



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, May 25, 2023
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**..... Board Member Christopher Scrol
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – None
 - B. Presentation – Annual Overview of Revolving Loan Program – Presented by John Phelps and Chris Dornbush
 - C. Public Hearings – None
 - D. Public Participation
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of April 27, 2023 minutes
 - B. Layover of May 11, 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. Resolution Authorizing Settlement of a Claim against the County of Winnebago entitled David Seitz versus Winnebago County

3. Ordinance for a Budget Amendment to Establish Sheriff E-Citation Fund to be Laid Over
4. Resolution to Expedite the Payment of Claims for Winnebago County

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

Planning and/or Zoning Requests:

1. Z-03-23 A Map Amendment to Rezone 5.0+- Acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a Sub-District of the RA District) for the property that is commonly known as 6875 Forest Preserve Road, Rockton, IL 61072 in Shirland Township, District 2 to be laid over
2. Resolution Authorizing the DC Estate Winery (8877 State Line Rd, South Beloit, IL) be Subject to the Jurisdiction of the City of South Beloit pursuant to a Pre-Annexation Agreement
3. Resolution Directing the Zoning Board of Appeals to Conduct a Public Hearing on Certain Unified Development Ordinance Amendments regarding Commercial Wind Power Generating Facilities / Wind Farms (aka Commercial Wind Energy Facilities) and Solar Farms (aka Commercial Solar Energy Facilities)
4. A Resolution Supporting Agriculture within the County of Winnebago, Illinois
5. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Cooperation Agreement for Building Inspection by and Between the County of Winnebago, Illinois and the Village of Cherry Valley
6. 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 Extend an Existing Loan for \$419,387 from the Revolving Loan Fund to Experity

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

1. Committee Report
2. Resolution to Approve Addition of HVAC Control to Air Handlers and Replacing Thermostats for River Bluff Nursing Home Using CIP 2023 Funds

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

1. Committee Report
2. (23-017) Resolution Amending a Local Agency Resolution of Intent to Retire General Obligation Bonds with Motor Fuel Tax Funds for Improvements to County Highways.
Cost: \$ C.B. District: County Wide
3. (23-018) Resolution Authorizing the Award of Bid for the Annual Concrete Pavement Patching (Section: 23-00000-01-GM)
Cost: \$ 216,403.25 C.B. District: 6, 7 & 11
4. (23-019) Resolution Authorizing an Agreement with Willett Hofmann & Associates, Inc. to Provide Construction Engineering Services for Guilford Road Culvert in Rockford Township. (Section 21-09119-00-BR)
Cost: \$39,311 (Rockford Township) C.B. District: 16
5. (23-020) Resolution Authorizing the Award of Bid for the Second 2023 County General Letting (Section 23-00000-00-GM)

- Cost: \$14,346.40 C.B. District: County Wide
- 6. (23-021) Resolution Authorizing Placing Orders for the Purchase of Plow/Dump Truck Chassis C.B. District: N/A
- Cost: \$ \$866,463.00 (chassis only) C.B. District: N/A
- (Prices subject to change until build dates are allocated)
- 7. (23-022) Resolution Authorizing the Award of Bid for the Spring Creek Road Resurfacing Project (Section: 23-09000-02-RS) C.B. District: 8
- Cost: \$249,890.77 (Rockford Township)

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

- 1. Committee Report
- 2. Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail
- 3. Resolution Authorizing Execution of a First Amendment to the ARP Subrecipient Agreement by and Between the County of Winnebago, Illinois and Marshmallow’s Hope
- 4. Resolution to Extend Project Safe Neighborhoods Agreement

10. Unfinished BusinessChairman Joseph Chiarelli

**11. New Business.....Chairman Joseph Chiarelli
(Per County Board rules, passage will require a suspension of Board rules).**

12. Announcements & Communications Clerk Lori Gummow
A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, June 8, 2023

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

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
APRIL 27, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 27, 2023 at 6:00 p.m.
2. Board Member Penney gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements:

County Administrator recommended the Public Safety & Judiciary Report precede the Finance Committee Report.

4. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Booker, Crosby, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Members Butitta and Guevara were absent.)

Chairman Chiarelli acknowledged Jan Klaas in the Board room, Jan announced four students who are required to attend a government meeting.

Board Member Guevara arrived at 6:05 p.m.

Chairman Chiarelli asked for a moment of silence for the late Alderman Linda McNeely.

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

5. Awards - None

Presentations - None

Public Hearings - None

Public Participation- Rev. Earl Dotson, Sr., West Side Rockford Redevelopment, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Thompson made a motion to approve County Board Minutes of March 23, 2023 and layover County Board Minutes of April 13, 2023, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for April 27, 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 Crosby. Motion was approved by a voice vote. (Board Member Butitta 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. Cherry Valley Cemetery Association, Annual Compensation: None
 - 1. David Ward (Reappointment), Cherry Valley, Illinois, 6-year term, March 2023 to March 2029
 - 2. James Claeysen (Reappointment), Cherry Valley, Illinois, 6-year term, March 2023 to March 2029
 - B. Seward Sanitary District, Annual Compensation: None
 - 1. Andrew Conover (Reappointment), Seward, Illinois, 3-year term, May 2023 to May 2026
 - C. Cherry Valley Fire Protection District, Annual Compensation: \$4500 with certification classes
 - 1. William LeFevre (Reappointment), Cherry Valley, Illinois, 3-year term, May 2023 to May 2026
 - D. Community Action Agency, Annual Compensation: None
 - 1. Dorothy Redd, (Reappointment), Rockford, Illinois, 1-year term, May 2023 to May 2024
 - E. Kids Place, Annual Compensation: None
 - 1. Taryn Marko (New Appointment), Rockton, Illinois
 - F. Durand Sanitary District, Annual Compensation: \$500
 - 1. David Waller (Reappointment), Durand, Illinois, 3-year term, May 2023 to May 2026
 - G. Zoning Board of Appeals, Compensation: \$100 per meeting
 - 1. Janet Klinger (Reappointment), Winnebago, Illinois, 5-year term, May 2023 to May 2028
 - H. Northwest Fire Protection District, Annual Compensation: \$1,000
 - 1. Charles Barnes (Reappointment), Rockford, Illinois, 3-year term, May 2023 to May 2026
 - I. Win-Bur-Sew Fire Protection District, Annual Compensation: \$1500
 - 1. Loren Gambrel (Reappointment), Winnebago, Illinois, 3-year term, May 2023 to May 2026

REPORTS FROM STANDING COMMITTEES

PUBLIC SAFETY AND JUDICIARY COMMITTEE

9. Board Member Lindmark made a motion to approve a Resolution Awarding Sheriff's Vehicles Automotive Maintenance Bid, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
10. Board Member Lindmark made a motion to approve a Resolution Awarding Shelter Program for Veterinary Supplies, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
11. Board Member Lindmark made a motion to approve a Resolution to Approve Purchase of Animal Enclosure Equipment and Installation Services for Building Project, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
12. Board Member Lindmark made a motion to approve a 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, seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

ZONING COMMITTEE

13. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

14. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$100,000 from the Revolving Loan Fund to Vintage @501, Ltd, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

15. Board Member McDonald made a motion to approve a Resolution Approving a Proposal for the Professional Services of Larson & Darby Group for Winnebago County Courthouse Code Compliance Repairs, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
16. Board Member McDonald made a motion to Approve Purchase of Vehicles for Sheriff's Department with CIP PSST 2023 Funds, seconded by Board Member Sweeney. Discussion by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

17. Board Member McDonald made a motion to approve a Resolution Awarding Joint Pest Control Services, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

PUBLIC WORKS COMMITTEE

18. Board Member Tassoni made a motion to approve (23-009) Resolution Authorizing a Joint Funding Agreement with the State of Illinois for the Belvidere Road Safety and for Appropriating Local Funds, (Section: 21-00689-00-SP) seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
19. Board Member Tassoni made a motion to approve (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), seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
20. Board Member Tassoni made a motion to approve (23-011) Resolution Authorizing an Agreement with Axim Geospatial, LLC for professional Services (Section 22-00707-00-ES), seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
21. Board Member Tassoni made a motion to approve (23-012) Resolution Awarding Bid for Vegetarian Control, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
22. Board Member Tassoni made a motion to approve (23-014) Resolution Authorizing the Award of Bid for the Latham Road Shoulder Paving Project (Section: 23-00000-03-GM), seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
23. Board Member Tassoni made a motion to approve Agenda Items 6.,8., and 9. (as listed below), seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
 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)
 8. (23-015) Resolution Authorizing the Award of Bid for the 2023 Township Seal Coating Program. (Section: 23-XX000-01-GM)
 9. (23-016) Resolution Authorizing the Award of Bid for the Guilford Road Box Culvert Rehabilitation in Rockford Township. (Section: 21-09119-00-BR)

FINANCE COMMITTEE

24. Board Member Salgado read in for the first reading of an Ordinance for a Budget Amendment Contract The Summerill Group, LLC, Intergovernmental Agreement (IGA) Solutions for Federal Detainees Consultants to be Laid Over. Board Member Salgado 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 Member Butitta was absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

UNFINISHED BUSINESS

25. **Finance Committee**

Board Member Salgado made a motion to send both Resolutions (A. and B. as listed below) back to committee, seconded by Board Member Hoffman. Discussion by Board Members Salgado, Tassoni, and Arena. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

- 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. Board Member Salgado made a motion to approve an Ordinance for Approval of Budget Amendment for Reimbursable Technology Expenditures Laid Over from April 13, 2023 Meeting ,seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

Appointments read in on March 23, 2023

Chairman Chiarelli entertained a motion to approve the appointments listed below. Board Member Guevara made a motion to approve items A., B., and C. (as listed below), seconded by Board Member Sweeney. Discussion by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

- 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

NEW BUSINESS

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

Board Member Sweeney spoke of a Resolution regarding Administration security.

Board Member Lindmark thanked Sheriff Caruana for his hard work on a new contract with the Federal detainees and bring additional funds to the County.

ANNOUNCEMENTS & COMMUNICATION

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

A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission a letter regarding Federal Register/Vol. 88, No. 74/Tuesday, April 18, 2023/Notices.

B. County Clerk Gummow submitted 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

C. County Clerk Gummow submitted from the City of Rockford a letter regarding Flooding and Flood Protection.

County Clerk Gummow announced the April 4th Election results are official and reminded Board Members the Statement of Economic Interest are due May 1, 2023.

ADJOURNMENT

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

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
MAY 11, 2023**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 11, 2023 at 6:00 p.m.
2. Board Member Salgado gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Booker, Butitta, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Members Crosby and Penney were absent.)

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

5. Awards - None
- Presentations - Scott Bloomquist, Regional Superintendent at Boone-Winnebago County Regional Office of Education. Discussion by Board Members Sweeney, McCarthy, Arena, Salgado, Nabors, and Goral.
- Public Hearings - None
- Public Participation- Rev. Earl Dotson, Sr., Indispensable Link between U.S. National Security and West Side Rockford Development.
- Proclamations - Sergeant Milner accepted a proclamation in honor of National Correctional Officers Week.

Chief Deputy Ciganek accepted a proclamation in honor of National Police Week.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Thompson made a motion to approve County Board Minutes of April 13, 2023 and layover County Board Minutes of April 27, 2023, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Penney were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for May 11 2023. Board Member Hanserd made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member McCarthy. Motion was approved by a voice vote. (Board Members Crosby and Penney 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. Chairman Chiarelli entertained a motion to appoint Molly Terrinoni as Interim Winnebago County Chief Financial Officer. Board Member Salgado made a motion to approve the appointment, seconded by Board Member Butitta. Discussion by County Administrator Thompson and Board Member Arena. Motion was approved by unanimous vote of all members present. (Board Members Crosby and Penney were absent.)
- B. Chicago Rockford International Airport Authority, Annual Compensation: \$1,800
1. Mike Schablaske (Reappointment), Rockford, Illinois, 5-year term, May 2023 to May 2028
- C. Pecatonica Cemetery Association, Annual Compensation: None
1. Larry Holeton (Reappointment), Pecatonica, Illinois, 6-year term, June 2023 to June 2029
 2. Gary Meyer (Reappointment), Pecatonica, Illinois, 6-year term, June 2023 to June 2029
 3. Ron Larson (Reappointment), Pecatonica, Illinois, 6-year term, June 2023 to June 2029
 4. Glen Wiegert (Reappointment), Pecatonica, Illinois, 6-year term, June 2023 to June 2029
 5. Lori Finley (Reappointment), Pecatonica, Illinois, 6-year term, June 2023 to June 2029
 6. Steve Van Vlect (Reappointment), Pecatonica, Illinois, 6-year term, June 2023 to June 2029

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for a Contract Licensed MDS Coordinator, and Additional Business Office Employee to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Penney were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Thompson. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Penney were absent.)

10. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment to Prepay Stillman Bank Debt Certificate to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Penney were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Penney were absent.)

ZONING COMMITTEE

11. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

12. Board Member Sweeney announced an Economic Development Committee is scheduled for Monday, May 15, 2023 at 5:30 p.m.

OPERATIONS & ADMINISTRATIVE COMMITTEE

13. Board Member McDonald made a motion to approve a Resolution to Approve Purchase Tractor/Mower for River Bluff Nursing Home with CIP 2023 Funds, seconded by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Penney were absent.)
14. Board Member McDonald made a motion to approve a Resolution to Approve Fire Panel Upgrades Using CIP PSST 2023 Funds, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Penney were absent.)
15. Board Member McDonald made a motion to approve a Resolution Awarding Bid for HVAC Replacement at Veterans Memorial Hall, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Penney were absent.)
16. Board Member McDonald made a motion to approve a Resolution to Provide Winnebago County Administration Building Security/Threat Assessment, seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Crosby and Penney were absent.)

PUBLIC WORKS COMMITTEE

17. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

18. No Report.

UNFINISHED BUSINESS

19. Board Member Webster thanked Chief Financial Officer Rickert for the service he has provide to the County and recognized Molly Terrinoni. Board Members Butitta, Salgado, and Hoffman agreed.

County Administrator Thompson spoke of Chief Financial Officer Ricker's accomplishments.

NEW BUSINESS

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

Board Member Sweeney spoke of a Resolution regarding Administration security.

Board Member Lindmark thanked Sheriff Caruana for his hard work on a new contract with the Federal detainees and bring additional funds to the County.

Board Member Salgado spoke of Chief Financial Officer Rickert and wished him the best. Discussion by Board Member Hoffman.

ANNOUNCEMENTS & COMMUNICATION

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

- A County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
- a. Byron Station – Byron Unit 1 License Renewal Phase 1 Report 05000454/2023010
 - b. Braidwood Station, Byron Station, Clinton Power Station, Dresden Nuclear Power Station, LaSalle County Station, and Quad Cities Nuclear Power Station-Information Request to Support the NRC Annual Baseline Emergency Action Level and

ADJOURNMENT

22. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Crosby and Penney were absent.) The meeting was adjourned at 7:00 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
7 different organizations for 7 Raffles.

All applying organizations have complied with the requirements of the Winnebago
County Raffle Ordinance. All fees have been collected, bonds received and all
individuals involved with the raffles have received the necessary Sheriff's
Department clearance.

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30905	1	AAUW-ROCKFORD AREA BRANCH	06/30/2023-07/18/2023	\$4,999.99
30906	1	ROCKFORD SYMPHONY ORCHESTRAS, INC.	06/21/2023-06/21/2023	\$500.00
30907	1	ROCKFORD UNIVERSITY	06/15/2023-06/15/2023	\$4,999.99
30908	1	ROSCOE LIONS CLUB	06/01/2023-09/10/2023	\$4,999.99
30909	1	SEVERSON DELLS NATURE CENTER	06/10/2023-06/10/2023	\$1,250.00
30910	1	SINNISSIPPI QUILTERS INC	06/01/2023-05/31/2024	\$4,999.99

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

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

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30911	1	WHITE EAGLES CLUB OF ROCKFORD	05/26/2023-05/26/2024	\$4,999.99

This concludes my report,

Deputy Clerk 

LORI GUMMOW
Winnebago County Clerk

Date 25-May-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	\$	677,956
101	PUBLIC SAFETY TAX	\$	482,279
103	DOCUMENT STORAGE FUND	\$	34,760
106	RECORDERS DOCUMENT FEE FUND	\$	8,868
111	CHILDREN'S WAITING ROOM FUND	\$	35,905
114	911 OPERATIONS FUND	\$	97,363
115	PROBATION SERVICE FUND	\$	1,123
120	DEFERRED PROSECUTION PROGRAM	\$	3,474
123	STATE DRUG FORFEITURE ST ATTY	\$	29,357
126	LAW LIBRARY	\$	135
131	DETENTION HOME	\$	38,115
145	FORECLOSURE MEDIATION FUND	\$	440
155	MEMORIAL HALL	\$	2,702
158	CHILD ADVOCACY PROJECT	\$	1,767
161	COUNTY HIGHWAY	\$	72,438
162	COUNTY BRIDGE FUND	\$	2,190
164	MOTOR FUEL TAX FUND	\$	8,612
165	TOWNSHIP HIGHWAY FUND	\$	10,680
181	VETERANS ASSISTANCE FUND	\$	8,553
185	HEALTH INSURANCE	\$	1,582,521
194	TORT JUDGMENT & LIABILITY	\$	18,144
196	MENTAL HEALTH TAX FUND	\$	425,590
218	BAXTER ROAD TIF FUNDS	\$	286
301	HEALTH GRANTS	\$	50,740
302	SHERIFF'S DEPT GRANTS	\$	83,855
304	PROBATION GRANTS	\$	50,774
309	CIRCUIT COURT GRANT FUND	\$	93,198
313	AMERICA RESCUE PLAN	\$	141,872
314	CJCC GRANTS FUND	\$	39,544
401	RIVER BLUFF NURSING HOME	\$	399,413
410	ANIMAL SERVICES	\$	27,029
420	555 N COURT OPERATIONS FUND	\$	23,882
501	INTERNAL SERVICES	\$	2,734
743	CAPITAL PROJECTS FUND	\$	1,603
	TOTAL THIS REPORT	\$	<u>4,457,902</u>

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 25th day of May 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



Resolution Executive Summary

Prepared By: Tanya Harris

Committee: Finance Committee

Committee Date: May 18, 2023

Resolution Title: Resolution authorizing settlement of a claim against the County of Winnebago entitled David Seitz versus Winnebago County

Board Meeting Date: May 25, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$35,258.76
If not, explain funding source:	Budget Impact: \$35,258.76
ORG/OBJ/Project Code: 49400-43535	Tort Judgement Fund/Worker's Comp Claims

Background Information: Settlement for David Seitz in the amount of \$35,258.76.

Recommendation: The Finance Committee, chaired by John Butitta, has reviewed the settlements presented to the Board. The Board is asked to approve this settlement in favor of the Committee's recommendations at its May 18, 2023 meeting.

Contract/Agreement:

Legal Review: Carol Hartline with Williams McCarthy LLP negotiated these settlements on behalf of Winnebago County.

Follow-Up: N/A

RESOLUTION
of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: John Butitta

Submitted by: Finance Committee

2023 CR

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM
AGAINST THE COUNTY OF WINNEBAGO ENTITLED
DAVID SEITZ VERSUS WINNEBAGO COUNTY**

WHEREAS, the County of Winnebago, Illinois, is involved in having claims asserted against it by David Seitz for injuries allegedly sustained while in the employment of the Sheriff's Department, and,

WHEREAS, the Plaintiff has offered to settle the above claims against the County of Winnebago for consideration payable in the amount of \$35,258.76 for the settlement funding for his Workers Compensation case; and,

WHEREAS, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claim entitled David Seitz versus County of Winnebago for injuries allegedly sustained by David Seitz while in the employment of the Sheriff's Department by payment of the amount of \$35,258.76 for the settlement for permanent disability for a Workers Compensation case.

BE IT FURTHER RESOLVED, that this Resolution for David Seitz in the amount of \$35,258.76 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 Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

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:

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

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



Ordinance Executive Summary

Prepared By: Tom Lawson, Tami Goral, and Molly Terrinoni
Committee: Finance Committee
Committee Date: May 18, 2023
Ordinance Title: Ordinance for a Budget Amendment to establish Sheriff E-Citation Fund
County Code:
Board Meeting Date: May 25, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: \$4,000
If not, explain funding source: Transfer from E-Citation Fund 0156	
ORG/OBJ/Project Code: 44800 / 42117 Non-Capital Computer Equipment	
FY2023 Budget Impact: \$4,000	

Background Information: In FY2019, the Circuit Clerk established the e-citation fund to account for fees to be used by the Sheriff for restricted purposes. Recently it came to our attention that the portion of fees for the Sheriff were commingled with the fees collected for the Circuit Clerk. The Circuit Clerk's office requested a new fund be established and that the fees collected for the Sheriff since the inception of this fee be transferred to the new fund. The Sheriff Department needs new printers for the e-citation program which will be paid for from this new fund.

Recommendation: Approved by the Circuit Clerk's Office

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up:

2023 Fiscal Year

Finance: May 18, 2023

Lay Over: May 25, 2023

Sponsored by:

Final Vote: June 8, 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 to establish Sheriff E-Citation Fund

WHEREAS, The Sheriff's Office and Circuit Clerk request a Sheriff E-Citation Fund be established, and that the fees collected for the Sheriff since the inception of this fee (commingled with Circuit Clerk's fees) be transferred to the new fund. The Sheriff Department is in need of new printers for the e-citation program,

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 **#23-025 Sheriff E-Citation Fund**

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:		5/11/2023			AMENDMENT NO: 23-025			
DEPARTMENT:		Circuit Clerk / Sheriff			SUBMITTED BY: Tom Lawson, Tami Goral, Molly Terrinoni			
FUND#:		0148 Sheriff E-Citation Fund			DEPT. BUDGET NO. 44800 Sheriff E-Citation			
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
Expenditures								
44800	42117		Non-Capital Computer Equip	\$0	\$0	\$0	\$4,000	\$4,000
45600	49110		Transfer to Other Funds	\$0	\$0	\$0	\$13,466	\$13,466
Revenue								
44800	39110		Transfer from Other Funds	\$0	\$0	\$0	(\$13,466)	(\$13,466)
TOTAL ADJUSTMENT:							\$4,000	
Reason budget amendment is required:								
<p>In FY2019, the Circuit Clerk established the e-citation fund to account for fees to be used by the Sheriff for restricted purposes. Recently it came to our attention that the portion of fees for the Sheriff were commingled with the fees collected for the Circuit Clerk. The Circuit Clerk's office requested a new fund be established and that the fees collected for the Sheriff since the inception of this fee be transferred to the new fund. The Sheriff Department is in need of new printers for the e-citation program.</p>								
Potential alternatives to budget amendment:								
None								
Impact to Fiscal Year 2023 budget:								
\$4,000								
Revenue Source:								
Sheriff E-Citation Fund balance								



Resolution Executive Summary

Prepared By: David J. Rickert
Committee: Finance Committee
Committee Date: 05-18-2023
Resolution Title: Resolution to Expedite the Payment of Claims for Winnebago County
County Code: N\A
Board Meeting Date: 5-25-2023

Budget Information:

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

Background Information: The intent of this resolution is to expedite the payment of claims by Winnebago County and will enable the payment of claims when checks are prepared. Currently, accounts payable checks are held until the following County Board meeting date. This causes a delay in paying vendors by seven days. This causes customer service issues and causes additional work in reconciling accounts.

Recommendation: Administration supports this resolution

Contract/Agreement: Not Applicable

Legal Review: States Attorney's Office did review this proposal

Follow-Up: Not Applicable

RESOLUTION
of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: John Butitta

Submitted by: Finance Committee

2023 CR

**RESOLUTION TO EXPEDITE THE PAYMENT
OF CLAIMS FOR WINNEBAGO COUNTY**

WHEREAS, it is in the best interest of Winnebago County to pay claims in an efficient and timely manner.

WHEREAS, Illinois Compiled Statute (55 ILCS 5/1-6006) stipulates that a county board can delegate authority for the payment of claims (see attached).

NOW, THEREFORE, BE IT RESOLVED, Pursuant to (55 ILCS 5/1-6006)(see attached) the county board hereby designates The County Auditor and Chief Financial Officer the authority to determine whether some or all claims against the county should be allowed or disallowed, if sufficient funds have been budgeted and are available in the appropriate county fund.

BE IT FURTHER RESOLVED, The Chief Financial Officer each month shall file a monthly report of all claims paid in the prior month to the county chairman and all other members of the county board. For each claim paid, the monthly report shall identify the creditor, the department or county official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued.

BE IT FURTHER RESOLVED, The County Board reserves the right to revoke this privilege by resolution at a future date.

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:

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

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

(55 ILCS 5/1-6006) (from Ch. 34, par. 1-6006)

Sec. 1-6006. Delegation of authority to determine claims. Under the provisions of this Section, the county board may by resolution delegate its authority to allow or disallow claims made against the county to the individuals herein named.

For the purposes of this Section, the term "county officials" is defined as members of the county board, designated elected county officers, and county officers charged with fiscal management of the county who have been duly appointed by county board resolution.

The county board may by resolution designate members of a committee of the county board, or the County Treasurer and the County Clerk, or if there is a County Auditor or duly appointed county officer responsible for the fiscal management of the county, then the County Treasurer and the County Auditor or duly appointed county officer responsible for the fiscal management of the county, to determine whether some or all claims against the county should be allowed or disallowed, if sufficient funds have been budgeted and are available in the appropriate county fund. Or in the alternative, the designated county officials shall request the county board by resolution to require the submission of a verified affidavit by claimant stating that the several items therein mentioned are just and true, and the services charged therein, or articles furnished, as the case may be, were rendered or furnished as therein charged, and that the amount claimed is due and unpaid after allowing all just credits. When the claim is disallowed, in whole or part, by the designated officials, and the nature of the claim is not such that the allowance is discretionary, such person may appeal from the decision of the authorized county officials to the circuit court of the same county, upon filing bond with the clerk of such court within 20 days after the rendition of the decision, with such security as shall be approved by such clerk in the penal sum of \$250, payable to the People of the State of Illinois, for the use of such county, conditioned that he will prosecute the appeal with effect, and pay all costs that may be assessed.

The county board may authorize the designated county officials to make cash advances to all county officials and county employees for travel and related expenses if sufficient funds have been budgeted and are available in the appropriate county fund.

If the authority to pay claims submitted against the county is delegated as provided in this Section, the County Clerk, or if there is a County Auditor or duly appointed county officer responsible for fiscal management of the county, then the County Auditor or duly appointed county officer responsible for the management of the county, shall file a monthly report of all claims paid in the prior month to the chairman and all other members of the county board. For each claim paid, the monthly report shall identify the creditor, the department or county official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued.

In addition to any other remedies provided by law, the County Board may recover any unauthorized payment from the person receiving it and may seek the assistance of the State's Attorney in that regard.

(Source: P.A. 86-962.)

