features and quality/safety.

  
 DEPARTMENT APPROVAL 4-10-23  
 DATE

  
 PURCHASING REVIEWED 4-10-23  
 DATE

  
 COU ADMR OR CFO REVIEWED 4-12-23  
 DATE

QUOTE: 120877



DATE: 3/15/23

511 OSAGE AVE. KANSAS CITY KS 66105  
913 281 1500 Fax 913-281-5339

Email:

Schroer Manufacturing Company

ORIGINATOR	BILLING ADDRESS	SHIP TO ADDRESS
Salesperson: JEREMY PANZER	Name: 961011	Name: 961011
Email: JPANZER@SHOR-LINE.COM	COUNTY OF WINNEBAGO	WINNEBAGO CNTY ANIMAL SERVICES
Cell #: 847-477-6776	404 ELM ST	4517 N MAIN ST
Entered By: Jeremy Panzer - Sales	ROCKFORD IL 61101-1239	ROCKFORD IL 61103-1275
Terms: 50% DEPOSIT, NET 30	61101-1239	

FREIGHT CHARGES:	ADDITIONAL CONTACTS	
Truckload: <input checked="" type="checkbox"/> Next Day Del. <input type="checkbox"/>	Name: BRETT FRAZIER	Name: BRETT FRAZIER
Prepaid Dest: <input type="checkbox"/> 2 <sup>nd</sup> Day Del. <input type="checkbox"/>	Phone: 815-319-4114	Phone: 815-319-4114
Prepaid Add: <input type="checkbox"/> Standard Grnd <input checked="" type="checkbox"/>		
Cust. Pickup: <input type="checkbox"/> Deliver: <input type="checkbox"/>		

CALL BEFORE:	ORDERS OVER \$5,000 REQUIRE SIGNED ACKNOWLEDGEMENT & DEPOSIT/PRE-PAYMENT	
Shipping: <input checked="" type="checkbox"/> Lintgate Truck <input type="checkbox"/> \$75	SALES TAX WILL BE COLLECTED IF APPLICABLE AND MAY NOT BE CALCULATED ON QUOTES	
Delivery: <input checked="" type="checkbox"/> Inside Delivery <input type="checkbox"/> \$125	PRICES GUARANTEED 30 DAYS FROM DATE OF QUOTE	
Extra Labor to Unload: <input type="checkbox"/>	ESTIMATED LEAD TIME WILL BE PROVIDED AFTER FINAL ACCEPTANCE	
White Glove: <input type="checkbox"/>		

LINE#	PART NO	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1		1.00	SINGLE KENNELS, ON CONCRETE	.00	.00
			3 - IDENTICAL ROOMS		
4	972.4872.GATE.001	60.00	GATE,SS,SGL,48X72,GRL,NFS	783.00	46980.00
			30 - LSRH & 30 - RSLH		
7	963.7172.PVC.007	24.00	PNL,SS,71X72,FISO,.25 SLP,PVC	885.00	21240.00
			GENERIC PVC		
10	963.SPEC.PVC.007	30.00	PNL,71X72,SS,FULL ISO,PVC ISO	1200.00	36000.00
			SIDE TRANSFER,CNTR BAL		
13	965.4669.TP.001	12.00	TOP MESH,GLV,46X69,SGL,TAB	325.00	3900.00
16	941.4808.HALFT.001	60.00	T-COVER WELD,HALF 46.5X8,SS,	160.00	9600.00
			UPRDD/SINGLE		
22		1.00	THIRD PARTY INSTALLATION	20800.00	20800.00
25		1.00	DOG HOLDING	.00	.00
			Continued Next Page.....		

**Important:**

- All quotes are subject to acceptance by Midmark.
- Quotes may not be cancelled, changed, or re-scheduled without written consent. (Change Quote Request required) Request to reschedule or delay shipment of orders that have been built will incur storage and handling fees until shipped. Custom quotes/orders cannot be cancelled after signoff.
- Midmark's delivery dates are estimates and Midmark is not responsible for any delays in delivery.
- Customer is responsible for all shipping, freight/handling, and delivery charges and all LTL shipments are tailgate delivered unless otherwise specified in writing.
- All Quotes are subject to Midmark's Terms and Conditions which are available in the Shor-Line catalog or at [www.shor-line.com/customer-service/billing-terms/terms-and-conditions/](http://www.shor-line.com/customer-service/billing-terms/terms-and-conditions/)

Sub Total	153329.00
Adjustment(s)	6626.45-
Equipment Total	146702.55
Sales Tax Rate	%
Sales Tax Amount	
Shipping & Handling	5195.00
<b>Grand Total</b>	<b>151897.55</b>

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

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

The information contained in this document is intended for the sole confidential use of the designated recipients and may contain confidential and proprietary information.

QUOTE: 120877



DATE: 3/15/23

Schroer Manufacturing Company

<b>SALESPERSON</b>	<b>CUSTOMER</b>
Name: JEREMY PANZER	Name: COUNTY OF WINNEBAGO

PAGE 2 - ADDITIONAL INFORMATION

LINE#	PART NO	QTY	DESCRIPTION	UNIT PRICE	TOTAL
28	972.4272.GATE.001	3.00	GATE,SS,SGL,42X72,GRL,NFS,RSLH	748.00	2244.00
31	963.7172.PVC.007	2.00	PNL,SS,71X72,FISO,.25 SLP,PVC GENERIC PVC	885.00	1770.00
34	965.4069.TP.001	3.00	TOP MESH,GLV,40X69,SGL,TAB	317.00	951.00
37		1.00	CAT HOLDING	.00	.00
40	902.3030.70	6.00	Stainless Steel Single Cage, 30"W x 30"H	713.00	4278.00
43	702.6000.07	1.00	PLATFORM,FOR SS KENNELS,60"L MOBILE/STATIONARY	280.00	280.00
46	702.3000.07	1.00	PLATFORM,FOR SS KENNELS,30"L MOBILE/STATIONARY	178.00	178.00
49	086.5012.11	6.00	CASTER,5.0 DIA,W/BRAKE,PS Stem	41.00	246.00
52		1.00	EXAM ROOM	.00	.00
55	904.0702.41	1.00	Elite Grooming Tub,RH Door,LH Drain	4280.00	4280.00
58	804.0139.00	1.00	Wall Mount Faucet, Coil Hose	538.00	538.00
61	804.0008.25	1.00	Sink Drain Kit with Strainer Basket	44.00	44.00

NOTES:  
 \*CALL BEFORE DELIVERY  
 CALL BEFORE SHIPMENT  
 BRETT FRAZIER  
 815-319-4114

Initial: \_\_\_\_\_

QUOTE: 120877



DATE: 3/15/23

Schroer Manufacturing Company

SALESPERSON	CUSTOMER
Name: JEREMY PANZER	Name: COUNTY OF WINNEBAGO

PAGE 3 - COMMENTS

This Quote is provided solely for Customers' convenience and does not constitute an offer to contract or an order. Likewise, Midmark's website, price lists, catalogue and related materials are for informational purposes only and do not constitute an offer to sell or contract.

This Quote is only for the products listed and will remain effective for 30 days from the date hereof. Any other products, materials and services are specifically excluded. All prices in this Quote are F.O.B. Midmark's factory and unless otherwise specified are exclusive of freight, duty, installation, delivery charges and any city, state, local or federal tax. Customer would be responsible for any such taxes although sales tax will be collected at the point of sale on shipments to states except the following: Alaska, Delaware, Idaho, Montana, North Dakota, New Hampshire, New Mexico, Nevada, Oregon, Rhode Island, Vermont, West Virginia, and Washington DC.

Customer may submit an order for the goods described in the Quote, but in doing so shall have agreed to purchase the goods in accordance with Midmark's TERMS AND CONDITIONS, which can be found at [www.shor-line.com/customer-service/billing-terms/terms-and-conditions/](http://www.shor-line.com/customer-service/billing-terms/terms-and-conditions/). Any such order shall be subject to and effective only upon acceptance and approval at Midmark's offices in Kansas City, Kansas as evidenced by Midmark's issuance of an Order Acknowledgment or Invoice. The acceptance of all orders and related payment terms require approval by Midmark's Credit Department.

Processing of a Customer's order and the manufacture of products will not begin until all signed documents are provided, applicable approvals are obtained, and deposits are received. Additional documentation bearing the Customer's signature will be required for all run products and special or custom products including: (1) Order Acknowledgement, (2) Letter of Approval, and (3) Drawings and /or Blueprints. Once a quote is accepted, it will be converted to an order and approved by Midmark, any changes requested by the Customer will require a written Change Order and may result in additional charges and delayed delivery. Cancellation of orders will not be accepted once manufacture of products has begun.

Once an order is accepted and approved by Midmark, the anticipated time for completion of a Customer's order can be projected based on then quoted lead times. However, such dates are nonbinding estimates and time shall not be of the essence. Custom orders require a minimum 10-12 weeks for completion after all signed documents, deposits and approvals are obtained by Midmark. If shipment of an order is delayed by the Customer more than 2 weeks beyond the estimated completion/ship date, the Customer will be responsible for paying storage fees and 90% of the Customer's balance to Midmark. If shipment of an order is delayed by the Customer beyond the estimated completion/ship date, the Customer could be subject to paying storage fees and the Customer's balance to Midmark.

All LTL shipments are tailgate delivered and Customer is responsible for unloading of the product unless other arrangements are agreed to by Midmark in writing. Additional charges will apply for offloading assistance. Customer pickups are subject to handling fees and local taxes. The customer is responsible for inspecting all product for external and concealed damage. The Customer and/or their contractor will be responsible for set up and installation including required fittings, fasteners or mounting materials. This would include complying with any and all state, local and federal plumbing and electrical requirements. Midmark can provide contact information for recommended third party installers. Midmark does not provide installation for Shor-Line product.

All products being returned for any reason or delivered for repair service (whether or not pursuant to Midmark's Limited Warranty) must receive advance authorization from Midmark. Customer must contact Midmark's Technical Service Department at 1-800-444-1579 to receive a return authorization. Custom orders cannot be returned. All products returned, except for warranty service pursuant to Midmark's Product Satisfaction Policy will be subject to a minimum 15% restocking charge. Customer must return products in original condition. Customer will be responsible for all returning freight charges. Customer must report any damaged (external and or concealed) products on the Bill of Lading and notify Midmark of the damage.

**Payment Options:** Standard payment terms without approved credit are 1) 50% non-refundable deposit due at the time of order acceptance and 50% prior to shipping. 2) 2% cash discount if payment is received in full within 10 days (check, transfer or money orders only and discount does not apply to freight, taxes or installation). Terms available with approved credit are: 1) 25% down payment at the acceptance of your order and the balance is due Net 30 Days; 2) 3-3-3 Plan, 1/3 is due at acceptance of the order, 1/3 is due Net 30 Days and the balance is due Net 60 Days; or 3) Credit Card payments are acceptable excluding option #2 (Visa, MasterCard and Discover). Provide your payment option at time of order.

Remit to:  
Standard First-Class Mail  
Shor-Line PO Box 772857  
Detroit, MI 48277-2857

Initial: \_\_\_\_\_



QUOTE: 122444



DATE: 3/20/23

511 OSAGE AVE. KANSAS CITY KS 66105  
 913 281 1500 Fax 913-281-5339  
 Email:

Schroer Manufacturing Company

ORIGINATOR	BILLING ADDRESS	SHIP TO ADDRESS
Salesperson: JEREMY PANZER	Name: 961011	Name: 961011
Email: JPANZER@SHOR-LINE.COM	COUNTY OF WINNEBAGO	WINNEBAGO CNTY ANIMAL SERVICES
Cell #: 847-477-6776	404 ELM ST	4517 N MAIN ST
Entered By: Jeremy Panzer - Sales	ROCKFORD IL 61101-1239	ROCKFORD IL 61103-1275
Terms: 50% DEPOSIT, NET 30	61101-1239	

FREIGHT CHARGES:	ADDITIONAL CONTACTS
Truckload: <input type="checkbox"/> Next Day Del. <input type="checkbox"/>	Name: BRETT FRAZIER
Prepaid Dest: <input type="checkbox"/> 2 <sup>nd</sup> Day Del. <input type="checkbox"/>	Phone: 815-319-4114
Prepaid Add: <input type="checkbox"/> Standard Grnd <input checked="" type="checkbox"/>	
Cust. Pickup: <input type="checkbox"/> Deliver: <input type="checkbox"/>	

CALL BEFORE:	ORDERS OVER \$5,000 REQUIRE SIGNED ACKNOWLEDGEMENT & DEPOSIT/PRE-PAYMENT
Shipping: <input checked="" type="checkbox"/> Lintgate Truck <input checked="" type="checkbox"/> \$75	SALES TAX WILL BE COLLECTED IF APPLICABLE AND MAY NOT BE CALCULATED ON QUOTES
Delivery: <input checked="" type="checkbox"/> Inside Delivery <input type="checkbox"/> \$125	PRICES GUARANTEED 30 DAYS FROM DATE OF QUOTE
Extra Labor to Unload: <input type="checkbox"/>	<b>ESTIMATED LEAD TIME WILL BE PROVIDED AFTER FINAL ACCEPTANCE</b>
White Glove: <input type="checkbox"/>	

LINE#	PART NO	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	902.3030.600	78.00	KENNEL,30X30,CAT SUITE TRI DR, RH PORT HOLE SERENITY SUITE	795.00	62010.00
4	902.1830.601	78.00	KNL,18X30,RH LITTER AREA,LHPH, HDPE LATCH,SERENITY SUITE	845.00	65910.00
7	902.0000.30	78.00	Kat Portal	103.00	8034.00
13		1.00	THIRD PARTY INSTALLATION	11350.00	11350.00

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Sub Total	147304.00
Adjustment(s)	6797.70-
Equipment Total	140506.30
Sales Tax Rate	%
Sales Tax Amount	
Shipping & Handling	5195.00
<b>Grand Total</b>	<b>145701.30</b>

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

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

The information contained in this document is intended for the sole confidential use of the designated recipients and may contain confidential and proprietary information.

QUOTE: 122444



DATE: 3/20/23

Schroer Manufacturing Company

SALESPERSON	CUSTOMER
Name: JEREMY PANZER	Name: COUNTY OF WINNEBAGO

PAGE 2 - COMMENTS

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This Quote is only for the products listed and will remain effective for 30 days from the date hereof. Any other products, materials and services are specifically excluded. All prices in this Quote are F.O.B. Midmark's factory and unless otherwise specified are exclusive of freight, duty, installation, delivery charges and any city, state, local or federal tax. Customer would be responsible for any such taxes although sales tax will be collected at the point of sale on shipments to states except the following: Alaska, Delaware, Idaho, Montana, North Dakota, New Hampshire, New Mexico, Nevada, Oregon, Rhode Island, Vermont, West Virginia, and Washington DC.

Customer may submit an order for the goods described in the Quote, but in doing so shall have agreed to purchase the goods in accordance with Midmark's TERMS AND CONDITIONS, which can be found at [www.shor-line.com/customer-service/billing-terms/terms-and-conditions/](http://www.shor-line.com/customer-service/billing-terms/terms-and-conditions/). Any such order shall be subject to and effective only upon acceptance and approval at Midmark's offices in Kansas City, Kansas as evidenced by Midmark's issuance of an Order Acknowledgment or Invoice. The acceptance of all orders and related payment terms require approval by Midmark's Credit Department.

Processing of a Customer's order and the manufacture of products will not begin until all signed documents are provided, applicable approvals are obtained, and deposits are received. Additional documentation bearing the Customer's signature will be required for all run products and special or custom products including: (1) Order Acknowledgement, (2) Letter of Approval, and (3) Drawings and /or Blueprints. Once a quote is accepted, it will be converted to an order and approved by Midmark, any changes requested by the Customer will require a written Change Order and may result in additional charges and delayed delivery. Cancellation of orders will not be accepted once manufacture of products has begun.

Once an order is accepted and approved by Midmark, the anticipated time for completion of a Customer's order can be projected based on then quoted lead times. However, such dates are nonbinding estimates and time shall not be of the essence. Custom orders require a minimum 10-12 weeks for completion after all signed documents, deposits and approvals are obtained by Midmark. If shipment of an order is delayed by the Customer more than 2 weeks beyond the estimated completion/ship date, the Customer will be responsible for paying storage fees and 90% of the Customer's balance to Midmark. If shipment of an order is delayed by the Customer beyond the estimated completion/ship date, the Customer could be subject to paying storage fees and the Customer's balance to Midmark.

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All products being returned for any reason or delivered for repair service (whether or not pursuant to Midmark's Limited Warranty) must receive advance authorization from Midmark. Customer must contact Midmark's Technical Service Department at 1-800-444-1579 to receive a return authorization. Custom orders cannot be returned. All products returned, except for warranty service pursuant to Midmark's Product Satisfaction Policy will be subject to a minimum 15% restocking charge. Customer must return products in original condition. Customer will be responsible for all returning freight charges. Customer must report any damaged (external and or concealed) products on the Bill of Lading and notify Midmark of the damage.

**Payment Options:** Standard payment terms without approved credit are 1) 50% non-refundable deposit due at the time of order acceptance and 50% prior to shipping. 2) 2% cash discount if payment is received in full within 10 days (check, transfer or money orders only and discount does not apply to freight, taxes or installation). Terms available with approved credit are: 1) 25% down payment at the acceptance of your order and the balance is due Net 30 Days; 2) 3-3-3 Plan, 1/3 is due at acceptance of the order, 1/3 is due Net 30 Days and the balance is due Net 60 Days; or 3) Credit Card payments are acceptable excluding option #2 (Visa, MasterCard and Discover). Provide your payment option at time of order.

Remit to:  
Standard First-Class Mail  
Shor-Line PO Box 772857  
Detroit, MI 48277-2857

Initial: \_\_\_\_\_

April 6, 2023

To whom it may concern:

Shor-Line is a factory-direct manufacturer and is the sole source in the veterinary education, animal control and animal humane organizations for custom Shor-Line products in the United States of America.

This letter is to provide notification that Shor-Line is the sole source provider of custom Shor-Line products in the United States of America, including the Feline Serenity Suites. This unit offers the low-stress features of our Feline Comfort Suites in Stainless Steel housing. It comes standard with our Quiet Closing Latches which are made of Stainless Steel and Polyethylene to help eliminate noise and added stress for patients. Our Patented Hinge Design is constructed of 14-gauge austenitic stainless steel that is encapsulated by an injected molded, fiberglass reinforced nylon 6/6 thermoplastic polymer, which allows easy removal for cleaning as well as provides additional structural integrity to the Tri-Door. The previously mentioned Tri-Door provides top and bottom ventilation as well as a polycarbonate band at pet eye level for a clear view and reduced stress. The large 18" wide litter area is full cage height to allow proper elimination posturing and integrates with the UC-Davis Designed Kat Portal for access between litter and living area.

The above-named company is the Sole Source of this Feline Serenity Suite, and no other company manufactures such products.

Designing Better Care



Jeremy Panzer  
Great Lake Sales

April 6, 2023

To whom it may concern:

Shor-Line is a factory-direct manufacturer and is the sole source in the veterinary education, animal control and animal humane organizations for custom Shor-Line products in the United States of America.

This letter is to provide notification that Shor-Line is the sole source provider of custom Shor-Line products in the United States of America, including the T-Kennel System. Our Patented T-Core with Perfect Panel Design bonds two PVC panels to an extra-dense foam core. The heat and pressure from the foam and PVC help reduce sound while adding strength. Stainless Steel trim adds styling and strength. The Triple Sealing Channel's Special Design follows the slope of the floor to prevent cross-contamination. In addition, our Patented Half T-Cover removes easily for cleaning and our counter-balanced transfer door slides into the panel which eliminates any accessible wires for patients to chew on or get tangled within.

The above-named company is the Sole Source of this Feline Serenity Suite, and no other company manufactures such products.

Designing Better Care



Jeremy Panzer  
Great Lake Sales



# Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** April 19, 2023  
**Board Meeting Date:** May 11, 2023  
**Resolution Title:** Resolution Authorizing Execution of a Contract with The Summerill Law Firm, PLLC to Submit an Application and Negotiate Per Diem for Housing Federal Detainees in the Winnebago County Jail

## Budget Information:

<b>Was item budgeted?</b> No	<b>Appropriation Amount:</b> \$64,750
<b>If not, explain funding source:</b> Public Safety Sales Tax	
<b>ORG/OBJ/Project Code:</b> 40115 / 43190	<b>Descriptor:</b> County Jail Other Professional Services

**Background Information:** In 2015, Sheriff Caruana went through an approximate year long process to negotiate a Federal Prisoner Detention Contract with the U.S. Marshals Service in Washington D.C. to house Federal Pre-trial Detainees at the Winnebago County Jail.

The Current per diem rate for Federal detainees housed in custody is \$80.00 per day; \$28.00 per officers for guard rate outside of the facility; and \$.655 per mile for mileage. The current contract has been in effect for eight (8) years with no adjustments. Please see the attached for the revenue received under the current contract.

**Recommendation:** The Winnebago County Sheriff's Office would like to enter into a contract with The Summerill Law Firm, PLLC, based in Washington D.C., consultants of local governments on Intergovernmental Service Agreements (IGA) solutions for housing Federal detainees in county and city jails. They have proposed to submit an application to the US Marshals Service and negotiate a higher per diem of possibly \$98.00 per day, and a higher per hour guard rate, on behalf of the County. The cost of the contract could result in an approximate \$821,000 per year increase in Revenue to the County of Winnebago, Illinois (based on an average population of 125 Federal Prisoners). The cost for the agreement is \$64,750, to be paid in two installments of \$32,375 each.

**Contract/Agreement:** The cost for the agreement is \$64,750, which is paid in two installments of \$32,375 each.

**Legal Review:** The State's Attorney's Office has reviewed and approved the contract.

**Follow-Up:** n/a

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

2023 CR \_\_\_\_\_

Sponsored by: Brad Lindmark, Committee Chairman  
Submitted by: Public Safety and Judiciary Committee

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**RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH THE  
SUMMERILL LAW FIRM, PLLC TO SUBMIT AN APPLICATION AND NEGOTIATE  
PER DIEM FOR HOUSING FEDERAL DETAINEES  
IN THE WINNEBAGO COUNTY JAIL**

---

**WHEREAS**, the Winnebago County Sheriff's Office would like to enter into a contract with the Summerill Law Firm, PLLC, specializing in Intergovernmental Service Agreements (IGA) solutions for housing federal detainees in county and city jails; and

**WHEREAS**, the current per diem rate for Federal detainees housed in custody is \$80.00 per day; \$28.00 per officers for guard rate outside of the facility; and \$.655 per mile for mileage. The current contract has been in effect for eight (8) years with no adjustments; and

**WHEREAS**, the Summerill Law Firm, PLLC has proposed to submit an application to the US Marshals Service and negotiate a higher per diem of potentially \$98.00 per day, and a higher per hour guard rate, on behalf of the County. The cost of the contract could result in an approximate \$821,000 per year increase in revenue to the County of Winnebago, Illinois (based on an average population of 125 Federal Prisoners); and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the contract and recommends its approval.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that J. Hanley, State's Attorney and Lafakeria Vaughn, Civil Bureau Chief, and Joseph Chiarelli, the Winnebago County Board Chairman, are authorized and directed to, on behalf of the County of Winnebago, execute the Contract with THE SUMMERILL LAW FIRM, PLLC, 1250 CONNECTICUT AVENUE, NW, SUITE 700, WASHINGTON, DC, 20036.

**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, Winnebago County Auditor, Treasurer, and County Administrator.

Respectfully submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

\_\_\_\_\_  
KEVIN MCCARTHY

\_\_\_\_\_  
KEVIN MCCARTHY

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JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

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CHRIS SCROL

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CHRIS SCROL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
TIM NABORS

\_\_\_\_\_  
TIM NABORS

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

MARCH  
2021  
APPROVED  
KAFK & J.

# summerill

**federal IGA solutions for local jails**

1250 Connecticut Avenue, NW  
Suite 700  
Washington, DC 20036

Office: 202-261-6540

[joseph@summerill.net](mailto:joseph@summerill.net)

March 20, 2023

Sheriff Gary Caruana  
Winnebago County Sheriff's Office  
650 W State Street  
Rockford, IL 61102

Subject: PROPOSAL TO Assist Winnebago County IL Sheriff Prepare /  
Submit Application To US Marshals Service and Then Negotiate  
New Per Diem For Intergovernmental Service Agreement

Dear Sheriff Caruana:

I appreciate your consideration of the Summerill Law Firm, PLLC for calculating and negotiating a new per diem rate for housing U.S. Marshals Service (USMS) prisoners in the Winnebago County Jail. The following proposal, if accepted, will serve as the contract between the Summerill Law Firm, PLLC and Winnebago County, IL for this project.

## **STATEMENT OF WORK FOR THE WINNEBAGO COUNTY PROJECT.**

- The Summerill Law Firm, PLLC shall work with the Sheriff Caruana to collect all allowable and allocable economic data regarding the costs associated with the current and future operation of the Winnebago County Jail. This will include FY 2023 and FY 2024 cost data and will project those costs out 36 months, equal to the term of the Sheriff's new USMS IGA.
- Mr. Summerill's team will then build the Sheriff's new federal per diem rate in compliance with the U.S. Office of Management & Budget Circular 200; Chapter XXVIII – Department of Justice (2 CFR 200) and Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553). \*\* We will also calculate a new transportation / hospital guard rate, as well as a rate for guards participating in video court. \*\*
- Mr. Summerill will then present to Sheriff Caruana a draft application to submit to USMS. We will also research neighboring Federal per diem rates and make a strategic recommendation regarding the submittal of the Sheriff's application to USMS.





Winnebago County Sheriff's Office  
US Marshals Service Per Diem Rate Project  
March 20, 2023  
Page 2

If the Sheriff chooses (for whatever reason) not to submit the new USMS application prepared by Summerill, no fee shall be paid to Summerill. In such a case, all work product prepared by Summerill shall remain his exclusive property.

- Upon the Sheriff's approval, Mr. Summerill will then upload the supporting cost data and operational data (for the new per diem rate and the new transportation / guard service rate) to USMS through the FBI LEEP (Law Enforcement Enterprise Portal) website and start working with USMS officials to ensure that Sheriff's application is reviewed and negotiated in a timely manner.
- We will work with the USMS grants officer as she reviews our cost and operational data, answering all questions raised regarding the application and provide her with answers.
- Mr. Summerill will then partner with the Sheriff's Office to conduct the actual negotiations with USMS. Mr. Summerill will supply the Federal government with all necessary data and back up material to support the per diem rate requests.
- Once the Sheriff and USMS agree upon new rates, Mr. Summerill will work with the grants officer to answer any remaining questions during the finalization process.
- Mr. Summerill will also review the final draft IGA and recommend whether the Sheriff should execute the new agreement or seek changes in the IGA language.

If Winnebago County chooses (for whatever reason) not to execute the new USMS IGAs, no additional fee shall be paid to Summerill. In such a case, all work product prepared by Summerill shall remain his exclusive property.

## **TEAM PROVIDING SERVICES TO WINNEBAGO COUNTY.**

**Joe Summerill is the Managing Principal of Summerill Law Firm, PLLC.** Joe specializes in federal government contracts related to the Department of Justice's Federal Bureau of Prisons, United States Marshals Service and the Department of Homeland Security's Immigration and Customs Enforcement. He has over twenty years of experience in negotiating federal contracts and IGAs.

**Michele Sharpe is the Senior Paralegal & Grants Officer for The Summerill Law Firm, PLLC.** Michele specializes in the preparation and submission of Intergovernmental Service Agreement applications to the US Marshals Service and Immigration & Customs Enforcement. Ms. Sharpe has developed internal algorithms which can assist local government is calculating per diem rates.



Winnebago County Sheriff's Office  
US Marshals Service Per Diem Rate Project  
March 20, 2023  
Page 3

## **COMPENSATION FOR CALCULATING & NEGOTIATING NEW PER DIEM.**

In consideration for the legal services described above, the Parties agree that the Summerill Law Firm, PLLC shall be paid a firm fixed fee of **SIXTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$64,750.00)**. Payment shall occur as follows:

### **Phase One:**

An amount of **THIRTY-TWO THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$32,375.00)** shall be paid within 30 (thirty) days after the successful submission of the Sheriff's application to USMS;

If the Sheriff chooses not to submit the new USMS application prepared by Summerill, no fee shall be paid to Summerill. In such a case, all work product prepared by Summerill shall remain his exclusive property.

### **Phase Two:**

An amount of **THIRTY-TWO THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$32,375.00)** shall be paid within 30 (thirty) days after Winnebago County's execution of a new USMS IGA;

If Winnebago County chooses not to execute the new USMS IGAs, no additional fee shall be paid to Summerill. In such a case, all work product prepared by Summerill shall remain his exclusive property.

The Summerill Law Firm, PLLC will submit invoices which shall not reflect an hourly breakdown of the work performed by Mr. Summerill, but instead state: "For Legal Services Rendered to Winnebago County, Illinois In Connection With the Formation and Execution of Intergovernmental Service Agreement Between Winnebago County and the U.S. Marshals Service."

Invoices from the Summerill Law Firm, PLLC shall be paid pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

## **GOAL FRAME FOR THIS PROJECT.**

U.S. Marshals Service prisoners are housed in the Winnebago County Jail pursuant to an Inter-Governmental Agreement which was last updated December 2015 with a per diem rate of \$80 (we are unaware whether the County is also paid a hospital / transportation guard hourly rate).



Winnebago County Sheriff's Office  
US Marshals Service Per Diem Rate Project  
March 20, 2023  
Page 4

Our current analysis indicates that Winnebago County can now negotiate a new per diem rate of \$98 (or higher). See attached preliminary per diem rate analysis. We also anticipate negotiating a new higher guard hourly rate. Based on the Jail housing 125 USMS prisoners, Winnebago County will generate approximately \$821 K in new additional annual revenue.

From the date of Summerill's engagement until the date that the local government executes a new USMS IGA is typically 90 to 110 days. If hired in March 2023, Winnebago County will have a new Marshals per diem rate in place in July 2023.

**WAIVER.**

In consideration for the legal services described above, the Parties agree that the Summerill Law Firm, PLLC may represent other counties (including those in Illinois) seeking to renegotiate IGA per diem rates with U.S. Marshals Service and / or Immigration & Customs Enforcement.

Thank you again for your consideration of hiring the Summerill Law Firm PLLC for this project. Upon your approval, we will move forward. In the meantime, please do not hesitate to contact me with any questions.

JOSEPH SUMMERILL  
202-261-6540

Accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2023 for Winnebago County, Illinois.

By: \_\_\_\_\_

J. Hanley  
Winnebago County State's Attorney's Office

By: \_\_\_\_\_

Lafakeria S. Vaughn  
Chief, Civil Bureau  
Winnebago County State's Attorney's Office

# **UNFINISHED BUSINESS**

# **FINANCE COMMITTEE**



# Resolution Executive Summary

Prepared By: David Rickert  
Committee: Finance Committee  
Committee Date: April 6, 2023  
Resolution Title: FY2024 Budget Policy  
County Code: Not Applicable  
Board Meeting Date: April 13, 2023

## Budget Information:

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

**Background Information:** Annually, County Administration prepares the Budget Policy for the upcoming budget year to provide guidance to departments and establish the budget calendar for the County Board. Adjustments to the FY2024 Budget Policy include general formatting and reorganization of the policy with the following items amended or added:

- Definition of the County's Accounting Basis for Governmental and Proprietary Funds. The key change to this section is that purchases are required to be accounted for in the year they are received or completed per GAAP.
- Expanded the Fund Reserve section to include language requiring that special revenue fund budgets cannot exceed available fund balance and added language for the intention of maintaining three months of budgeted operating expenditures in the River Bluff Nursing Home fund.
- Added clarification and direction for the budget process from beginning to final board approval.
- Combined all previous revenue related policy in one section and added FY24 Revenue Assumptions.
- Added a section on Expense Estimations with departmental direction for completing salary budgets, grant budgets and other items to be considered when completing departmental budgets.
- Created a new section on Capital Improvement Projects (CIP). This section defines the budget process for CIP, defines projects that qualify, and give departments general instructions on completing their 5-year CIP planning documents.
- One change to the Accounting Policy to define the vendor remittance schedule at twice per month.
- Updated the calendar dates.

Recommendation: Administration concurs  
Contract/Agreement: Not Applicable  
Legal Review: Not Applicable  
Follow-Up: Not Applicable

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

2023 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

---

**RESOLUTION ADOPTING FISCAL YEAR 2024 BUDGET POLICY**

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**WHEREAS**, the County Board wishes to adopt a budgetary process for use in the 2024 fiscal year; and

**WHEREAS**, the County Administration has created a process based on sound financial principals for use in the 2024 fiscal year.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it adopts the budgetary process presented by the County Administration for the 2024 fiscal year, a copy of which policy is attached to this Resolution as Exhibit A.

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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Board Chairman and all County department heads.

**Respectfully Submitted,  
FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIRMAN

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIRMAN

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
JOE HOFFMAN

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
KEITH McDONALD

\_\_\_\_\_  
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 \_\_\_\_\_ 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



# Exhibit A



# WINNEBAGO COUNTY

Fiscal Year 2024

Budget Policy

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## INTRODUCTION

Winnebago County Government operates on policies designed to protect the County's assets and taxpayers' interests, provide guidance to employees, and serve the public efficiently. It is the intent that the policy statements be used to avoid conflicting goals or activities, which may have a negative impact on the overall financial position of the County. The County's system of internal accounting controls is designed to provide reasonable assurance that the financial records are reliable for preparing financial statements and maintaining accountability for assets and obligations.

The County's budget process is governed by Illinois Compiled Statutes (55 ILCS 5/6) and Winnebago County Board Policies (Sec. 2-38 Winnebago County Code of Ordinances). All operating funds (those funds that are presented in the County's Annual Comprehensive Financial Report) are appropriated in the "Official Budget". Appropriations will be considered the maximum authorization to incur obligations and not a mandate to spend.

In addressing concerns for maintaining financial strength while protecting the interest of the taxpayer, the County Board is implementing the following directives for the development of the fiscal year 2024 budget.

## ACCOUNTING BASIS

### **Governmental Funds**

The County prepares financial statements based on the modified accrual basis of accounting for all governmental funds in which the revenues are recorded when both measurable and available. The County considers revenue to be available if they are collected within 60 days of the end of the current fiscal period for property taxes, 180 days of the end of the current fiscal policy for certain health department and County reimbursable grants and 90 days of the end of the current period for all other amounts.

Expenditures are recorded when the related fund liability is incurred, except for unmatured interest on long-term debt, claims, judgments, compensated absences and pension expenditures, which are recorded as a fund liability when expected to be paid with expendable available financial resources.