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
May 25, 2023

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

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. Z-03-23 A MAP AMENDMENT TO REZONE 5.0+- ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE RA, RURAL AGRICULTURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by John Mansfield, Project Manager (Applicant), represented by James Hursh, Attorney, for the property that is commonly known as 6875 Forest Preserve Road, Rockton, IL 61072 in Shirland Township.
PIN: Part of 03-18-100-004 C.B. District 2
Lesa Rating: Very High Consistent W/2030 LRMP-Future Map: NO
ZBA Recommendation: *MOTION TO APPROVE FAILED (2-3)*
ZC Recommendation: *TBD*

TO BE VOTED ON:

2. RESOLUTION AUTHORIZING THE DC ESTATE WINERY (8877 STATE LINE RD, SOUTH BELOIT, IL) BE SUBJECT TO THE JURISDICTION OF THE CITY OF SOUTH BELOIT PURSUANT TO A PRE-ANNEXATION AGREEMENT
ZC Recommendation: *TBD*
3. RESOLUTION DIRECTING THE ZONING BOARD OF APPEALS TO CONDUCT A PUBLIC HEARING ON CERTAIN UNIFIED DEVELOPMENT ORDINANCE AMENDMENTS REGARDING COMMERCIAL WIND POWER GENERATING FACILITIES / WIND FARMS (AKA COMMERCIAL WIND ENERGY FACILITIES) AND SOLAR FARMS (AKA COMMERCIAL SOLAR ENERGY FACILITIES)
ZC Recommendation: *TBD*
4. A RESOLUTION SUPPORTING AGRICULTURE WITHIN THE COUNTY OF WINNEBAGO, ILLINOIS
ZC Recommendation: *TBD*
5. RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR BUILDING INSPECTION BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND THE VILLAGE OF CHERRY VALLEY
ZC Recommendation: *TBD*

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

- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is *tentatively* scheduled for **Wednesday, August 9, 2023**, at 5:30 p.m. in Room 303 of the County Administration Building.
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for **Wednesday, August 23, 2023**, at 5:30 p.m. in Room 303 of the County Administration Building.

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

2023 CR _____

SUBMITTED BY: ZONING COMMITTEE

SPONSORED BY: JIM WEBSTER

**RESOLUTION AUTHORIZING THE DC ESTATE WINERY (8877 STATE LINE RD,
SOUTH BELOIT, IL) BE SUBJECT TO THE JURISDICTION OF THE CITY OF
SOUTH BELOIT PURSUANT TO A PRE-ANNEXATION AGREEMENT**

WHEREAS, the DC Estate Winery, is located in unincorporated County of Winnebago, Illinois (“County”) with a common address of 8877 State Line Road, South Beloit, Illinois and P.I.N. 04-01-200-005 (“property”); and

WHEREAS, the City of South Beloit (“City”) is in the process of reviewing a pre-annexation agreement for the property and has sent a request for jurisdiction to the County; and

WHEREAS, the property is approximately 1.7 miles from the City; and

WHEREAS, Chapter 90, Article I, Section 1.3 (Applicability and Jurisdiction) of the Winnebago County Code, provides in part:

“This Ordinance shall also govern properties in the County of Winnebago that have an annexation agreement with a municipality that is more than 1.5 miles from the property, unless after receiving a request for jurisdiction from the annexing municipality, the County of Winnebago agrees, by the affirmative vote of a majority of its members, that the property covered by the annexation agreement shall be subject to the ordinances, control, and jurisdiction of the annexing municipality.”; and

WHEREAS, the Zoning Committee of the County Board for the County of Winnebago, Illinois, has reviewed the request for jurisdiction and recommends that the Winnebago County Board authorize the property be subject to the zoning ordinances, control and jurisdiction of the City upon approval of a pre-annexation agreement with the City.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County of Winnebago hereby authorizes the DC Estate Winery, with a common address of 8877 State Line Road, South Beloit, Illinois, be subject to the zoning ordinances, control and jurisdiction of the City of South Beloit upon approval of a pre-annexation with the City of South Beloit.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator, County Planning and Zoning Officer, County Director of Development Services and the County Board Chairman.

Respectfully Submitted,
ZONING COMMITTEE

Agree

Disagree

Jim Webster, Chairman

Jim Webster, Chairman

Angie Goral

Angie Goral

Paul Arena

Paul Arena

Aaron Booker

Aaron Booker

John Guevara

John Guevara

Tim Nabors

Tim Nabors

Dave Tassoni

Dave Tassoni

The above and foregoing 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

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

SUBMITTED BY: ZONING COMMITTEE

2023 CR _____

RESOLUTION DIRECTING THE ZONING BOARD OF APPEALS
TO CONDUCT A PUBLIC HEARING ON CERTAIN UNIFIED DEVELOPMENT ORDINANCE
AMENDMENTS REGARDING COMMERCIAL WIND POWER GENERATING FACILITIES /
WIND FARMS (AKA COMMERCIAL WIND ENERGY FACILITIES) AND SOLAR FARMS
(AKA COMMERCIAL SOLAR ENERGY FACILITIES)

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

WHEREAS, Chapter 90, Section 4.1.1 (Initiation of Amendments) requires the County Board to initiate a change in zoning district regulations, general provisions, or other provisions; and

WHEREAS, the public health, safety and welfare may be better served by adopting updated regulations with regard to commercial wind power generating facilities / wind farms (aka commercial wind energy facilities) and solar farms (aka commercial solar energy facilities) to the Unified Development Ordinance of Winnebago County; and

WHEREAS, the Illinois Compiled Statutes, Chapter 55, Section 5/5-12014, requires the Zoning Board of Appeals to hold a public hearing, after notice of the hearing no less than 15 days prior to the hearing, before the Unified Development Ordinance of Winnebago County can be amended; and

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Winnebago County hereby approves this Resolution pursuant to Chapter 90, Section 4.1.1, and thereby, initiating and directing the Winnebago County Zoning Board of Appeals to conduct a public hearing pursuant to 55 ILCS 5/5-1214 for certain Unified Development Ordinance amendments with regard to commercial wind power generating facilities / wind farms (aka commercial wind energy facilities) and solar farms (aka commercial solar energy facilities).

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

BE IT FURTHER RESOLVED, that the Winnebago County Clerk shall provide a certified copy of this Resolution upon its adoption to the Winnebago County Regional Planning and Economic Development Department.

Respectfully submitted,
ZONING COMMITTEE

JIM WEBSTER, CHAIRMAN

(TO APPROVE)

(TO NOT APPROVE)

APPROVED this ____ day of _____, 2023 by the County Board of the County of Winnebago County, IL.

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

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

2023 CR _____

SUBMITTED BY: ZONING COMMITTEE

SPONSORED BY: JIM WEBSTER

**A RESOLUTION SUPPORTING AGRICULTURE WITHIN THE
COUNTY OF WINNEBAGO, ILLINOIS**

WHEREAS, Illinois is home to more than 71,000 farms, 96% of which are family-owned and a third of which include livestock; and

WHEREAS, the County of Winnebago, Illinois (“County”) accounts for approximately 736 of those farms; and

WHEREAS, agriculture supports 7,714 jobs which accounts for an estimated 5 percent (5%) of total jobs in the County; and

WHEREAS, agriculture and related industries generate total sales or output is estimated at \$2.6 billion; and

WHEREAS, farm property provides 3.1 percent (3.1%) of taxable value, which provides services to residents; and

WHEREAS, Illinois farmers support the food security of our citizens. The international pandemic displayed the importance of American food systems, processing and supply chain weaknesses; and

WHEREAS, new livestock development accounts for additional jobs creating additional economic growth within the County; and

WHEREAS, farmers are dedicated to caring for their animals in ways that also benefit the land. By using tools and technology to better manage soil nutrients, water runoff and air quality on the farm, farmers are using fewer natural resources and reducing their carbon footprint while producing more food; and

WHEREAS, farmland is a finite resource that is vital to agriculture, food production, and the economic well-being of our County; and

WHEREAS, farmers in Illinois face multiple layers of regulation involving state and federal agencies providing a comprehensive, robust regulatory program for all farms including those raising livestock; and

WHEREAS, data and information from state regulatory agencies demonstrates environmental issues from agriculture are an extremely rare occurrence; and

WHEREAS, the County recognizes the value agriculture contributes to our County and the rural way of life is the backbone of our county. Reasonable efforts should be made to accommodate future success of the rural community.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County of Winnebago, Illinois acknowledges and supports agriculture within the County. The jobs created, taxes generated, technologies embraced and environmental practices implemented by farmers makes agriculture a valuable industry within the County.

BE IT FURTHER RESOLVED, the Winnebago County Board and County staff will work to support and promote the development of agriculture for the benefit of the County of Winnebago, Illinois and all of its residents.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator, County Planning and Zoning Officer, County Director of Development Services and the County Board Chairman.

Respectfully Submitted,
ZONING COMMITTEE

Agree

Disagree

Jim Webster, Chairman

Jim Webster, Chairman

Angie Goral

Angie Goral

Paul Arena

Paul Arena

Aaron Booker

Aaron Booker

John Guevara

John Guevara

Tim Nabors

Tim Nabors

Dave Tassoni

Dave Tassoni

The above and foregoing 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



Resolution Executive Summary

Committee Date: Wednesday, May 24, 2023

Committee: Zoning

Prepared By: Chris Dornbush

Document Title: Resolution Authorizing The Chairman Of The County Board To Execute An Intergovernmental Cooperation Agreement For Building Inspection By And Between The County Of Winnebago, Illinois And The Village Of Cherry Valley

County Code: Section 55 ILCS 5/1-1063 of the Illinois Counties Code

Board Meeting Date: Thursday, May 25, 2023

Budget Information:

Was item budgeted? NA	Appropriation Amount: \$0
If not, explain funding source:	
ORG - OBJ - Project Code:	Budget Impact: None - Budgeted

Background Information:

Winnebago County Building Division (County) and the Village of Cherry Valley (Village) have had a positive existing Intergovernmental Cooperation Agreement (IGA) since at least November 29, 1984 (85-CR-23) for building (construction) services, i.e. building permitting and building inspections. This IGA is to update the approximately 40 year old Agreement by better clarifying items within the IGA. No major changes are occurring within. The existing and proposed agreement will continue to have Winnebago County issue residential and commercial permits (all fees are collected and retained by the County) and will inspect residential and commercial construction projects in the Village in regards to permits involving the following trades; structural, electrical, plumbing, and HVAC.

Recommendation:

Winnebago County Administration supports the continuation of this Agreement. It has been a positive relationship and provides value by the County and the Village having an interest in protecting the health, safety, and general welfare to the citizens.

Contract/Agreement:

Yes, attached.

Legal Review:

Yes

Follow-Up:

Updates or a report can be provided to the Zoning Committee and/or the County Board as requested or at the end of the fiscal year.

Regional Planning & Economic Development Department

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

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

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

SUBMITTED BY: ZONING COMMITTEE

2023 CR _____

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO
EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR
BUILDING INSPECTION BY AND BETWEEN THE COUNTY OF WINNEBAGO,
ILLINOIS AND THE VILLAGE OF CHERRY VALLEY**

WHEREAS, the County of Winnebago, Illinois (hereinafter referred to as the “County”) and the Village of Cherry Valley, Illinois, a municipal corporation, (hereinafter referred to as the “Village”) are units of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois; and

WHEREAS, the County and Village are empowered, pursuant to the authority granted to them by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into intergovernmental agreements as provided in Article VII, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the County is empowered under 55 ILCS 5/1-1063 of the Illinois Counties Code and the Village is empowered under 65 ILCS 11-30-4 of the Illinois Municipal Code to regulate buildings and the construction of buildings; and

WHEREAS, the County and the Village have partnered since at least November 29, 1984 for building inspections and wish to continue their partnership; and

WHEREAS, the County and the Village have an interest in protecting the health, safety, and general welfare of its citizens through inspection and enforcement of the Village’s Building Code in accordance with the intergovernmental cooperation agreement (“Agreement”), attached hereto as “Exhibit A” and is incorporated herein; and

WHEREAS, the County’s inspectors are fully trained, qualified, licensed if required by the State of Illinois, and have proficient knowledge of the Building Codes adopted by Winnebago County; and

WHEREAS, the County and Village have determined that it is in their best interests to enter into the Agreement.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Cooperation Agreement for Building Inspection, by and between the County

of Winnebago, Illinois and the Village of Cherry Valley, in substantially the same form as set forth in Exhibit A, attached hereto.

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 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 and the Winnebago County Building Official.

Respectfully submitted,
Zoning Committee

AGREE

DISAGREE

JIM WEBSTER, CHAIRMAN

JIM WEBSTER, CHAIRMAN

ANGIE GORAL, VICE CHAIR

ANGIE GORAL, VICE CHAIR

PAUL ARENA

PAUL ARENA

AARON BOOKER

AARON BOOKER

JOHN GUEVARA

JOHN GUEVARA

TIM NABORS

TIM NABORS

DAVE TASSONI

DAVE TASSONI

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR BUILDING INSPECTION**

THIS AGREEMENT is by and between the County of Winnebago, Illinois, hereinafter referred to as the "County", and the Village of Cherry Valley, Illinois, a municipal corporation, hereinafter referred to as the "Village."

I. **PURPOSE AND OBJECTIVES.** The parties desire to enter into an intergovernmental cooperation agreement pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, whereby the County, through its Building Official, will aid in the enforcement of Village ordinances which regulate and control building construction. Such ordinances shall hereinafter be referred to as the "Building Code."

II. **COUNTY RESPONSIBILITIES AND POWERS.**

A. The County agrees to assume the following duties and responsibilities related to the Village's Building Code under this Agreement:

1. Issue building permits and retain all building permit fees in order to compensate the County for costs incurred in the application and inspection process;
2. Provide qualified inspections applicable to structures undergoing construction in the Village at appropriate intervals during construction;
3. Provide any and all necessary plan reviews prior to issuance of any building permits;
4. Inform contractors, builders, owners, and others performing work not in compliance with the Building Code of the proper remedial measures;
5. Perform final inspections during construction and issue certificates of occupancy to qualified dwellings, structures, and/or spaces;
6. Advise the Village and its officials on matters germane to the Building Code;

7. Provide witnesses and corroborative documentation, when available, in court and in administrative hearings or in conjunction with other legal actions involving possible Building Code violations, including, but not limited to, demolition suits;

8. Provide administrative and/or field inspection work as the Village may request for any governmentally sponsored rehabilitation program in compliance with applicable federal, state or local grant requirements; and

9. Work with the Village attorney or other Village personnel regarding any and all enforcement matters which may arise involving the Building Code.

B. For additional services not performed on structures for which a valid building permit has been issued, the County shall present the Village with an itemized invoice on a quarterly basis, calculated for each hour a full-time building inspector expends in the performance of said service according to the County's fee schedule. The County shall record these times to the nearest 1/4 hour, along with the date and the category of service performed. The County shall notify the Village in writing prior to performing any additional service under this section and, if requested, provide an estimate of the total cost which would be incurred for said additional services.

III. **VILLAGE RESPONSIBILITIES AND POWERS.** The Village agrees to assume the following duties and responsibilities under this Agreement:

A. Adopt as the Building Code of the Village, the following Codes as adopted by the County, including any future amendments or updates: International Building Code, International Residential Code, National Electric Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, Illinois State Plumbing Code, and the Illinois Energy Conservation Code;

B. Report any variances from the foregoing Codes which may be adopted by the Village immediately to the County Building Official;

C. Grant the County Building Official the authority to perform inspections and related functions pursuant to Section II of this Agreement within the Village's jurisdictional boundaries;

D. Forward all building permit applicants to the County for building permit issuance according to the County's fee schedule;

E. Provide zoning approval, if necessary, and any and all other required approvals unrelated to the Building Code; and

F. Provide an attorney at the Village's expense to represent the Village in all legal actions taken to enforce the Building Code or defend the Village in a lawsuit. The Village shall be liable for any and all costs and expenses arising out of legal action taken based upon the Building Code.

IV. **TERM.** This Agreement shall commence on the ____ day of _____, 2023, and may be terminated by either party for any reason or no reason by giving sixty (60) days' written notice to the other party. Upon such termination, any open existing permits shall not be the responsibility of the County to complete the inspections and project nor shall the County be required to prorate the fees collected for non-completed/open permits.

V. **LIMITATION OF LIABILITY.** The liability of the County, its officials, employees, and agents is limited to the responsibilities and duties described in Section II of this Agreement. The Village shall indemnify and hold harmless the County, its officials, employees and agents against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of the Village's acts or omissions under this Agreement. The liability of the Village, its officials, employees and agents is limited to the responsibilities and duties described in Section III of this Agreement. The County shall indemnify and hold harmless the Village, its officials, employees and agents against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of the County's acts or omissions under this Agreement.

VI. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

VII. **EXTENT OF AGREEMENT.** This Agreement represents the entire Agreement between the County and Village and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed or modified except by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2023.

THE COUNTY OF WINNEBAGO, ILLINOIS

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

VILLAGE OF CHERRY VALLEY

David Schroeder, Village President of the
Village of Cherry Valley, Illinois

ATTEST:

Clerk of the Village of Cherry Valley, Illinois

RESOLUTION NUMBER: 2023-10

**A RESOLUTION OF THE VILLAGE OF CHERRY VALLEY, ILLINOIS TO APPROVE
AND AUTHORIZE THE VILLAGE PRESIDENT TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF WINNEBAGO
FOR BUILDING INSPECTION**

WHEREAS, the Village of Cherry Valley (“Village”) requires services for building inspection; and

WHEREAS, the County of Winnebago (“County”) has the expertise and personnel to conduct building inspections; and

WHEREAS, the Village and the County have come to an intergovernmental agreement on the conducting of building inspections and requirements for those inspections; and

WHEREAS, the intergovernmental agreement (“Agreement”) is attached hereto as **Exhibit A** and is incorporated herein; and

WHEREAS, the Village desires to enter into said Agreement and has determined that doing so is in the best interest of the Village and its citizens; and

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Cherry Valley, Illinois, that:

1. The foregoing recitals are incorporated herein and made a part hereof.
2. By the Adoption of this Resolution, the Board of Trustees approves the Village of Cherry Valley to enter into the Intergovernmental Agreement for Building Inspection, attached as **Exhibit A**, or one substantially similar, and authorizes the Village President to execute the same.
3. The Village Clerk of Cherry Valley shall attest the same after the signature of the Village President.

PASSED UPON MOTION BY: SALLY HOLLEMBEAK

SECONDED BY: NANCY BELT

BY ROLL CALL VOTE THIS 2ND DAY OF MAY, 2023

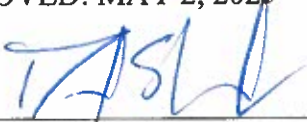
AS FOLLOWS:

VOTING "AYE": NANCY BELT, JEFF FUSTIN, SALLY HOLLEMBEAK,
MIKE NEVILLE, BRANDI PEARSE, CARL WEDIG

VOTING "NAY": NONE

ABSENT, ABSTAIN, OTHER: NONE

APPROVED: MAY 2, 2023



DAVID SCHROEDER, VILLAGE PRESIDENT

ATTEST:



KATHY TRIMBLE, VILLAGE CLERK

EXHIBIT A- INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR BUILDING INSPECTION**

THIS AGREEMENT is by and between the County of Winnebago, Illinois, hereinafter referred to as the "County", and the Village of Cherry Valley, Illinois, a municipal corporation, hereinafter referred to as the "Village."

I. **PURPOSE AND OBJECTIVES.** The parties desire to enter into an intergovernmental cooperation agreement pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, whereby the County, through its Building Official, will aid in the enforcement of Village ordinances which regulate and control building construction. Such ordinances shall hereinafter be referred to as the "Building Code."

II. **COUNTY RESPONSIBILITIES AND POWERS.**

A. The County agrees to assume the following duties and responsibilities related to the Village's Building Code under this Agreement:

1. Issue building permits and retain all building permit fees in order to compensate the County for costs incurred in the application and inspection process;
2. Provide qualified inspections applicable to structures undergoing construction in the Village at appropriate intervals during construction;
3. Provide any and all necessary plan reviews prior to issuance of any building permits;
4. Inform contractors, builders, owners, and others performing work not in compliance with the Building Code of the proper remedial measures;
5. Perform final inspections during construction and issue certificates of occupancy to qualified dwellings, structures, and / or spaces.

6. Advise the Village and its officials on matters germane to the Building Code;
7. Provide witnesses and corroborative documentation, when available, in court and in administrative hearings or in conjunction with other legal actions involving possible Building Code violations, including, but not limited to, demolition suits;
8. Provide administrative and/or field inspection work as the Village may request for any governmentally sponsored rehabilitation program in compliance with applicable federal, state or local grant requirements; and
9. Work with the Village attorney or other Village personnel regarding any and all enforcement matters which may arise involving the Building Code.

B. For additional services not performed on structures for which a valid building permit has been issued, the County shall present the Village with an itemized invoice on a quarterly basis, calculated for each hour a full-time building inspector expends in the performance of said service according to the County's fee schedule. The County shall record these times to the nearest 1/10 hour, along with the date and the category of service performed. The County shall notify the Village in writing prior to performing any additional service under this section and, if requested, provide an estimate of the total cost which would be incurred for said additional services.

III. **VILLAGE RESPONSIBILITIES AND POWERS.** The Village agrees to assume the following duties and responsibilities under this Agreement:

A. Adopt as the Building Code of the village the following Codes as adopted by the County, including any future amendments or updates: International Building Code, International Residential Code, National Electric Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, Illinois State Plumbing Code and the Illinois energy Conservation Code.

B. Report any variances from the foregoing Codes which may be adopted by the Village immediately to the County Building Official;

C. Grant the County Building Official the authority to perform inspections and related functions pursuant to Section II of this Agreement within the Village's jurisdictional boundaries;

D. Forward all building permit applicants to the County for building permit issuance according to the County's fee schedule;

E. Provide zoning approval, if necessary, and any and all other required approvals unrelated to the Building Code; and

F. Provide an attorney at the Village's expense to represent the Village in all legal actions taken to enforce the Building Code or defend the Village in a lawsuit. The Village shall be liable for any and all costs and expenses arising out of legal action taken based upon the Building Code.

IV. **TERM.** This Agreement shall commence on the ____ day of _____, 2023, and may be terminated by either party for any reason or no reason by giving sixty (60) days' written notice to the other party. Upon such termination, any open existing permits shall not be the responsibility of the County to complete the inspections and project nor shall the County be required to prorate the fees collected for non-completed/open permits.

V. **LIMITATION OF LIABILITY.** The liability of the County, its officials, employees, and agents is limited to the responsibilities and duties described in Section II of this Agreement. The Village shall indemnify and hold harmless the County, its officials, employees and agents against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of the Village's acts or omissions under this Agreement. The liability of the Village, its officials, employees and agents is limited to the responsibilities and duties described in Section III of this Agreement. The County shall indemnify

and hold harmless the Village, its officials, employees and agents against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of the County's acts or omissions under this Agreement.

VI. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

VII. **EXTENT OF AGREEMENT.** This Agreement represents the entire Agreement between the County and Village and supersedes all prior negotiations and representations, either written or oral. None of the provisions of this Agreement may be waived, changed or modified except by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2023.


THE COUNTY OF WINNEBAGO, ILLINOIS

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

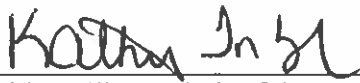
ATTEST:

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

VILLAGE OF CHERRY VALLEY



David Schroeder, Village President of the
Village of Cherry Valley, Illinois

ATTEST: 

Kathy Trimble, Village Clerk of the
Village of Cherry Valley, Illinois

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

SUBMITTED BY: ZONING AND PLANNING COMMITTEE

85 CR 23

RESOLUTION PROVIDING FOR AN INTERGOVERNMENTAL
COOPERATION AGREEMENT FOR BUILDING INSPECTION
BETWEEN THE VILLAGE OF CHERRY VALLEY, ILLINOIS
AND THE COUNTY OF WINNEBAGO, ILLINOIS

WHEREAS, the Village of Cherry Valley, Illinois, is a municipality organized and existing under the laws of the State of Illinois, and the County of Winnebago is a body politic and corporate, existing by and under the laws of the State of Illinois; and

WHEREAS, each is a unit of local government as defined by Article VII, Section 1 of the Constitution of the State of Illinois; and

WHEREAS, it is in the public interest to regulate the construction and condition of buildings in all areas of the County in order to promote the public health and welfare of the citizens of Winnebago County; and

WHEREAS, the Village of Cherry Valley, Illinois requests the services of the Winnebago County Building Department to aid in the enforcement of Village ordinances which regulate and control building construction; and

WHEREAS, the Winnebago County Building Department has the manpower and expertise to aid in the enforcement of such Village ordinances; and

WHEREAS, the Village of Cherry Valley, Illinois has agreed to reimburse the County of Winnebago for such services rendered in accordance with the terms of the Intergovernmental Cooperation Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it authorize its Chairman to execute on behalf of the County of Winnebago the Intergovernmental Cooperation Agreement For Building Inspection in the form substantially as attached hereto.

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

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

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

Respectfully submitted,

ZONING AND PLANNING COMMITTEE


Chairman

Eugene Peterson
Glenn S. Hill
James E. Hughes

W. Murray
Charles W. Light
Charles E. Quinn

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this 29th day of November, 1984.

Rat S. Scott
Chairman of the County Board
of the County of Winnebago,
Illinois

ATTEST:

Gloria Lind Tamu Marlowe, deputy
Gloria Lind, Clerk Pro Tem of the
County Board of the County of
Winnebago, Illinois

REFER TO CONTRACT #335

1st Public Preserve 2nd 40

ROLL CALL - WINNEBAGO COUNTY BOARD MEMBERS

ROLL CALL - WINNEBAGO COUNTY FOREST PRESERVE DISTRICT

RE: _____

DATE: _____

3rd 1st app.

2nd 1st

PRESENT ABSENT AYES NAYES

	PRESENT	ABSENT	AYES	NAYES
ABRAHAMSON, BARBARA J.			✓	
ANDERSON, ROBERT			✓	
BARNARD, JUDITH			✓	
BARNARD, VICTOR R.			✓	
BELL, VERNON L.			✓	
CLARK, MARGARET (PEGGY)			✓	
CONNELLY, LYNNE A.			✓	
CURRIER, TOM			✓	
DOTSON, HENRIETTA			✓	
GIORGI, AMEDEO A.			✓	
GORAL, MICHAEL J.			✓	
HALLSTEN, DAWN (PARKS)			✓	
HEUER, ERNEST E., JR.			✓	
HUGHES, JAMES (JIM)			✓	
JOHNSON, VIVIAN C.			✓	
KERESTES, DONALD J.			✓	
KING, LILLIE B.			✓	
KNIGHT, CHARLES W.			✓	
MAC KAY, PETER M. (PETE)			✓	
MC GAW, MARGARET (PEGGY)			✓	
✓ MILLARD, ROBERT B.				
PETERSON, ARTHUR R.			✓	
PETERSON, EUGENE (GENE)			✓	
SCHOU, JOHN T.			✓	
SCOTT, PAT L.			✓	
SEYMOUR, TOM			✓	
TRULL, LOUISE B.			✓	
WALKER, OUSLEY H.			✓	
			20	

1st app

**ECONOMIC
DEVELOPMENT
COMMITTEE**



Resolution Executive Summary

Committee Date: Monday, May 15, 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 Extend An Existing Loan For \$419,387 From The Revolving Loan Fund To Experity

County Code: NA

Board Meeting Date: Thursday, May 25, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$419,387
If not, explain funding source:	
ORG - OBJ - Project Code: Fund available in fund #0307 (Revolving Loan Fund)	Budget Impact: None - Budgeted

Background Information:

Rockford Local Development Corporation (RLDC) have demonstrated a positive effect in growing the regional economy in partnership through the County's Revolving Loan Fund Program that was established in 2014. Experity (formerly Practice Velocity Holdings, LLC) is a software development company who received funding in 2013 to purchase a portion of Machesney Park Mall to establish and grow their business. Experity has an excellent repayment record on their loan that is maturing. Experity is requesting an extension of their balance of \$419,387 loan amortized for 7 years at a 6.0% annual interest to assist with the retention of current 680 full-time equivalent (FTE) positions. This balance amount will have a total cost to the County of \$616.75 per employee (680). This loan was originally executed prior to the partnership with RLDC, and had terms of \$700,000 amortized over 10 years at 2% interest rate.

Recommendation:

Administration supports the recommendation as proposed with the terms stated by RLDC for the loan regarding Experity.

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

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

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2023 CR _____

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY
BOARD CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO EXTEND
AN EXISTING LOAN FOR \$419,387 FROM THE REVOLVING LOAN FUND TO
EXPERITY**

WHEREAS, Experity (formerly Practice Velocity Holdings, LLC), founded by Dr. David Stern, is a software development company specializing in proprietary software used in the walk-in medical industry; and

WHEREAS, Experity is located in the Village of Machesney Park, Illinois and owned by multiple investors GTCR Funds, Stern Funds, Warburg Pincus, and various other investors; and

WHEREAS, Experity has been in business as a software development company since 2013, and has a great repayment record on Rockford Local Development Corporation (RLDC) loans; and

WHEREAS, in March 2013, the County of Winnebago, Illinois (County) approved a loan in the amount of seven hundred thousand dollars (\$700,000.00) to the former company, Practice Velocity Holdings, LLC for the purchase of a portion of the Machesney Park Mall for their business; and

WHEREAS, it is estimated that this loan extension will assist in the retention of six hundred eighty (680) full-time equivalent (FTE) employees for the business at a projected cost to the County of six hundred sixteen dollars and seventy-five cents (\$616.75) per employee of the requested balance amount; and

WHEREAS, Experity is requesting funds to extend the existing loan that has matured as recommended by the staff of RLDC, of four hundred nineteen thousand three hundred eighty-seven dollars (\$419,387.00) at six percent (6%) interest amortized over seven (7) years, from the County of Winnebago's Revolving Loan Fund secured by a subordinated mortgage on their property at 8777 Velocity Drive, Machesney Park, Illinois and first lien on general business assets as well as a personal guarantee from Dr. David Stern.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman 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 four hundred nineteen thousand three hundred eighty-seven dollars (\$419,387.00) at six percent (6%) interest amortized over seven (7) years, to Experity secured by a subordinated mortgage on their property

at 8777 Velocity Drive, Machesney Park, Illinois and first lien on general business assets as well as a personal guarantee from Dr. David Stern.

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:

Experity (Teleradiology Holdings, LLC) fka Practice Velocity Holdings, LLC

<p><u>Applicant:</u> Experity (Teleradiology Holdings, LLC) fka Practice Velocity Holdings, LLC</p> <p><u>Location Address:</u> 8777 Velocity Dr. Machesney Park, IL 61115</p> <p><u>Jurisdiction:</u> Village of Machesney Park</p> <p><u>Type of Business:</u> <input type="checkbox"/> New (Start-up) <input checked="" type="checkbox"/> Expansion (Existing)</p> <p><u>Industry:</u> Software Development</p>	<p><u>PIN:</u> 08-30-152-011 (7.86 Acres) 342,506 Sq Ft</p> <p><u>Principal / Officer (%):</u> GTCR Funds (53.5%) Stern Entities (25.61%) Warburg Pincus (10.7%) Various (10.19%)</p> <p><u>Website:</u> https://www.experityhealth.com/</p> <p><u>County Board District #:</u> 6</p> <p><u>County Board Member:</u> Keith McDonald</p>
---	--

<u>Requested County Revolving Loan Fund:</u>					<u>Employees: Current Projected</u>		
<u>Investment(s)</u>				<u>Percentage</u>	<i>Full-Time Equivalent (FTE):</i>	680	0
County:	\$ 419,387.00	7.00%	interest	100.00%			
			5 years				
Owner's:	\$ -			0.00%	<i>Part Time:</i>	0	0
Seller's Finance:	\$ -			0.00%			
EDA Recovery Act:	\$ -			0.00%			
	\$ -			0.00%			
Total Financing of Project:	\$ 419,387.00			100.00%	<i>Within the first 2 years of business operating, from the opening.</i>		
					<u>Total:</u>	680	
***Cost of County funds per projected job created: \$616.75							

Uses of Loan Proceeds:

- To renew and extend the existing loan that has matured.

Revolving Loan Fund

Loan Summary for:

Experity (Teleradiology Holdings, LLC) fka Practice Velocity Holdings, LLC

Description of Business & Project:

Experity (Teleradiology Holdings, LLC) fka Practice Velocity Holdings, LLC (formerly Practice Velocity Holdings, LLC) is a software development company specializing in proprietary software used in the walk-in medical clinic industry. The software was developed and commercialized by Dr. David Stern, the founder of Practice Velocity Holdings, LLC. In March 2013, the County made a \$700,000 loan at 2% interest for 10 years to Practice Velocity Holdings, LLC to induce them to purchase a portion of the Machesney Park Mall to establish and grow its business. The purchase and improvement to the property cost \$6.2 mil with the balance of funding provided by Illinois Bank & Trust. Both the IBT and County loans have impeccable repayment records. The County loan has now matured and is now due in full, but Experity has requested the Note be renewed and extended to avoid hardship to the business that may imperil the 680 jobs employed by Experity.

Subsequent to the original County loan, Practice Velocity has recapitalized its business by soliciting equity investments from two private equity funds, GTCR and Warburg Pincus which diluted Dr. Stern's ownership interest to 25.61% from 100%. By recapitalizing the business, Dr. Stern was able to accelerate the business' growth and create more than 300 local jobs. The private equity investors invested more than \$162 mil into the business. Dr. Stern's ownership interest was also transferred to a family trust that will also guarantee the debt.

Experity is a financially strong and profitable business. Its reported annual revenues exceed \$100 million with a net operating margin in 2021 (latest tax return available) of 10.4%. Moreover, Dr. Stern is a high net worth individual making for a strong secondary source of loan repayment by virtue of his personal guaranty.

RLDC Recommendation:

Staff recommends a \$419,387, term loan to be fully amortized over seven (7) years, at 7.0% for the following reasons:

- 1) Experity employs 680 FTEs which is double the company's employment and projected growth form ten years ago.
- 2) Experity has made complete and timely loan repayments for the entire ten year term of the existing Note.
- 3) Experity is financially strong and profitable resulting in strong likelihood full repayment of the loan will occur.
- 4) Dr. David Stern is a very strong guarantor for the loan creating an excellent source of secondary repayment for the loan.

Revolving Loan Fund

Loan Summary for:

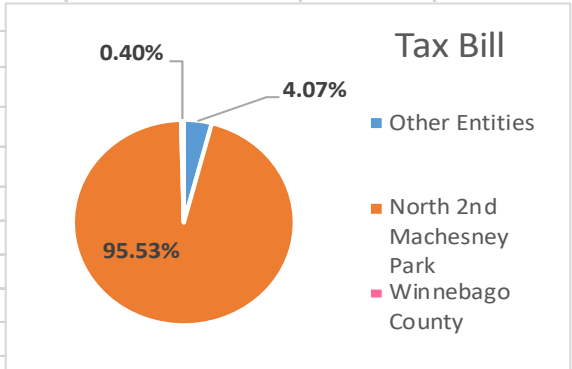
Experity (Teleradiology Holdings, LLC) fka Practice Velocity Holdings, LLC

Other Conditions:

Dr. David Stern will remain a guarantor of the loan.

Site Property Tax Information:

2022	Tax Year Information		Fair Market Value:	Tax Bill	Winnebago County Portion	
	PIN(s):	Acres			Tax	Pension
	08-30-152-011	7.86	\$ 6,593,250.00	\$ 206,600.70	\$ 644.04	\$ 178.12
					\$ -	\$ -
		7.86	\$ 6,593,250.00	\$ 206,600.70	\$ 644.04	\$ 178.12
					\$ 822.16	
					Other Entities	\$ 8,409.18
					North 2nd Machesney Park	\$ 197,369.36
					Winnebago County	\$ 822.16
					TOTAL TAX BILL	\$ 206,600.70
					** This is a designated redevelopment area by the Village of Machesney Park. **	



***The reason why our tax amount is so low on the property tax portion is that this is located in a Tax Increment Financing District (North 2nd TIF Machesney Park)

Revolving Loan Fund

Loan Summary for:

Experity (Teleradiology Holdings, LLC) fka Practice Velocity Holdings, LLC

Strengths & Weaknesses

Strengths

- 1) This Loan would allow the company to have affordable payments, as opposed to a balloon payment that is
- 2) The loan allows for an easier payback option, and avoiding a very large balloon payment.

Weaknesses

- 1) As this is an extension of our portion of the loan it makes the County the sole lender.

Attachments:

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



Office of the Secretary of State
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	05481112
Entity Name	TELERADIOLOGY HOLDINGS, LLC
Status	ACTIVE

Entity Information

Principal Office
8777 VELOCITY DRIVE
MACHESNEY PARK, IL 611150000

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Wednesday, 28 October 2015

Jurisdiction
IL

Duration
PERPETUAL

Agent Information

Name

ILLINOIS CORPORATION SERVICE COMPANY

Address801 ADLAI STEVENSON DRIVE
SPRINGFIELD , IL 62703**Change Date**

Thursday, 18 November 2021

Annual Report**For Year**

2022

Filing Date

Wednesday, 12 October 2022

Managers**Name****Address**EXPERITY, INC.
8777 VELOCITY DRIVE
MACHESNEY PARK, IL 61115**Name****Address**STERN, MD, DAVID E.
8777 VELOCITY DRIVE
MACHESNEY PARK, IL 61115**Assumed Name**

ACTIVE

EXPERITY TELERADIOLOGY

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

[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)

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Fri May 05 2023



Office of the Secretary of State
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	04092902
Entity Name	PRACTICE VELOCITY HOLDINGS, LLC
Status	ACTIVE

Entity Information

Principal Office
8777 VELOCITY DR
MACHESNEY PARK, IL 61115

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Tuesday, 20 November 2012

Jurisdiction
IL

Duration
PERPETUAL

Agent Information

Name ILLINOIS CORPORATION SERVICE COMPANY
Address 801 ADLAI STEVENSON DRIVE SPRINGFIELD , IL 62703
Change Date Thursday, 18 November 2021

Annual Report
For Year 2022
Filing Date Thursday, 27 October 2022

Managers
Name Address EXPERITY, INC. 8777 VELOCITY DR MACHESNEY PARK, IL 61115

Series Name
NOT AUTHORIZED TO ESTABLISH SERIES

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[Adopting Assumed Name](#)

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

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Tue May 09 2023



Office of the Secretary of State
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	00891592
Entity Name	NMN CONSULTANTS, LLC
Status	ACTIVE

Entity Information

Principal Office
8777 VELOCITY DR
MACHESNEY PARK, IL 611150000

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Wednesday, 2 April 2003

Jurisdiction
IL

Duration

Agent Information

Name

ILLINOIS CORPORATION SERVICE COMPANY
Address 801 ADLAI STEVENSON DRIVE SPRINGFIELD , IL 62703
Change Date Thursday, 18 November 2021

Annual Report
For Year 2023
Filing Date Wednesday, 15 March 2023

Managers
Name Address STERN, DAVID 8777 VELOCITY DRIVE MACHESNEY PARK, IL 61115

Assumed Name
ACTIVE EXPERITY CONSULTING
ACTIVE URGENT CARE CONSULTANTS

Old LLC Name
03/31/2011 NATIONAL MED NETWORK, LLC

Series Name
NOT AUTHORIZED TO ESTABLISH SERIES

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[Adopting Assumed Name](#)

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

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

(One Certificate per Transaction)

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Tue May 09 2023



8777 VELOCITY DR

Parcel Number
08-30-152-011

Alternate Parcel Number

Owner Name and Address
PRACTICE VELOCITY HOLDINGS LLC,
8777 VELOCITY DR
MACHESNEY PARK, IL 61115

Property Size

Sq. Feet: 342506 - Acres: 7.86

Property Use

Commercial Office-Impr (0071)

Legal Description

MACHESNEY PARK MALL PLAT 2 PT N1/2 SEC 30-45-2 COMM SW COR LT 4 SW 23.85 FT TO POB TH SE 401 FT SW 390.32 FT NW 58 FT SW 118.47 FT NW 122.43 FT SW 82.88 FT NW 22.47 FT SW 168.65 FT SW APPROX 405.8 FT TO N LN VELOCITY DR NW APPROX 77.87 FT N 372.9 FT NE APPROX 738.49 FT TH SE APPROX 70.99 FT TO POB PT LT 5 & PT NW1/4 SEC 30-45-2 7.88A(c)

Zoning Code: CG**Zoning Class:** undefined**Tax Information**

PRACTICE VELOCITY HOLDINGS LLC,
8777 VELOCITY DR
MACHESNEY PARK, IL 61115

Trust Number:

Year	Fair Market Value	Total Tax Bill	Total Code
2022	\$6,593,250.00	\$206,600.70	416

There are currently no exemptions to display for this PIN

School District**SCHOOLDIST:** Harlem School Dist #122**GRADESCHOOL:** Machesney Park / Marquette**Assessor Information****Township:**

HARLEM

Jon Vaiden

819 Melbourne Ave

Machesney Park, IL 61115

8156339380

Sales History

There is currently no Sales History information available for this PIN

Flood Zone

In/Out	Flood Zone Type
F	X



101806 **Change of Address Form** Date: ___/___/___

08-30-152-011 **New Name / Address**

PRACTICE VELOCITY HOLDINGS LLC
8777 VELOCITY DR
MACHESNEY PARK IL 61115-

Phone: (____) _____ - _____

Reason for Change _____ Signature _____



Property Code Parcel ID
08-30-152-011

1

WINNEBAGO COUNTY TREASURER AND COLLECTOR Ph. No. (815) 319-4400 2022

ABBREVIATED LEGAL DESCRIPTION
MACHESNEY PARK MALL PLAT 2 PT N1/2 SEC 30-45-2 COMM SW

PRACTICE VELOCITY HOLDINGS LLC
8777 VELOCITY DR
MACHESNEY PARK IL 61115-

Formula for Tax Calculation - 2022		Parcel ID: 08-30-152-011
Board of Review Assessed Value		2,197,529
Township Equalization factor	X	1.0000
Board of Review Equalized Value	=	2,197,529
Home Improvement Exemption	-	0
Disabled Vet Adapted Housing Exemption	-	0
Department of Revenue Assessed Value	=	2,197,529
State Multiplier for Winn Cnty	X	1.0000
Revised Equalized Value	=	2,197,529
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
General Homestead Exemption	-	0
Senior Citizen (over 65) Exemption	-	0
Disabled Person / Disabled Vet Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	2,197,529
Tax Rate for Tax Code 416	X	9.4015
Calculated Tax	=	\$206,600.69
Abatements	-	0
Non AD Valorem Tax	+	0.00

06/02/2023 \$103,300.35

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

Township Assessor Phone Number: 815-633-9380 **TOTAL TAX DUE: \$206,600.70**



Property Code Parcel ID
08-30-152-011

Location of Property: 8777 VELOCITY DR Fair Market Value: 6,593,250

PRACTICE VELOCITY HOLDINGS LLC
8777 VELOCITY DR
MACHESNEY PARK IL 61115-

Taxing Body	Prior Rate	Prior Tax	Current Rate	Current Tax
WINNEBAGO COUNTY	0.7054	692.63	0.6559	644.04
- PENSION	0.1978	194.22	0.1814	178.12
FOREST PRESERVE	0.0993	97.51	0.0961	94.36
- PENSION	0.0048	4.71	0.0032	3.14
HARLEM TOWNSHIP	0.1025	100.64	0.1011	99.27
MACHESNEY PARK VILLAGE	0.0000	0.00	0.0000	0.00
NORTH PARK FIRE	0.4185	410.93	0.5945	583.74
FOUR RIVERS SANITATION AUTH	0.1731	169.97	0.1593	156.42
NORTH SUBURBAN LIBRARY	0.2609	256.17	0.2565	251.86
- PENSION	0.0168	16.50	0.0165	16.20
GREATER RKFD AIRPORT	0.0811	79.63	0.0800	78.55
- PENSION	0.0144	14.14	0.0126	12.37
HARLEM SCHOOL DIST 122	6.4765	6,359.27	6.3436	6,228.78
- PENSION	0.3824	375.48	0.3811	374.20
COMMUNITY COLLEGE 511	0.4564	448.14	0.4701	461.59
- PENSION	0.0000	0.00	0.0061	5.99
HARLEM TWSP ROAD	0.0440	43.20	0.0435	42.71
NORTH 2ND TIF MACHESNEY PAF	0.0000	183,550.02	0.0000	197,369.36
Totals:	9.4339	192,813.16	9.4015	206,600.70

09/08/2023 \$103,300.35

TIF District

2

COMPANY

Our Story

Connecting patients and providers through game-changing technology.

Vision

We power the patient-centered healthcare revolution.

Driven by the power of efficiency, the spirit of innovation, and the relentless focus on putting people at the heart of healthcare, our **technology solutions work for urgent care**. While you take care of your patients, we're finding ways to improve your business.



Effective solutions that solve urgent care-specific challenges



Resources that bring game-changing technology and services to the market faster



People that understand the business of on-demand healthcare



Technology that boosts urgent care efficiency

Values

Shared goals keep our team singularly focused.

Every morning at Experity you can hear the same words spoken out loud by everyone in every office across the country. United by the same values, we know where we want to go, and how to get there.



Team First



Lift Others Up



Hey there, what can I help you find?





Delight the Client

People

Our people make us distinctly powerful and powerfully distinct.

Our team is comprised of problem-solvers and change-makers with big ideas and a determination to impact healthcare in positive ways for practitioners and patients. Whether they're supporting a customer, developing a new software solution, or making sure your connections are compliant, they give their all to make clinics runs smooth and improve patient satisfaction.

Collectively, they impact your business, our business, and the industry in positive ways – and we couldn't be prouder.

[Meet Our Leadership](#)

Be part of a proven network

50% of urgent care clinics choose Experity as their operating system and trusted advisor



[Clinic >](#)

[Deliver care seamlessly and efficiently to focus on what matters most: your patients](#)

[150 MILLION PATIENTS SEEN](#)



[Business >](#)

[Drive better business outcomes to reduce costs and increase revenue](#)

[\\$3B IN COLLECTIONS FOR RCM CLIENTS OVER THE LAST 5 YEARS](#)



[Community >](#)

[Interact and share impactful information with your peers](#)

[5,700+ URGENT CARE CLINICS NATIONWIDE](#)



LOCATIONS

Experty has 7 locations across the country.

While our roots are in the Midwest, our team of passionate people power the urgent care market coast to coast.

Transformational Innovation

We're committed to changing healthcare for the better with transformational innovation that removes complexities, simplifies operations, and keeps patients at the center of the solutions we build and the services we provide.

We have the **resources and expertise** to move forward with confidence, speed, and deliberate attention, offering unprecedented outcomes for patients, providers, and operators.

Ready to elevate your urgent care performance?

We can help.

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Join over 20,000 healthcare professionals who receive our monthly newsletter that contains news updates and access to important urgent care industry resources.

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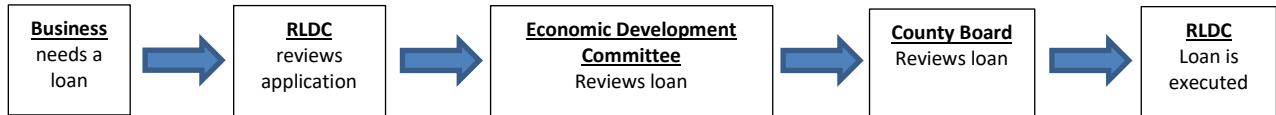
[ONC Certification](#) [Privacy Policy](#) [Sitemap](#) [Transparency in Coverage Rule](#)

Winnebago County Revolving Loan Fund (RLF) Program Overview

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

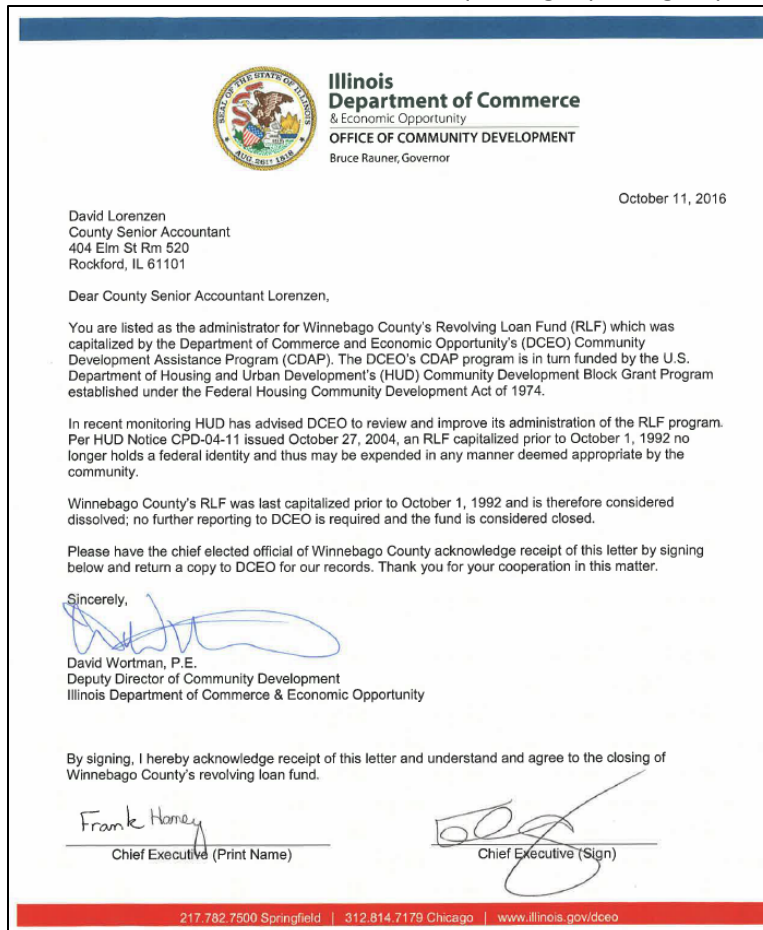
REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



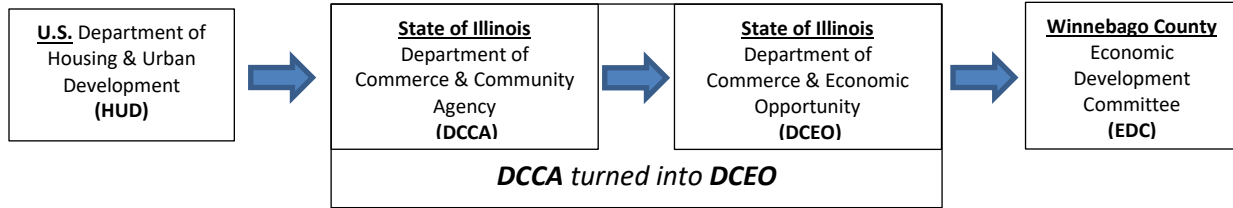
- Program is used for Gap Financing, examples of use...
 - Land & Building
 - Equipment & Machinery
 - Working Capital

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



Winnebago County Revolving Loan Fund (RLF) Program Overview

Origin of Funding for Revolving Loan Fund Program



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

For ARPA or CIP Projects

Prepared By: Purchasing Department for Facilities
Committee Name: Operations and Administrative Committee
Committee Date: May 18, 2023
Board Date: May 25, 2023
Resolution Title: Resolution to Approve Addition of HVAC Control to Air Handlers and Replacing Thermostats for River Bluff Nursing Home Using CIP 2023 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$160,000
If not, originally budgeted, explain the funding source?	CIP 2023 GENERAL FUND
If ARPA or CIP funded, original Board approved amount?	\$160,000
Over or Under approved amount? UNDER	By: \$60,959
Reason for ARPA or CIP increase?	
If ARPA funded, was it approved by Baker Tilly?	N/A
ORG/OBJ/Project Codes: 82200-46320-C2310	Descriptor: HVAC Control
82200-46320-C2311	Thermostats
Budget Impact?	\$ 99,041

Background Information: River Bluff Nursing Home's HVAC system is in need of air handler controllers and upgrading of the pneumatic room thermostats with electric thermostats. Alpha Controls and Services is the authorized dealer for our current Building Maintenance System. Facilities Engineer, Shawn Franks, recommends repair/upgrade versus full system replacement, per quote from Alpha Controls and Services (see Resolution Exhibit A), which requires a Sole Source Justification Form (see Resolution Exhibit B).

Recommended By: Shawn Franks, Facilities Engineer

SAO Reviewed: N/A

Contract/Agreement Information: N/A

Follow-Up Steps: The Purchasing Department will issue a County Purchase Order to Alpha Controls & Services.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2023 CR

**RESOLUTION TO APPROVE ADDITION OF HVAC CONTROL TO AIR HANDLERS AND REPLACING THERMOSTATS
FOR RIVER BLUFF NURSING HOME USING CIP 2023 FUNDS**

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

WHEREAS, River Bluff Nursing Home needs to add HVAC control to air handlers and replace multiple pneumatic thermostats with electric; and,

WHEREAS, the Facilities Department received proposal from the County's current Building Maintenance System provider, Alpha Controls and Services; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposal received for the aforementioned project and recommends awarding this purchase to:

ALPHA CONTROLS & SERVICES
4104 CHARLES STREET
ROCKFORD, ILLINOIS 61108

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a Purchase Order, on behalf of the County of Winnebago, to ALPHA CONTROLS & SERVICES, 4104 CHARLES ST, 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 Director of Purchasing, Finance Director, Facilities Engineer, River Bluff Nursing Home Administrator, 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

PROPOSAL



Proposed By
Phil Voigt

Director, Engineering Solutions
M: 815-520-4424
E: philv@alphaacs.com

Proposal for Temperature Controls
River Bluff Nursing Home AHU-E Controls Replacement

Proposal #: ACS23-4280
Proposal Date: April 18, 2023

Base Bid

This is an extension of the existing Schneider Electric control system by Alpha Controls & Services

General Conditions

- Startup, checkout, Owner training, commissioning, and warranty as specified (1 year standard)
- Provide graphics, trends, and alarms for a browser-based control system that provides remote access to the building system including the following: Text alarms, historical trend data and click and drag scheduling of equipment for weekdays, holidays, and special events
- NOTE: Owner to maintain IT system to support browser-based graphics

AHU-E & Reheats Lower-Level Controls

- Schneider Electric BACnet DDC controller in a pre-wired local control panel
- Furnish and install conduit and cable from local control panel to equipment
- Provide communications cable to local control panel
- Provide 120v power to local control panel
- Single point temperature sensor
- Averaging temperature sensor (Typical of 3)
- Duct mounted relative humidity transmitter (Typical of 2)
- Duct mounted CO2 sensor
- Manual reset low limit thermostat (Typical of 2)
- Relays for addressable smoke detectors (Typical of 2)
- Duct mounted relative humidity switch
- Air flow switch
- Humidifier control signal
- Duct mounted differential pressure transmitter
- Immersion temp sensor (Typical of 6)
- Start/stop relay and current switch (Typical of 7)
- Modulating spring return 24v damper actuator (Typical of 3)
- Modulating globe valve with 24v spring return actuator (Typical of 2)
- Reheat coil unitary control valve (Typical of 10)
- Reheat coil discharge air temperature sensor (Typical of 10)
- Combination room temp & CO2 BACnet MSTP thermostat
- Provide thermostat rough in
- Provide power & communication cable to thermostat
- **Mechanical Work**
 - Install immersion temperature sensor (Typical of 6)
 - Mechanical labor to replace 3-way AHU valve
 - Mechanical labor to replace angle valve

Corporate HQ:
4104 Charles Street
Rockford, IL 61108

Springfield Office:
2867 Via Verde
Springfield, IL 62703

Champaign Office:
2110 Clearlake Boulevard Suite #101
Champaign, IL 61822

Wisconsin Office:
8845 S. Greenview Drive #2
Middleton, WI 53562

PROPOSAL



- Reinsulate control valves as required to match existing (Typical of 2)
- Mechanical labor to replace 3-way unitary valve (Typical of 10)
- Demo existing pneumatic panel & pneumatic tubing to 8' above finished floor

AHU-E Reheats Upper-Level Controls

- Network controller installed in a field-wired local control panel
- Provide communications cable to local control panel
- Provide 120v power to local control panel
- Combination room temp & CO2 BACnet MSTP thermostat (Typical of 9)
- Provide thermostat rough in (Typical of 9)
- Provide power & communication cable to thermostat (Typical of 9)

Exclusions

- Fire and/or fire/smoke dampers, life safety products and/or electrical or sheet metal installation labor
- Access doors, patching and/or painting
- Overtime and/or Shift/Premium Time
- Bonding and Permits
- Federal, State and Local Taxes
- Smoke detectors and/or modifications to fire alarm system
- VFD's, starters, and power wiring by others except as specified above
- Draining, cleaning, and/or flushing piping systems
- Emergency Power
- Any/all liquidated damages
- BIM Modeling
- Asbestos testing/mitigation not included. Owner to provide ACM testing & mitigation of existing system if required
- Control/replacement of any equipment not specified above not included in pricing
- This proposal is valid for 30 days and assumes completion in 2023

Base Bid: \$99,041

(Sales tax not included.)