### **Proprietary Funds**

The County has two proprietary funds. Expenditures for these funds are budgeted on a full accrual basis of accounting. As such, expenses are recognized when incurred and revenues are recognized when they are obligated to the County.

Under both methods of accounting, Generally Accepted Accounting Principles (GAAP) prescribe that purchases are required to be accounted for in the fiscal year in which the item is received or the service performed. Items ordered or services performed late in the fiscal year and not received or completed by the end of the fiscal year will be applied to the budget of the following year.

## BUDGETARY PRIORITIES

Direction is hereby given to the County Administrator and the Chief Financial Officer to create the fiscal year 2024 budget with the following priorities:

1. Debt service payments required
2. Contractual payments based on lease agreements, software agreements and other contractual agreements
3. Mandated services at affordable funding levels
4. All operating necessities (Utilities, IMRF, Health Insurance, Liability Insurance)
5. General operating costs to provide services
6. Non-Union employee compensation
7. Capital needs of the organization
8. Meeting the 25% unrestricted reserve requirement of the General Fund and PSST Fund (See Fund Reserves and Balanced Budgets Section)
9. Outside agency funding to include non-obligated Host Fee Grants and local matching grants

## FUND RESERVES AND BALANCED BUDGETS

The intent of the Finance Committee is the budget must balance expenditures against available revenues and fund balance by fund. Special revenue fund expenditure budgets cannot exceed available fund balance of the fund. Special revenue funds with a negative fund balance will not be allowed to submit an expenditure budget until the negative fund balance has been eliminated.

The County has developed a fund reserve policy in which it shall be the intent of the County Board to maintain an unrestricted (total of unassigned) fund balance equal to three months of budgeted operating expenditures in the General Fund and the Public Safety Sales Tax Fund. Surpluses in excess of the necessary reserve required by this policy shall be transferred to the Capital Projects Fund. In addition, it is the intent of the County Board to maintain an unrestricted fund balance equal to three months of budgeted operating expenditures in the River Bluff Nursing Home fund.

## BUDGET SUBMITTAL AND PRESENTATION PROCESS

Elected Officials and Department Heads shall be provided budget worksheets with existing levels of funding. Based on revenue estimates for the current and next fiscal year, funding levels may be reduced from the current year's appropriations. Elected Officials and Department Heads are encouraged to analyze all services and programs for the cost of the programs, citizen demand, and mandates by Federal, State or County law.

Exceptions may be considered by the County Administrator and the Chief Financial Officer on a case-by-case basis.

When an Elected Official/Department Head has completed the required budget forms, a meeting can be scheduled (if necessary) with the County Administrator and Chief Financial Officer to review and ensure budget policy compliance. Concerns and/or issues should be addressed by the Department Head/Elected Official at this time. Any resulting changes to submitted budgets will be communicated to the Finance Office for system entry and review. Upon review by County Administrator and Chief Financial Officer, the budget will be scheduled for presentation to the Finance Committee per the attached budget calendar. Meetings will be scheduled with the Finance Committee (if necessary) for individual departments/Elected Officials to address the Finance Committee regarding their individual budget requests.

Prior to the date the County Board places the budget on layover for public review, the Elected Official/Department Head will be required to review the budget as entered in the financial system and sign off that all entered information is correct.

Once the Finance Committee has reviewed departmental budgets, and the recommended supplemental requests have been approved, the budget is moved to the whole board to be placed on public display for a minimum of fifteen (15) days prior to final approval.

The Chief Financial Officer and the County Administrator during the normal course of the budget preparation process may make budget revisions prior to the final board approval of the budget. It should be noted that proposed budget revisions made after the first reading but before final passage shall be documented and presented to the County Board for approval as part of the final budget approval.

New for FY2024, Elected Official/Department Heads will be required to submit a five-year plan for capital improvements. Guidelines for these budgets are on page 7.

## REVENUE ESTIMATIONS

The County will project annual revenues on a conservative analytical basis to protect it from short-run fluctuations in any one revenue source. In instances where the County is providing non-mandated services and the revenue stream(s) is/are not covering the costs of said services, direction will be requested by County Administration from the reporting Liaison Committee (and if necessary, the full County Board) on whether said service should be allowed to continue and supplemented with County funds.

Property Tax Assumptions: Winnebago County is mandated to follow the Illinois Property Tax Extension Limitation Law (PTELL) by the State of Illinois. PTELL allows governing bodies the ability to cover the costs of inflationary increases incurred in their day-to-day operations by increasing their previous year's extension by the CPI or 5%, whichever is smallest. For fiscal year 2024 the CPI is 5.0%. During the budget process, County Administration will present the increases available if the County Board chooses to capture new growth and/or to utilize the CPI increase authorized under PTELL in the calculation of property tax revenues when developing the fiscal year 2024 budget. The Finance Committee will inform the Chief Financial Officer of the amount of the levy to include in the budget document.

User Fees and Charges: All user fees and charges should be reviewed by County Administration, Elected Officials and Appointed Department Heads on an annual basis to ensure the fee collected is covering the cost of service provided (subject to State Statutes).

The County charges user fees for items and services which benefit a specific user more than the general public. State statutes or an indirect cost study determines user fees. Fee studies based on costs are conducted as needed to determine the level of fees needed to equal the total cost of providing the service.

Other FY2024 Revenue Assumptions:

- Nonrecurring (one-time) revenue sources will be used for operations unless directed for a specific use by the County Board.
- Cannabis Sales and Excise Taxes support the General Fund.
- All gaming-related revenue, including off-track betting, casino, and video gaming revenues, support the Capital Projects Fund.
- Sale of assets support the Capital Projects Fund.
- New funding sources with a restricted purpose will be reviewed by the County Board to ensure appropriate usage at the department level. Additionally, these funding sources will be identified by a designated project number to meet reporting requirements by the funding agency.

EXPENSE ESTIMATIONS

Salary and Wage Estimates: Each department will be provided a budget document outlining the employees of the department with their rate of pay as of the date of the preparation of the document. It is the responsibility of the department to review the list including the position titles and employment status (FT, PT or seasonal). The department shall budget for any contractual obligations as outlined in respective bargaining contracts for the upcoming year. The department should include any vacant positions that are not included on the list if the intent is to fill that position in the upcoming year.

The Finance Committee will provide the County Administrator the non-union employee wage increase rate to include in the budget document. The Finance Committee will make a recommendation no later than the 1st Finance Committee meeting in June. Non-bargaining employees are eligible to receive the one-percent longevity pay in accordance with County policy and this should be included in the development of the salary and wage budgets.

Employees transferring from one County department to another will be allowed to retain their accrued vacation upon transfer. The new department will assume the liability should the employee terminate their employment while employed by said department.

Grant Budgets: Each department should submit a separate budget document for ongoing grant awards by the project (award) number. Grant revenue estimates should equal grant expenditure estimates for reimbursement-based grants. Grant award performance periods may not align with the County's fiscal year. In such cases, the department should estimate to the best of their ability the expenses that will be incurred for the grant program during the County's fiscal year. Grant budgets should include all applicable expenses as defined in the grant award and approved grant budget.

New grant awards will be budgeted at the time the County Board accepts the award. See further details in the Grant Policy and Grant Procedures documents.

Other FY2024 Expense Assumptions:

- In the event of loss of Federal or State funding and/or reimbursement for specific services, it is understood that Department/Elected Official will be expected to either reduce funded services or identify other reductions/revenue increases to offset the losses. Exceptions will be addressed on a case-by-case basis.
- Contractual obligations should be included in the budget request and, if applicable, noted as a supplemental request.
- Equipment needs and repairs that do not meet the criteria of a capital request as defined below should be included in the departmental operating budgets.
- All appropriations that have not been expended or appropriated to ongoing capital improvement projects shall lapse at the end of the fiscal year.

CAPITAL IMPROVEMENT PROJECTS (CIP) PLANNING AND BUDGETS

The CIP budgets are necessary to provide adequate consideration of the County's short-term and long-term needs and strategic goals and evaluate the options and timing availability of funds to address those needs. As noted in the Revenue Estimate section of this document, the CIP Fund will be funded through Gaming revenue, sale of assets and excess funds in the General and PSST funds. CIP includes major construction, expansion, purchase or major repair of buildings and other physical structures. CIP may also include fleet and equipment replacement needs. Per the County asset policy, capital projects should have a component value greater than \$12,000 and should have a useful life greater than three to five years. CIP does not include highway department projects or equipment funded by grant or other funding sources.

Each Department Head/Elected Official will submit a list of capital needs for the next five years on the document provided for capital requests. Requested projects should be prioritized by the departments. The requesting department should note the need for funding of the project. In addition to the cost of completing the project, the department should identify any costs to operate and maintain the asset over its useful life. These additional expenses would need to be included in the department's operating budget.

Only projects included in the first year of the plan will be considered for approval and funding. Projects presented for future years are shown for planning purposes only. Funding for a capital plan will be reviewed in conjunction with the annual budget. **Submission of capital needs does not guarantee funding.**

Approved CIP projects will be appropriated in the Capital Projects Improvement Fund. County Administration has developed a team consisting of the County Administrator, Chief Financial Officer and representatives from Finance, Purchasing, Facilities, IT and the Sheriff. This team will meet regularly to review and discuss the progress of approved projects.

Capital project appropriations, unlike operating budget appropriations, are typically one-time in nature and the project may take multiple years to complete. Budgetary control for these projects will be at the fund and project level which differs from operating budgets. Due to the fact that capital projects may cross fiscal years, the County Administrator/Chief Financial Officer will have the authority to rollover available project balances to the next fiscal year during the budget preparation process. Each previously approved project will be reviewed with department heads prior to the calculation of the rollover amount. Factors Administration will consider when



calculating the rollover amount would include the timing of any remaining payments and estimated completion percentage. The current year estimated actuals plus any amounts included in the rollover budget will not exceed the amount of the original approved project budget. Administration will not rollover any capital project funds which have not had activity for two fiscal years. A listing of project budgets that are to be rolled over will be reviewed by the aforementioned Administration team and included in the final budget package as presented to the County Board.

CIP appropriations funding projects belonging to the two Enterprise Funds will be budgeted in those respective funds in order to properly track assets according to GAAP and financial reporting. Approval of CIP projects related to these funds will require a budget amendment including a plan to transfer funds from the CIP fund to the Enterprise fund and expenditures for the project in the Enterprise fund. Actual transfers will only be recorded by Finance as related projects are completed.

#### BUDGET AMENDMENT PROCESS (AFTER ADOPTION BY THE BOARD):

All requests for budget amendments must start with a completed Budget Amendment Form (available upon request from Finance) submitted to the Chief Financial Officer, who upon review, will work with the requesting department head in preparing an ordinance (if required) in the County Board approved format for committee and board presentation.

- The County Board must approve all transfers of budgets between departments or funds by a 2/3<sup>rd</sup> majority vote (14) of the County Board. (Transfers may not be made from certain special purpose funds to other funds).
- Additional (emergency) appropriations must also be approved by a 2/3<sup>rd</sup> majority vote (14) of the County Board.
- Budgetary control over expenditures exists at the object-class-level (character code). Line item transfers between object-class-level (character code) or object codes may be requested by the department and approved by the Chief Financial Officer, provided the total amount appropriated by the County Board for the respective department (org code) is not exceeded.

#### FINANCIAL POLICIES

The following pages include financial policies that have been approved by the County Board. These policies should be considered in addition to the Budget Development Guidelines in completion of budgets.

#### FISCAL YEAR

The County's fiscal year is October 1st through September 30th. (Set by County Board per 55 ILCS 5/6-1-001).

#### ACCOUNTING/ AUDITING

State statutes require an annual audit by independent certified public accountants (55 ILCS 5/6-31003). An Annual Comprehensive Financial Report shall be prepared according to the criteria set by the Government Finance Officers Association (GFOA). The County follows Generally Accepted Accounting Principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB).

## ACCOUNTING AND FINANCIAL REPORTING POLICIES

The accounting policies of the County of Winnebago, Illinois will conform to generally accepted accounting principles as applicable to governmental units. The accepted standard-setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB). It shall be the intent of the County to maintain a self-balancing set of accounts on an on-going basis to be closed quarterly. The general ledger will be closed by the Finance department no later than 45 days after month end. The books shall remain open 90 days after the fiscal year end.

It shall be the intent of the County to maintain a program of internal controls to safeguard all assets and ensure effective and efficient use of all assets. It shall be the responsibility of the Finance Director to establish a formal set of "best practice" internal controls. In addition, the County Auditor shall ensure that all departments comply with those controls.

It shall also be the intent for the independent auditor to review the system of internal controls and report any weaknesses detected to the Board as part of the annual audit.

It shall be the intent of the County to utilize fund accounting principles and generally accepted accounting practices in the recording of all financial transactions. The general ledger shall be maintained on a cash basis, with the intent to move to an accrual basis on a quarterly basis. The Finance Committee will be provided with budget versus actual revenue and expenditure reports on a quarterly basis.

It shall be the intent of the County to prepare annually an Annual Comprehensive Financial Report to be presented to the Board no later than 180 days after year-end. The Annual Comprehensive Financial Report should be audited by an independent CPA firm experienced in governmental auditing. It shall be the further intent of the County to present its Annual Comprehensive Financial Report to the Government Finance Officers Association to receive the Certificate of Excellence award in financial reporting. If at any time the County will not receive an unqualified opinion from the CPA firm, the CPA firm and the Finance Director will notify the Board prior to the issuance of the report.

It shall be the intent of the County to maintain a capital asset ledger of all permanent assets acquired. The Finance department will maintain these asset records on an on-going basis to ensure proper controls and report annually regarding these records to the Board. No asset will be considered fixed unless its value or component value exceeds \$12,000 dollars or in the case of infrastructure assets purchased or acquired with an original cost of \$50,000 or more.

Depreciation will be charged on all capital assets. This policy is consistent with the requirements of GASB Statement No. 34. Depreciation will be recorded on a straight-line basis over the normal useful life of the asset.

It shall be the intent of the County to manage all accounts receivable. Accounts receivable are created by operations in certain departments and offices. In general, they arise at the renewal of a permit or license from departments such as Health, River Bluff Nursing Home or Transportation. The department or office that is responsible for the billing is responsible for collections and managing receivables. Consistent with good financial management, each department and office will age their receivables. Departments and Offices shall continue collection efforts.

The Finance department remits vendor payments on a regular schedule twice a month. Vendor payments are released by the County Clerk's office per the defined schedule. Emergency requests for payment are considered

on a case-by-case basis. All remittances will be mailed unless there is a business purpose requiring a department to obtain the check at which time a release form will need to be signed.

It is the intent of the County to comply with the modified accrual basis of accounting, in which revenues are recorded when they are both measurable and available. The County considers revenue to be available if they are collected within 60 days of the end of the current fiscal period for property taxes, 180 days of the end of the current fiscal period for certain health department and County reimbursable grants, and 90 days of the end of the current fiscal period for all other amounts.

## GRANTS

The purpose of this policy is to ensure that all grant-funded programs or projects are managed according to the terms set forth in the grant agreement, Winnebago County Grant Administration Policies and Procedures and other applicable County policies and procedures. To inform the County Board of the value of a new grant program, the Board must have full knowledge of the total cost and/or impact of the program and its funding sources. It is a requirement that departments administering grants are familiar with the grant administration policies and procedures; in addition to individual grant requirements.

A grant is an amount of money that a government or other institution gives to an individual or to an organization for a particular purpose.

The following should be considered when applying for, accepting, and/or managing grant awards:

The County Board's definition of a conflicting special condition is:

- A new grant is a grant awarded for a purpose that has not been previously supported by grant funding.
- Grant Award Agreement Federal/State/Local compliance requirements.
- If Indirect Costs are allowable, all new grant application budgets should include the County's 10% de minimis indirect cost rate. If not included, the explanation shall be included in the Grant Summary Worksheet.
- Departments who apply for grants that require a local match must find the local match within their budgets.
- Departments who apply for new grants must understand the special conditions associated with their funding and inform the County Board of the conditions in the Resolution, prior to approval. Upon Board acceptance and approval, the County Board Administration Staff will log each special condition into the Special Conditions System of Register.
  - The County Board's definition of a conflicting special condition is any special condition of funding (outside of standard state/federal conditions) that may prohibit another department's ability to apply for funding.

- Upon notification of a grant award (new or renewal), departments will submit to the respective Committee:
  - Executive Summary and Resolution,
  - Original Grant Award Agreement,
  - Winnebago County Grant Summary Worksheet,
  - And any relevant attachments to the respective Committee.

Upon Committee approval, departments will submit a budget amendment to the Chief Financial Officer to amend the respective budget. A 2/3rd vote of all members constituting the County Board is required to amend department budgets to reflect grant revenues and expenses (55 ILCS 5/6-1003).

- Grants will be controlled at the operating budget level based on the County's fiscal year.
- The grant budget will be periodically reviewed by the designated Grant Managers to ensure that the revenues and expenditures are consistent with the grant award's allowable costs.
- Designated Grant Managers will inform Finance Director of identified sub-award/sub-recipients.
- Grants will be reviewed quarterly, as needed, by the Grant Compliance Officer or Finance Director with the Department Head, Elected Official, or designated Grant Managers.

#### RISK MANAGEMENT

The County has an established program for unemployment, liability and workers compensation. To forecast expenditures, the County considers claims, retention levels, fixed costs, and fund reserves.