The standard terms and conditions of sale are attached and are a part hereof:

Proposed By

Accepted By

Name Phil Voigt

Name _____

Title Director, Engineering Solutions

Title _____

Company Alpha Controls & Services, LLC.

Company _____

Date 4/18/2023

Date _____

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERS SIDE HEREOF; AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS

Corporate HQ:
4104 Charles Street
Rockford, IL 61108

Springfield Office:
2867 Via Verde
Springfield, I 62703

Champaign Office:
2110 Clearlake Boulevard Suite #101
Champaign, IL 61822

Wisconsin Office:
8845 S. Greenview Drive #2
Middleton, WI 53562

PROPOSAL



All goods, services, and Firmware furnished by Alpha Controls & Services ("Supplier") are governed by these standard terms and conditions, and every agreement or other undertaking by Supplier is expressly conditioned on assent hereto by the buyer, and any end user with whom Supplier undertakes to deal, of Supplier's goods, services, and Firmware ("Customer"). These standard terms and conditions supersede all inconsistent printed terms submitted by Customer prior to Supplier's order acknowledgment. They may be varied only by a typed or legibly handwritten notation on the face of Supplier's quotation or order acknowledgment, Customer's purchase order form, or similar documents. Product and sales policy sheets and the like published from time to time by Supplier shall supplement but not supersede these standard terms and conditions. SUPPLIER IS NOT BOUND TO FURNISH ITS GOODS, SERVICES OR FIRMWARE EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACKNOWLEDGMENT, FIRM QUOTATION, OR OTHER SIMILAR DOCUMENT ISSUED OVER THE SIGNATURE OF AN AUTHORIZED EMPLOYEE OF SUPPLIER. SUPPLIER'S REPRESENTATIVES, DISTRIBUTORS, DEALERS AND OTHER NON-EMPLOYEES HAVE NO AUTHORITY TO BIND SUPPLIER.

1. **Firmware.** The terms "goods" as used herein shall include Firmware which shall mean the set of instructions, consisting of symbolic language, processes, logic, routines, and programmed information in the form of firm or soft media relating to any of the goods and all revisions and modifications thereof.
2. **Price/Delivery Terms.** Unless otherwise provided on Supplier's order acknowledgment, price and delivery terms are FOB Supplier's plant and do not include sales, use, or other taxes. Supplier may, at its option, make partial shipments and invoice for same.
3. **Payment/Credit/Security.** Payment terms for buyers with a credit standing deemed adequate by Supplier are net 30 days from date of invoice. Supplier shall be entitled to charge interest thereafter at a rate permitted by law, but in no event to exceed 1½% per month. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contracts with Customer, revoke its extension of credit to Customer, reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds therefrom) furnished by Supplier to Customer, and take any other steps necessary or desirable to secure Supplier with respect to Customer's payment for goods and services furnished or to be furnished by Supplier.

In the event Customer for any reason withholds payment of any amount due Supplier, Supplier may declare itself insecure and suspend further shipment to Customer until Customer places the withheld amount in escrow and gives adequate security for further shipment or until Customer satisfies Supplier that Customer was entitled to withhold such amount. Supplier shall be entitled to recover from Customer all costs, including reasonable attorney's fees, incurred by Supplier in connection with the collection of any amount due Supplier.

4. **Cancellation by Customer.**
 - (a). Except as provided in sub-paragraph (b) below, Customer's wrongful non-acceptance or repudiation of a contract to purchase Supplier's goods or services shall entitle Supplier to recover the price or, where an action for the price is not permitted by law, damages, as provided by law, including Supplier's lost profits. In this connection all goods purchased and all services furnished by Supplier in complete or partial fulfillment of a special order from Customer shall be deemed identified to the contract between Supplier and Customer.

(b). Customer's wrongful non-acceptance or repudiation of a contract to purchase from Supplier goods which Supplier generally carries in inventory as stock items (or which are otherwise readily resalable by Supplier at a reasonable price) shall entitle Supplier to recover damages, as provided by law, including Supplier's lost profits.

5. **Warranty.** Supplier warrants that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by Supplier. Except for goods and services furnished by Supplier through its employees arising out of orders solicited by Supplier's Representatives and duly accepted by Supplier, Supplier does not warrant, and shall not be liable for, the quality of any goods or services furnished or to be furnished by representatives, distributors, dealers or other non-employees of Supplier.

As a matter of general warranty policy, Supplier honors an original buyer's warranty claim in the event of failure, within 12 months from the day of delivery by Supplier to the site for Alpha Controls & Services equipment and for Building Management Systems goods, which have been installed and operated under normal conditions and in accordance with generally accepted industry practices. This general warranty policy may be expanded or limited for particular categories of products or customers by information sheets published by Supplier from time to time:

The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER.

In case of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the sole and exclusive remedies therefore shall be, at Supplier's option, (1) repair, (2) replacement, or (3) payment of or credit for the purchase price (less reasonable depreciation based upon actual use) upon return of the non-conforming goods or parts.

Return authorization must be obtained from Supplier prior to the return of any defective material. All unauthorized returns will be sent back, freight collect, to the Customer. All returns must be made with transportation prepaid by the Customer. Supplier's examination of the units must disclose to its satisfaction that defects exist and have not been caused by misuse, neglect, improper installation, repair, alteration or accident before replacement is made or credit issued.

6. **Force Majeure.** Supplier and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Supplier impractical: strike, riots, fires, war, late or non-delivery by suppliers to Supplier, and all other contingencies beyond the reasonable control of supplier.
7. **No Consequential Damages.** Under no circumstances shall Supplier be liable to any person (including distributor) for loss of use, income, or profit or for incidental, special or consequential or other similar damages, arising, directly or indirectly out of or occasioned by the sale, operation, use, installation, repair or replacement of the goods or services, whether such damages are based on a claim of breach of express or implied warranties (including merchantability or fitness for a particular purpose), tortious conduct (including negligence and strict liability) or any other cause of action, except only in the case of personal injury where applicable law requires such liability.
8. **Governing Law.** The law of the State of Illinois shall govern all transactions to which these standard terms and conditions apply.
9. **Prices** in this quotation remain in effect for 30 days from date of issue.

Corporate HQ:
4104 Charles Street
Rockford, IL 61108

Springfield Office:
2867 Via Verde
Springfield, IL 62703

Champaign Office:
2110 Clearlake Boulevard Suite #101
Champaign, IL 61822

Wisconsin Office:
8845 S. Greenview Drive #2
Middleton, WI 53562



SOLE SOURCE JUSTIFICATION FORM

(PLEASE COMPLETE AND ATTACH TO MUNIS REQUISITION)

ORG-OBJ-PROJECT#		REQUESTING DEPARTMENT	Maintenance
MANUFACTURER	Alpha	PRODUCT	<input checked="" type="checkbox"/> SERVICE <input checked="" type="checkbox"/>

DESCRIBE ITEM OR SERVICE BEING JUSTIFIED AND ITS FUNCTION:

Upgrading Controls that are obsolete and adding Electronic thermostats to RBNH

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	Alpha Controls	CONTACT	Phil Voigt
EMAIL or PHONE	philv@alphaacs.com	WEBSITE	

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

Alpha Controls is the existing Company for our BMS (Building Management System). We currently have these controls in 13 buildings. We would need to gout for bid to replace entire BMS.

WHAT STEPS WERE TAKEN TO VERIFY THESE U N I Q U E FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS and/or MANUFACTURERS EXAMINED or CONSIDERED? (Please list below)

5/5/2023
 DEPARTMENT APPROVAL DATE

5-5-23
 PURCHASING REVIEWED DATE

5-5-2023
 COU ADMR OR CFO REVIEWED DATE

**PUBLIC WORKS
COMMITTEE**



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Thursday, May 25, 2023

Resolution Title:

(23-017) Resolution Amending a Local Agency Resolution of Intent to Retire General Obligation Bonds with Motor Fuel Tax Funds for Improvements to County Highways

County Code: PWC Resolution #23-017

Board Meeting Date: Thursday, May 25, 2023

Budget Information:

Was item budgeted? yes	Appropriation Amount: \$ 3.14 mil
If not, explain funding source:	
ORG/OBJ/Project Code: 0721/85600	Budget Impact: \$1.3 mil FY2023

Background Information:

This will modify the projects included in the 2020 resolution as follows: in addition to Baxter Rd (East of I-39) completed in 2021-2022, it will add the Best Road widening & resurfacing from IL 75 to Lake Summerset scheduled for 2023, and take out the Kishwaukee Road project completed in 2020, which per IDOT is a non-bondable project. The County sold \$2,590,000 in bonds in 2020, and with the premium at close, the County received \$3,138,107.18 for highway construction. The bond, fees and interest will be paid with MFT and Federal Aid Match funds.

Recommendation:

Approval is recommended, as it is required by IDOT for using MFT funds to repay the bond.

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up:

Will submit to the State for approval

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

23-CR-XXX

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

**RESOLUTION AMENDING A LOCAL AGENCY RESOLUTION OF INTENT TO RETIRE
GENERAL OBLIGATION BONDS WITH MOTOR FUEL TAX FUNDS FOR IMPROVEMENTS
TO COUNTY HIGHWAYS**

WHEREAS, a Local Public Agency Resolution of Intent to finance highway projects with the proceeds of a General Obligation Bond was previously adopted by the County Board on March 12, 2020 (resolution 2020-CR-037); and

WHEREAS, this Local Public Agency Resolution of Intent to Retire General Obligation Bonds with Motor Fuel Tax Funds to finance highway projects revises the list of projects to include Baxter Road (section 14-00563-00-WR) and Best Road (section 23-00716-00-RS) and deletes Kishwaukee Road (section 20-00000-02-GM); and

WHEREAS, the County of Winnebago (hereafter known as "COUNTY") has programmed improvements in 2023 for Best Road from IL Route 75 to Lake Summerset and completed the Baxter Road improvements in 2021-2022; and

WHEREAS, proceeds from the bond sale and premium at closing in the amount of \$3,138,107.18 will be used for the projects listed above; and the COUNTY plans to repay said bond, and the interest thereon, from its allotment of Motor Fuel Tax and Federal Aid Match; and

WHEREAS, it would be in the public interest to approve the attached "Local Public Agency Resolution of Intent MFT/G.O. Bond" (IDOT form BLR 09112) and to transmit said form to the Illinois Department of Transportation.

NOW THEREFORE BE IT RESOLVED that the proceeds from the bond sale in the amount of \$3,138,107.18 be used for Baxter Road (section 14-00563-00-WR) and for Best Road (section 23-00716-00-RS) improvements; and

BE IT FURTHER RESOLVED by the County Board of the County of Winnebago, Illinois that the Clerk of the County Board is authorized to sign and transmit to the Illinois Department of Transportation a "Local Public Agency Resolution of Intent MFT/G.O. Bond" (IDOT form BLR 09112) in substantially the form attached hereto.

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars

Chris Scrol

Chris Scrol

Jim Webster

Jim Webster

John Penney

John Penney

John Guevara

John Guevara

Kevin McCarthy

Kevin McCarthy

The County Board of the County of Winnebago, Illinois this _____ day of _____, 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 Resolution of Intent
MFT/G.O. Bond

Resolution Number [] Bond Section Number 20-00000-01-GB

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

Table with 3 columns: Name of Street(s)/Road(s), Section Number, Description of Improvement. Rows include Baxter Road I-39 to Mulford and Best Road IL Rte 75 to Lake Summerset Rd.

BE IT FURTHER RESOLVED, 1. That the proposed improvement(s) shall be financed with the proceeds of a General Obligation bond, and that it is the intention of the County of Winnebago to retire all or a portion of such bonds, together with interest thereon, from the County allotment of the Motor Fuel Tax funds. 2. The total bond issue is over 10 years, and is in the amount of three million six hundred thousand Dollars (\$3,600,000.00).

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.

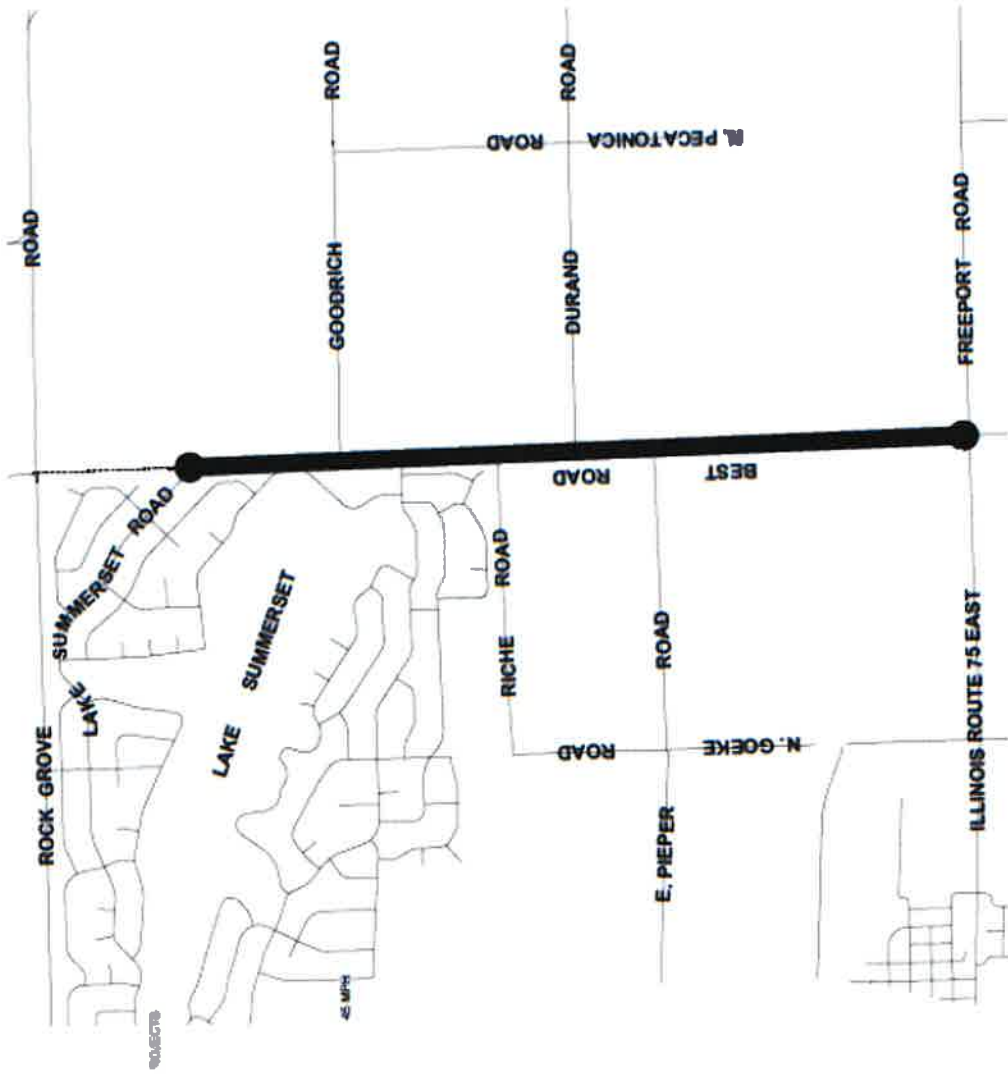
I, Lori Gummow, County Clerk in and for said County of Winnebago in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by Board of Winnebago at a meeting held on May 25, 2023.

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 Resident Engineer Signature & Date Department of Transportation []





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 16, 2023

Resolution Title:

(23-018) Resolution Authorizing the Award of Bid for the Annual Concrete Pavement Patching (Section: 23-00000-01-GM)

Board Meeting Date: Thursday May 25, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount: \$ 350,000
If not, explain funding source: 464-46330		
ORG/OBJ/Project Code:	Budget Impact: \$ 216,403.25	

Background Information:

This for an annual maintenance activity involving pavement concrete patching at various locations.

Recommendation:

Approval recommended

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 BID FOR
THE ANNUAL CONCRETE PAVEMENT PATCHING
(SECTION: 23-00000-01-GM)**

WHEREAS, the County of Winnebago has plans to perform Portland Cement Concrete (PCC) patching at various locations within the County; and

WHEREAS, in connection with said project, five bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on May 9, 2023 for Section 23-00000-01-GM with the low bid being from Stenstrom Excavation & Blacktop in the amount of \$216,403.25; and

WHEREAS, it would be in the public interest to award this project to the low bidder Stenstrom Excavation & Blacktop in the amount of \$216,403.25.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on May 9, 2023 for Section 23-00000-01-GM from Stenstrom Excavation & Blacktop in the amount of \$216,403.25 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Stenstrom Excavation & Blacktop for the above noted work; and

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

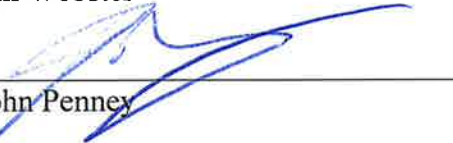


Chris Scrol

Angela Fellars

Chris Scrol

Jim Webster



John Penney

Jim Webster

John Penney

John Guevara



Kevin McCarthy

John Guevara

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



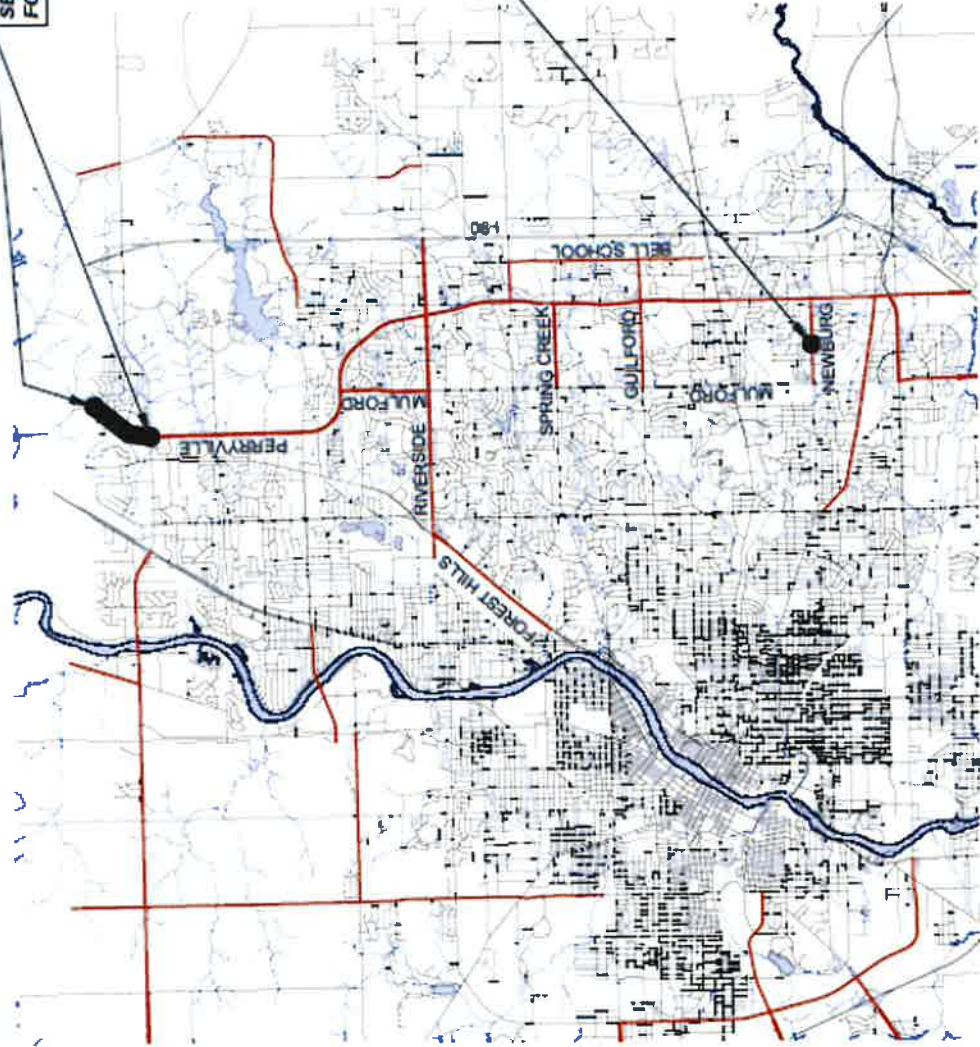
Tabulation of Bids

Local Public Agency: COUNTY
 County: WINNEBAGO
 Section: 23-00000-01-CM
 Estimate:
 Date: 5/9/2023
 Time: 10:00 AM
 Appropriation: MFT

Item No.	Item	Unit	Quantity	Name of Bidder:		Address of Bidder:		Stensrom Excavation & Blincktop		N-TRAK Group, LLC		GM Sipes Construction, Inc.		Trigon Construction, Inc.		Alliance Contractors, Inc.	
				2422 Center St. Rockford, IL 61108	1523 Windsor Rd. Loves Park, IL 61111	503 E. Adams St. P.O. Box 109 Rydahlville, IL 62681	1975 Pavia Rd. POB 235 W Chicago, IL 60186-0235	1166 Lako Ave Woodstock, IL 60098									
				Proposal Guarantee: Terms:													
				Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
40604010	HWA SC IL-S.FG D N50	TON	7.5	460.0000 \$	3,450.00	500.0000 \$	3,750.00	500.0000 \$	3,750.00	500.0000 \$	3,750.00	500.0000 \$	3,750.00	1,450.0000 \$	10,875.00		
42000600	WELDED WIRE REINF	SY	670	11.5000 \$	7,705.00	8.5000 \$	5,695.00	15.0000 \$	10,080.00	15.0000 \$	10,080.00	15.0000 \$	10,080.00	7.0000 \$	4,685.00		
44000157	HWA SURF REW 2	SY	40	55.0000 \$	2,200.00	25.0000 \$	1,000.00	60.0000 \$	2,400.00	60.0000 \$	2,400.00	60.0000 \$	2,400.00	65.0000 \$	2,600.00		
44000500	COMB CURB GUTTER REM	FT	168	17.0000 \$	2,856.00	25.0000 \$	4,200.00	4.200.00	705.60	4.200.00	705.60	4.200.00	705.60	15.0000 \$	2,520.00		
43003100	MEDIAN REM	SY	3	233.0000 \$	699.00	330.0000 \$	990.00	990.00	2,970.00	990.00	2,970.00	990.00	2,970.00	300.0000 \$	900.00		
40600990	TEMP RAMP	SY	40	74.0000 \$	2,960.00	60.0000 \$	2,400.00	2,400.00	960.00	2,400.00	960.00	2,400.00	960.00	35.0000 \$	1,400.00		
44200944	CL B PATCH T-8	SY	84	175.0000 \$	14,700.00	215.0000 \$	18,060.00	18,060.00	18,060.00	220.0000 \$	18,480.00	220.0000 \$	18,480.00	293.0000 \$	24,612.00		
44200956	CL B PATCH T2 9	SY	245	172.0000 \$	42,140.00	215.0000 \$	52,675.00	52,675.00	52,675.00	225.0000 \$	55,125.00	225.0000 \$	55,125.00	350.0000 \$	85,750.00		
44200962	CL B PATCH T3 9	SY	249	170.0000 \$	42,579.00	215.0000 \$	53,535.00	53,535.00	53,535.00	225.0000 \$	55,025.00	225.0000 \$	55,025.00	300.0000 \$	74,790.00		
44200964	CL B PATCH T4 9	SY	302	170.0000 \$	51,340.00	215.0000 \$	64,930.00	64,930.00	64,930.00	225.0000 \$	67,950.00	225.0000 \$	67,950.00	300.0000 \$	90,600.00		
44201298	DOWEL BARS 1 1/4	EA	1464	10.0000 \$	14,640.00	13.0000 \$	19,032.00	19,032.00	19,032.00	7.5000 \$	10,980.00	7.5000 \$	10,980.00	25.0000 \$	36,600.00		
44213204	TIE BARS 3/4	EA	231	6.7500 \$	1,559.25	15.0000 \$	3,465.00	3,465.00	3,465.00	5.0000 \$	1,155.00	5.0000 \$	1,155.00	15.0000 \$	3,465.00		
X6015600	PIPE UNDERDRAIN 4 MOD	FT	85	72.0000 \$	6,120.00	20.0000 \$	1,700.00	1,700.00	1,700.00	40.0000 \$	3,400.00	40.0000 \$	3,400.00	25.0000 \$	2,125.00		
60260100	INLETS ADJUST	EA	1	1,450.0000 \$	1,450.00	60.0000 \$	60.00	60.00	60.00	500.0000 \$	500.00	500.0000 \$	500.00	500.0000 \$	500.00		
60605000	CONC C&G T86 24	FT	168	44.0000 \$	7,392.00	62.0000 \$	10,416.00	10,416.00	10,416.00	66.0000 \$	11,136.00	66.0000 \$	11,136.00	71.5000 \$	12,012.00		
X6051100	CONC MED T59 SPL	SY	3	115.0000 \$	345.00	1,000.0000 \$	3,000.00	3,000.00	3,000.00	450.0000 \$	1,350.00	450.0000 \$	1,350.00	500.0000 \$	1,500.00		
67100100	MOBILIZATION	LSUM	1	6,368.0000 \$	6,368.00	6,000.0000 \$	6,000.00	6,000.00	6,000.00	13,000.0000 \$	13,000.00	13,000.0000 \$	13,000.00	23,325.0000 \$	23,325.00		
70109100	TRAF CONT COMPL	LSUM	1	7,900.0000 \$	7,900.00	18,000.0000 \$	18,000.00	18,000.00	18,000.00	30,000.0000 \$	30,000.00	30,000.0000 \$	30,000.00	50,000.0000 \$	50,000.00		
Total Bid:				As Road		As Calculated		268,230.50		268,230.50		268,230.50		311,215.00		389,244.00	
				216,403.25		216,403.25		268,960.00		268,960.00		311,215.00		389,244.00			

2023 PCC Patching Program

PERRYVILLE ROAD
STA 525+01 TO 560+69
SEE SHEETS 4 TO 7
FOR LOCATIONS



NEWBURG ROAD
STA 213+70 TO STA 214+90
SEE SHEET 8 FOR LOCATIONS

NEWBURG ROAD ADT: 12,500 (2020) 3% TRUCKS
FUNCTIONAL CLASSIFICATION: OTHER PRINCIPAL ARTERIAL
DESIGN SPEED: 45 MPH
DESIGN POLICY: 3R

PERRYVILLE ROAD ADT: 8,950 (2017) 3% TRUCKS
FUNCTIONAL CLASSIFICATION: MAJOR COLLECTOR
DESIGN SPEED: 45 MPH
DESIGN POLICY: 3R



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 16, 2023

Resolution Title:

(23-019) Resolution Authorizing an Agreement with Willett Hofmann & Associates, Inc. to Provide Construction Engineering Services for Guilford Road Culvert in Rockford Township. (Section 21-09119-00-BR)

Board Meeting Date: Thursday, May 25, 2023

Budget Information:

Was item budgeted?	N/A	Appropriation Amount:	\$ 39,311
If not, explain funding source:			
ORG/OBJ/Project Code:	468 (Township Bridge)	Budget Impact:	\$0

Background Information:

The County Board awarded the bid for construction on 4/27/2023 for this Rockford Township project, which consists of rehabilitating a box culvert on Guilford Road over Keith Creek. This resolution & agreement is for construction inspection services. The project is funded by the Township Bridge program (80%) and Rockford Township local funds (20%).

Recommendation:

Approval is recommended.

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 WILLETT HOFMANN &
ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ENGINEERING SERVICES
FOR THE GUILFORD ROAD CULVERT REHABILITATION PROJECT
IN ROCKFORD TOWNSHIP. (SECTION 21-09119-00-BR)**

WHEREAS, the Winnebago County Board, on behalf of Rockford Township, as required by the Illinois Department of Transportation awarded a bid for construction of the above mentioned project at its regular scheduled meeting on April 27, 2023; and

WHEREAS, Willett, Hofmann & Associates, Inc. has agreed to provide construction engineering, materials testing and documentation services for this project at a price of \$39,311.00; and

WHEREAS, funding for this project is provided by the Township Bridge Program (80%) and by Rockford Township (20%); and

WHEREAS it would be in the public interest to enter into the attached Local Public Agency Engineering Services Agreement (AGREEMENT) to provide construction engineering and material testing for the Guilford Road Box Culvert over Keith Creek Rehabilitation for the not to exceed price of \$39,311.00.

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 Local Public Agency Engineering Services Agreement with Willett, Hofmann & Associates, Inc. at a not to exceed price of \$39,311.00, 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

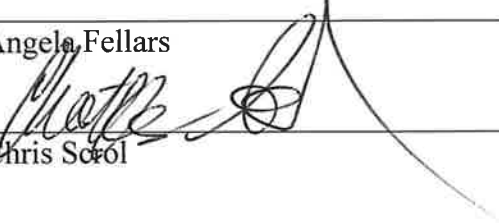
AGREE

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


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 Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Winnebago County	Winnebago	21-09119-00-BR	
Project Number	Contact Name	Phone Number	Email
	Carlos Molina, PE	(815) 319-4000	cmolina@wincoil.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Guilford Road	FAU 5053	0.11 Mi	101-5088
Location Termini			<input type="button" value="Add Location"/>
Station 17+25 to Station 22+50			<input type="button" value="Remove Location"/>

Project Description

Construction Inspection for the rehabilitation of a 12' X 8' double barrel reinforced concrete box culvert and approach roadway work thereto.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Willett Hofmann & Associates, Inc.	Brian K. Converse	(815) 284-3381	bconverse@willetthofmann.com
Address	City	State	Zip Code
809 East Second Street	Dixon	IL	61021

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 (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- EXHIBIT E - Subconsultant Proposal - TSC
- _____
- _____

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, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. 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 US 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.
8. 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.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That 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 Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. 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.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) 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 in all previous partial payments made to the ENGINEER.
- (2) 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 STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. 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:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + 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 FF = (0.33 + R) DL + %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.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. 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. 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.
2. 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 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. 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.
3. 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 materials 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.

4. 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 prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for 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.
5. 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.
6. 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.
7. 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, local) terminated for cause or default.

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

8. 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 included but are not limited to: acts of God or a public enemy; acts 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.

9. 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 or 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 the 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 statute conviction for a violation occurring in the workplace no later than five (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 to 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) 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 projects. 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.

- 10. 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).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Willett Hofmann & Associates, Inc.	36-2600957	\$36,086.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Testing Service Corporation	35-0937582	\$3,225.00
Subconsultant Total		\$3,225.00
Prime Consultant Total		\$36,086.00
Total for all work		\$39,311.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type

Title

Clerk

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett Hofmann & Associates,	Winnebago	21-09119-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

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

- Pre-Construction
- Resident Services
- Construction Guidance
- Pay Estimates
- Shop Drawing Review
- Change Orders
- Project Record Drawings
- Quality Control & Material testing
- Meeting & Administration
- Project Closeout
- Materials Testing - Testing Service Corporation

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett Hofmann & Associates,	Winnebago	21-09119-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Project to begin May 1st and estimated completion at the end of August.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett Hofmann & Associates,	Winnebago	21-09119-00-BR

**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)



EXHIBIT D
 COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
 FIXED RAISE

Local Public Agency Winnebago County Highway Department	County Winnebago	Section Number 21-09119-000-BR
Prime Consultant (Firm) Name Willett, Hofmann & Associates, Inc.	Prepared By Brian K. Converse	Date 4/28/2023
Consultant / Subconsultant Name Willett, Hofmann & Associates, Inc.	Job Number 1361D21	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Construction Engineering Services for TR 71 (Guildford Road) over Keith Creek, in Rockford Township

PAYROLL ESCALATION TABLE

CONTRACT TERM	4	MONTHS	OVERHEAD RATE	147.08%
START DATE	5/1/2023		COMPLEXITY FACTOR	
RAISE DATE	4/1/2024		% OF RAISE	2.00%
END DATE	8/31/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2023	8/31/2023	4	100.00%

The total escalation = 0.00%

Local Public Agency**County****Section Number**

Winnebago County Highway Department | Winnebago

21-09119-000-BR

Consultant / Subconsultant Name**Job Number**

Willett, Hofmann & Associates, Inc.

1361D21

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
President & General Manager	\$89.30	\$86.00
Principal Engineering Manager	\$67.09	\$67.09
Engineering Manager	\$65.24	\$65.24
Civil Engineer IV	\$49.60	\$49.60
Civil Engineer III	\$44.89	\$44.89
Civil Engineering Intern II	\$39.77	\$39.77
Civil Engineering Intern I	\$35.14	\$35.14
Engineering Intern	\$24.37	\$24.37
Principal Architectural Manager	\$59.93	\$59.93
Architect Manager	\$58.58	\$58.58
Architect IV	\$53.85	\$53.85
Architect III	\$49.09	\$49.09
Architectural Intern II	\$43.17	\$43.17
Architectural Intern I	\$28.85	\$28.85
Architectural Intern	\$23.00	\$23.00
Principal PLS Manager	\$59.05	\$59.05
PLS Manager	\$51.90	\$51.90
PLS IV	\$45.00	\$45.00
PLS III	\$35.62	\$35.62
Technician IV	\$37.88	\$37.88
Technician III	\$29.60	\$29.60
Technician II	\$27.65	\$27.65
Technician I	\$26.30	\$26.30
Survey Worker Foreman	\$31.52	\$31.52
Survey Worker	\$22.15	\$22.15
Survey Worker Intern	\$22.00	\$22.00
Administrative Assistant	\$22.64	\$22.64

Local Public Agency

Winnebago County Highway Department

Consultant / Subconsultant Name

Willett, Hofmann & Associates, Inc.

County

Winnebago

Section Number

21-09119-000-BR

Job Number

1361D21

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
NPDES and Soil Conservation Permitting				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$0.00

Local Public Agency
 Winnebago County Highway Department
Consultant / Subconsultant Name
 Willett, Hofmann & Associates, Inc.

County
 Winnebago

Section Number
 21-09119-000-BR
Job Number
 1361D21

AVERAGE HOURLY PROJECT RATES
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Pre-Construction			Resident Services			Construction Guidance			Pay Estimates			Shop Drawing Review		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	86.00	0.0																	
Principal Engineering Manager	67.09	0.0																	
Engineering Manager	65.24	16.0	6.35%	4.14	4	50.00%	32.62				8	100.00%	65.24						
Civil Engineer IV	49.60	0.0																	
Civil Engineer III	44.89	233.0	92.46%	41.51	4	50.00%	22.45	208	100.00%	44.89				8	100.00%	44.89	2	100.00%	44.89
Civil Engineering Intern II	39.77	0.0																	
Civil Engineering Intern I	35.14	0.0																	
Engineering Intern	24.37	0.0																	
Principal Architectural Manager	59.93	0.0																	
Architect Manager	58.58	0.0																	
Architect IV	53.85	0.0																	
Architect III	49.09	0.0																	
Architectural Intern II	43.17	0.0																	
Architectural Intern I	28.85	0.0																	
Architectural Intern	23.00	0.0																	
Principal PLS Manager	59.05	0.0																	
PLS Manager	51.90	0.0																	
PLS IV	45.00	0.0																	
PLS III	35.62	0.0																	
Technician IV	37.88	3.0	1.19%	0.45															
Technician III	29.60	0.0																	
Technician II	27.65	0.0																	
Technician I	26.30	0.0																	
Survey Worker Foreman	31.52	0.0																	
Survey Worker	22.15	0.0																	
Survey Worker Intern	22.00	0.0																	
Administrative Assistant	22.64	0.0																	
TOTALS		252.0	100%	\$46.10	8.0	100.00%	\$55.07	208.0	100%	\$44.89	8.0	100%	\$65.24	8.0	100%	\$44.89	2.0	100%	\$44.89

Local Public Agency
 Winnebago County Highway Department
Consultant / Subconsultant Name
 Willett, Hofmann & Associates, Inc.

County
 Winnebago

Section Number
 21-09119-000-BR
Job Number
 1361D21

AVERAGE HOURLY PROJECT RATES
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Change Orders			Project Record Drawings			Quality Control & Material Testing			Meeting & Administration			Project Closeout			Testing Service Corporation		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	86.00																		
Principal Engineering Manager	67.09																		
Engineering Manager	65.24									4	100.00%	65.24							
Civil Engineer IV	49.60																		
Civil Engineer III	44.89	4	100.00%	44.89	1	25.00%	11.22	2	100.00%	44.89			4	100.00%	44.89				
Civil Engineering Intern II	39.77																		
Civil Engineering Intern I	35.14																		
Engineering Intern	24.37																		
Principal Architectural Manager	59.93																		
Architect Manager	58.58																		
Architect IV	53.85																		
Architect III	49.09																		
Architectural Intern II	43.17																		
Architectural Intern I	28.85																		
Architectural Intern	23.00																		
Principal PLS Manager	59.05																		
PLS Manager	51.90																		
PLS IV	45.00																		
PLS III	35.62																		
Technician IV	37.88				3	75.00%	28.41												
Technician III	29.60																		
Technician II	27.65																		
Technician I	26.30																		
Survey Worker Foreman	31.52																		
Survey Worker	22.15																		
Survey Worker Intern	22.00																		
Administrative Assistant	22.64																		
TOTALS		4.0	100%	\$44.89	4.0	100%	\$39.63	2.0	100%	\$44.89	4.0	100%	\$65.24	4.0	100%	\$44.89	0.0	0%	\$0.00

EXHIBIT E

March 22, 2023

Mr. Brian Converse, P.E., S.E.
Willett, Hofmann & Associates, Inc.
809 East Second Street
Dixon, IL 61021-0367

RE: P.N. 70,638
Independent Testing Laboratory Services
Guilford Road Bridge over Keith Creek
Section 21-09119-00-BR, FAU Route 5053
Rockford, Winnebago County, Illinois



TESTING SERVICE CORPORATION

Local Office

2235 23rd Avenue, Rockford, IL 61104-7334
815.394.2562 • Fax 815.394.2566

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600

Dear Mr. Converse:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Independent Testing Laboratory Services for the referenced project. The objectives of our services are to conduct and interpret tests, and to report our findings as directed by personnel appointed by Willett, Hofmann & Associates, Inc. This proposal includes Prevailing Wage rates.

TSC has prepared a Report of Soils Exploration for this project. The Report bears our project number L-92,940

To schedule a Technician please call 815-394-2562 or email tmessacar@tsccorp.com.

Based on the information provided, TSC understands that the following material testing services may be required for the project as it progresses:

- Concrete in connection with foundations and superstructure

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

The Services performed by TSC under this proposal are now subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

A budget amount of Three Thousand Two Hundred and Twenty-Five Dollars (\$3,225.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Willett, Hofmann & Associates, Inc. and prior experience on similar projects. TSC's

itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, client callout frequency, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Brian Converse, P.E., S.E.
Willett, Hofmann & Associates, Inc.
809 East Second Street
Dixon, IL 61021-0367
Tel: (815) 284-3381
Email: bconverse@willetthofmann.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION



Jeffrey L. Martin, P.E.
Rockford Branch Manager

JLM/TMM/rb

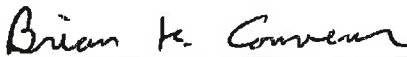
Enc: General Conditions
Project Data Sheet

Prepared by



Trevor M. Messacar
Staff Engineer

Approved and accepted for Willett, Hofmann & Associates, Inc. by:



(NAME)

President & General Manager

(TITLE)

3/23/23

(DATE)

SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING SERVICES

TSC is staffed and equipped to provide any of the following items that may be ordered by you.

- Soil in connection with site grading
- Utility Trench Backfill
- Soil in connection with excavating for caissons
- Soil in connection with excavating for foundations
- Soil in connection with excavating for paving, curbs, gutters and walks
- Reinforcing steel (rebar)
- Concrete in connection with caissons
- Concrete in connection with foundation and superstructure
- Concrete in connection with concrete paving, curbs, gutters and walks
- Bituminous paving and base course stone
- Bolted and welded structural steel connections
- Spray on Fire Protection Material
- Mortar for masonry work

ITEM I FIELD SERVICES

A.	Material Tester I	Per Hour: \$ 117.00
B.	Material Tester II	Per Hour: \$ 120.00
C.	Transportation, Light Vehicle	Per Trip: \$ 60.00
	<p>The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.5 for over 8.0 hours per day on Saturday. Increase hourly rate by 1.7 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.</p> <p>Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.</p>	
D.	Use of Nuclear Moisture/Density Gauge	Per Day: \$ 50.00
E.	Pickup Concrete Test Samples	
	1. Fewer than 20 Cylinders at Grade Level	Per Trip: \$ 100.00
	2. 20 or more Cylinders or Cylinders in Basement or on Elevated Deck or Concrete Beams	Per Trip: \$ 150.00

- F. Structural Steel Test Equipment
 - 1. Ultrasonic Flaw Detector Per Day: \$ 50.00
 - 2. Magnetic Particle Yoke Per Day: \$ 35.00
- G. Fire-Proofing
 - 1. Cohesion Test Supplies Per Day: \$ 60.00
 - 2. Density Test Each: \$ 45.00

ITEM II LABORATORY SERVICES

A. Soils

- 1. Compaction Curve to establish the Maximum Dry Unit weight and optimum water content
 - a. Modified (AASHTO T180, ASTM D1557) Each: \$ 250.00
 - b. Standard (AASHTO T99, ASTM D698) Each: \$ 225.00
 - c. Add for Methods B, C, or D Each: \$ 20.00
- 2. Thin-Walled Tube Samples
 - a. Combined Water Content & Dry Unit Weight Determination Each: \$ 20.00
 - b. Unconfined Compressive Strength Each: \$ 20.00

B. Portland Cement Concrete/Aggregates

- 1. Concrete Test Cylinders (4"x8")
 - a. Compressive Strength Each: \$ 16.00
 - b. Spares/Handling Charge Each: \$ 16.00
 - c. Trim End of Specimen When Necessary Additional: \$ 10.00
- 2. Concrete Test Cylinders (6"x12")
 - a. Compressive Strength Each: \$ 19.00
 - b. Spares/Handling Charge Each: \$ 19.00
 - c. Trim End of Specimen When Necessary Additional: \$ 10.00
- 3. Concrete Beams for Flexural Strength Testing Each: \$ 50.00
- 4. Mortar Cubes
 - a. Compressive Strength Each: \$ 19.00
 - b. 2" Cube Mold Per Day: \$ 8.00
- 5. Contractor Made Cylinders
 - a. Trim End of Specimen When Necessary Each: \$ 30.00
Additional: \$ 10.00

6. Evaluation of Mortars for Plain & Reinforced Masonry	
a. Pre-Construction	Each: \$ 350.00
b. Cement/Aggregate Ratio	Each: \$ 50.00
7. Masonry Block Prisms	Each: \$ 50.00
8. Sieve Analysis	
a. Washed w/200 Sieve	Each: \$ 100.00
b. Unwashed	Each: \$ 75.00
C. Bituminous Concrete	
1. Extraction Analysis	
a. Unwashed	Each: \$ 225.00
b. Washed	Each: \$ 250.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two \$ 225.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each: \$ 100.00
4. Determining Asphalt Content by Ignition Oven:	Each: \$ 110.00
5. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each: \$ 200.00
6. Bulk Density of Core Specimens	Each: \$ 50.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour: \$ 200.00
B. Registered Professional Engineer	Per Hour: \$ 175.00
C. Graduate Civil Engineer	Per Hour: \$ 160.00
D. Daily Engineering Services	Per Hour: \$ 160.00
E. Transportation	
1. Light Vehicle	Trip Charge: \$ 60.00
2. Light Vehicle (Over 100 miles round trip)	Per Mile: \$ 0.60
3. Public Transportation	Cost + 10%

The above rates are valid through December 31, 2023.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on our current cost structure.

Earthwork, Fill, Backfill, & Aggregate Base Course					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		120.00	\$ 0.00
2	Material Tester II (Overtime)	Hour		180.00	\$ 0.00
3	Travel, Light Vehicle	Trip		60.00	\$ 0.00
4	Nuclear Moisture Density Gauge	Day		50.00	\$ 0.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		20.00	\$ 0.00
6	Laboratory Compaction Curve Soil (Modified)	Each		250.00	\$ 0.00
7	Laboratory Compaction Curve Stone (Modified)	Each		270.00	\$ 0.00
Subtotal					\$ 0.00

Estimate Basis – No testing of aggregate backfill or base course is anticipated for this project

Cast In Place Concrete					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	16	117.00	\$ 1,872.00
2	Material Tester I (Overtime)	Hour		175.00	\$ 0.00
3	FF & FL Testing - Next Day, Regular Time	Trip		550.00	\$ 0.00
4	FF & FL Testing - Same Day, Overtime	Trip		850.00	\$ 0.00
5	Travel, Light Vehicle	Trip	4	60.00	\$ 240.00
6	Pickup Test Samples (<20 at Grade Level)	Each	3	100.00	\$ 300.00
7	20 or more Cylinders or Cylinders in Basement or on Elevated Deck or Concrete Beam Pickup	Each		150.00	\$ 0.00
8	Flexural Strength for Concrete Beams	Each		50.00	\$ 0.00
9	Concrete Test Cylinders (4" x 8")	Each	30	16.00	\$ 480.00
10	Concrete Test Cylinders (6" x 12")	Each		19.00	\$ 0.00
Subtotal					\$ 2,892.00

Estimate Basis – Estimate four (4) 4-hour trips for testing of concrete for wing and retaining walls for concrete structures.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	2	160.00	\$ 320.00
2	Secretary	N/C			\$ 0.00
Subtotal					\$ 320.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 3,212.00

RECOMMENDED BUDGET: \$ 3,225.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et, seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

PROJECT DATA SHEET



TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

If waivers are required, please provide the Owner's name here _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Winnebago County	Winnebago	21-09119-00-BR	
Project Number	Contact Name	Phone Number	Email
	Carlos Molina, PE	(815) 319-4000	cmolina@wincoil.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Guilford Road	FAU 5053	0.11 Mi	101-5088

Location Termini	<input type="button" value="Add Location"/>
Station 17+25 to Station 22+50	<input type="button" value="Remove Location"/>

Project Description

Construction Inspection for the rehabilitation of a 12' X 8' double barrel reinforced concrete box culvert and approach roadway work thereto.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Willett Hofmann & Associates, Inc.	Brian K. Converse	(815) 284-3381	bconverse@willetthofmann.com
Address	City	State	Zip Code
809 East Second Street	Dixon	IL	61021

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 (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- EXHIBIT E - Subconsultant Proposal - TSC _____
- _____
- _____

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, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. 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 US 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.
8. 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.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That 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 Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. 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.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) 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 in all previous partial payments made to the ENGINEER.

(2) 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 STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. 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:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + 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 FF = (0.33 + R) DL + %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.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. 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. 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.
2. 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 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. 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.
3. 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 materials 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.

4. 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 prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for 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.
5. 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.
6. 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.
7. 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, local) terminated for cause or default.

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

8. 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 included but are not limited to: acts of God or a public enemy; acts 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.

9. 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 or 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 the 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 statute conviction for a violation occurring in the workplace no later than five (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 to 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) 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 projects. 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.

- 10. 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).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Willett Hofmann & Associates, Inc.	36-2600957	\$36,086.00
Subconsultants		
Testing Service Corporation	35-0937582	\$3,225.00
Subconsultant Total		\$3,225.00
Prime Consultant Total		\$36,086.00
Total for all work		\$39,311.00

AGREEMENT SIGNATURES

Executed by the LPA: Local Public Agency Type Local Public Agency
Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:
Attest: Prime Consultant (Firm) Name

By (Signature & Date)

By (Signature & Date)

Title

Title

APPROVED:
Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett Hofmann & Associates,	Winnebago	21-09119-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

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

- | |
|---|
| <ul style="list-style-type: none"> Pre-Construction Resident Services Construction Guidance Pay Estimates Shop Drawing Review Change Orders Project Record Drawings Quality Control & Material testing Meeting & Administration Project Closeout Materials Testing - Testing Service Corporation |
|---|

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett Hofmann & Associates,	Winnebago	21-09119-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Project to begin May 1st and estimated completion at the end of August.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett Hofmann & Associates,	Winnebago	21-09119-00-BR

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)



EXHIBIT D
 COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
 FIXED RAISE

Local Public Agency Winnebago County Highway Department	County Winnebago	Section Number 21-09119-000-BR
Prime Consultant (Firm) Name Willett, Hofmann & Associates, Inc.	Prepared By Brian K. Converse	Date 4/28/2023
Consultant / Subconsultant Name Willett, Hofmann & Associates, Inc.	Job Number 1361D21	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Construction Engineering Services for TR 71 (Guildford Road) over Keith Creek, in Rockford Township

PAYROLL ESCALATION TABLE

CONTRACT TERM	4	MONTHS	OVERHEAD RATE	147.08%
START DATE	5/1/2023		COMPLEXITY FACTOR	
RAISE DATE	4/1/2024		% OF RAISE	2.00%
END DATE	8/31/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2023	8/31/2023	4	100.00%

The total escalation = 0.00%

Local Public Agency**County****Section Number**

Winnebago County Highway Department | Winnebago

21-09119-000-BR

Consultant / Subconsultant Name**Job Number**

Willett, Hofmann & Associates, Inc.

1361D21

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
President & General Manager	\$89.30	\$86.00
Principal Engineering Manager	\$67.09	\$67.09
Engineering Manager	\$65.24	\$65.24
Civil Engineer IV	\$49.60	\$49.60
Civil Engineer III	\$44.89	\$44.89
Civil Engineering Intern II	\$39.77	\$39.77
Civil Engineering Intern I	\$35.14	\$35.14
Engineering Intern	\$24.37	\$24.37
Principal Architectural Manager	\$59.93	\$59.93
Architect Manager	\$58.58	\$58.58
Architect IV	\$53.85	\$53.85
Architect III	\$49.09	\$49.09
Architectural Intern II	\$43.17	\$43.17
Architectural Intern I	\$28.85	\$28.85
Architectural Intern	\$23.00	\$23.00
Principal PLS Manager	\$59.05	\$59.05
PLS Manager	\$51.90	\$51.90
PLS IV	\$45.00	\$45.00
PLS III	\$35.62	\$35.62
Technician IV	\$37.88	\$37.88
Technician III	\$29.60	\$29.60
Technician II	\$27.65	\$27.65
Technician I	\$26.30	\$26.30
Survey Worker Foreman	\$31.52	\$31.52
Survey Worker	\$22.15	\$22.15
Survey Worker Intern	\$22.00	\$22.00
Administrative Assistant	\$22.64	\$22.64

Local Public Agency	County	Section Number
Winnebago County Highway Department	Winnebago	21-09119-000-BR
Consultant / Subconsultant Name		Job Number
Willett, Hofmann & Associates, Inc.		1361D21

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Testing Service Corporation	3,225.00	322.50
Total	3,225.00	322.50

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

Winnebago County Highway Department

Consultant / Subconsultant Name

Willett, Hofmann & Associates, Inc.

County

Winnebago

Section Number

21-09119-000-BR

Job Number

1361D21

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
NPDES and Soil Conservation Permitting				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$0.00

Local Public Agency
 Winnebago County Highway Department

Consultant / Subconsultant Name
 Willett, Hofmann & Associates, Inc.

County
 Winnebago

Section Number
 21-09119-000-BR

Job Number
 1361D21

COST ESTIMATE WORKSHEET
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 147.08%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Pre-Construction		8	441	648	145		1,234	3.42%
Resident Services		208	9,337	13,733	3,081		26,151	72.47%
Construction Guidance		8	522	768	172		1,462	4.05%
Pay Estimates		8	359	528	119		1,006	2.79%
Shop Drawing Review		2	90	132	30		252	0.70%
Change Orders		4	180	264	59		503	1.39%
Project Record Drawings		4	159	233	52		444	1.23%
Quality Control & Material Testing		2	90	132	30		252	0.70%
Meeting & Administration		4	261	384	86		731	2.03%
Project Closeout		4	180	264	59		503	1.39%
Testing Service Corporation			-	-	-	3,225	3,225	8.94%
			-	-	-		-	-
			-	-	-		-	-
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			-	-	-		-	-
Subconsultant DL							\$322.50	0.89%
Direct Costs Total ==>	\$0.00						\$0.00	
TOTALS		252	11,619	17,086	3,833	3,225	36,086	100.00%

28,705

BLR 05514 (Rev. 02/09/23)
 COST EST

Local Public Agency
 Winnebago County Highway Department
Consultant / Subconsultant Name
 Willett, Hofmann & Associates, Inc.

County
 Winnebago

Section Number
 21-09119-000-BR
Job Number
 1361D21

AVERAGE HOURLY PROJECT RATES
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Pre-Construction			Resident Services			Construction Guidance			Pay Estimates			Shop Drawing Review		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	85.00	0.0																	
Principal Engineering Manager	67.09	0.0																	
Engineering Manager	65.24	16.0	6.35%	4.14	4	50.00%	32.62				8	100.00%	65.24						
Civil Engineer IV	49.60	0.0																	
Civil Engineer III	44.89	233.0	92.46%	41.51	4	50.00%	22.45	208	100.00%	44.89				8	100.00%	44.89	2	100.00%	44.89
Civil Engineering Intern II	39.77	0.0																	
Civil Engineering Intern I	35.14	0.0																	
Engineering Intern	24.37	0.0																	
Principal Architectural Manager	59.93	0.0																	
Architect Manager	58.58	0.0																	
Architect IV	53.85	0.0																	
Architect III	49.09	0.0																	
Architectural Intern II	43.17	0.0																	
Architectural Intern I	28.85	0.0																	
Architectural Intern	23.00	0.0																	
Principal PLS Manager	59.05	0.0																	
PLS Manager	51.90	0.0																	
PLS IV	45.00	0.0																	
PLS III	35.62	0.0																	
Technician IV	37.88	3.0	1.19%	0.45															
Technician III	29.60	0.0																	
Technician II	27.65	0.0																	
Technician I	26.30	0.0																	
Survey Worker Foreman	31.52	0.0																	
Survey Worker	22.15	0.0																	
Survey Worker Intern	22.00	0.0																	
Administrative Assistant	22.64	0.0																	
TOTALS		252.0	100%	\$46.10	8.0	100.00%	\$55.07	208.0	100%	\$44.89	8.0	100%	\$65.24	8.0	100%	\$44.89	2.0	100%	\$44.89

Local Public Agency
 Winnebago County Highway Department
Consultant / Subconsultant Name
 Willett, Hofmann & Associates, Inc.