#### INVESTMENT POLICY

The County Treasurer is responsible for the investing of all Winnebago County funds (55 ILCS 5/3-11006). It is always prudent for any public unit to have an Investment Policy in place for the purpose of safeguarding funds, equitably distributing the investments, and maximizing income of the governmental unit. The following policy is adopted for the Winnebago County Treasurer's Office.

#### SCOPE OF INVESTMENT POLICY

This Investment Policy applies to the investment activities of all funds under the jurisdiction of the Winnebago County Treasurer. This Investment Policy will also apply to any new funds or temporary funds placed under the jurisdiction of the Winnebago County Treasurer. The Illinois Compiled Statutes will take precedence except where this policy is more restrictive, wherein this policy will take precedence.

#### OBJECTIVES

The purpose of this Investment Policy of the Winnebago County Treasurer is to establish cash management and investment guidelines for the stewardship of public funds under the jurisdiction of the Winnebago County Treasurer. The specific objectives of this investment policy will be as follows:

1. Safety of Principal.
2. Diversity of investment to avoid unreasonable risks.

3. The portfolio shall remain sufficiently liquid to meet all operating costs, which may be reasonably anticipated.
4. The highest interest rate available will always be the objective of this policy, combined with safety of principal. The Winnebago County Treasurer will require full collateralization of any deposits.
5. In maintaining its investment portfolio, the Winnebago County Treasurer shall avoid any transaction that might impair public confidence in the Winnebago County Treasurer's Office.
6. The Winnebago County Treasurer will give consideration to the financial institutions positive community involvement when consideration is given to the financial institution to be used as a depository.
7. All funds will be invested for a period of one day or longer, depending on the requirement for the disbursement of funds.
8. All funds shall be deposited within two working days at prevailing rates or better, in accordance with Illinois Compiled Statutes.

#### RESPONSIBILITY

All investment of funds under the control of the Winnebago County Treasurer is the direct responsibility of the Winnebago County Treasurer. The Winnebago County Treasurer shall be responsible for all transactions and shall establish a system of controls of the activities of all subordinates who are directly involved in the assistance of such investment activities.

#### PRUDENCE

The standard of prudence to be used by investment officials shall be the "prudent person," and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for any individual securities credit risk or market price changes, provided that deviations from expectation are reported in a timely fashion, and appropriate action is taken to control adverse developments.

#### ACCOUNTING

All investment transactions shall be recorded by the Winnebago County Treasurer or the Winnebago County Treasurer's staff. A report will be generated, at least monthly, listing all active investments, including information regarding securities in portfolio by class or type, book value, interest earned and market value as of report date. This report will be made available to the Winnebago County Board and Winnebago County Treasurer.

#### FINANCIAL INSTITUTIONS

The Winnebago County Treasurer will have the sole responsibility to select which financial institutions will be depositories for Winnebago County Treasurer funds. The Winnebago County Treasurer will take into consideration security, size, location, condition, service, fees and the community relations involvement of the financial institution when choosing a financial institution.

At no time will the Winnebago County Treasurer investments exceed 65% of the financial institution's capital and surplus.

All financial institutions having any type of financial relationships: deposit investments, loans, etc., are required to provide a complete and current "Call Report," required by their appropriate regulatory authority each calendar quarter within 30 days of the "Call" request date.

## INVESTMENT VEHICLES

The Winnebago County Treasurer will use investments approved for governmental units as set forth in the most current issue of the Illinois Compiled Statutes.

## COLLATERAL

In order to protect the funds of Winnebago County, it will be a standard practice of the Winnebago County Treasurer to require that all deposits in financial institutions be collateralized. Collateral shall be held under the name of Winnebago County. During the term of the deposit, at least 102% collateralization will be required whenever deposits exceed the insured limits of FDIC. The Winnebago County Treasurer will require a signed

Pledge Agreement between Winnebago County, the Financial Institution, and the Holding Company to be on file at all times.

102% of collateralization of the deposit will be required. Only the following collateral will be accepted:

- U.S. Government direct securities
- Obligations of Federal Instrumentalities
- Obligations of the State of Illinois
- Obligations of the County of Winnebago
- Obligations of municipalities located within the County of Winnebago, subject to acceptance by the Winnebago County Treasurer
- Acceptable Collateral as identified in the Illinois Compiled Statutes for use by the Treasurer of the State of Illinois

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the possible income to be derived.

The above standard is established as the standard for professional responsibility and shall be applied in the context of managing the Winnebago County Treasurer's portfolio, pursuant to the Public Funds Investment Act at 30 Illinois Compiled Statutes 235/2.5 and other provisions included in that Act, along with all other Statutes and Constitutional provisions regarding conflicts of interest and ethical considerations.

## SECURITY CONTROLS

Only the Winnebago County Treasurer is authorized to establish financial accounts for the office of Winnebago County Treasurer. At all times either the Winnebago County Treasurer, singly or signatories as designated by the Winnebago County Treasurer, should be authorized to sign on financial accounts of the office of the Winnebago County Treasurer.

## ADOPTION

This investment policy or similar policy has been in effect since January 1, 2022. Last revision March 12, 2022.

## FISCAL YEAR 2024 BUDGET CALENDAR

Budget Task	Date
Chief Financial Officer and Finance Department to review budget process, refine budget requirements, determine budget calendar and prepare preliminary budget guidelines	Feb 1 <sup>st</sup> to March 10 <sup>th</sup>
Finance Committee to review Budget Calendar	March 16 <sup>th</sup>
Finance Committee to approve 2024 Budget Policy & Guidelines	April 6 <sup>th</sup>
County Board to approve 2024 Budget Policy & Guidelines	April 13 <sup>th</sup>
Budget preparation materials are distributed to departments	May 3 <sup>rd</sup>
Initial forecast of Fiscal Years 2023 and 2024 with tax levy options to be presented to the Finance Committee	June 15 <sup>th</sup>
Departments to submit all budget documents to the Chief Financial Officer	June 16 <sup>th</sup>
Departments to submit Budget & Outcome Goals to the Chief Financial Officer	June 21 <sup>st</sup>
Chief Financial Officer and Administrator to review all preliminary budgets with Departments	June 22 <sup>nd</sup> – 30 <sup>th</sup>
Recommended budgets are provided to Department Heads/Elected Officials	July 7 <sup>th</sup>
Finance Committee will review department budget presentations (if necessary)	July 20 <sup>th</sup>
Budget to be reviewed by Chairman, Administrator and Chief Financial Officer	July 25 <sup>th</sup>
County Administrator to present recommended budget to the Committee of the Whole	Aug 10 <sup>th</sup>
Finance Committee to make recommended budget changes (if necessary)	Aug 17 <sup>th</sup>
Truth in Taxation Hearing (we will schedule a date if needed)	
Department Heads and Elected Officials sign off sheet on budgets and capital requests due in the Finance Department	Aug 23 <sup>rd</sup>
Finance Committee to vote on County Budget Ordinance	Aug 31 <sup>st</sup>
County Board to place balanced Proposed Budget on public display	Sept 7 <sup>th</sup>
County Board to adopt the appropriation and tax levy ordinance/budget	Sept 28 <sup>th</sup>

## Exhibit B





# WINNEBAGO COUNTY

Fiscal Year 202~~4~~

Budget Policy

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## INTRODUCTION

Winnebago County Government operates on policies designed to protect the County's assets and taxpayers' interests, provide guidance to employees, and serve the public efficiently. It is the intent that the policy statements be used to avoid conflicting goals or activities, which may have a negative impact on the overall financial position of the County. The County's system of internal accounting controls is designed to provide reasonable assurance that the financial records are reliable for preparing financial statements and maintaining accountability for assets and obligations.

The County's budget process is governed by Illinois Compiled Statutes (55 ILCS 5/6) and Winnebago County Board Policies ([Sec. 2-38 Winnebago County Code of Ordinances](#)). All operating funds (those funds that are presented in the County's Annual Comprehensive Financial Report) are appropriated in the "Official Budget". Appropriations will be considered the maximum authorization to incur obligations and not a mandate to spend.

In addressing concerns for maintaining financial strength while protecting the interest of the taxpayer, the County Board is implementing the following directives for the development of the fiscal year 2024 budget.

## ACCOUNTING BASIS

### Governmental Funds

The County prepares financial statements based on the modified accrual basis of accounting for all governmental funds in which the revenues are recorded when both measurable and available. The County considers revenue to be available if they are collected within 60 days of the end of the current fiscal period for property taxes, 180 days of the end of the current fiscal policy for certain health department and County reimbursable grants and 90 days of the end of the current period for all other amounts.

Expenditures are recorded when the related fund liability is incurred, except for unmatured interest on long-term debt, claims, judgments, compensated absences and pension expenditures, which are recorded as a fund liability when expected to be paid with expendable available financial resources.

### Proprietary Funds

The County has two proprietary funds. Expenditures for these funds are budgeted on a full accrual basis of accounting. As such, expenses are recognized when incurred and revenues are recognized when they are obligated to the County.

Under both methods of accounting, Generally Accepted Accounting Principles (GAAP) prescribe that purchases are required to be accounted for in the fiscal year in which the item is received or the service performed. Items ordered or services performed late in the fiscal year and not received or completed by the end of the fiscal year will be applied to the budget of the following year.

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## BUDGETARY PRIORITIES

Direction is hereby given to the County Administrator and the Chief Financial Officer to create the fiscal year 2024 budget with the following priorities:

1. Debt service payments required
2. Contractual payments based on lease agreements, software agreements and other contractual agreements
3. Mandated services at affordable funding levels
4. All operating necessities (Utilities, IMRF, Health Insurance, Liability Insurance)
5. General operating costs to provide services
6. Non-Union employee compensation
7. Capital needs of the organization
8. Meeting the 25% unrestricted reserve requirement of the General Fund and PSST Fund (See Fund Reserves and Balanced Budgets Section)
9. Outside agency funding to include non-obligated Host Fee Grants and local matching grants

## FUND RESERVES AND BALANCED BUDGETS

The intent of the Finance Committee is the budget must balance expenditures against available revenues and fund balance by fund. Special revenue fund expenditure budgets cannot exceed available fund balance of the fund. Special revenue funds with a negative fund balance will not be allowed to submit an expenditure budget until the negative fund balance has been eliminated.

The County has developed a fund reserve policy in which it shall be the intent of the County Board to maintain an unrestricted (total of unassigned) fund balance equal to three months of budgeted operating expenditures in the General Fund and the Public Safety Sales Tax Fund. Surpluses in excess of the necessary reserve required by this policy shall be transferred to the Capital Projects Fund. In addition, it is the intent of the County Board to maintain an unrestricted fund balance equal to three months of budgeted operating expenditures in the River Bluff Nursing Home fund.

## BUDGET SUBMITTAL AND PRESENTATION PROCESS

Elected Officials and Department Heads shall be provided budget worksheets with existing levels of funding. Based on revenue estimates for the current and next fiscal year, funding levels may be reduced from the current year's appropriations. Elected Officials and Department Heads are encouraged to analyze all services and programs for the cost of the programs, citizen demand, and mandates by Federal, State or County law.

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FINANCIAL STRENGTH¶

The County has been significantly impacted financially by the COVID-19 crisis. Revenues have been impacted by business closings, unemployment and other factors. The balances in the General Fund are above the 90 day reserve amount in fiscal year 2022.¶

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Exceptions may be considered by the County Administrator and the Chief Financial Officer on a case-by-case basis.

When an Elected Official/Department Head has completed the required budget forms, a meeting can be scheduled (if necessary) with the County Administrator and Chief Financial Officer to review and ensure budget policy compliance. Concerns and/or issues should be addressed by the Department Head/Elected Official at this time. Any resulting changes to submitted budgets will be communicated to the Finance Office for system entry and review. Upon review by County Administrator and Chief Financial Officer, the budget will be scheduled for presentation to the Finance Committee per the attached budget calendar. Meetings will be scheduled with the Finance Committee (if necessary) for individual departments/Elected Officials to address the Finance Committee regarding their individual budget requests.

Prior to the date the County Board places the budget on layover for public review, the Elected Official/Department Head will be required to review the budget as entered in the financial system and sign off that all entered information is correct.

Once the Finance Committee has reviewed departmental budgets, and the recommended supplemental requests have been approved, the budget is moved to the whole board to be placed on public display for a minimum of fifteen (15) days prior to final approval.

The Chief Financial Officer and the County Administrator during the normal course of the budget preparation process may make budget revisions prior to the final board approval of the budget. It should be noted that proposed budget revisions made after the first reading but before final passage shall be documented and presented to the County Board for approval as part of the final budget approval.

New for FY2024, Elected Official/Department Heads will be required to submit a five-year plan for capital improvements. Guidelines for these budgets are on page 7.

#### REVENUE ESTIMATIONS

The County will project annual revenues on a conservative analytical basis to protect it from short-run fluctuations in any one revenue source. In instances where the County is providing non-mandated services and the revenue stream(s) is/are not covering the costs of said services, direction will be requested by County Administration from the reporting Liaison Committee (and if necessary, the full County Board) on whether said service should be allowed to continue and supplemented with County funds.

Property Tax Assumptions: Winnebago County is mandated to follow the Illinois Property Tax Extension Limitation Law (PTELL) by the State of Illinois. PTELL allows governing bodies the ability to cover the costs of inflationary increases incurred in their day-to-day operations by increasing their previous year's extension by the CPI or 5%, whichever is smallest. For fiscal year 2024 the CPI is 5.0%. During the budget process, County Administration will present the increases available if the County Board chooses to capture new growth and/or to utilize the CPI increase authorized under PTELL in the calculation of property tax revenues when developing the fiscal year 2024 budget. The Finance Committee will inform the Chief Financial Officer of the amount of the levy to include in the budget document.

User Fees and Charges: All user fees and charges should be reviewed by County Administration, Elected Officials and Appointed Department Heads on an annual basis to ensure the fee collected is covering the cost of service provided (subject to State Statutes).

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The County charges user fees for items and services which benefit a specific user more than the general public. State statutes or an indirect cost study determines user fees. Fee studies based on costs are conducted as needed to determine the level of fees needed to equal the total cost of providing the service.

Other FY2024 Revenue Assumptions:

- Nonrecurring (one-time) revenue sources will be used for operations unless directed for a specific use by the County Board.
- Cannabis Sales and Excise Taxes support the General Fund.
- All gaming-related revenue, including off-track betting, casino, and video gaming revenues, support the Capital Projects Fund.
- Sale of assets support the Capital Projects Fund.
- New funding sources with a restricted purpose will be reviewed by the County Board to ensure appropriate usage at the department level. Additionally, these funding sources will be identified by a designated project number to meet reporting requirements by the funding agency.

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EXPENSE ESTIMATIONS

Salary and Wage Estimates: Each department will be provided a budget document outlining the employees of the department with their rate of pay as of the date of the preparation of the document. It is the responsibility of the department to review the list including the position titles and employment status (FT, PT or seasonal). The department shall budget for any contractual obligations as outlined in respective bargaining contracts for the upcoming year. The department should include any vacant positions that are not included on the list if the intent is to fill that position in the upcoming year.

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The Finance Committee will provide the County Administrator the non-union employee wage increase rate to include in the budget document. The Finance Committee will make a recommendation no later than the 1st Finance Committee meeting in June. Non-bargaining employees are eligible to receive the one-percent longevity pay in accordance with County policy and this should be included in the development of the salary and wage budgets.

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Employees transferring from one County department to another will be allowed to retain their accrued vacation upon transfer. The new department will assume the liability should the employee terminate their employment while employed by said department.

Grant Budgets: Each department should submit a separate budget document for ongoing grant awards by the project (award) number. Grant revenue estimates should equal grant expenditure estimates for reimbursement-based grants. Grant award performance periods may not align with the County's fiscal year. In such cases, the department should estimate to the best of their ability the expenses that will be incurred for the grant program during the County's fiscal year. Grant budgets should include all applicable expenses as defined in the grant award and approved grant budget.

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New grant awards will be budgeted at the time the County Board accepts the award. See further details in the Grant Policy and Grant Procedures documents.

Other FY2024 Expense Assumptions:

- In the event of loss of Federal or State funding and/or reimbursement for specific services, it is understood that Department/Elected Official will be expected to either reduce funded services or identify other reductions/revenue increases to offset the losses. Exceptions will be addressed on a case-by-case basis.
- Contractual obligations should be included in the budget request and, if applicable, noted as a supplemental request.
- Equipment needs and repairs that do not meet the criteria of a capital request as defined below should be included in the departmental operating budgets.
- All appropriations that have not been expended or appropriated to ongoing capital improvement projects shall lapse at the end of the fiscal year.

CAPITAL IMPROVEMENT PROJECTS (CIP) PLANNING AND BUDGETS

The CIP budgets are necessary to provide adequate consideration of the County's short-term and long-term needs and strategic goals and evaluate the options and timing availability of funds to address those needs. As noted in the Revenue Estimate section of this document, the CIP Fund will be funded through Gaming revenue, sale of assets and excess funds in the General and PSST funds. CIP includes major construction, expansion, purchase or major repair of buildings and other physical structures. CIP may also include fleet and equipment replacement needs. Per the County asset policy, capital projects should have a component value greater than \$12,000 and should have a useful life greater than three to five years. CIP does not include highway department projects or equipment funded by grant or other funding sources.

Each Department Head/Elected Official will submit a list of capital needs for the next five years on the document provided for capital requests. Requested projects should be prioritized by the departments. The requesting department should note the need for funding of the project. In addition to the cost of completing the project, the department should identify any costs to operate and maintain the asset over its useful life. These additional expenses would need to be included in the department's operating budget.