County
 Winnebago

Section Number
 21-09119-000-BR
Job Number
 1361D21

AVERAGE HOURLY PROJECT RATES
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Change Orders			Project Record Drawings			Quality Control & Material Testing			Meeting & Administration			Project Closeout			Testing Service Corporation		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	86.00																		
Principal Engineering Manager	67.09																		
Engineering Manager	65.24										4	100.00%	65.24						
Civil Engineer IV	49.60																		
Civil Engineer III	44.89	4	100.00%	44.89	1	25.00%	11.22	2	100.00%	44.89				4	100.00%	44.89			
Civil Engineering Intern II	39.77																		
Civil Engineering Intern I	35.14																		
Engineering Intern	24.37																		
Principal Architectural Manager	59.93																		
Architect Manager	58.58																		
Architect IV	53.85																		
Architect III	49.09																		
Architectural Intern II	43.17																		
Architectural Intern I	28.85																		
Architectural Intern	23.00																		
Principal PLS Manager	59.05																		
PLS Manager	51.90																		
PLS IV	45.00																		
PLS III	35.62																		
Technician IV	37.88				3	75.00%	28.41												
Technician III	29.60																		
Technician II	27.65																		
Technician I	26.30																		
Survey Worker Foreman	31.52																		
Survey Worker	22.15																		
Survey Worker Intern	22.00																		
Administrative Assistant	22.64																		
TOTALS		4.0	100%	\$44.89	4.0	100%	\$39.63	2.0	100%	\$44.89	4.0	100%	\$65.24	4.0	100%	\$44.89	0.0	0%	\$0.00

EXHIBIT E



TESTING SERVICE CORPORATION

Local Office

2235 23rd Avenue, Rockford, IL 61104-7334
815.394.2562 • Fax 815.394.2566

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600

March 22, 2023

Mr. Brian Converse, P.E., S.E.
Willett, Hofmann & Associates, Inc.
809 East Second Street
Dixon, IL 61021-0367

RE: P.N. 70,638
Independent Testing Laboratory Services
Guilford Road Bridge over Keith Creek
Section 21-09119-00-BR, FAU Route 5053
Rockford, Winnebago County, Illinois

Dear Mr. Converse:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Independent Testing Laboratory Services for the referenced project. The objectives of our services are to conduct and interpret tests, and to report our findings as directed by personnel appointed by Willett, Hofmann & Associates, Inc. This proposal includes Prevailing Wage rates.

TSC has prepared a Report of Soils Exploration for this project. The Report bears our project number L-92,940

To schedule a Technician please call 815-394-2562 or email tmessacar@tsccorp.com.

Based on the information provided, TSC understands that the following material testing services may be required for the project as it progresses:

- Concrete in connection with foundations and superstructure

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

The Services performed by TSC under this proposal are now subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

A budget amount of Three Thousand Two Hundred and Twenty-Five Dollars (\$3,225.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Willett, Hofmann & Associates, Inc. and prior experience on similar projects. TSC's

itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, client callout frequency, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Brian Converse, P.E., S.E.
Willett, Hofmann & Associates, Inc.
809 East Second Street
Dixon, IL 61021-0367
Tel: (815) 284-3381
Email: bconverse@willetthofmann.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION



Jeffrey L. Martin, P.E.
Rockford Branch Manager

JLM/TMM/rb

Enc: General Conditions
Project Data Sheet

Prepared by



Trevor M. Messacar
Staff Engineer

Approved and accepted for Willett, Hofmann & Associates, Inc. by:



(NAME)

President & General Manager

(TITLE)

3/23/23

(DATE)

SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING SERVICES

TSC is staffed and equipped to provide any of the following items that may be ordered by you.

- Soil in connection with site grading
- Utility Trench Backfill
- Soil in connection with excavating for caissons
- Soil in connection with excavating for foundations
- Soil in connection with excavating for paving, curbs, gutters and walks
- Reinforcing steel (rebar)
- Concrete in connection with caissons
- Concrete in connection with foundation and superstructure
- Concrete in connection with concrete paving, curbs, gutters and walks
- Bituminous paving and base course stone
- Bolted and welded structural steel connections
- Spray on Fire Protection Material
- Mortar for masonry work

ITEM I FIELD SERVICES

A.	Material Tester I	Per Hour: \$ 117.00
B.	Material Tester II	Per Hour: \$ 120.00
C.	Transportation, Light Vehicle	Per Trip: \$ 60.00
	<p>The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.5 for over 8.0 hours per day on Saturday. Increase hourly rate by 1.7 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.</p> <p>Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.</p>	
D.	Use of Nuclear Moisture/Density Gauge	Per Day: \$ 50.00
E.	Pickup Concrete Test Samples	
	1. Fewer than 20 Cylinders at Grade Level	Per Trip: \$ 100.00
	2. 20 or more Cylinders or Cylinders in Basement or on Elevated Deck or Concrete Beams	Per Trip: \$ 150.00

F.	Structural Steel Test Equipment		
	1. Ultrasonic Flaw Detector	Per Day:	\$ 50.00
	2. Magnetic Particle Yoke	Per Day:	\$ 35.00
G.	Fire-Proofing		
	1. Cohesion Test Supplies	Per Day:	\$ 60.00
	2. Density Test	Each:	\$ 45.00

ITEM II LABORATORY SERVICES

A. Soils

1.	Compaction Curve to establish the Maximum Dry Unit weight and optimum water content		
	a. Modified (AASHTO T180, ASTM D1557)	Each:	\$ 250.00
	b. Standard (AASHTO T99, ASTM D698)	Each:	\$ 225.00
	c. Add for Methods B, C, or D	Each:	\$ 20.00
2.	Thin-Walled Tube Samples		
	a. Combined Water Content & Dry Unit Weight Determination	Each:	\$ 20.00
	b. Unconfined Compressive Strength	Each:	\$ 20.00

B. Portland Cement Concrete/Aggregates

1.	Concrete Test Cylinders (4"x8")		
	a. Compressive Strength	Each:	\$ 16.00
	b. Spares/Handling Charge	Each:	\$ 16.00
	c. Trim End of Specimen When Necessary	Additional:	\$ 10.00
2.	Concrete Test Cylinders (6"x12")		
	a. Compressive Strength	Each:	\$ 19.00
	b. Spares/Handling Charge	Each:	\$ 19.00
	c. Trim End of Specimen When Necessary	Additional:	\$ 10.00
3.	Concrete Beams for Flexural Strength Testing	Each:	\$ 50.00
4.	Mortar Cubes		
	a. Compressive Strength	Each:	\$ 19.00
	b. 2" Cube Mold	Per Day:	\$ 8.00
5.	Contractor Made Cylinders	Each:	\$ 30.00
	a. Trim End of Specimen When Necessary	Additional:	\$ 10.00

6. Evaluation of Mortars for Plain & Reinforced Masonry	
a. Pre-Construction	Each: \$ 350.00
b. Cement/Aggregate Ratio	Each: \$ 50.00
7. Masonry Block Prisms	Each: \$ 50.00
8. Sieve Analysis	
a. Washed w/200 Sieve	Each: \$ 100.00
b. Unwashed	Each: \$ 75.00
C. Bituminous Concrete	
1. Extraction Analysis	
a. Unwashed	Each: \$ 225.00
b. Washed	Each: \$ 250.00
2. Compaction of Bituminous Mixture by Gyrotory Methods and Bulk Specific Gravity Test	Set of Two \$ 225.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each: \$ 100.00
4. Determining Asphalt Content by Ignition Oven:	Each: \$ 110.00
5. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each: \$ 200.00
6. Bulk Density of Core Specimens	Each: \$ 50.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour: \$ 200.00
B. Registered Professional Engineer	Per Hour: \$ 175.00
C. Graduate Civil Engineer	Per Hour: \$ 160.00
D. Daily Engineering Services	Per Hour: \$ 160.00
E. Transportation	
1. Light Vehicle	Trip Charge: \$ 60.00
2. Light Vehicle (Over 100 miles round trip)	Per Mile: \$ 0.60
3. Public Transportation	Cost + 10%

The above rates are valid through December 31, 2023.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on our current cost structure.

Earthwork, Fill, Backfill, & Aggregate Base Course					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		120.00	\$ 0.00
2	Material Tester II (Overtime)	Hour		180.00	\$ 0.00
3	Travel, Light Vehicle	Trip		60.00	\$ 0.00
4	Nuclear Moisture Density Gauge	Day		50.00	\$ 0.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		20.00	\$ 0.00
6	Laboratory Compaction Curve Soil (Modified)	Each		250.00	\$ 0.00
7	Laboratory Compaction Curve Stone (Modified)	Each		270.00	\$ 0.00
Subtotal					\$ 0.00

Estimate Basis – No testing of aggregate backfill or base course is anticipated for this project

Cast In Place Concrete					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	16	117.00	\$ 1,872.00
2	Material Tester I (Overtime)	Hour		175.00	\$ 0.00
3	FF & FL Testing - Next Day, Regular Time	Trip		550.00	\$ 0.00
4	FF & FL Testing - Same Day, Overtime	Trip		850.00	\$ 0.00
5	Travel, Light Vehicle	Trip	4	60.00	\$ 240.00
6	Pickup Test Samples (<20 at Grade Level)	Each	3	100.00	\$ 300.00
7	20 or more Cylinders or Cylinders in Basement or on Elevated Deck or Concrete Beam Pickup	Each		150.00	\$ 0.00
8	Flexural Strength for Concrete Beams	Each		50.00	\$ 0.00
9	Concrete Test Cylinders (4" x 8")	Each	30	16.00	\$ 480.00
10	Concrete Test Cylinders (6" x 12")	Each		19.00	\$ 0.00
Subtotal					\$ 2,892.00

Estimate Basis – Estimate four (4) 4-hour trips for testing of concrete for wing and retaining walls for concrete structures.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	2	160.00	\$ 320.00
2	Secretary	N/C			\$ 0.00
Subtotal					\$ 320.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 3,212.00

RECOMMENDED BUDGET: \$ 3,225.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

PROJECT DATA SHEET



TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

If waivers are required, please provide the Owner's name here _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

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

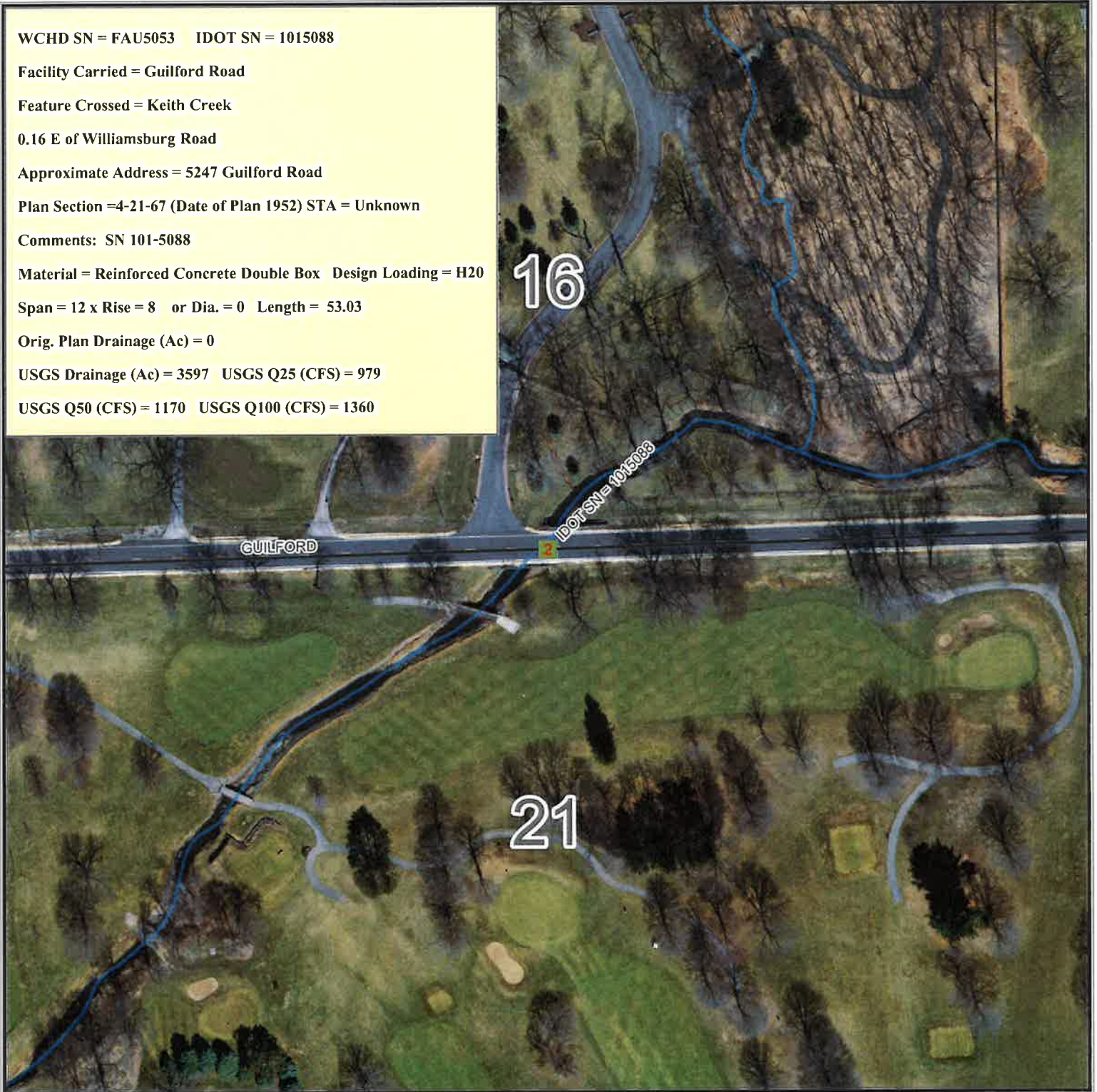
Material = Reinforced Concrete Double Box Design Loading = H20

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

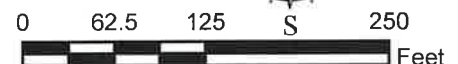
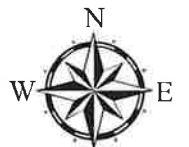
Approximate Address: 5247 Guilford Road

0.16 E of Williamsburg Road

Rockford Township

Printed on: 3/1/2016

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





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 16, 2023

Resolution Title:

(23-020) Resolution Authorizing the Award of Bid for the Second 2023 County General Letting (Section 23-00000-00-GM)

Board Meeting Date: Thursday, May 25, 2023

Budget Information:

Was item budgeted?	Yes	Appropriation Amount: \$14,346.40
If not, explain funding source:		
ORG/OBJ/Project Code:	464/42280-289	Budget Impact: \$14,346.40

Background Information:

This bid includes certain items that were not part of the first general letting award in February 2023.

Recommendation:

Approval recommended

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office.

Follow-Up:



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 16, 2023

Resolution Title:

(23-020) Resolution Authorizing the Award of Bid for the Second 2023 County General Letting (Section 23-00000-00-GM)

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Budget Information:

Was item budgeted?	Yes	Appropriation Amount: \$14,346.40
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ORG/OBJ/Project Code:	464/42280-289	Budget Impact: \$14,346.40

Background Information:

This bid includes certain items that were not part of the first general letting award in February 2023.

Recommendation:

Approval recommended

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: Dave Tassoni**

AWARD OF BID FOR THE SECOND 2023 COUNTY GENERAL LETTING

We, your Public Works Committee, report that bids were received on Monday, May 08, 2023, for materials to be used by the County Highway Department as shown on the attached bid tabulation. We recommend that the award, upon approval from IDOT, be made to the responsible low bidder as follows:

Group N,O,P,Q & S-Traffic Control, LED Warning Lights, Post, Sign Material & Rolled Goods:

MD Solutions Inc.

NOTES:

Groups: AA & AAA, - No Bids were received.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars



Chris Scrol

Chris Scrol

Jim Webster

Jim Webster



John Penney

John Penney

John Guevara

John Guevara



Kevin McCarthy

Kevin McCarthy

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

**2023 Winnebago County Highway
General Bid Re-Letting**

May 8, 2023 11am

MD Solutions
8225 Estate Parkway
Plain City, OH 43064

Group	Item	2023 Est Qty	U of M	Unit Price	Total
AA	Poly Liner P CUL CL D TY1 12"(ID)x10'	9	EACH		
AA	Poly Liner P CUL CL D TY1 15"(ID)x10'	60	EACH		
AA	Poly Liner P CUL CL D TY1 18"(ID)x10'	10	EACH		
AA	Poly Liner P CUL CL D TY1 24"(ID)x10'	6	EACH		
AA	Poly Liner P CUL CL D TY1 40"(ID)x10'	9	EACH		
	TOTAL GROUP "AA"				
AAA	Poly Culvert (PE) P CUL CL D TY1 12" (PLASTIC)x20'	7	EACH		
AAA	Poly Culvert (PE) P CUL CL D TY1 15" (PLASTIC)x20'	33	EACH		
AAA	Poly Culvert (PE) P CUL CL D TY1 18" (PLASTIC)x20'	17	EACH		
AAA	Poly Culvert (PE) P CUL CL D TY1 24" (PLASTIC)x20'	6	EACH		
AAA	Poly Culvert (PE) P CUL CL D TY1 36" (PLASTIC)x20'	2	EACH		
AAA	Poly Culvert (PE) P CUL CL D TY1 40" (PLASTIC)x20'	3	EACH		
AAA	CONNECT BANDS POLY 15"	3	EACH		
AAA	CONNECT BANDS POLY 18"	1	EACH		
	TOTAL GROUP "AAA"				
N	Type 1 Barricades	5	EACH	150.00	750.00
N	Type 3 BarricadeS	5	EACH	550.00	2,750.00
N	Barrel only (no base) with 4" collar	2	EACH	150.00	300.00
N	Recycled rubber tire ring for traffic barrels	10	EACH	20.00	200.00
N	28"-Orange Glo Cones w/6" & 4"Collar	20	EACH	45.00	900.00
N	18" Safe-Hit Soil Anchor	10	EACH	80.00	800.00
N	48" Safe-Hit (yellow post)	10	EACH	90.00	900.00
	TOTAL GROUP "N"				6,600.00
O	LED Solar Flashing Warning (Red)	10	EACH	125	1,250.00
O	LED Solar Flashing Warning (Yellow)	10	EACH	125	1,250.00
	TOTAL GROUP "O"				2,500.00
P	Post, Telspar 2"x2-x12'	150	EACH	80	12,000.00
P	Post, Channel, GR Full Punch	62	EACH	40	2,480.00
P	812F Cross Piece	10	EACH	20	200.00
P	812F Square Cap	10	EACH	20	200.00
P	Post Anchor w/ Groundhog Angled End 2-1/4"x2-1/4"x3'	10	EACH	35	350.00
P	Post Anchors 2-1/4"x2-1/4"x3'	150	EACH	25	3,750.00
P	3"x48" Post Reflector-Red-HIP	20	EACH	15	300.00
P	3"x48" Post Reflector-Yellow-HIP	20	EACH	15	300.00
P	3" Post Refl, Plastic White	100	EACH	2.5	250.00
	TOTAL GROUP "P"				19,830.00
Q	9" X 24" Blanks	5	EACH	9	45.00
Q	9" X 36"-Blanks	5	EACH	13.5	67.50
Q	24" X 24" Blanks	5	EACH	24	120.00
Q	24" X 36" Blanks	5	EACH	36	180.00
Q	30" X 30" Blanks	10	EACH	37.5	375.00
Q	36" X 36" Blanks	5	EACH	54	270.00
Q	36"x48"x48" No Passing Zone Sign -Pennant	20	EACH	81	1,620.00
Q	30" Stop Signs	40	EACH	45	1,800.00
	TOTAL GROUP "Q"				4,477.50
S	6"x100yds-Transfer Tape	1	EACH	75	75.00
S	9"x100yds-Transfer Tape	1	EACH	112.5	112.50
S	12"x100yds-Transfer Tape	1	EACH	150	150.00
S	24"x100yds-Transfer Tape	1	EACH	300	300.00
S	48"x100yds Transfer Tape	4	EACH	600	2,400.00
S	24"x50 YD Sheeting-HIP Green	1	EACH	457.65	457.65
S	36"x50 YD Sheeting-HIP Green	1	EACH	686.48	686.48
S	48"x50 YD Sheeting-HIP Yellow	1	EACH	915.3	915.30
S	36"x50 YD Sheeting HIP FL Yellow	1	EACH	686.48	686.48
S	36"x50 YD Sheeting HIP FL Yellow Green	2	EACH	1415	2,830.00
S	30"x50YD Sheeting HIP White	1	EACH	686.48	686.48
S	36"x50YD Sheeting HIP Orange	2	EACH	686.48	1,372.96
S	36"x50 YD EC Film-Black	3	EACH	580	1,740.00
S	36"x50 YD EC Film-Green	1	EACH	580	580.00
S	48"x50 YD EC Film-Brown	1	EACH	773.55	773.55
S	36"x50YD EC Film-Yellow	1	EACH	580	580.00
	TOTAL GROUP "S"				14,346.40



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 16, 2023

Resolution Title:

(23-021) Resolution Authorizing Placing Orders for the Purchase of Plow/Dump Truck Chassis

Board Meeting Date: Thursday, May 25, 2023

Budget Information:

Was item budgeted? Yes in FY 2023. Will also be in FY 2024, 2025, 2026
Appropriation Amount: \$ 400,000 in FY 2023. Will include in future years
If not, explain funding source:
ORG/OBJ/Proj. Code: 461-46430 Budget Impact: \$866,463 spread over 3-4 yrs.

Background Information:

Due to supply chain issues the trucking industry has been impacted so that delivery dates can be anywhere from 2 to 4 years from date of order. Quoted prices are not guaranteed until “build dates” are allocated. At that time, the County can choose to proceed with the purchase or not. This resolution is to place orders so that the County can be included in the supplier’s list. It must be noted that this is for chassis only. Bids for the “body” which includes plows, spreaders and dump boxes will be at a later date.

Recommendation:

Due to the uncertainties mentioned above, we are recommending to place orders with the two low bidders, three each for a total of six truck chassis.

Contract/Agreement:

Orders will be placed after approval by the County Board

Legal Review:

By the State Attorney’s office.

Follow-Up:

The trucking company will allocate build dates in a few months and prices will be reviewed at that time prior to entering into a purchase contract.

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

Sponsored by: David Tassoni

Submitted by: Public Works Committee

2023 CR-

**RESOLUTION AUTHORIZING PLACING ORDERS FOR THE PURCHASE OF
PLOW/DUMP TRUCK CHASSIS**

WHEREAS, the Highway Department as part of its fleet maintenance program replaces plow/dump trucks on a regular basis; and,

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

WHEREAS, three proposal and quotes were received under the Sourcewell national cooperative purchasing program and shown in exhibits A, B, C and D; and,

WHEREAS, due to the current industry environment, caused by supply chain issues, orders have to be placed at least two years in advance of delivery of the trucks; and prices are not guaranteed until allocation of the build date by the trucking firms, at which time the County can choose not to enter into a contract for purchase; and,

WHEREAS, the two lower quotes were submitted by local suppliers, Lakeside International LLC, a distributor for International Chassis under Sourcewell contract #060920-NVS, has indicated probable delivery dates in fiscal years 2025 to 2026; and CIT Trucks LLC, a distributor for Kenworth Chassis under Sourcewell contract #060920-KTC, has indicated probable delivery dates in fiscal years 2024 to 2025; and,

WHEREAS, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposals and quotes submitted for plow/dump truck chassis and due to uncertainties on delivery dates recommends placing orders with the

two low bidders as follows:

CIT Trucks LLC, 4301 N. Bell School Rd, Loves Park, IL 61111 for three (3) Kenworth Chassis Model 548 for estimated delivery dates in FY 2024-2025; and,

Lakeside International LLC, 1212 Asche Ave, Rockford, IL 61109, for three (3) International Chassis Model HV607 for estimated delivery dates in fiscal years 2025-2026.

WHEREAS, the Public Works Committee has determined that the funding for the aforementioned shall be: 46100-46430.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that orders be placed with CIT Trucks LLC for three (3) Kenworth Chassis Model 548 for an estimated total of \$442,590 (\$147,530 each); and with Lakeside International LLC for three (3) International Chassis Model HV607 for an estimated total of \$423,873 (\$141,291) each. With the understanding that prices are not guaranteed until allocation of the build date by the trucking firms, at which time the County can choose not to enter into a contract for purchase.

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 quotes attached.