Only projects included in the first year of the plan will be considered for approval and funding. Projects presented for future years are shown for planning purposes only. Funding for a capital plan will be reviewed in conjunction with the annual budget. Submittal of capital needs does not guarantee funding.

Approved CIP projects will be appropriated in the Capital Projects Improvement Fund. County Administration has developed a team consisting of the County Administrator, Chief Financial Officer and representatives from Finance, Purchasing, Facilities, IT and the Sheriff. This team will meet regularly to review and discuss the progress of approved projects.

Capital project appropriations, unlike operating budget appropriations, are typically one-time in nature and the project may take multiple years to complete. Budgetary control for these projects will be at the fund and project level which differs from operating budgets. Due to the fact that capital projects may cross fiscal years, the County Administrator/Chief Financial Officer will have the authority to rollover available project balances to the next fiscal year during the budget preparation process. Each previously approved project will be reviewed with department heads prior to the calculation of the rollover amount. Factors Administration will consider when

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Supplemental Requests¶  
Due to anticipated revenue shortfalls in the 2023 budget year no additional funding will be provided during the budget preparation process. Exceptions may be considered by the County Administrator on a case by case basis. Departments with c  
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calculating the rollover amount would include the timing of any remaining payments and estimated completion percentage. The current year estimated actuals plus any amounts included in the rollover budget will not exceed the amount of the original approved project budget. Administration will not rollover any capital project funds which have not had activity for two fiscal years. A listing of project budgets that are to be rolled over will be reviewed by the aforementioned Administration team and included in the final budget package as presented to the County Board.

CIP appropriations funding projects belonging to the two Enterprise Funds will be budgeted in those respective funds in order to properly track assets according to GAAP and financial reporting. Approval of CIP projects related to these funds will require a budget amendment including a plan to transfer funds from the CIP fund to the Enterprise fund and expenditures for the project in the Enterprise fund. Actual transfers will only be recorded by Finance as related projects are completed.

#### BUDGET AMENDMENT PROCESS (AFTER ADOPTION BY THE BOARD):

All requests for budget amendments must start with a completed Budget Amendment Form (available upon request from Finance) submitted to the Chief Financial Officer, who upon review, will work with the requesting department head in preparing an ordinance (if required) in the County Board approved format for committee and board presentation.

- The County Board must approve all transfers of budgets between departments or funds by a 2/3<sup>rd</sup> majority vote (14) of the County Board. (Transfers may not be made from certain special purpose funds to other funds).
- Additional (emergency) appropriations must also be approved by a 2/3<sup>rd</sup> majority vote (14) of the County Board.
- Budgetary control over expenditures exists at the object-class-level (character code). Line item transfers between object-class-level (character code) or object codes may be requested by the department and approved by the Chief Financial Officer, provided the total amount appropriated by the County Board for the respective department (org code) is not exceeded.

#### FINANCIAL POLICIES

The following pages include financial policies that have been approved by the County Board. These policies should be considered in addition to the Budget Development Guidelines in completion of budgets.

#### FISCAL YEAR

The County's fiscal year is October 1st through September 30th. (Set by County Board per 55 ILCS 5/6-1-001).

#### ACCOUNTING/ AUDITING

State statutes require an annual audit by independent certified public accountants (55 ILCS 5/6-31003). An Annual Comprehensive Financial Report shall be prepared according to the criteria set by the Government Finance Officers Association (GFOA). The County follows Generally Accepted Accounting Principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB).

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## ACCOUNTING AND FINANCIAL REPORTING POLICIES

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The accounting policies of the County of Winnebago, Illinois will conform to generally accepted accounting principles as applicable to governmental units. The accepted standard-setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB). It shall be the intent of the County to maintain a self-balancing set of accounts on an on-going basis to be closed quarterly. The general ledger will be closed by the Finance department no later than 45 days after month end. The books shall remain open 90 days after the fiscal year end.

It shall be the intent of the County to maintain a program of internal controls to safeguard all assets and ensure effective and efficient use of all assets. It shall be the responsibility of the Finance Director to establish a formal set of "best practice" internal controls. In addition, the County Auditor shall ensure that all departments comply with those controls.

It shall also be the intent for the independent auditor to review the system of internal controls and report any weaknesses detected to the Board as part of the annual audit.

It shall be the intent of the County to utilize fund accounting principles and generally accepted accounting practices in the recording of all financial transactions. The general ledger shall be maintained on a cash basis, with the intent to move to an accrual basis on a quarterly basis. The Finance Committee will be provided with budget versus actual revenue and expenditure reports on a quarterly basis.

It shall be the intent of the County to prepare annually an Annual Comprehensive Financial Report to be presented to the Board no later than 180 days after year-end. The Annual Comprehensive Financial Report should be audited by an independent CPA firm experienced in governmental auditing. It shall be the further intent of the County to present its Annual Comprehensive Financial Report to the Government Finance Officers Association to receive the Certificate of Excellence award in financial reporting. If at any time the County will not receive an unqualified opinion from the CPA firm, the CPA firm and the Finance Director will notify the Board prior to the issuance of the report.

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It shall be the intent of the County to maintain a capital asset ledger of all permanent assets acquired. The Finance department will maintain these asset records on an on-going basis to ensure proper controls and report annually regarding these records to the Board. No asset will be considered fixed unless its value or component value exceeds \$12,000 dollars or in the case of infrastructure assets purchased or acquired with an original cost of \$50,000 or more.

Depreciation will be charged on all capital assets. This policy is consistent with the requirements of GASB Statement No. 34. Depreciation will be recorded on a straight-line basis over the normal useful life of the asset.

It shall be the intent of the County to manage all accounts receivable. Accounts receivable are created by operations in certain departments and offices. In general, they arise at the renewal of a permit or license from departments such as Health, River Bluff Nursing Home or Transportation. The department or office that is responsible for the billing is responsible for collections and managing receivables. Consistent with good financial management, each department and office will age their receivables. Departments and Offices shall continue collection efforts.

The Finance department remits vendor payments on a regular schedule twice a month. Vendor payments are released by the County Clerk's office per the defined schedule. Emergency requests for payment are considered

on a case-by-case basis. All remittances will be mailed unless there is a business purpose requiring a department to obtain the check at which time a release form will need to be signed.

It is the intent of the County to comply with the modified accrual basis of accounting, in which revenues are recorded when they are both measurable and available. The County considers revenue to be available if they are collected within 60 days of the end of the current fiscal period for property taxes, 180 days of the end of the current fiscal period for certain health department and County reimbursable grants, and 90 days of the end of the current fiscal period for all other amounts.

## GRANTS

The purpose of this policy is to ensure that all grant-funded programs or projects are managed according to the terms set forth in the grant agreement, Winnebago County Grant Administration Policies and Procedures and other applicable County policies and procedures. To inform the County Board of the value of a new grant program, the Board must have full knowledge of the total cost and/or impact of the program and its funding sources. It is a requirement that departments administrating grants are familiar with the grant administration policies and procedures; in addition to individual grant requirements.

A grant is an amount of money that a government or other institution gives to an individual or to an organization for a particular purpose.

The following should be considered when applying for, accepting, and/or managing grant awards;

▼ The County Board's definition of a conflicting special condition is:

- A new grant is a grant awarded for a purpose that has not been previously supported by grant funding.
- Grant Award Agreement Federal/State/Local compliance requirements.
- If Indirect Costs are allowable, all new grant application budgets should include the County's 10% de minimis indirect cost rate. If not included, the explanation shall be included in the Grant Summary Worksheet.
- Departments who apply for grants that require a local match must find the local match within their budgets.
- Departments who apply for new grants must understand the special conditions associated with their funding and inform the County Board of the conditions in the Resolution, prior to approval. Upon Board acceptance and approval, the County Board Administration Staff will log each special condition into the Special Conditions System of Register.
- The County Board's definition of a conflicting special condition is any special condition of funding (outside of standard state/federal conditions) that may prohibit another department's ability to apply for funding.

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The intent of the Finance Committee is the budget must balance expenditures against available revenues and fund balance by fund.¶  
BUDGET PRESENTATION¶

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- Upon notification of a grant award (new or renewal), departments will submit to the respective Committee:
  - Executive Summary and Resolution,
  - Original Grant Award Agreement,
  - Winnebago County Grant Summary Worksheet,
  - And any relevant attachments to the respective Committee.

Upon Committee approval, departments will submit a budget amendment to the Chief Financial Officer to amend the respective budget. A 2/3rd vote of all members constituting the County Board is required to amend department budgets to reflect grant revenues and expenses (55 ILCS 5/6-1003).

- Grants will be controlled at the operating budget level based on the County's fiscal year.
- The grant budget will be periodically reviewed by the designated Grant Managers to ensure that the revenues and expenditures are consistent with the grant award's allowable costs.
- Designated Grant Managers will inform Finance Director of identified sub-award/sub-recipients.
- Grants will be reviewed quarterly, as needed, by the Grant Compliance Officer or Finance Director with the Department Head, Elected Official, or designated Grant Managers.

#### RISK MANAGEMENT

The County has an established program for unemployment, liability and workers compensation. To forecast expenditures, the County considers claims, retention levels, fixed costs, and fund reserves.

#### INVESTMENT POLICY

The County Treasurer is responsible for the investing of all Winnebago County funds (55 ILCS 5/3-11006). It is always prudent for any public unit to have an Investment Policy in place for the purpose of safeguarding funds, equitably distributing the investments, and maximizing income of the governmental unit. The following policy is adopted for the Winnebago County Treasurer's Office.

#### SCOPE OF INVESTMENT POLICY

This Investment Policy applies to the investment activities of all funds under the jurisdiction of the Winnebago County Treasurer. This Investment Policy will also apply to any new funds or temporary funds placed under the jurisdiction of the Winnebago County Treasurer. The Illinois Compiled Statutes will take precedence except where this policy is more restrictive, wherein this policy will take precedence.

#### OBJECTIVES

The purpose of this Investment Policy of the Winnebago County Treasurer is to establish cash management and investment guidelines for the stewardship of public funds under the jurisdiction of the Winnebago County Treasurer. The specific objectives of this investment policy will be as follows:

1. Safety of Principal.
2. Diversity of investment to avoid unreasonable risks.
3. The portfolio shall remain sufficiently liquid to meet all operating costs, which may be reasonably anticipated.

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4. The highest interest rate available will always be the objective of this policy, combined with safety of principal. The Winnebago County Treasurer will require full collateralization of any deposits.
5. In maintaining its investment portfolio, the Winnebago County Treasurer shall avoid any transaction that might impair public confidence in the Winnebago County Treasurer's Office.
6. The Winnebago County Treasurer will give consideration to the financial institutions positive community involvement when consideration is given to the financial institution to be used as a depository.
7. All funds will be invested for a period of one day or longer, depending on the requirement for the disbursement of funds.
8. All funds shall be deposited within two working days at prevailing rates or better, in accordance with Illinois Compiled Statutes.

#### RESPONSIBILITY

All investment of funds under the control of the Winnebago County Treasurer is the direct responsibility of the Winnebago County Treasurer. The Winnebago County Treasurer shall be responsible for all transactions and shall establish a system of controls of the activities of all subordinates who are directly involved in the assistance of such investment activities.

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#### PRUDENCE

The standard of prudence to be used by investment officials shall be the "prudent person," and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for any individual securities credit risk or market price changes, provided that deviations from expectation are reported in a timely fashion, and appropriate action is taken to control adverse developments.

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#### ACCOUNTING

All investment transactions shall be recorded by the Winnebago County Treasurer or the Winnebago County Treasurer's staff. A report will be generated, at least monthly, listing all active investments, including information regarding securities in portfolio by class or type, book value, interest earned and market value as of report date. This report will be made available to the Winnebago County Board and Winnebago County Treasurer.

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#### FINANCIAL INSTITUTIONS

The Winnebago County Treasurer will have the sole responsibility to select which financial institutions will be depositories for Winnebago County Treasurer funds. The Winnebago County Treasurer will take into consideration security, size, location, condition, service, fees and the community relations involvement of the financial institution when choosing a financial institution.

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At no time will the Winnebago County Treasurer investments exceed 65% of the financial institution's capital and surplus.

All financial institutions having any type of financial relationships: deposit investments, loans, etc., are required to provide a complete and current "Call Report," required by their appropriate regulatory authority each calendar quarter within 30 days of the "Call" request date.

#### INVESTMENT VEHICLES

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The Winnebago County Treasurer will use investments approved for governmental units as set forth in the most current issue of the Illinois Compiled Statutes.

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#### COLLATERAL

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In order to protect the funds of Winnebago County, it will be a standard practice of the Winnebago County Treasurer to require that all deposits in financial institutions be collateralized. Collateral shall be held under the name of Winnebago County. During the term of the deposit, at least 102% collateralization will be required whenever deposits exceed the insured limits of FDIC. The Winnebago County Treasurer will require a signed

Pledge Agreement between Winnebago County, the Financial Institution, and the Holding Company to be on file at all times.

102% of collateralization of the deposit will be required. Only the following collateral will be accepted:

- U.S. Government direct securities
- Obligations of Federal Instrumentalities
- Obligations of the State of Illinois
- Obligations of the County of Winnebago
- Obligations of municipalities located within the County of Winnebago, subject to acceptance by the Winnebago County Treasurer
- Acceptable Collateral as identified in the Illinois Compiled Statutes for use by the Treasurer of the State of Illinois

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the possible income to be derived.

The above standard is established as the standard for professional responsibility and shall be applied in the context of managing the Winnebago County Treasurer's portfolio, pursuant to the Public Funds Investment Act at 30 Illinois Compiled Statutes 235/2.5 and other provisions included in that Act, along with all other Statutes and Constitutional provisions regarding conflicts of interest and ethical considerations.

#### SECURITY CONTROLS

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Only the Winnebago County Treasurer is authorized to establish financial accounts for the office of Winnebago County Treasurer. At all times either the Winnebago County Treasurer, singly or signatories as designated by the Winnebago County Treasurer, should be authorized to sign on financial accounts of the office of the Winnebago County Treasurer.

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#### ADOPTION

This investment policy or similar policy has been in effect since January 1, 2022. Last revision March 12, 2022.

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**FISCAL YEAR 2024 BUDGET CALENDAR**

Budget Task	Date
Chief Financial Officer and Finance Department to review budget process, refine budget requirements, determine budget calendar and prepare preliminary budget guidelines	Feb 1 <sup>st</sup> to March 10 <sup>th</sup>
Finance Committee to review Budget Calendar	March 16 <sup>th</sup>
Finance Committee to approve 2024 Budget Policy & Guidelines	April 6 <sup>th</sup>
County Board to approve 2024 Budget Policy & Guidelines	April 13 <sup>th</sup>
Budget preparation materials are distributed to departments	May 3 <sup>rd</sup>
Initial forecast of Fiscal Years 2023 and 2024 with tax levy options to be presented to the Finance Committee	June 15 <sup>th</sup>
Departments to submit all budget documents to the Chief Financial Officer	June 16 <sup>th</sup>
Departments to submit Budget & Outcome Goals to the Chief Financial Officer	June 21 <sup>st</sup>
Chief Financial Officer and Administrator to review all preliminary budgets with Departments	June 22 <sup>nd</sup> – 30 <sup>th</sup>
Recommended budgets are provided to Department Heads/Elected Officials	July 7 <sup>th</sup>
<u>Finance Committee will review department budget presentations (if necessary)</u>	<u>July 20<sup>th</sup></u>
<u>Budget to be reviewed by Chairman, Administrator and Chief Financial Officer</u>	<u>July 25<sup>th</sup></u>
<u>County Administrator to present recommended budget to the Committee of the Whole</u>	<u>Aug 10<sup>th</sup></u>
<u>Finance Committee to make recommended budget changes (if necessary)</u>	<u>Aug 17<sup>th</sup></u>
<u>Truth in Taxation Hearing (we will schedule a date if needed)</u>	
<u>Department Heads and Elected Officials sign off sheet on budgets and capital requests due in the Finance Department</u>	<u>Aug 23<sup>rd</sup></u>
<u>Finance Committee to vote on County Budget Ordinance</u>	<u>Aug 31<sup>st</sup></u>
<u>County Board to place balanced Proposed Budget on public display</u>	<u>Sept 7<sup>th</sup></u>
<u>County Board to adopt the appropriation and tax levy ordinance/budget</u>	<u>Sept 28<sup>th</sup></u>

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# Resolution Executive Summary

**Prepared By:** David J. Rickert  
**Committee:** Finance Committee  
**Committee Date:** 4-6-2023  
**Resolution Title:** Resolution to Approve Payment of Stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools (Boone and Winnebago Counties)  
**County Code:** N\A  
**Board Meeting Date:** 4-13-2023

**Budget Information:**

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

**Background Information:** The County Board of the County of Winnebago, Illinois, desires to provide stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools (Boone and Winnebago Counties) in the total amounts of twenty-five thousand dollars (\$25,000.00) and fifteen thousand dollars (\$15,000.00), respectively. The Resolution shall be in full force and effect October 1<sup>st</sup>, 2023.