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars

Angela Fellars



Chris Scrol

Chris Scrol

Jim Webster

Jim Webster



John Penney

John Penney

John Guevara

John Guevara



Kevin McCarthy

Kevin McCarthy

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

Exhibit A



HV607 SBA

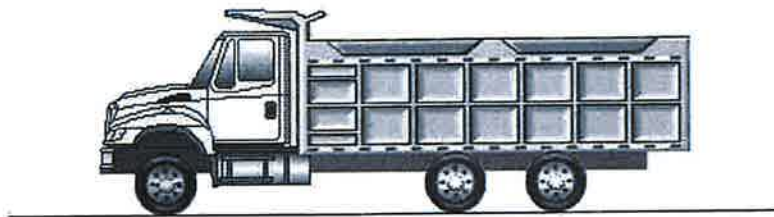
Sales Proposal For:
WINNEBAGO CO HWY DEPT

Presented By:
LAKESIDE - ROCKFORD

Prepared For:
WINNEBAGO CO HWY DEPT
Andy Pirello
424 N Springfield Ave.
Rockford, IL 61101-5041
(815)987 - 3113
Reference ID: N/A

Presented By:
LAKESIDE - ROCKFORD
Patrick McNamara
1212 ASCHE AVE
ROCKFORD IL 61109 -
(815)484-4000

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2026 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 60000. Calc. GVWR: 66000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 20.09% / 2.43% @ 55 MPH Calc. Geared Speed: 70.9 MPH
DIMENSION:	Wheelbase: 187.00, CA: 119.90, Axle to Frame: 79.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer D-2000W} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Dana Spicer D46-172DP} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.57
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson HAS-460-55} 46,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers, Mounted Inboard
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 187.00 Wheelbase, 119.90 CA, and 79.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)
2AYJ	AXLE, FRONT NON-DRIVING {Dana Spicer D-2000W} Wide Track, I-Beam Type, 20,000-lb Capacity
	<u>Notes</u> : Axle Lead Time is 52 Days
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers
3WAJ	SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 Sqli Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqli
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

<u>Code</u>	<u>Description</u>
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8GGG	ALTERNATOR {Delco Remy 36SI} Brushless, 12 Volt, 165 Amp Capacity, Pad Mount, with Remote Sense
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8HAU	BODY BUILDER WIRING INSIDE CAB; Includes Sealed Connectors for Tail/Amber, Turn/Marker/Backup/Accessory, Power/Ground, and Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

<u>Code</u>	<u>Description</u>
8THB	BACK-UP ALARM Electric, 102 dBA
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box
8TPR	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Outside Rails, Includes LED License Plate Light
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ANG	HOOD, HATCH (01) for Servicing
9HBM	GRILLE Stationary, Chrome
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10028	CHASSIS COATING Extreme Corrosion Resistant Galvanized and Painted Finish, for Single Frame Rails
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u>
	: PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WBS	KEYS - ALL ALIKE, ADDITIONAL 2 Keys

<u>Code</u>	<u>Description</u>
10WCY	SAFETY TRIANGLES
10WKN	KEYS - ALL ALIKE, ID I-1624 Compatible with Z-250
10XAN	FIRE EXTINGUISHER 5 lb Class A B C
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqn, with 1167 Sqn Charge Air Cooler, Includes In-Tank Oil Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WGK	TRANSMISSION COOLER HOSES Stainless Steel
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

<u>Code</u>	<u>Description</u>
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
14GKP	AXLE, REAR, TANDEM {Dana Spicer D46-172DP} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.57
14ULT	SUSPENSION, REAR, AIR, TANDEM {Hendrickson HAS-460-55} 46,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers, Mounted Inboard
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SJR	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab
16030	CAB Conventional, Day Cab
16564	HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back with Integral Headrest, Vinyl, with Fixed Back, with Under Seat Storage
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.
16SMW	GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab

Includes

<u>Code</u>	<u>Description</u>
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
	: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted
	: SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16VLV	MONITOR, TIRE PRESSURE Omit
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJP	INSTRUMENT PANEL Wing Panel
16XWE	SUNSHADE, EXTERIOR Bright Finish, with Integral Clearance/Marker Lights
16XWY	WINDSHIELD WASHER RESERVOIR Mounted Under Cab with Remote Fill Mounted Behind Cab Drivers Side
16ZJA	ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab
16ZPH	FLOOR, COATING LINE-X, Applied to Interior Cab Floor
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
60AAH	BDY INTG, REMOTE POWER MODULE (2) Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs Each, Max 20 amp per Channel, Max 80 amp Total; includes 2 Switch Packs with Latched Switches
7382135444	(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545437	(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40PVB	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 84-Month/150,000 Miles (240,000 km), Excludes Extended Warranty for Engine and Transmission
40VHX	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 72-Month/150,000 Miles (240,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)

Detail

Service and Parts USB

Peek Window

Title+Fees

FM

SS Oil Pan

INTERNATIONAL®

Vehicle Specifications
2026 HV607 SBA (HV607)

April 17, 2023

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$141,291.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

PRICE QUOTED IS CURRENT PRICE OFFERED BY THE MANUFACTURER. BE AWARE FINAL PRICE AT DELIVERY COULD CHANGE DUE ADDITIONAL COSTS BY MANUFACTURER.

PRICE GUARANTEE DOES NOT INCLUDE GOVERNMENT MANDATES AND ASSOCIATED COSTS, SPECIFICATION CHANGES, FREIGHT, VENDOR PRICE INCREASES AND COMPONENT AVAILABILITY OR MODEL DISCONTINUATION, AND MATERIAL SHORTAGE SURCHARGES. THE AVAILABILITY OF THE TIRES QUOTED CANNOT BE GUARANTEED. INTERNATIONAL RESERVES THE RIGHT TO SUBSTITUTE ANY OR ALL OF THE TIRES, WITH TIRES OF COMPARABLE SIZE FROM ANOTHER MANUFACTURER. INTERNATIONAL AND AFFILIATED DEALERS ARE NOT RESPONSIBLE FOR THE EXPENSE OF CHANGING THE TIRES TO ANOTHER BRAND OR TREAD DESIGN.

This proposal (quote) is valid if chassis is produced by 12/31/23 (price does not guarantee cost of freight or surcharges). Chassis built after 12/31/23 will receive new pricing once build date has been determined. The future cost of Freight, surcharges and 2024 emission charges, are unknown currently, your Lakeside representative will communicate these new increases as soon as we are notified.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



CIT TRUCKS - ROCKFORD (C260)
 4301 N. BELL SCHOOL ROAD
 LOVES PARK, Illinois 61111

WINNEBAGO COUNTY HIGHWAY DEPT
 424 NORTH SPRINGFIELD AVENUE
 ROCKFORD, Illinois 61101
 United States of America

Anthony Strand
 Cell Phone:
 Office Phone: 815-639-2000
 Email: astrand@cittrucks.com

Andy Pirrello
 Email: apirrello@hwy.wincoil.gov

Vehicle Summary

	Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):		20000
Type:	FULL TRUCK	Rr Axle Load (lbs):		40000
Description 1:	Tandem Axle Plow T480	G.C.W. (lbs):		80000
Description 2:	PX9 370 Allison			
	Application	Road Conditions:		
Intended Serv.:	Snowplow: Vehicles which are configured	Class A (Highway)		89
Commodity:	Other minerals	Class B (Hwy/Mtn)		10
		Class C (Off-Hwy)		1
		Class D (Off-Road)		0
	Body	Maximum Grade:		6
Type:	End dump	Wheelbase (in):		190
Length (ft):	10	Overhang (in):		80
Height (ft):	13	Fr Axle to BOC (in):		69.5
Max Laden Weight (lbs):	4000			
		Cab to Axle (in):		120.5
		Cab to EOF (in):		200.5
	Trailer	Overall Comb. Length (in):		334
No. of Trailer Axles:	0			
Type:				
Length (ft):	0			
Height (ft):	0	Special Req.		
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.		
Corner Radius (in):	0			
	Restrictions			
Length (ft):	75			
Width (in):	102			
Height (ft):	13.5			

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/Opt	Description	\$ List	Weight
Model				
0000480	S	T480 Series Conventional	118,609	10,386
0071001	O	T480 Vocational Hood	0	0
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	36	0
0090162	O	T480 Tandem	0	0
0098413	O	State of Registry: Illinois	0	0
Engine & Equipment				
0130210	O	PX-9 370 370@1600 1250@1200, 2021 With Turbo Exhaust Brake (VGT Brake). N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09260 C121 68....Max Vehicle Speed in Top Gea N09440 C234 YES...Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1800..Max PTO Speed N09300 C128 68....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	8,568	0
1000046	O	EPA Emissions Warranty Engine	0	0
1000151	S	PremierSpec	0	0
1000243	O	Gearing Analysis: Performance power before economy results.	0	0
1000254	O	Customer's Typical Operating Spd: 65 mph.	0	0
1000684	O	Effective VSL Setting NA	0	0

Price Level: January 1, 2023
 Deal: Tandem Axle Plow T480
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 Quote Number: QUO-930698-P6C2L1



Sales Code	Std/ Opt	Description	\$ List	Weight
1000858	O	Engine Idle Shutdown Timer Disabled	0	0
1000859	O	Enable EIST Ambient Temp Overrule	0	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0	0
1041399	S	Air Cleaner: MD Composite Engine Mounted	0	0
1093120	O	Inside/Outside Air Intake for Engine Mounted Air Cleaner	892	16
1099080	O	Pre-cleaner mounted in the hood plenum	319	7
1105232	O	Fan Hub: Horton Variable Speed For use with PX engines, L9N or B6.7N natural gas engines on 2.1M only.	361	0
1121233	O	Cooling Module: 2.1M MD Vocation Hood 1000 Square Inches	635	10
1160205	O	Bugscreen Front of grille on 2.1M MD, C500, T800, T880, and W900. Behind grille on T680 and 1.9M MD.	142	2
1247234	O	EXH: 2021 RH Under DPF/SCR with RH SOC Vertical tailpipe. Not 2.1m high roof sleepers	859	0
1290136	O	Tailpipe: 5 in. single 36 in. 45 degree curved.	205	15
1321102	S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0	0
1321205	O	Run Aid:Fuel Heat *For Fuel Filter	41	0
1321305	O	Start Aid:12V Heat *For Fuel Filter	22	1
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	168	0
1504006	O	Block heater: PACCAR 750 watt 120V for PX-7 and B6.7N. 1000 watt for PX-9 and ISL9 engines.	24	2
1509058	O	Fuel tank heater: single Arctic Fox w/thermostat.	574	0
1816200	O	Alternator: SEG 200 amp, brush type Formerly Bosch.	-102	0
1821210	O	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.	161	62
1836106	S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-	0	0

Price Level: January 1, 2023
 Deal: Tandem Axle Plow T480
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Sales Code	Std/ Opt	Description	\$ List	Weight
		volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.		
1840065	O	12V low voltage disconnect for starter battery protection.	0	0
1840067	O	Battery Disconnect Switch Mounted on Battery Box Provides One (1) Switch	249	0
1901084	O	Body Builder Battery Power Prewire	41	0
Transmission & Clutch				
2011613	O	Transmission: Allison 3000RDS 6-speed, With PTO drive gear. 6th Generation controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	7,483	399
2406452	O	Driveline: 2 Dana SPL170XL 1 centerbearing	262	17
2409941	S	One Heavy-Duty One-Piece Aluminum crossmember This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	0	0
2410018	O	Torque converter included w/Allison Transmission.	0	0
2410114	O	Left hand Pto access, right hand dip stick tube Allison 3000 series only.	32	0
2410153	O	Push Button Shifter Controls, Center Console Mounted for Allison Transmission. 2.1m Medium Duty only.	0	0
2410204	O	Allison Fuel Sense: Delete	0	0
2410244	O	J1939 Park Brake Auto Neutral	0	0
2410310	O	Allison Neutral at Stop	0	0
2410426	U	Allison RDS Package 223 <i>Narr Allison RDS Package 223</i>	0	0
2429038	O	PTO Adapter For Front Engine PTO (FEPTO)	2,307	8
2429378	O	Customer installed transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0	0
2460069	O	Transmission Cooler: Automatic Transmission For use with 2.1M MD with Vocational Hood. Includes cooler protector.	1,214	38
Front Axle & Equipment				
2506181	O	Dana Spicer D2000 Front Axle rated 20K standard track.	1,745	120
2621078	O	Front Brakes: 22K Bendix ES S-cam 16.5x6 in.	392	-46
2690035	O	Front Brake Drum: 22,000 lbs. 16-1/2x6 in. Cast.	12	104

Price Level: January 1, 2023
 Dash: Tandem Axle Plus T450
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Sales Code	Std/Opt	Description	\$ List	Weight
2702020	O	Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	292	80
2741970	S	ConMet PreSet Plus Hub package; front axle.	0	0
2750001	S	Hubcap: front vented.	0	0
2765001	S	Front Auto Slack Adjuster.	0	0
2865025	O	Front Springs: Taperleaf 20K w/shock absorbers w/ maintenance-free elastomer spring pin bushings.	170	99
2895305	O	Dual power steering gears: 18/20K	984	75
2899336	O	Power Steering Cooler:Radiator Mounted Air-to-Oil	329	11
2900061	O	50 mm front suspension spacer block.	0	0
2900612	O	Threaded front spring bushings in place of elastomeric.	62	0
Rear Axle & Equipment				
3124403	O	Dual Dana Spicer DSP41 rear axle rated at 40K. (DSP40 w/ heavy-wall housing) w/ 11mm housing and 1.88in. shaft diameter. Tandem rear axles.	8,547	1,991
3200557	O	Rear Axle Ratio - 5.57.	0	0
3334004	O	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0	0
3392005	O	Dual Rear Brake Drums: cast.	0	0
3407050	O	Dual Rear Hubs: Aluminum hub pilot 46K 11-1/4 in. bolt circle.	0	0
3441972	O	ConMet PreSet Plus Hub package; dual rear axle.	0	0
3465002	O	Dual Rear axle automatic slack adjusters.	0	0
3485207	O	Spring Brake: 3030 long stroke dual 30 square inches travel. Helps keep brakes in adjustment longer.	104	4
3495226	S	Bendix 4S/4M anti-lock brake system.	0	0
3500057	O	Interaxle Driveline: 1 Dana SPL170XL Tandem Rear Axles Only	501	96
3532130	O	Wheel Differential Lock for Dana Spicer axles DSP40/DSP41(P)/DSH40(P)/DSH44(P)/D40-155 forward rear axle & rear rear. Under Speed Interlock is standard on T680.	2,176	37
3742020	O	Rear suspension: Tandem Hendrickson Primaax EX462 46K. Steel crossmember & gussets. 54 in. axle spacing. 10 in. ride height.	7,171	511

Price Level: January 1, 2023
 Deal: Tandem Axle Plow T480
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Sales Code	Std/ Opt	Description	\$ List	Weight
3832098	O	Track rods: heavy duty for Hendrickson Primaax EX tandem. Replaces standard duty track rods.	81	37
3832320	O	Bolted rear suspension crossmember for PRIMAAX EX single. Replaces medium duty standard.	0	16
Tires & Wheels				
4077537	O	Front tires: Bridgestone M870 315/80R22.5 20PR All Position	875	94
4277487	O	Rear tires: Bridgestone M799 11R22.5 16PR. 42 in. diameter, drive. 19.5 in. SLR. Code is priced per pair of tires.	1,804	48
4900008	O	Rear Tire Quantity: 8	0	0
5042311	O	Front Wheel: Accuride 29039 22.5X9 steel Steel Armor[™] powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes.	348	70
5242268	O	Rear Wheel: Accuride 50885 22.5x8.25 steel Steel Armor[™] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	224	96
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	0
5900008	O	Rear Wheel/Rim Quantity: 8	0	0
Frame & Equipment				
6057600	O	Frame Rails: 11-5/8 x 3-7/8 x 3/8 in. Steel to 447 in. Truck frame weight is 3.80 lb.-in. per pair of rails. Section modulus is 21.43, RBM is 2,572,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	1,621	394
6309910	O	Delete bumper: Requires a bumper setting code.	-167	-27
6319064	O	64 in. Bumper setting. Requires a bumper code.	0	0
6321010	S	Front tow loops: Two	0	0
6390034	O	24 in. frame rail extensions. Vocational hoods only.	175	36
6391201	O	Custom Frame Layout: one chassis CFL FT: Far forward as possible	1,380	0
6400644	O	Battery box cantilever aluminum BOC with smooth natural finish aluminum cover.	422	19
6409210	O	Rubber battery pad in bottom of battery box. For cantilever-style or between the rails battery boxes.	12	2
6409902	O	Battery box location: RH Side.	90	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
6451127	O	DPF/SCR box polished end plates and diamond plate cover.	174	0
6490139	S	Heavy-duty one-pc aluminum intermediate/fill-in crossmember.	0	0
6490433	S	Heavy-duty 5-piece rear cab support, hucked assembly. Huck fastened to frame.	0	0
6679862	O	Final end-of-frame cut-off dimension will be modified to 66 in. to 74 in.	0	0
6700005	O	Drop-type crossmember below frame pintle hook; square end-of-frame towing configuration. This crossmember limits hitch capacity to 68K.	916	155
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0	0
6722000	S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0	0
Fuel Tanks & Equip				
7140080	O	80 US gallon D-Shape rectangular aluminum under fuel tank, replace. With non-slip step.	351	52
7722170	S	Small DEF tank, 5.5 gallons.	0	0
7889204	S	DEF to fuel fill ratio between 1:1 and 2:1.	0	0
7889606	O	DEF tank location is LH under cab.	0	0
7920080	O	Location: 80 gal fuel tank LH under cab	0	0
Cab & Equipment				
8024311	S	Cab: Stamped aluminum with curved windshield LED markers. Requires separate roof code.	0	0
8090153	O	Hood: Sloped Vocational w/ Stationary Grille w/ Chrome Crown	1,330	-24
8108002	O	Fine particulate filter for cabin air HVAC system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.	35	0
8108011	S	Cab HVAC - Day Cab and 40in Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	0
8201047	O	Kenworth Smartwheel: 18 in. Non-Leather With Integrated Radio and Cruise Controls.	117	0
8201200	S	Adjustable telescoping tilt steering column.	0	0
8203060	O	5 sets of keys. Replaces standard 2 sets of keys.	38	0

Price Level: January 1, 2025
 Deal: Tandem Axle Plow T480
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 Quote Number: QUO-930698-P6C2L1



Sales Code	Std/Opt	Description	\$ List	Weight
8205052	O	PTO air control: On dash w/Indicator light.	0	0
8205087	O	Auto Suspension Dump W/PTO Engagement Interlock. This feature automatically dumps air from the truck suspension when any PTO is engaged. The intent of this feature is to deflate the air suspension air bags while the load is raised to help alleviate any imbalance or instability that can occur with the air bags inflated.	51	2
8205135	O	Information for customer-installed PTO Muncie 10-bolt.	0	0
8208488	O	Five spare switches: Wired to power. EOF wire termination.	98	0
8208601	O	Switch: W/Light & Guard For Trailer Dump Gate. Includes Approximately 3 Meters of Coiled Wire BOC in LH Rail.	133	0
8209999	O	Spare Power Wiring For Customer Installed Devices Behind Dash Cluster. Includes 2 batt, 2 ign, 1 acc, 1 LVD at 20A each.	85	2
8222400	O	Gauge: DD Virtual Gauge - Air Suspension Pressure 1	64	0
8222409	O	Gauge: DD Virtual Gauge - Air Filter Restriction	0	0
8222411	O	Gauge: DD Virtual Gauge - Eng Pto Hour	32	0
8222413	O	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0	0
8222414	O	Gauge: DD Virtual Gauge - Engine Percent Torque	0	0
8222418	O	Gauge: DD Virtual Gauge - Engine Hours Instrument Cluster	0	0
8222419	O	Gauge: DD Virtual Gauge - Volts Instrument Cluster	0	0
8282024	S	Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0	0
8282109	O	Large Flat Panel on Dash For C/I Controls. Replaces Storage Bucket.	11	0
8330591	S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0	0
8410217	O	Driver Seat: KW Premium Air Seat HB Tough Cloth w/ Dual Amrests/Susp Cover/Isolator Lever/Seat Heater	591	0

Price Level: January 1, 2023
 Deal: Tandem Axle Plow T480
 Printed On: 4/14/2023 8:48:49 AM

Date: April 14, 2023
 Quote Number: QUO-930638-P6C2L1



Sales Code	Std/ Opt	Description	\$ List	Weight
8480207	O	Rider Seat: KW Toolbox Seat HB Tough Cloth w/o Amrests	7	0
8490161	O	SEAT COLOR: Black Replacing Standard Gray	0	0
8570012	O	Low Profile Roof Interior LH Overhead Storage	91	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	390	0
8698965	O	Speaker Package For Cab: (2) Speakers B-Pillar	51	0
8699900	O	Metal ground plate: Two-way radio. For customer-installed antenna located in center of cab roof.	86	2
8699933	O	CB Installation Kit: C/I Center Mtd of Header w/ Dual Antenna on LH/RH mirrors. One Jumper Harness.	183	2
8700152	O	Large transmission access hole - center cab floor	109	0
8700196	S	Turn Signal: Self-Cancelling	0	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0	0
8700663	O	Kenworth TruckTech+ The Kenworth Remote Diagnostics system provides the Worlds Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This option is Standard on all Heavy Duty Kenworths with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine. Optional on Medium Duty Kenworths.	1,549	0
8800260	O	Long grabhandle RH side mounted to side-of-cab exhaust.	32	2
8800372	O	Grabhandle: LH, Exterior, Side of Cab - Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	119	3
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0	0
8832113	S	Kenworth Daylite Door with standard LH/RH electric door locks and LH/RH electric window controls.	0	0
8841411	S	Single air horn under cab.	0	0
8850139	S	Look-Down, Pass. Door, Black 11x6	0	0
8850831	O	Mirror: RH Hood Mounted, Dual View, Round CX Chrome	102	4
8850832	O	Mirror: LH Hood Mounted, Dual View, Round Chrome	102	4
8850842	S	Mirror Shell: Dual Aero In-Mold Black	0	0
8860852	O	Mirror: Dual KW Aero Rear View Motor, heated with Integral CX	68	0



Sales Code	Std/ Opt	Description	\$ List	Weight
8871447	O	Rear cab stationary window with dark tint 19in x 36in.	46	0
8879918	O	Two additional outboard windows with dark tint 19in x 12in	152	10
8890038	O	3.5in x 11.5in Plastic Records Holder:Mounted On Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	50	0
8890101	S	One-piece bonded-in windshield with curved glass. Standard.	0	0
8890356	O	4 1/4" Molded Wheelwell Fender Extension.	204	0
8890874	O	Kenworth Cab Air Suspension.	106	0
8891009	O	Thermal/Sound Insulation Package	251	0
8891012	S	Roof: Low Profile Stamped Steel	0	0
Lights & Instruments				
9010813	O	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and w/o DRL. Fender Mtd.	0	0
9022137	S	Marker Lights: Five, rectangular, LED	0	0
9030051	O	LED Stop,Turn,Tail: With One Non LED Backup Light and With An LED License Plate.	-10	-3
9080135	O	Stainless Steel Brackets, Switch & Wiring: Customer-installed dual beacon lights mounted over door of cab.	240	4
9090049	O	Omit Brake Light with Engine Brake. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	0
9090058	O	Switch & Wiring: For customer-installed plow light. Includes circuit breaker.	177	0
9090142	O	Wiring Only: For customer-installed backup alarm.	52	0
9090151	O	Wiring:Cust. Install Trlr Elec. Brake Controller. Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	157	4
9090302	O	Junction Box: Mounted Behind Cab or Sleeper Not Mounted at End of Frame.	128	1
9090312	O	Body Builder Lighting Harness Coiled End Of Frame	150	0

Price Level: January 1, 2023
 Deal: Tandam Axle Plow T480
 Printed On: 4/14/2023 8:48:49 AM

Date: April 14, 2023
 Quote Number: QUO-930699-P6C2L1



Sales Code	Std/Opt	Description	\$ List	Weight
		For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.		
9090849	O	Polyswitches replacing fuses. Switch will automatically reset after removal of excess load.	43	0
Air Equipment				
9101219	O	Air Dryer: Bendix AD-HF Extended Purge Heated With Puraguard	28	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0	0
9110020	O	Full Truck Kit Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	923	15
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0	0
9140252	O	Locate air dryer inside LH rail BOC. This code requires the use of a custom frame layout code.	0	0
9140288	O	Air tanks: clear of transmission area. This code requires the use of a custom frame layout code.	0	0
9140328	O	Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).	0	0
Extended Warranty				
9200008	S	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200022	O	Base Warranty - Standard Service Medium Duty 12 months / Unlimited miles & km	0	0
9201838	O	EW: US Basic Vehicle 7 year/200,000 miles, United States only.	1,710	0
9208552	O	PACCAR EW: PX-9 Protect Plan 1 EPA21 6YR/150K (241,402KM). Each code registered between 366 and 546 days after the vehicles in-service date will be subject to a \$400 late fee. Coverage cannot be added after 200K MI or 545 days past the in-service date.	2,595	0
9208564	O	PACCAR EW: Aftertreatment PX-9 Use W/ PP1 EPA21 6YR/150K (241,402KM). Each code registered between 366 and 546 days after the vehicles in-service date will be subject to a \$400 late fee. Coverage cannot be added after 200K MI or 545 days past the in-service date.	1,250	0
9212629	O	84 Month TruckTech+ Subscription for PACCAR PX Engines	775	0
9220001	O	Base Warranty: Emissions 5YR/100K MI - EPA Engine	0	0
Miscellaneous				
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0

Price Level: January 1, 2023
 Deal: Tandem Axle Plow T400
 Printed On: 4/14/2023 8:48:49 AM

Date: April 14, 2023
 Quote Number: QUC-830588-P0C2L1



Sales Code	Std/ Opt	Description	\$ List	Weight
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0	0
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	52	4
9490404	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of driver seat. Class ABC.	123	11
9490645	O	Zinc Phosphate frame rail paint processing. Requires frame rail code. Code is for 1 pair of rails.	308	0
9491659	S	VMUX Architecture	0	0

Promotions

Paint

9700000	O	Paint color number(s). N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK	0	0
9943048	O	Day Cab Bulk Paint	0	0
9943050	S	Day Cab Standard Paint	0	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

Order Comments



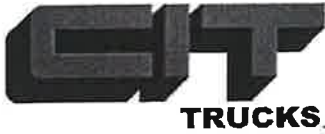
Total List Price (W/O Freight & Warranty & Surcharges)	\$182,547
Marketing and Service Support Fee	\$1,040
Prepaid Freight	\$3,325
Total Surcharge/Options Not Subject To Discount	\$6,330
Total Weight	15,080

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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Winnebago County Highway Department
424 N. Springfield Ave.
Rockford, IL 61101
ATTN: Andy Perillo

Re: QUO-930698-P6C2L1

Andy,

Below is the pricing for a 2024 Kenworth T480 under Kenworth Sourcewell Contract #060920-KTC. We currently do not have any chassis available to build for calendar year 2023. Price is based off 2024 Kenworth T480, but we do not have any remaining build slots. Pricing is subject to change based on 2025 model year (building in 2024 calendar year) once the allotment becomes available. Current totals are below, but are subject to changes.

2024 Kenworth T480*	
Chassis	\$141,200
7yr / 200,000mi Base Vehicle Warranty	\$1,710
6yr / 150,000mi PX9 PP1 Engine & A/T Warranty	\$3,845
84 month (7yr) Truck Tech+ Subscription	\$775
Total Cost	\$ 147,530

*Price subject to change based on chassis availability (currently no 2024 model year T480 available).

Allison transmission is 3 year / unlimited miles standard. Can be extended to 5 years / unlimited miles for additional \$502 OR 7 years / unlimited miles for additional \$1,060**

**Pricing based off 2023 Warranty coverage, subject to change for 2024.

Please let me know if you have any questions or need any more information. Thank you for the opportunity to quote this equipment.