**Recommendation:** Administration supports this resolution  
**Contract/Agreement:** Not Applicable  
**Legal Review:** States Attorney's Office did review this proposal  
**Follow-Up:** Will be included in fiscal year 2024 budget

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

2023 CR \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

---

**RESOLUTION TO APPROVE PAYMENT OF STIPENDS TO THE REGIONAL  
SUPERINTENDENT AND ASSISTANT REGIONAL SUPERINTENDENT OF  
SCHOOLS (BOONE AND WINNEBAGO COUNTIES)**

---

**WHEREAS**, Section 3-2.5 of the School Code, [105 ILCS 5/3-2.5)] provides that “County boards may provide for additional compensation for the regional superintendent or the assistant regional superintendents, or for each of them, to be paid quarterly from the county treasury” (School Code); and

**WHEREAS**, both the Regional Superintendent and Assistant Superintendent (Boone and Winnebago Counties) have taken on additional duties and responsibilities within the Regional Office of Education (Boone and Winnebago Counties) and the Office shall have sufficient funding within its fiscal year 2024 budget for both stipends and future stipends shall be budgeted; and

**WHEREAS**, the stipends for the Regional Superintendent and Assistant Regional Superintendent of Schools shall be paid on a pro-rated quarterly basis; and

**WHEREAS**, the County Board of the County of Winnebago, Illinois, desires to provide the stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools (Boone and Winnebago Counties) in the total amounts of twenty-five thousand dollars (\$25,000.00) and fifteen thousand dollars (\$15,000.00), respectively.

**THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that it approves payment of the stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools (Boone and Winnebago Counties) in the total amounts of twenty-five thousand dollars (\$25,000.00) and fifteen thousand dollars (\$15,000.00) respectively, which shall be paid on a pro-rated quarterly basis, and any future stipends shall be budgeted.

**BE IT FURTHER RESOLVED**, that the Resolution shall be in full force and effect October 1<sup>st</sup>, 2023.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board shall prepare and deliver certified copies of this Resolution to the Winnebago County Finance Department and the Regional Superintendent of Schools (Boone and Winnebago Counties).



Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

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JOHN BUTITTA, CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JAIME SALGADO, VICE CHAIRMAN

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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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 \_\_\_\_\_ 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



March 10, 2023

Chairman Chiarelli,

Thank you, and the Winnebago County Board, for taking into consideration a stipend, to be paid, to the Regional Superintendent and Assistant Superintendent of Schools.

In consideration of this, I would ask the board to consider the following:

- Our Regional Office of Education is one of the largest in the state in relation to the amount of students we serve in our region (13 public school districts and over 50,000 students) with additional support to our non-public schools.
- We have one of the largest staffs in the state (nearing 100).
- We have the largest alternative school program in the state (serving 300+ at risk students).
- We have one of the largest teams in the state serving students that are truant (supporting over 700 students and families).
- We annually help secure bus driver permits for over 600 drivers
- We fingerprint approximately 1,700 school employees or support staff a year.
- We increased our professional development support to our community by over 10% from the previous year (over 2,500 participants) and we will serve more this year.
- We annually inspect 111 buildings for fire and health life safety code violations.
- We have provided building permits to over 50 projects totaling nearly \$120,000,000 in construction projects in FY 23.
- We lead a region wide Social Emotional Support initiative from the State Board of Education encompassing 7 Regional Offices of Education for Northwest Illinois.
- In addition, we offer more services and supports.

As a Regional Office we have not asked for an increase in our budget from the County Board in over 6 years. We have made cuts to personnel and become more efficient. To this end, in addition to the regular duties these two positions have in leading an organization and a staff our size, we have taken on the extra duties as technology support, Health Life Safety coordinator, compliance audits, permit applications, and director of the regional SEL work as described above.

The base pay for all regional superintendents of the state is paid by the Illinois State Board of Education (105 ILCS 5/3-2.5). The statute goes on to state at the end of subsection (a) that the Regional Superintendent's respective County Board may provide additional compensation. This is precisely what many County Boards have done for their Regional Superintendents.

As proposed to Mr. Thompson in our discussions over the last few years, this stipend can be paid with the current budget the County Board has allocated. There would be no need for extra funding or even a budget amendment.

I was asked to research a fair amount for the stipend and it ranged in a variety of amounts but the common amount was that many are paid a stipend similar to comparable positions within the County Government. In looking at the published salaries in the County, I believe what has been requested is fair.

Lastly, as presented in the resolution created by the States Attorney's office, the annual stipend would always be subject to available funds within the Board approved budget. This is a protection for the County Board to know our intention would not receive the stipend one year then ask for a large increase to sustain it in the future. Any additional funding for our budget would be tied to specific needs or staffing NOT connected with the roles and responsibilities we carry in our local office.

In summary I believe the County Board should support this for the following reasons:

- We are a leading Regional Office of Education providing some of the highest quality and quantity of support to our schools in the state,
- School Code clearly allows this as an option,
- We have provided a proposal with checks and balances in it to protect the County Budget in the future,
- And we can and will fund it with the already approved budget with no additions or amendments needed.

For further information on the work we provide, I have included a link to our annual report to help get a picture of the service we provide.

<https://roe4.org/images/advocate/2022-annual-report-boone-winnebago-roe4.pdf>

I thank you for your consideration.

Scott Bloomquist  
Regional Superintendent of Schools  
CC: Patrick Thompson



# Ordinance Executive Summary

**Prepared By:** Circuit Court – Thomas Jakeway

**Committee:** Finance

**Committee Date:** April 6, 2023

**Resolution Title:** Ordinance for Approval of Budget Amendment for Reimbursable Technology Expenditures

**County Code:** Winnebago County Purchasing Ordinance

**Board Meeting Date:** April 13, 2023

## Budget Information:

<b>Was item budgeted?</b> No	<b>Appropriation Amount:</b> \$167,295
<b>If not, explain funding source:</b> Pre-Approved State Reimbursement	
<b>ORG/OBJ/Project Code:</b> 32000-42290 Circuit Court\Other Departmental Supplies	
<b>Budget Impact:</b> Neutral	

## Background Information:

The Administrative Office of the Illinois Courts is administering a Court Technology Modernization Program for court technology needs. The Court and County were jointly awarded specified reimbursable expenses totaling \$167,295. Approved goods and services will support courtroom operations and court staff, inclusive of capital improvement wiring needs in all of the courtrooms.

**Recommendation:** Good/resources were selected in consultation with the Department of Information Technology and Winnebago County Facilities.

**Contract/Agreement:** See attached.

**Legal Review:** Not necessary

**Follow-Up:** Process necessary reimbursement paperwork.

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

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**ORDINANCE FOR APPROVAL OF BUDGET AMENDMENT FOR REIMBURSEABLE TECHNOLOGY**

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**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriations Ordinance” for the fiscal year ending September 30, 2023 at its September 29, 2022 Board Meeting;

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

**WHEREAS**, preapproved reimbursement funds from the Administrative Office of the Illinois Courts have been awarded to the Winnebago County Circuit Court for court technology expenses;

**NOW, THEREFORE, BE IT ORDAINED**, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003 (2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2023- Reimbursable Technology Expenditures**.

**BE IT FURTHER ORDAINED** that this Ordinance 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 Ordinance to the Office of the Chief Judge, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

\_\_\_\_\_  
JOHN BUTITTA, CHAIR

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIR

\_\_\_\_\_  
JAIME SALGADO, VICE CHAIR

\_\_\_\_\_  
JEAN CROSBY

\_\_\_\_\_  
JEAN CROSBY

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

\_\_\_\_\_  
JOHN F. SWEENEY

\_\_\_\_\_  
MICHAEL THOMPSON

\_\_\_\_\_  
MICHAEL THOMPSON

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois  
this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

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

2023  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:	3/6/2023	AMENDMENT NO: 2022-
DEPARTMENT:	Circuit Court	SUBMITTED BY: Thomas Jakeway
FUND#:	32000	DEPT. BUDGET NO.

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
32000	42290	Other Dept. Supplies	\$5,000	\$0	\$5,000	\$167,295	\$172,295
32000	32240	Revenue	\$76,000	\$0	\$72,000	\$167,295	\$239,295
TOTAL ADJUSTMENT:						\$0	\$0

Reason budget amendment is required:

The Administrative Office of the Illinois Courts is administering a Court Technology Modernization Program for court technology needs. Preapproved reimbursement funds from the Administrative Office of the Illinois Courts have been awarded to the Winnebago County Circuit Court for court technology expenses totaling \$167,295. Approved goods and services will support courtroom operations and court staff, inclusive of capital improvement wiring needs in all of the courtrooms.

N/A

Impact to fiscal year 2022 budget:

N/A

Revenue Source: AOIC State Reimbursement



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

**WINNEBAGO COUNTY PUBLIC DEFENDER  
WINNEBAGO COUNTY, IL**

**CONTRACT FOR**



DEFENDERbyKarpel® & HOSTEDbyKarpel®



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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and Winnebago County a political subdivision of the State of Illinois (hereinafter referred to as “Client”) is for the purposes of reviewing this proposal and to enter into this Agreement, together with the Master Terms and Conditions expressly incorporated herein, with respect to the license of Karpel Solutions’ copyrighted software program known as DEFENDERbyKarpel® (hereinafter referred to as “DbK”).

## 1. DEFINITIONS

1. “Confidential Information” means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. “Client Content” means all data, information, documents, and files Client uploads or inputs into DbK on the Service through the website, including, without limitation, Personally Identifiable Information.
3. “Enhancements” means any specific configurations or customizations to the Software, which Client may request, and Karpel Solutions agrees in writing to provide.
4. “Documentation” means any operating instructions, specifications and other documentation related to the operation, description and function of DbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
5. “Intellectual Property” (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights provided by applicable law.
6. “Hosted” or “Hosting” means the act of providing service and access to Client Content by the Internet.
7. “Personally Identifiable Information” (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of DbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.

8. "DbK" mean the DEFENDERbyKarpel® case management system and specifically the Client's licensed copy of DbK.
9. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of DbK through the Website.
10. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
11. "Software" means the Client's licensed copy of the DbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
12. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service.

## 2. SCOPE OF WORK

Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

<u>Deadline</u>		<u>Minimum Number of Days Out</u>
	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Workstation requirements are explained to agency project manager.	90
	Workstation assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites.	80
	4-hour remote pre-implementation meeting with project manager and System Administrator(s). PbK Overview. Project Team is selected including Karpel Staff and Customer System Administrator(s). (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview and enhancement definitions. PbK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted.	60
	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.	50
	Agency Document Templates are received. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated.	45
	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	40

	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	35
	The agency project manager will provide Karpel with any additional legacy documents.	35
	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum.	35
	Karpel will install the preliminary document templates and Event Entry Configuration. Application testing will begin. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin testing of all application interfaces.	30
	Complete installation and testing of all workstations by Karpel Solutions or local IT support.	14
	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy.	7
<b>TBD</b>	Final configuration of PbK is performed with all System Administrators. User training begins. Customer begins using PbK in a live state.	<b><u>Go Live</u></b>

(hereinafter referred to as “the Project Timeline”).

The above Go Live date will no longer be valid if Client fails to sign this contract within 30 days of receipt. Furthermore, the Project Timeline may be modified as mutually agreed upon by Client and Karpel Solutions.

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by DbK. However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

**3. OTHER WORK**

Any additional work requirements outside the scope of this Agreement must be presented in the form of a written change order and must be approved by Client prior to start of such work. No additional charges will be incurred without prior written approval from Client.

**4. GENERAL CLIENT RESPONSIBILITIES & OBLIGATIONS**

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:

- a. DbK application access using Karpel Solutions laptops and Client's network for training and application testing.
  - b. Installation of the Karpel Solutions remote support tool on all desktops accessing the DbK application. Failure of Client to provide access to enable support tool will render the Karpel Solutions support null and void.
3. Access to Client data and document templates (if applicable) that will be provided by Client if such data is to be converted and populated by Karpel Solutions into DbK.
  - a. Legacy data (*i.e.*, any data from Client's current system which is being replaced under this Agreement) must be provided to Karpel Solutions as soon as possible but not later than 120 days from the above go live date. Data provided after this date will not be converted unless mutually agreed otherwise.
  - b. Document templates must be provided to Karpel Solutions as soon as possible but no later than 90 days from the above go live date. Document templates provided after this date will not be converted unless mutually agreed otherwise.
4. An authorized contact person with decision making authority to assist in the definition of any project unknowns.
  - a. Appointed decision maker must be present during the following activities:
    - i. Project kickoff
    - ii. Establishment of timeline
    - iii. Interface definition meetings
    - iv. Document review signoff
    - v. Data conversion signoff
5. Sufficient time, if applicable, for all data reviews which will include a minimum of:
  - a. Verification and review of ten (10) cases per year of any legacy system(s) data during each review.
  - b. Client is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible and an additional fee for this work may be required for the work required to fix the issue.
6. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth in the Cost Sheet may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Service and Website. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.

7. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client’s own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, or re-publish for,, service bureau or hosting purposes any or all of the Software or Documentation; (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
  
8. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software and/or Website without notice and at any time if Karpel Solutions suspects or has reason to suspect a security or data breach, if suspension is necessary to protect Karpel Solutions’ rights, Client’s rights or the rights of a third party, if Client misuses the Software and/or Website, and/or if Client otherwise violates this Agreement. Karpel Solutions will provide note to client upon suspension of the Service and Website.

## 5. INVESTMENT SUMMARY

Karpel Solutions will perform its Services as set forth in this Agreement in exchange for payment as set forth below.

<b>Software Products/Licensing</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
DEFENDERbyKarpel	45	\$1,500	\$67,500
<b>Total Software</b>			<b>\$67,500</b>

<b>Installation Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
DEFENDERbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Data Preload	1	\$5,000	\$5,000
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	45	\$50	\$2,250
<b>Total Installation Services</b>			<b>\$8,250</b>

<b>Professional Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	12	\$150	1 resource \$1,800
Data Conversion: FullCase	1	\$25,000	\$25,000
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	8	\$300	2 resources \$2,400
Document Template Setup, Training and Conversion of Up To 100 Document Templates	1	\$2,500	\$2,500
<b>Total Professional Services</b>			<b>\$31,700</b>

<b>Training Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Onsite Training (days)	5	\$2,400	2 resources \$12,000
Post Go-Live Support and Training (remote days)	1	\$1,200	1 resource \$1,200
<b>Total Onsite Training Services</b>			<b>\$12,000</b>

<b>Customization Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Interface: None	0		\$0
<b>Total Customization Services</b>			<b>\$0</b>

**Estimated Travel Expenses** **\$5,400**

**Total One-Time Costs** **\$124,850**

<b>Annual Support Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
DEFENDERbyKarpel	45	\$450	\$20,250
Unlimited eDiscovery	1	\$5,625	\$5,625
Hosted Services (per user/year)	45	\$100	\$4,500
<b>Total Annual Support Services</b>			<b>\$30,375</b>

<b>Optional Items</b>	<b>Price</b>
JasperSoft Reporting Module	\$1,000
<i>JasperSoft Reporting Module Annual Support</i>	\$5,000
<i>JasperSoft Reporting Module Training (minimum)</i>	\$600
Custom Reports (per report)	\$1,000
Document Template Conversion After 100 Documents (per document)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$50
Additional Storage After Included 2TB (per terabyte, per year)	\$1,000
Additional Storage After Included 2TB (per 100 terabytes, per year)	\$32,000

This pricing is based upon the following terms and conditions:

1. Interfaces must conform to the appropriate DEFENDERbyKarpel® Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate DEFENDERbyKarpel IEPD (i.e., require a new schema to be designed or database modification), will require Karpel Solutions and Client review before approval of both design and potential additional development and maintenance costs.
2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase 2.

**PLEASE NOTE: THERE MAY BE ADDITIONAL COSTS FROM THE OTHER VENDOR(S), WHICH IS NOT INCLUDED WITHIN THE ABOVE PRICING FOR THIS CONTRACT, AND WHICH WILL BE BILLED SEPARATELY. CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.**

3. Interfaces not currently in production will be considered as “Phase 2” and implemented post-go live.
4. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate DbK. Such expenses are solely the Client’s responsibility.
5. Changes to the Project Timeline or project scope will impact other work of Karpel Solutions and will result in an increased financial burden to Karpel Solutions. As such, if a scheduled go-live date is rescheduled due to delays by the client or a client’s 3<sup>rd</sup> party vendor, a penalty of 10% of the total first year costs may be assessed by Karpel Solutions as compensation to Karpel Solutions for costs incurred and lost time, including, but not limited to, costs associated with booked travel and accommodations and time that will be lost on other client start dates as a result of Client’s change to the Project Timeline.
6. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.
7. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of DbK. If the Client’s storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to the Client’s bill at a flat rate of \$1,000 per 1TB, per year. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
8. Hosted eDiscovery services will be invoiced monthly at the rate of \$1 per submission to the hosted eDiscovery site if Client does not elect the unlimited annual fee option.
9. All travel costs are estimates and the Client is responsible for all the project’s actual travel expenses to include airfare, lodging, ground transportation, meals, and incidental expenses.
10. As with any project, all prices herein are subject to change as new information arises that will alter or impact the project or as workload for the project increases. Karpel Solutions will seek approval from Client if additional work becomes necessary to make requested changes during the project.
11. In the event Client or Karpel terminates this Agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions as compensation for work to be performed by Karpel Solutions in connection with the return of Client Content and Confidential Information.



## 5.1 Payment Terms

50% of Software User Licenses is due and must be paid upon execution of this Agreement by Client, with the remaining amount, including first year annual fees, due and payable within thirty (30) days of completion of implementation of the Service and initial training provided to Client by Karpel Solutions.

TERM. Annual Fees in the Agreement will begin upon Client's go live month and will be due each year thereafter, unless Karpel Solutions or Client terminates this Agreement before the renewal date. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one-year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions. Karpel Solutions will provide Client with at least ninety (90) days' notice of any pricing change prior to the renewal date.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

## 6. ANNUAL SUPPORT

### 6.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at the Client's discretion. The Client's license to use DbK is not dependent upon the Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and the Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the System and/or Software as they become available during the terms of the contract. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

#### 6.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all Software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

### 6.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

### 6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of Software errors and the implementation of all DbK program changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed, support will be delayed and the service level agreement (severity levels) will no longer be applicable.

### 6.1.4 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

*The severity\* of the issue/support problem shall determine the average problem resolution response time as follows:*

*\*If the remote support tool is not installed or available, all issues will fall into the general assistance and the severity levels are no longer applicable.*

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use DbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical Software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. DbK may operate but are severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the Client.

Severity Level 3 shall be defined as a minor problem that exists with DbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software, unless otherwise authorized in writing by the Client.

General Assistance: For general Software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

## **6.2 SERVICE LEVEL COMMITMENT**

UPTIME: Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance including, but not limited to, outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Service, Software, Client Content and

Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

## **7. OWNERSHIP OF INTELLECTUAL PROPERTY**

**KARPEL SOLUTIONS OWNERSHIP:** Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service, and related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software on the terms and conditions set forth in Section 8 below.

**CLIENT OWNERSHIP:** Client retains all rights, title, and interest in and to the Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

## **8. LICENSE TERMS AND USE**

The Software, DbK, is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use DbK solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the Software. A separate license of DbK is required for each authorized user or employee. Each license of DbK may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined). The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that in the event of such breach by Client, Karpel Solutions shall be entitled to and Client must pay to Karpel Solutions the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training associated with each violation, in addition to any attorneys' fees and costs incurred by Karpel Solutions with respect to the same
3. This license does not transfer any rights to Software source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.

4. DbK and its Documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the Software or its Documentation, in whole or in part, except as expressly provided herein. Karpel Solutions retains all rights in any copy, derivative or modification to the Software or its Documentation no matter by whom made. DbK is licensed for single installations of one full time employee or two part-time employees as defined in Section 8.2 above. A separate license is required for each installation of DbK. Client shall not provide or disclose or otherwise make available DbK or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.
5. DbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software shall be considered exempt from disclosure. DbK is "commercial computer software" subject to limited utilization "Restricted Rights." DbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors. In the event that a third party seeks to compel disclosure and/or production of the Software, the Documentation, and/or the Website by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.
6. Public Agency Participation: Other public agencies may utilize the terms and conditions established by this Contract. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Client is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Vendor. Client does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

## 9. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth in Section 9.5 below.

2. INTERNET: Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Client agrees that Karpel Solutions is not liable for and agreed to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. SYSTEM REQUIREMENTS: Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Services, or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.
4. WARRANTY LIMITATION: The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software, Documentation, Website, or Services by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software, Documentation, Website, or Services in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software, Documentation, Website, or Services, (iv) misuse of the Software, Documentation, Website, or Services by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software, Documentation, Website, or Services not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
5. DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPel SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.
6. EXCLUSIVE REMEDIES: If the Software, Documentation, Website, or Services provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions' sole obligation shall be to correct or modify the Software, Documentation, Website or Services, at no additional charge to Client. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming Services, even if such remedy fails of its essential purpose. In that event, Client may also elect to terminate this Agreement as set forth in Section 12 of this Agreement.

## 10. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO THE CLIENT SHALL BE LIMITED TO: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS.**

## 11. INDEMNIFICATION

CLIENT'S INDEMNIFICATION: Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, relating to the use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content as permitted by this Agreement that allegedly infringes upon or violates any third party Intellectual Property rights, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that allegedly violates privacy rights or other rights with respect to Personally Identifiable Information of a third party.

KARPEL SOLUTIONS' INDEMNIFICATION: Karpel Solutions will indemnify, defend, and hold harmless the Client from and against any claim or suit brought against Client alleging that the Software directly infringes upon or violates any valid U.S. Intellectual Property rights. Karpel Solutions shall have the right to select counsel for purposes of its defense obligations hereunder and will at all times have the right to control the defense of such claim or suit. Karpel Solutions will not be liable for any cost or expense incurred by Client in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent. Client agrees to cooperate with Karpel Solutions and to provide such assistance as may be requested by Karpel Solutions in connection with the defense of such claim or suit.

Notwithstanding the foregoing, Karpel Solutions shall not be obligated to defend or indemnify Client if the infringement claim is based solely or in part upon or arises out of: (i) any modification of or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or this Agreement, or (vi) use of the Software in a manner for which it was neither designed nor contemplated.

In no event shall Karpel Solutions' total liability and obligation under this Section exceed the total fees Client has paid to Karpel Solutions under this Agreement in the twelve (12) month period prior to the assertion or filing of such claim against Client. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property rights or with respect to the Software.

NOTIFICATION OBLIGATIONS OF INDEMNIFIED PARTIES: The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party in the event that the proposed settlement or disposal would materially adversely impact the indemnified party.

## **12. TERMINATION**

TERMINATION: Client may terminate this Agreement upon thirty (30) days' notice to Karpel Solutions of Client's intent to terminate in the event that Karpel Solutions has failed to perform under or materially breaches this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If at the end of such thirty (30) day period, Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days' written notice for any reason. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER EXPIRATION OR TERMINATION: Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement.



### 13. GENERAL PROVISIONS

NOTICES: Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions  
c/o Jeffery L. Karpel, CEO  
9717 Landmark Parkway, Suite 200  
St. Louis, MO 63127  
(314) 892-6300  
[karpel@karpel.com](mailto:karpel@karpel.com)

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and forum *non conveniens* in such court(s). If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement, together with the Master Terms and Conditions attached hereto and incorporated herein and all other attachments, constitutes the entire agreement between the parties, superseding all prior written and oral agreements. The parties hereto agree that this Agreement may not be modified, altered, or changed except by a written agreement signed by the parties hereto. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

**Winnebago County, IL**

**Karpel Solutions**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Initials \_\_\_\_\_

**Mailing Contact:**

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Billing Contact:**

\_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Billing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tax Exempt? No  Yes  ***If yes, please attach copy of tax exempt certificate***

**Agency Project Manager Contact:**

\_\_\_\_\_

Phone Number: \_\_\_\_\_

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

**Project IT Contact:**

\_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Initials \_\_\_\_\_

## 14. MASTER TERMS AND CONDITIONS

### KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"), MASTER TERMS AND CONDITIONS

#### GENERAL TERMS

1. ACCEPTANCE TERM. The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. MODIFICATION AND WAIVER. Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
3. ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Karpel Solutions, Client, and Karpel Solutions' successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time and the Client's consent to such assignment or transfer is not needed.
4. FORCE MAJEURE. Neither party shall be deemed in default of this Agreement, to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
5. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the other party's prior written approval.
6. SOFTWARE ANOMALIES. New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions' Services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' Services at the rate stated in the Agreement whether or not a successful solution is achieved.

7. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of DbK and license of DbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of DbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of DbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Absent extenuating circumstances or circumstances which lead Karpel Solutions to believe that there has been unauthorized use, reproduction, distribution or other exploitation of DbK by Client or Client's agents, Karpel Solutions will not conduct an audit more than once per year.
8. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for the loss of data in DbK or security breaches that result in the unauthorized dissemination of data contained in DbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
9. **MATERIALS.** Client Agrees to pay Karpel Solutions for materials purchased for the Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out of town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare provided these costs are discussed and approved in advance by Client. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.
10. **COPYRIGHT.** Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.
10. **INTERNET AND NETWORK.** Karpel Solutions makes DbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to DbK. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of DbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
11. **PASSWORD PROTECTION.** Access to DbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to DbK. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of DbK. Only the number of authorized users may access the Service and Website. Client must inform their

users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access DbK. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any unauthorized access to DbK and data or information contained therein, including without limitation, access caused by Client's failure to protect the login and password information of users.

12. **SYSTEM REQUIREMENTS.** Karpel Solutions provides DbK based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any failure of DbK based upon Client's failure to comply with the system requirements of Karpel Solutions.
13. **THIRD PARTY SOFTWARE.** Karpel Solutions makes no warranties, express or implied, as to any third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
14. **LIMITED ENGAGEMENT.** Karpel Solutions makes no warranties, express or implied, as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by the Client.

#### **NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES**

Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising and training Karpel Solutions' employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services for others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years thereafter, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by the Company at the time of the solicitation, attempted solicitation, and/or hire.

#### **CONFIDENTIALITY**

1. **CONFIDENTIALITY.** Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with DbK may be confidential Personally Identifiable Information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client Agreements that Karpel Solutions is not liable and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.

3. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.
4. **SIMILAR PROGRAMS AND MATERIALS.** Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of Services provided to Client.
5. **INJUNCTIVE RELIEF.** The parties acknowledge that any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have available to it.

#### **MARKETING**

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.
2. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

#### **MISCELLANEOUS**

1. **ELECTRONIC DOCUMENTS.** To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to, facsimile documents and email. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. **SEVERABILITY.** If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

**WINNEBAGO COUNTY STATE'S ATTORNEY  
WINNEBAGO COUNTY, ILLINOIS**

**CONTRACT FOR**



PROSECUTORbyKarpel® & HOSTEDbyKarpel®



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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and 41<sup>st</sup> Judicial Circuit District Attorney, Alabma (hereinafter referred to as “Client”) is for the purposes of reviewing this proposal and to enter into this Agreement, together with the Master Terms and Conditions expressly incorporated herein, with respect to the license of Karpel Solutions’ copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as “PbK”).

## 1. DEFINITIONS

1. “Confidential Information” means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. “Client Content” means all data, information, documents, and files Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
3. “Enhancements” means any specific configurations or customizations to the Software, which Client may request, and Karpel Solutions agrees in writing to provide.
4. “Documentation” means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
5. “Intellectual Property” (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights provided by applicable law.
6. “Hosted” or “Hosting” means the act of providing service and access to Client Content by the Internet.

7. "Personally Identifiable Information" (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.
8. "PbK" mean the PROSECUTORbyKarpel® case management system and specifically the Client's licensed copy of PbK.
9. "DbK" mean the DEFENDERbyKarpel® case management system and specifically the Client's licensed copy of PbK.
10. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of PbK through the Website.
11. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
12. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
13. "Website" means the content and functionality currently located at the domain [www.hostedbykarpel.com](http://www.hostedbykarpel.com) on the internet, or any successor or related domain that provides access to the Software and Service.

## 2. SCOPE OF WORK

Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

		<b><u>Minimum Number of Days Out</u></b>
	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Workstation requirements are explained to agency project manager.	90
	Workstation assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites.	80

	4-hour remote pre-implementation meeting with project manager and System Administrator(s). PbK Overview. Project Team is selected including Karpel Staff and Customer System Administrator(s). (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview and enhancement definitions. PbK Pre-load configuration is explained, and initial Document Templates are received. Workflow pre-configuration is conducted.	60
	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.	50
	Agency Document Templates are received. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated.	45
	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	40
	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	35
	The agency project manager will provide Karpel with any additional legacy documents.	35
	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum.	35
	Karpel will install the preliminary document templates and Event Entry Configuration. Application testing will begin. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin testing of all application interfaces.	30
	Complete installation and testing of all workstations by Karpel Solutions or local IT support.	14
	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy.	7
	Final configuration of PbK is performed with all System Administrators. User training begins. Customer begins using PbK in a live state.	<b><u>Go Live</u></b>

(hereinafter referred to as “the Project Timeline”).

The above Go Live date will no longer be valid if Client fails to sign this contract within 30 days of receipt. Furthermore, the Project Timeline may be modified as mutually agreed upon by Client and Karpel Solutions.

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK. However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

### 3. OTHER WORK

Any additional work requirements outside the scope of this Agreement must be presented in the form of a written change order and must be approved by Client prior to start of such work. No additional charges will be incurred without prior written approval from Client.

### 4. GENERAL CLIENT RESPONSIBILITIES & OBLIGATIONS

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
  - a. PbK application access using Karpel Solutions laptops and Client's network for training and application testing.
  - b. Installation of the Karpel Solutions remote support tool on all desktops accessing the PbK application. Failure of Client to provide access to enable support tool will render the Karpel Solutions support null and void.
3. Access to Client data and document templates (if applicable) will be provided by Client if such data is to be converted and populated by Karpel Solutions into PbK.
  - a. Legacy data source(s) (*i.e.*, any data from Client's current system which is being replaced under this Agreement) must be provided to Karpel Solutions as soon as possible but not later than 120 days from the above go live date. Additional data sources provided after this date will not be converted unless mutually agreed otherwise.
  - b. Document templates must be provided to Karpel Solutions as soon as possible but no later than 90 days from the above go live date. Document templates provided after this date will not be converted unless mutually agreed otherwise.
4. An authorized attorney with decision making authority to assist in the definition of any project unknowns.
  - a. Appointed decision maker must be present during the following activities:
    - i. Project kickoff
    - ii. Establishment of timeline
    - iii. Interface definition meetings
    - iv. Workflow meetings
    - v. Change language review and approval
    - vi. Document template review and signoff
    - vii. Data conversion signoff

5. Sufficient time, if applicable, for all data reviews which will include a minimum of:
  - a. Verification and review of ten (10) cases per year per department of any legacy system(s) data during each review.
  - b. Client is responsible for validating their data and codes tables during the project. Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible and an additional fee for this work may be required for the work required to fix the issue.
6. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth in the Cost Sheet may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Service and Website. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless for any unauthorized access to the Service and Website, including without limitation access caused by data destruction and/or failure to protect the login and password information of users.
7. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, or re-publish for,, service bureau or hosting purposes any or all of the Software or Documentation; (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
8. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software and/or Website without notice and at any time if Karpel Solutions suspects or has reason to suspect a security or data breach, if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party, if Client misuses the Software and/or Website, and/or if Client otherwise violates this Agreement. Karpel Solutions will provide note to client upon suspension of the Service and Website.

## **5. INVESTMENT SUMMARY**

Karpel Solutions will perform its Services as set forth in this Agreement in exchange for payment as set forth below.

<b>Software Products/Licensing</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
PROSECUTORbyKarpel	87	\$2,250	\$195,750
External Agency Portal	1	\$30,000	\$30,000
<b>Total Software</b>			<b>\$225,750</b>

<b>Installation Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Data Preload	1	\$10,000	\$10,000
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	87	\$50	\$4,350
<b>Total Installation Services</b>			<b>\$15,350</b>

<b>Professional Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Project Management		No Additional Cost	
Pre-Implementation Services (on-site/days)	2	\$2,400	2 resources \$4,800
Data Conversion: FullCase	1	\$50,000	\$50,000
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	2	\$2,400	2 resources \$4,800
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500	\$2,500
<b>Total Professional Services</b>			<b>\$62,100</b>

<b>Training Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Pre-Go-Live Review and Training (onsite/days)	3	\$2,400	2 resources \$7,200
Go-Live Training (onsite/days)	5	\$3,600	3 resources \$18,000
Post Go-Live Support and Training (remote/days)	1	\$1,200	1 resource \$1,200
<b>Total Training Services</b>			<b>\$26,400</b>

<b>Customization Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
Interface: Illinois Court Events (FullCourt)	1	\$15,000	\$15,000
<b>Total Customization Services</b>			<b>\$15,000</b>

**Estimated Travel Expenses** **\$16,300**

<b>Total One-Time Costs</b>			<b>\$360,900</b>
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<b>Annual Support Services</b>	<b>Qty.</b>	<b>Price</b>	<b>Total</b>
PROSECUTORbyKarpel	87	\$450	\$39,150
External Agency Portal	1	\$6,000	\$6,000
Hosted Services (per user/year)	87	\$100	\$8,700
Unlimited eDiscovery	1	\$10,875	\$10,875

Interface: IL Court Interface	1	\$3,000	\$3,000
<b>Total Annual Support Services</b>			<b>\$67,725</b>

<b>Optional Items</b>	<b>Price</b>
JasperSoft Reporting Module	\$2,000
<i>JasperSoft Reporting Module Annual Support</i>	\$10,000
<i>JasperSoft Reporting Module Training (minimum)</i>	\$600
Custom Reports (per report)	\$1,000
Document Template Conversion After 100 Documents (per document)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$50
Additional Storage After Included 2TB (per terabyte, per year)	\$1,000
Additional Storage After Included 2TB (per 100 terabytes, per year)	\$32,000

This pricing is based upon the following terms and conditions:

1. Interfaces must conform to the appropriate Karpel Solutions Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate PROSECUTORbyKarpel IEPD (i.e., require a new schema to be designed or database modification), will require Karpel Solutions and Client review before approval of both design and potential additional development and maintenance costs.
2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase 2.

**PLEASE NOTE: THERE MAY BE ADDITIONAL COSTS FROM THE OTHER VENDOR(S), WHICH IS NOT INCLUDED WITHIN THE ABOVE PRICING FOR THIS CONTRACT, AND WHICH WILL BE BILLED SEPARATELY. CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.**

3. Interfaces not currently in production will be considered as "Phase 2" and implemented post-go live.
4. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate PbK. Such expenses are solely the Client's responsibility.
5. Changes to the Project Timeline or project scope will impact other work of Karpel Solutions and will result in an increased financial burden to Karpel Solutions. As such, if a scheduled go-live date is rescheduled due to delays by the client or a client's 3<sup>rd</sup> party vendor, a penalty of 10% of the total first year costs may be assessed by Karpel Solutions as compensation to Karpel Solutions for costs incurred and lost time, including, but not limited to, costs associated with booked travel and accommodations and time that will be lost on other client start dates as a result of Client's change to the Project Timeline.



6. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.
7. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of PbK. If the Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to the Client's bill at a flat rate of \$1,000 per 1TB, per year. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
8. Hosted eDiscovery services will be invoiced monthly at the rate of \$1 per submission to the hosted eDiscovery site if Client does not elect the unlimited annual fee option.
9. Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To enroll in and activate this additional service, the *Memorandum Of Understanding at Appendix A* must be separately signed by the Client.
10. All travel costs are estimates and the Client is responsible for all the project's actual travel expenses to include airfare, lodging, ground transportation, meals, and incidental expenses.
11. As with any project, all prices herein are subject to change as new information arises that will alter or impact the project or as workload for the project increases. Karpel Solutions will seek approval from Client if additional work becomes necessary to make requested changes during the project.
12. In the event Client or Karpel terminates this Agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions as compensation for work to be performed by Karpel Solutions in connection with the return of Client Content and Confidential Information. All fees incurred up to point of termination are also due in full.

## 5.1 Payment Terms

50% of Software User Licenses is due and must be paid upon execution of this Agreement by Client, with the remaining amount, including first year annual fees, due and payable within thirty (30) days of completion of implementation of the Service and initial training provided to Client by Karpel Solutions.

TERM. Annual Fees in the Agreement will begin upon Client's go live month and will be due each year thereafter, unless Karpel Solutions or Client terminates this Agreement before the renewal date. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one-year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions. Karpel Solutions will provide Client with at least ninety (90) days' notice of any pricing change prior to the renewal date.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

## **6. ANNUAL SUPPORT**

### **6.1 TECHNICAL SUPPORT FEES**

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and the Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the System and/or Software as they become available during the terms of the contract. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

#### **6.1.1 SUPPORT PROVIDED**

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all Software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

#### **6.1.2 HOURS OF OPERATION**

Karpel Solutions will provide technical support Monday through Friday between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

#### **6.1.3 INCLUDED SUPPORT**

Support services include the detection and correction of Software errors and the implementation of all PbK program changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed, support will be delayed and the service level agreement (severity levels) will no longer be applicable.

#### 6.1.4 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

*The severity\* of the issue/support problem shall determine the average problem resolution response time as follows:*

*\*If the remote support tool is not installed or available, support will not be provided..*

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use the system, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical Software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. Karpel Solution's may operate but are severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the Client.

Severity Level 3 shall be defined as a minor problem that exists with Karpel Solution's but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software, unless otherwise authorized in writing by the Client.

General Assistance: For general Software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

#### 6.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance including, but not limited to, routine, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that scheduled maintenance may affect availability of the Service, Website, and/or Software. If scheduled maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

## **7. OWNERSHIP OF INTELLECTUAL PROPERTY**

**KARPEL SOLUTIONS OWNERSHIP**: Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service, and related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software on the terms and conditions set forth in Section 8 below.

**CLIENT OWNERSHIP**: Client retains all rights, title, and interest in and to the Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

## 8. LICENSE TERMS AND USE

The Software, is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use Karpel Solutions solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sublicense any rights under this Agreement to any party without Karpel Solution's prior written consent. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the Software. A separate license is required for each authorized user or employee. Each license may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined). The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that in the event of such breach by Client, Karpel Solutions shall be entitled to and Client must pay to Karpel Solutions the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training associated with each violation, in addition to any attorneys' fees and costs incurred by Karpel Solutions with respect to the same
3. This license does not transfer any rights to Software source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.
4. Karpel Solutions and its Documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the Software or its Documentation, in whole or in part, except as expressly provided herein. Karpel Solutions retains all rights in any copy, derivative or modification to the Software or its Documentation no matter by whom made. Karpel Solutions is licensed for single installations of one full time employee or two part-time employees as defined in Section 8.2 above. A separate license is required for each installation of Karpel Solutions. Client shall not provide or disclose or otherwise make available the application or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.
5. Karpel Solutions was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software shall be considered exempt from disclosure. Karpel Solutions is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors. In the event that a third party seeks to compel disclosure and/or production of the Software, the Documentation, and/or the Website by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to

prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.

6. **Public Agency Participation:** Other public agencies may utilize the terms and conditions established by this Contract. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Client is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Vendor. Client does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

## 9. **WARRANTY**

1. **LIMITED WARRANTY:** Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth in Section 9.5 below.
2. **INTERNET:** Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Client agrees that Karpel Solutions is not liable for and agreed to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. **SYSTEM REQUIREMENTS:** Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Services, or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.
4. **WARRANTY LIMITATION:** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the

Software, Documentation, Website, or Services by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software, Documentation, Website, or Services in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software, Documentation, Website, or Services, (iv) misuse of the Software, Documentation, Website, or Services by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software, Documentation, Website, or Services not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.

5. **DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.**
6. **EXCLUSIVE REMEDIES: If the Software, Documentation, Website, or Services provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions' sole obligation shall be to correct or modify the Software, Documentation, Website or Services, at no additional charge to Client. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming Services, even if such remedy fails of its essential purpose. In that event, Client may also elect to terminate this Agreement as set forth in Section 12 of this Agreement.**

## **10. LIMITATION OF LIABILITY**

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO THE CLIENT SHALL BE LIMITED TO: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS.**

## 11. INDEMNIFICATION

**CLIENT'S INDEMNIFICATION:** Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, relating to the use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content as permitted by this Agreement that allegedly infringes upon or violates any third party Intellectual Property rights, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that allegedly violates privacy rights or other rights with respect to Personally Identifiable Information of a third party.

**KARPEL SOLUTIONS' INDEMNIFICATION:** Karpel Solutions will indemnify, defend, and hold harmless the Client from and against any claim or suit brought against Client alleging that the Software directly infringes upon or violates any valid U.S. Intellectual Property rights. Karpel Solutions shall have the right to select counsel for purposes of its defense obligations hereunder and will at all times have the right to control the defense of such claim or suit. Karpel Solutions will not be liable for any cost or expense incurred by Client in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent. Client agrees to cooperate with Karpel Solutions and to provide such assistance as may be requested by Karpel Solutions in connection with the defense of such claim or suit.

Notwithstanding the foregoing, Karpel Solutions shall not be obligated to defend or indemnify Client if the infringement claim is based solely or in part upon or arises out of: (i) any modification of or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or this Agreement, or (vi) use of the Software in a manner for which it was neither designed nor contemplated.

In no event shall Karpel Solutions' total liability and obligation under this Section exceed the total fees Client has paid to Karpel Solutions under this Agreement in the twelve (12) month period prior to the assertion or filing of such claim against Client. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property rights or with respect to the Software.

**NOTIFICATION OBLIGATIONS OF INDEMNIFIED PARTIES:** The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party in the event that the proposed settlement or disposal would materially adversely impact the indemnified party.



## 12. TERMINATION

TERMINATION: Client may terminate this Agreement upon thirty (30) days' notice to Karpel Solutions of Client's intent to terminate in the event that Karpel Solutions has failed to perform under or materially breaches this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If at the end of such thirty (30) day period, Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days' written notice for any reason. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER EXPIRATION OR TERMINATION: Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement.

### 13. GENERAL PROVISIONS

NOTICES: Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions  
c/o Jeffery L. Karpel, CEO  
9717 Landmark Parkway, Suite 200  
St. Louis, MO 63127  
(314) 892-6300  
[karpel@karpel.com](mailto:karpel@karpel.com)

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and forum *non conveniens* in such court(s). If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement, together with the Master Terms and Conditions attached hereto and incorporated herein and all other attachments, constitutes the entire agreement between the parties, superseding all prior written and oral agreements. The parties hereto agree that this Agreement may not be modified, altered, or changed except by a written agreement signed by the parties hereto. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

**Winnebago County, IL**

**Karpel Solutions**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Initials \_\_\_\_\_

**Mailing Contact:**

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Billing Contact:**

\_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Billing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tax Exempt? No  Yes  ***If yes, please attach copy of tax exempt certificate***

**Agency Project Manager Contact:**

\_\_\_\_\_

Phone Number: \_\_\_\_\_

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

**Project IT Contact:**

\_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Initials \_\_\_\_\_

## 14. MASTER TERMS AND CONDITIONS

### KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"), MASTER TERMS AND CONDITIONS

#### GENERAL TERMS

1. ACCEPTANCE TERM. The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. MODIFICATION AND WAIVER. Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
3. ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Karpel Solutions, Client, and Karpel Solutions' successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time and the Client's consent to such assignment or transfer is not needed.
4. FORCE MAJEURE. Neither party shall be deemed in default of this Agreement, to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
5. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the other party's prior written approval.
6. SOFTWARE ANOMALIES. New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions' Services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' Services at the rate stated in the Agreement whether or not a successful solution is achieved.

7. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use and license of the software at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of Karpel Solutions. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the software, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Absent extenuating circumstances or circumstances which lead Karpel Solutions to believe that there has been unauthorized use, reproduction, distribution or other exploitation of Karpel Solutions by Client or Client's agents, Karpel Solutions will not conduct an audit more than once per year.
8. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for the loss of data in the software or security breaches that result in the unauthorized dissemination of data contained in Karpel Solutions that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
9. **MATERIALS.** Client Agrees to pay Karpel Solutions for materials purchased for the Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out of town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare provided these costs are discussed and approved in advance by Client. Billing for services rendered on-site on an as needed basis will include portal-to-portal (travel) time.
10. **COPYRIGHT.** Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.
10. **INTERNET AND NETWORK.** Karpel Solutions makes the software available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to Karpel Solutions. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of Karpel Solutions attributable to problems with the Internet or the configuration of Client's computer systems or network.
11. **PASSWORD PROTECTION.** Access to Karpel Solutions is password-protected. Karpel Solutions provides multiple authentication alternatives for access to Karpel Solutions. **KARPEL SOLUTIONS STRONGLY**

ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of Karpel Solutions. Only the number of authorized users may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access Karpel Solutions. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any unauthorized access to Karpel Solutions and data or information contained therein, including without limitation, access caused by Client's failure to protect the login and password information of users.

12. SYSTEM REQUIREMENTS. Karpel Solutions provides Karpel Solutions based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any failure of Karpel Solutions based upon Client's failure to comply with the system requirements of Karpel Solutions.
13. THIRD PARTY SOFTWARE. Karpel Solutions makes no warranties, express or implied, as to any third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
14. LIMITED ENGAGEMENT. Karpel Solutions makes no warranties, express or implied, as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by the Client.

#### **NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES**

Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising and training Karpel Solutions' employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services for others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years thereafter, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by the Company at the time of the solicitation, attempted solicitation, and/or hire.

#### **CONFIDENTIALITY**

1. CONFIDENTIALITY. Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with PbK may be confidential Personally Identifiable Information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally

Identifiable Information of third parties. Client Agreements that Karpel Solutions is not liable and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.

3. DISCLOSURE REQUIRED BY LAW. In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.
4. SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of Services provided to Client.
5. INJUNCTIVE RELIEF. The parties acknowledge that any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have available to it.

#### **MARKETING**

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.
2. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

#### **MISCELLANEOUS**

1. ELECTRONIC DOCUMENTS. To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to, facsimile documents and email. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.



## **Appendix A**

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN 41<sup>ST</sup> JUDICIAL CIRCUIT DISTRICT ATTORNEY AND KARPEL SOLUTIONS**  
**FOR PARTICIPATION IN STATEWIDE DATA SHARING**  
**FOR PROSECUTORBYKARPEL®**

### **Parties:**

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.
2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

### **Authority**

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

### **Definitions**

**Confidential Information** - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information

for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

**Contributing Party** - A Prosecuting Attorney's Office that is a party to this MOU.

**Criminal Justice Information** - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel and securely cached on HOSTEDbyKarpel for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.

**HOSTEDbyKarpel** - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

**Information** - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

**Personally Identifiable Information** - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include, but is not limited to, date of birth, social security numbers, addresses, and alias names.

**PROSECUTORbyKarpel** - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

**Statewide Search** - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

### Purpose

The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice.

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.
2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.
3. Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.
4. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

#### **Ownership, Entry and Maintenance of Information**

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.

2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.
3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Karpel Solutions on HOSTEDbyKarpel.
4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable, information is not alterable or changeable in the Statewide Search database in any way by any other Contributing Party.
5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.
6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent authorized by law, including the Freedom of Information Act, 5.U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.

### Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.
2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.
3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.
4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.
5. Each Contributing Party is responsible for providing its own Internet connectivity to use Statewide Search.
6. Karpel Solutions is responsible for securely caching Information for use by the Statewide Search function. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.
7. Karpel Solutions is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Karpel Solutions accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.

8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies and procedures applicable to the Contributing Party.
9. All Contributing Parties agree that any information that is accessed through Statewide Search may only be disseminated in the furtherance of a legitimate law enforcement investigation or criminal prosecution.
10. All Contributing Parties agree that Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

#### **Effective Date, Duration, Modification and Termination**

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective as to each such party when an authorized representative of the party signs it.
2. This MOU shall remain in full force and effect for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.
3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions and the Contributing Parties may modify, address, and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU without obtaining the consent of all Contributing Parties provided that such does not conflict with this MOU.
4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if the Contributing Party is not in compliance with the terms of this MOU.
5. Upon termination of this MOU, Karpel Solutions agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

**SO AGREED**, the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

**Winnebago County, IL**

**Karpel Solutions**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Initials \_\_\_\_\_

## Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.

Bogus, Charles Robert Jr.    Gang Member, Violent Criminal, Sex Offender, Strike 3

<input type="checkbox"/> Entity	Bogus, Charles Robert Jr.	Name	09-18-1968	DOB	50	Age	Place of Birth	919-99-9999	SSN			
<input type="checkbox"/> Int.	999 Losing His Way	Address 1	White	Race	Male	Sex	6'02	Height	195	Weight	81818	Local ID
<a href="#">Brady List</a>		Address 2	Black	Hair	Brown	Eye	(555)555-5555	Phone	53245243	State ID		
<a href="#">Unavailable</a>	Saint Louis	City	MO	State	63101	Zip	State-License#	CA 19191818238	LiCo/Class/Exp	665544333	Federal ID	
Police	Walmart	Employer	WRD-Ward of the Court 07-15-2015			Defendant Status						

Deceased  
Statewide  
CLEAR

<a href="#">Person Type</a>	<a href="#">Contact Info</a>	<a href="#">Address Hist</a>
<a href="#">User Fields</a>	<a href="#">Alias</a>	<a href="#">Notes</a>
<a href="#">Authorized</a>	<a href="#">Relations</a>	<a href="#">Schools</a>
<a href="#">Marks/Tattoos</a>	<a href="#">Gangs</a>	<a href="#">Criminal Hist</a>

Defendant	Witness	CoDefendant	Documents	Subscriptions	Finance	Civil		
Merced	03-01-2012	MSO 2014-05555	<a href="#">047-450671</a>	CR-0032445	PC459 - First Degree Burglary, Person Presen...	F	PROBATION	INVEST
Merced	03-01-2012	MSO 2014-05598	<a href="#">047-450424</a>	CR-556677-1	PC459 - First Degree Burglary, Person Presen...	F	OPEN	JURYTR
Merced	03-01-2012	MSO 2012-05511	<a href="#">047-449923</a>	AP-654654	PC664/PC220(a)(2) - Assault With Intent To C...	F	CLOSED	FILED
Merced	09-27-2011	MSO 11-9199999	<a href="#">047-428330</a>	CR-35214	HS11104(a) - Sale, Transfer And Furnishing A...	F	CLOSED	DISP

**Party Search Results**

Name	Address	City, State	Race	Sex	Birth Year
Grafton Bogus, Charly C	P.O. Box 666	North Haverhill, NH		Fem...	1959
Carroll Bogus, Charlene Test	123 Forest dr	Ossipee, NH	White	Fem...	1991
Rockingham Bogus, Charles James	1313 Main St.	Portsmouth, NH	White...	Male	1968
Beknap Bogus, Charles Jimmy	1456 Loser Way	Center Barnstead, NH	White	Male	1968

Exit
Payments
Victim S

**Case Information - Bogus, Charles James**

File #

Report #     Status     Stage

L.E. Agency     Jurisdiction

Assigned:      Defense Attorney:

**Charges**    [Co-Defend](#)    [Court Dates](#)

CNT	Current/Plea Charge	Type	Class	Disposition	Sentence
1	Prohbltd Device; Fish & Game	V		Guilty-Plea	Home Confinement For Not More Than
2	AFSA - Victim<13	F	A	Dismissed- Bench	
3	AFSA - Victim<13	F	A	Dismissed- Bench	
4	AFSA - Victim<13	F	A	Dismissed- Bench	
5	FSA - Sexual Contact - Victim <13	F	B	Dismissed- Bench	

[Exit](#)



**NEW BUSINESS**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: April 27, 2023

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

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

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission a letter regarding Federal Register/Vol. 88, No. 74/Tuesday, April 18, 2023/Notices.
2. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
  - a. Winnebago County Treasurer Bank Balances – March, 2023
  - b. Collateralization Report – March 28, 2023
  - c. Investment Report - as of April 1, 2023
3. County Clerk Gummow received from the City of Rockford a letter regarding Flooding and Flood Protection.

**Adjournment**