Best Regards,

Tony Strand
Truck Sales Representative
815.228.1847
astrand@cittrucks.com





Peterbilt II-Rockford (R120)
4260 Linden Road
Rockford, Illinois 61109

Winnebago County Highway Dept
424 N Springfield Ave
Rockford, Illinois 61101
United States of America

Connie Swenson
Cell Phone: NULL
Office Phone: (815)874-3433
Email: cswenson@jxe.com

Andy Pirrello

Vehicle Summary

	Unit		Chassis	
Model:		Model 548	Fr Axle Load (lbs):	20000
Type:		Full Truck	Rr Axle Load (lbs):	40000
Description 1:		548 TA Plow Rev 4 7	G.C.W. (lbs):	66000
Description 2:				
	Application		Road Conditions:	
Intended Serv.:		Snowplow	Class A (Highway)	90
Commodity:		Other Commodity	Class B (Hwy/Mtn)	10
			Class C (Off-Hwy)	0
			Class D (Off-Road)	0
	Body		Maximum Grade:	6
Type:		End Dump	Wheelbase (in):	185
Length (ft):		13	Overhang (in):	63
Height (ft):		10.5	Fr Axle to BOC (in):	69.5
Max Laden Weight (lbs):		1000		
			Cab to Axle (in):	115.5
			Cab to EOF (in):	178.5
	Trailer		Overall Comb. Length (in):	288
No. of Trailer Axles:		0		
Type:				
Length (ft):		0	Special Req.	
Height (ft):		0		
Kingpin Inset (in):		0		
Corner Radius (in):		0		
	Restrictions			
Length (ft):		40		
Width (in):		102		
Height (ft):		13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/Opt	Description	\$ List	Weight
Base Model				
0005481	S	Model 548 The Model 548 meets and exceeds the demands of Class 7 and Class 8 specialty application markets that require a rugged workhorse for durability and a wide range of optional content. The Model 548 is available in configurations with a GVW from 33,001 to 66,000 lbs. to suit most vocational applications. The 548 also offers all-wheel-drive. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 548 is in a class of its own.	118,554	10,860
0091200	S	Other Commodity	0	0
0093150	O	Snowplow Truck which is configured for mounting a snowplow to the front. May also have dump or other body.	0	0
0095170	O	End Dump	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipso MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0519180	O	11-5/8" Steel Rails to 444" 11.625 x 3.874 x .375 Dimension, 2,568,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 21.4 cubic inches. Weight: 1.91 lbs/inch pair	1,116	518
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	0	0
0611330	O	Zinc Coated Anti Corrosion Treated Frame Rails Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	366	2
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0	0
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	350	0
0620535	O	FEPTO Prov 24" Bumper Extension With Engine Adapter	1,929	90
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0
0651090	O	Omit Rear Mudflaps and Hangers	0	-25

Price Level: January 1, 2023

100% Complete

Date: April 07, 2023

Deal: 548 TA Plow Rev 4 7

Quote Number: QUO-656389-V0P9P2

Printed On: 4/11/2023 7:25:31 AM



Sales Code	Std/ Opt	Description	\$ List	Weight
Front Axle & Equipment				
1011360	O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	2,229	111
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	251	118
1243050	O	Power Steering Sheppard HD94 Dual Gear For use with 16,000 to 20,000 lb. axle ratings.	961	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	164	2
1354840	S	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	0	0
1380070	O	Greasable Front Spring Pins	124	0
1380280	O	Bendix Air Cam Front Drum Brakes 16.5x7 For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	164	10
1390700	O	Extra-Long Studs For Steel Wheels or later installation of F/O aluminum wheels.	0	0
1391410	S	Gusseted Cam Brackets, Steer Axle	0	0
1392970	O	Heavy Duty Cam Bushings, Steer Axle	28	0
Rear Axle & Equipment				
1523300	O	Dana Spicer DSP41 40,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	10,236	1,942
1616300	S	PHP10 Iron PreSet PLUS Hubs	0	0
1680000	O	Optional Longer Studs for Hub Piloted Whl System	0	0

Price Level: January 1, 2023

100% Complete

Date: April 07, 2023

Deal: 548 TA Plow Rev 4.7

Quote Number: QUC-856333-MOP9P2

Printed On: 4/11/2023 7:25:31 AM



Sales Code	Std/Opt	Description	\$ List	Weight
		For use with furnished by owner installed aluminum wheels with cast drums.		
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	11	9
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	67	2
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680570	O	Bendix ESP Electronic Stability Program With ATC Truck, end dump or roll-off 20-30 yard only (requires body manufacturer code). Model 367 set-forward front axle requires 170"-311" wheelbase. Model 365 set-forward front axle and set-back front axle requires 170"-311" wheelbase. Model 348 requires 170" - 311" for tandem axle. System provides added stability and traction by applying brakes when excessive wheel slip or critical stability threshold is detected. This system is ideally suited for this application due to the high center of gravity loads typical for dump trucks and the risk of rollovers.	822	0
1682710	O	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	219	35
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0
1687090	O	Diff Lock Tandem Axles With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	1,709	60
1705570	O	Ratio 5.57 Rear Axle	0	0
1821640	O	Peterbilt Air Trac 46,000 lbs, 54in Axle Spacing Light Weight	4,010	670
1911330	O	Steel Suspension Insert To EOF 10-3/4x3/8 For use with 11-5/8in frame rail	1,560	445
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	55	0
Engine & Equipment				
2074513	O	PACCAR PX-9 370@1900 GOV@2100 1250@1200	8,373	0

Price Level: January 1, 2023
 Deal: 548 TA Plow Rev 4.7
 Printed On: 4/11/2023 7:25:31 AM

100% Complete

Date: April 07, 2023

Quote Number: QUO-856389-MOP9P2



Sales Code	Std/ Opt	Description	\$ List	Weight
		Performance (2021 Emissions)		
		N21350 C121 51....Maximum Accelerator Pedal Ve		
		N21370 C128 60....Maximum Cruise Speed (P059)		
		N21460 C132 1400..Max PTO Speed (P046)		
		N21520 C133 1.....Timer Setting (P030)		
		N21610 C188 0.....Low Ambient Temperature Thre		
		N21620 C189 60....Intermediate Ambient Tempera		
		N21630 C190 80....High Ambient Temperature Thr		
		N21550 C206 0.....Engine Load Threshold (P516)		
		N21340 C209 120...Hard Maximum Speed Limit (P1		
		N21510 C225 NO....Enable Idle Shutdown Park Br		
		N21450 C231 NO....Gear Down Protection (P026)		
		N21570 C233 YES...Idle Shutdown Manual Overrul		
		N21440 C234 NO....Engine Protection Shutdown (
		N21480 C238 NO....Auto Engine Brake in Cruise		
		N21470 C239 NO....Cruise Control Auto Resume (
		N21430 C333 0.....Reserve Speed Limit Offset (
		N21410 C334 0.....Maximum Cycle Distance (N202		
		N21590 C382 YES...Enable Hot Ambient Automatic		
		N21500 C395 0.....Expiration Distance (N209)		
		N21530 C396 YES...Enable Impending Shutdown Wa		
		N21540 C397 30....Timer For Impending Shutdown		
		N21320 C399 0.....Standard Maximum Speed Limit		
		N21400 C400 252...Reserve Speed Function Reset		
		N21420 C401 10....Maximum Active Distance (N20		
		N21330 C402 0.....Expiration Distance (N207)		
2091130	S	VMUX Electronics Architecture	0	0
2091310	O	Engine Idle Shutdown Timer Disabled	0	0
2091315	O	Enable EIST Ambient Temp Overrule	0	0
2091372		Eff EIST NA Expiration Miles	0	0
2091640		Effective VSL Setting NA	0	0
2092014	O	Typical Operating Speed 65 MPH	0	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	0
2140200	O	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2140460	S	Remote PTO/Throttle, 12-Pin, 250K BOC/BOS J1939, Remote Control Provision	0	0
2140660	O	CARB Emission Warranty	0	0

Price Level: January 1, 2023

100% Complete

Date: April 07, 2023

Deal: 548 TA Plow Rev 4 7

Quote Number: QUO-856389-V0P9P2

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Sales Code	Std/ Opt	Description	\$ List	Weight
2513070	O	200 Amp Alternator, Standard Brush Bosch Long Haul Extreme, standard brush, 170-200 Amps. Dual internal cooling fans, and externally-mounted rectifier and regulator.	189	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	96	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538090	O	3 PACCAR Premium 12V Starting Batteries 3000 CCA	180	62
2539720	O	Low Voltage Disconnect System	0	0
2539850	O	MD - Battery Disconnect Switch Mounted in Cab, Outboard Drivers Seat	614	9
2621130	O	Belt Driven Variable Speed Fan Clutch PX9 Engine PX7/ PX9/L9N/B6.7N. The belt-driven fully variable speed fan drives communicate directly with the PX9 ECM through the included electronic controller, managing the fan speed to match the exact amount of cooling required. The optimized setup creates smoother engagements, reduces noise and frees up available horsepower. These fan drives are also maintenance-free. A belt, additional pulleys, idlers, tensioners, and a drive hub are included to drive the fan.	724	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2812210	S	VGT Exhaust Brake (Variable Geometry Turbo). Provides approximately 90-100 HP of retardation and is part of the turbocharger.	0	0
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	0
2921220	O	Fuel Heat for Fuel Filter	50	0
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	62	0
3010400	O	Engine Protection Shutdown w/ Label Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	5	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling	0	0

Price Level: January 1, 2023

100% Complete

Date: April 07, 2020

Deal: 548 TA Plow Rev 4.7

Quote Number: 000-036009-00099P2

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Sales Code	Std/ Opt	Description	\$ List	Weight
		capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 367 1325 sq in, 367 HH Fepto 1325 sq in, 365 Fepto 1183 sq in, 365 Full Frame Extension 1000 sq in, 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389/367 HH 1604 sq in, 365/567 1379 sq in.		
3211140	S	(1) Air Cleaner Engine Mounted	0	0
3281290	O	Inside/Outside Air Intake Cab mounted controls	733	2
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	986	29
3381770	O	Curved Tip Standpipe(s)	42	1
3387610	O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	139	0
Transmission & Equipment				
4052920	O	Allison 3000 RDS-P Transmission, Gen 6 Rugged Duty Series	7,805	459
4211000	O	SPL170 HD-XL Driveline, 1 Midship Bearing	368	20
4216330	O	SPL170 XL Driveline Interaxle Dana Spicer Life Series heavy-duty drive shafts are built for heavy loads over the long haul. For tandem rear axles.	347	-110
4240020	O	Automatic Transmission Oil Cooler Vocational Hood Only	1,078	13
4250320	U	Programming Allison Snowplow	0	0
4252170	O	Auto Neutral Activates With Parking Brake Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	17	0
4252890	O	Allison FuelSense 2.0 Not Desired	0	0
4252940	O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	540	3
4257110	O	LH Mounted Trans PTO Provisions	35	0

Price Level: January 1, 2023

100% Complete

Date: April 07, 2023

Dev: 548 TA Plow Rev 4 7

Quote Number: QUO-556389-VGP9P2

Printed On: 4/11/2023 7:25:31 AM



Sales Code	Std/ Opt	Description	\$ List	Weight
Air & Trailer Equipment				
4510210	O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	246	0
4520420	O	Pull Cords All Air Tanks	3	0
4540420	S	Nylon Chassis Hose	0	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4543390	O	High Mount Air Tanks BOC/BOS Where Possible Subject to frame review	0	0
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	92	4
4612900	O	AE Connection EOF, 7-Way Socket, Connection EOF Strapped to the rail	461	15
4613300	O	Body Connection w/(1) Trucklite Junction Box LH EOF	186	9
Tires & Wheels				
5008040	O	FF: AP 20ply 315/80R22.5 EnduTrax MA	1,151	78
5108120	O	RR: AP 14ply 11R22.5 EnduCombi RDOS	2,016	196
5190008	O	Code-rear Tire Qty 08	0	0
5210560	O	FF: Accur Stl Armor 29300PK 22.5X9.00 Heavy Duty. PHP10-5 Hand Holes	600	94
5311010	O	RR: Accur Stl Armor 51422PK 22.5X8.25 PHP10-2 hand holes.	12	24
5390008	O	Code-rear Rim Qty 08	0	0
Fuel Tanks				
5584130	O	D-Shaped Aluminum 80 Gallon Fuel Tank LH U/C Non-slip step LH under cab	219	5
5602080	O	Location LH U/C 80 Gallon	0	0

Price Level: January 1, 2023

100% Complete

Date: April 07, 2023

Deal: 548 TA Plow Rev 4 7

Quote Number: QUO-856389-V0P9P2

Printed On: 4/11/2023 7:25:31 AM



Sales Code	Std/Opt	Description	\$ List	Weight
5652900	O	DEF Tank Mounted LH Under Cab	96	0
5652980	S	DEF To Fuel Ratio Between 1:1 And 2:1	0	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0	0
Battery Box & Bumper				
6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	189	-84
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0	0
6121770	O	Steel Bumper Tapered Painted Two tow points, painted same color as frame. ***Warning*** Due to a new legal regulations, all New Medium Duty trucks require headlights to be located in the bumper when the chassis height is GREATER than the following chassis height: Measurement to bottom of frame at front of frame: for the 107 Aero Hood 32.6, for the 109 Aero Hood 31.4, for the 109 Vocational Hood 26.7. Work with applications if your chassis height is unacceptable.	466	40
Cab & Equipment				
6510170	O	109" Fepto Hood w/Stationary Grille, 3pc Metton	2,619	15
6540160	O	Thermal Insulation Package in Cab The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	68	2
6800180	O	Hood Crown - Bright Finish ipo Molded Gray	91	0
6917320	S	Seats Inc. Driver Seat	0	0
6927320	S	Seats Inc. Passenger Seat	0	0
6930500	O	Drivers Armrest - RH Only	28	2
6930800	O	Black Seat Color IPO Standard Color	0	0
6939110	S	Toolbox Under Passenger Seat Non-Suspension Seat	0	0
6939400	S	Air Ride Driver	0	0
6939420	O	High Back Driver	44	0
6939470	S	Vinyl Driver	0	0

Price Level: January 1, 2023
 Deal: 548 TA Plow Rev 4 7
 Printed On: 4/11/2023 7:25:31 AM

100% Complete

Date: April 07, 2023
 Quote Number: QUO-856389-V0P9P2



Sales Code	Std/ Opt	Description	\$ List	Weight
6939510	S	Non-Air Ride Passenger	0	0
6939520	O	High Back Passenger	8	0
6939570	S	Vinyl Passenger	0	0
7000065	O	Metal Interior Door Panel Kick Plates	68	2
7001520	S	Adjustable Steering Column - Tilt/Telescope	0	0
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7036140	S	Probilt Interior Gray/Black - Flat Roof	0	0
7110680	O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	176	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0	0
7230060	S	1-Piece Curved Windshield	0	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7330880	O	Additional Fine Particulate Filter For HVAC Syst 3 micron filtration. For use in extreme high dust applications. Not available with Ember filter 7330890.	18	1
7510070	S	Aero Rear View Mirror Housing, Molded Black	0	0
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	257	3
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0	0
7610500	S	Air Horn Mounted Under Cab	0	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	341	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	51	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	39	0
7728050	O	USB Port	39	0

Price Level: January 1, 2023

100% Complete

Date: April 07, 2023

Dist: 545 TA Plow Rev 4.7

Quote Number: OUC-856389-V0P9P2

Printed On: 4/11/2023 7:25:31 AM



Sales Code	Std/ Opt	Description	\$ List	Weight
7743030	O	CB Antenna Mounting, Dual LH/RH Mirror	97	2
7748145	O	CB Terminals/Wiring Mounted Under Header With mounting bracket	176	2
7788055	O	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.	0	0
7788057	O	24 Months SmartLINQ Subscription PACCAR PX Engines.	0	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7852020	O	Cab Air Suspension	175	15
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	19	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	24	13
7900310	O	Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC	57	9
7901130	O	Backup Alarm (107 DB)	35	3
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	25	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0	0
8022160	O	Fuel Filter Restriction Gauge 52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	203	0
8041200	O	Dual Scale Speedometer MPH Over KPH	0	0
8070110	O	(5) Additional Dash Switches with Wiring Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	230	2

Price Level: January 1, 2023

100% Complete

Date: April 07, 2023

Deal: 548 TA Plow Rev 4.7

Quote Number: QUD-856388-MOP9P2

Printed On: 4/11/2023 7:25:31 AM



Sales Code	Std/ Opt	Description	\$ List	Weight
8070250	O	Switch & Wiring For F/O Snow Plow Light Install. Switch and wiring for furnished by owner snow plow light installation. J168 on chassis harness.	198	0
8070260	O	Switch To Deactivate ATC Traction Control Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0	0
8070390	O	Engine Hourmeter Gauge Located in Digital Cluster Display	0	0
8070450	O	Engine PTO Hourmeter Gauge Located In Digital Cluster Display	0	0
8070810	O	Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display	0	0
8070820	O	Engine Percent Torque Located in Digital Cluster Display	0	0
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	0
8070940	O	Voltmeter Gauge (MD/520 Only) Located in Digital Cluster Display	0	0
8071900	O	Manifold Pressure Gauge 52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	50	2
8073160	O	Override Switch For Fan Clutch	34	0
8111110	S	Headlights Composite Fender Mounted Integral DRL/Park, Turn, and Side Marker	0	0
8120980	S	(5) Marker Lights, Aero LED	0	0
8133450	O	(2) Brackets F/O Beacon/Strobe, Roof Mounted (2) brackets for furnished by owner beacon / strobe lights roof mounted. Located above each door toward rear, includes switch and wiring.	278	4
8134160	S	Self-Canceling Turn Signal	0	0
8134180	O	Daytime Running Lights, Mounted In Bumper Driven by chassis height	194	0
8140080	S	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	0	0
8140850	S	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	0	0
Paint				
8500710	S	Standard Paint Color Selection	-200	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood	0	0

Price Level: January 1, 2023

100% Complete

Date: April 07, 2023

Deal: 548 TA Plow Rev 4.7

Quote Number: QUD-856368-VGP9P2

Printed On: 4/11/2023 7:25:31 AM



Sales Code	Std/ Opt	Description	\$ List	Weight
		Base Coat/Clear Coat		
		N85020 A - L0006EY WHITE		
		N85700 BUMPER L0001EA BLACK		
		N85500 CAB ROOF L0006EY WHITE		
		N85300 FENDER L0006EY WHITE		
		N85200 FRAME L0001EA BLACK		
		N85400 HOOD TOP L0006EY WHITE		

Shipping Destination

Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
9408701	O	Base Warr: Emissions (CARB Surcharge) 5YR/150K MI - PX-9 Engine	1,676	0
9408982	O	Vehicle Layout Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	1,500	0

Miscellaneous

9409046	O	109" Stationary Grille Hood (MODEL 548)	0	0
9409063	O	State Registry: Illinois	0	0
9409843	O	Peterbilt Sourcewell Program Code	0	0
9482375	O	PACCAR Protection Plan 1 (6/150) CARB 2021 Series PX-9 6Yr/150K Mi 241,402 Km	1,310	0
9482382	O	PACCAR Aftertreatment Plan (6/150) CARB 2021 Series PX-9 6Yr/150K Mi 241,402 Km	880	0
9485098	O	Basic Vehicle Medium Duty (CARB) (5/Unlimited) 5 yrs/ Unlimited	2,660	0

Promotions

Order Comments

Price Level: January 1, 2023
Deal: 548 TA Plow Rev 4 7
Printed On: 4/11/2023 7:25:31 AM

100% Complete

Date: April 07, 2023

Quote Number: QUO-856389-V0P9P2



Total List Price (W/O Freight & Warranty & Surcharges)	\$178,487
Marketing and Service Support Fee	\$1,395
Prepaid Freight	\$3,525
Total Surcharge/Options Not Subject To Discount	\$8,026
Total Weight	15,892

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

QUOTE



Peterbilt of Wisconsin, Inc. dba JX Truck Center

4260 Linden Road
Rockford IL 61109
(815) 874-3433

Date: 04/11/2023
Quote #: DE-05303
Type: Cash
Salesperson: Connie Swenson
PO #:

Winnebago County Highway Department (IL)
424 North Springfield Avenue
Rockford IL 61101
P:(815) 319-4000

***** PRICING IS BUDGETARY ONLY FOR PURPOSE OF RESERVATION *****

***** Peterbilt Motors Company Sourcewell Contract #060920-PMC. *****

Reservation Requirements:

- Confirm basic specs (model, axles, engine, transmission)
- Signed reservation form
- Deposit or Purchase Order. If a PO is used, must acknowledge that price is not firm.

No Flooring is included, payment for the chassis is expected upon chassis delivery/inspection

(body will be invoiced separately when delivered complete)

Price is not protected.

Delivery timeframe is not guaranteed.

Trade values subject to change depending on usage/condition.

Stock#: 548 VH	VIN:	0 PETERBILT 548	Price:	\$152,933.95
		Extended Warranty PP1, aftertreatment 6/150, and Basic Vehicle 5/Unlimited		\$4,850.00
		Corrosion Resistant Oil Pan		\$2,102.00
			Per Unit:	\$159,885.95

Total Price	\$159,885.95
Documentation Fee	\$300.00
Title Fee	\$155.00
IL ERT Fee	\$14.00
Total	\$160,354.95

EXHIBIT "D"

Winnebago County Highway Department

Plow/Dump Truck Chassis

Vendor	Lakeside International	CIT Kenworth	JX Peterbilt
Make/ Model	International HV607	Kenworth T480	Peterbilt 548
Year	2026	2024	2024
Purchase Price (each)	\$ 141,291.00	\$ 147,530.00	\$ 160,354.95



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, May 16, 2023

Resolution Title:

(23-022) Resolution Authorizing the Award of Bid for the Spring Creek Road Resurfacing Project (Section: 23-09000-02-RS)

Board Meeting Date: Thursday, May 25, 2023

Budget Information:

Was item budgeted?	N/A	Appropriation Amount:	\$ N/A
If not, explain funding source:			
ORG/OBJ/Project Code:	465 (Rockford Township)	Budget Impact:	\$ N/A

Background Information:

The State requires the County Board to award bids for township MFT projects.

Recommendation:

Staff recommends award to the low bidder

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-017

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

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR
ROCKFORD TOWNSHIP FOR THE RESURFACING PROJECT
(SECTION: 23-09000-02-RS)**

WHEREAS, Rockford Township has planned to resurface Spring Creek Road between Bell School Road and Boone county Line; and

WHEREAS, as Rockford Township plans on using Rebuild Illinois 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 May 16, 2023 for Section 23-09000-02-RS; with the low bid being from **Curran Contracting Company in the amount of \$249,890.77**; and

WHEREAS, it would be in the public interest to award this project to the low bidder Curran Contracting Company in the amount of \$249,890.77

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on May 16, 2023 for Section 23-09000-02-RS from Curran Contracting Company in the amount of \$249,890.77 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Curran Contracting Company for the above noted work; and

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman

Angela Fellars



Chris Scrol

Angela Fellars

Chris Scrol

Jim Webster



John Penney

Jim Webster

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	County	Section Number	Letting Date
Rockford Township	Winnebago	23-09000-02-RS	05/16/23

Approved Engineer's Estimate	Attended By (IDOT Representative(s))	Bidder's Name	Rock Road Companies, Inc.
\$0.00		Bidder's Address	P. O. Box 1818
		City, State, Zip	Crystal Lake, IL 60014 Janesville, WI 53547
		Proposal Guarantee	5% of Total Bid
		Terms	5% of Total Bid

Approved Engineer's Estimate

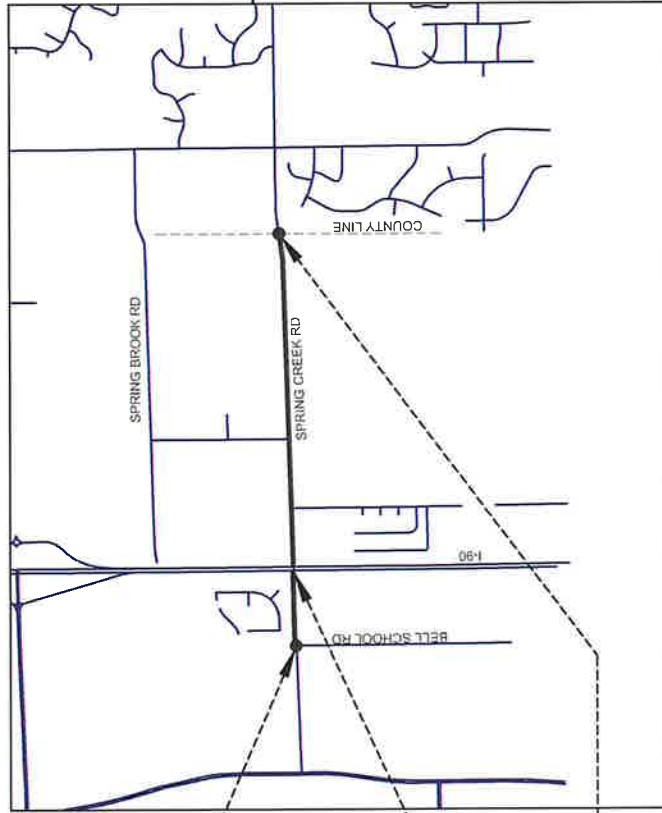
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
40300200	BIT MATLS PR CT		TON	6.5		\$0.00	\$0.0100	\$0.07	\$0.0100	\$0.07		\$0.00
40604062	HMA SC IL-9.5 D N70		TON	2557		\$0.00	\$77.0000	\$196,889.00	\$84.5000	\$216,066.50		\$0.00
40600982	HMA SURF REM BUTT JT		SQ YD	530		\$0.00	\$8.0000	\$4,240.00	\$23.2700	\$12,333.10		\$0.00
48102100	AGG WEDGE SHLDR T-B		TON	1175		\$0.00	\$20.0000	\$23,500.00	\$29.2500	\$34,368.75		\$0.00
70100460	TRAF CONT-PROT 701306		L SUM	1		\$0.00	\$15,000.00	\$15,000.00	\$4,800.0000	\$4,800.00		\$0.00
78001110	PAINT PVT MK LINE 4		FOOT	27959		\$0.00	\$0.3000	\$8,387.70	\$0.3000	\$8,387.70		\$0.00
78001180	PAINT PVT MK LINE 24		FOOT	45		\$0.00	\$5.0000	\$225.00	\$5.0000	\$225.00		\$0.00
78300200	RAISED REF PVT MK REM		EACH	97		\$0.00	\$17.0000	\$1,649.00	\$14.5600	\$1,412.32		\$0.00
Total Bid:						As Read:		\$249,890.77		\$277,593.44		
Total Bid:						As Calculated:		\$249,890.77		\$277,593.44		\$0.00

STATE OF ILLINOIS
WINNEBAGO COUNTY HIGHWAY DEPARTMENT
 SPRING CREEK ROAD RESURFACE
 ROCKFORD TOWNSHIP



SECTION NO.: 23-09000-02-RS
 REBUILD ILLINOIS FUNDS

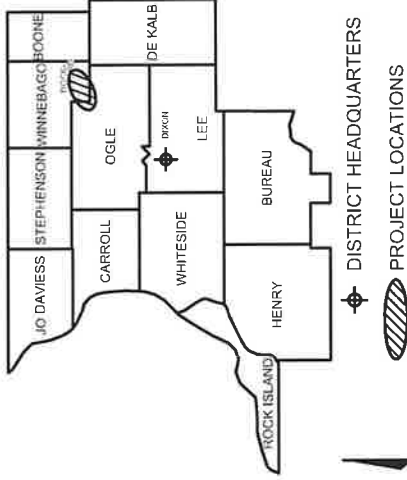
SPRING CREEK ROAD
 (Bell School Rd to County Line)



SPRING CREEK RD
 PROJECT STARTS
 STA 76+74.7

I-90 BRIDGE OMISSION
 212.5 FEET

SPRING CREEK RD
 PROJECT END
 STA 156+62



SPRING CREEK ROAD: 7.98' / FT = 1.51 MILES
 BRIDGE OMISSION:
 (STA 90+42.5 TO 92+55)(212.5 FT) = 0.04 MILES
 NET PROJECT LENGTH: 7.775 FT = 1.47 MILES

ADT: 8,600 (2020) 5% TRUCKS
 FUNCTIONAL CLASSIFICATION: MINOR ARTERIAL
 DESIGN SPEED: 45 MPH
 DESIGN POLICY: (3R) LAFO

**Public Safety &
Judiciary
Committee**



Resolution Executive Summary

Prepared By: Purchasing on behalf of the WCSO
Committee: Public Safety and Judiciary Committee
Committee Date: May 17, 2023
Resolution Title: Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail
Board Meeting Date: May 25, 2023

Budget Information:

Was item budgeted?	N/A	Appropriation Amount:
If not, explain funding source:	Revenue generating contract	
ORG/OBJ/Project Code:	Inmate Commissary Account	Budget Impact: N/A

Background Information: The Purchasing Department sent Request for Proposals for Jail Telecommunication Services with Global Tel*Link Corporation (GTL) being awarded the multi-year, commission generating contract. The contract terms allowed for amendments or adjustments of services, as needed, when the conditions are agreed upon by both the County and GTL.

Amendment #5 addresses the following:

- 1. Section 3. Term** is hereby modified as follows: a. The term of the Agreement is hereby extended for one (1) year from March 30, 2024, to March 30, 2025. This Agreement shall not be further renewed.
- 2.** As soon as reasonably practicable from the Effective Date of this Amendment, Company shall implement mail scanning services.
- 3. Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 7, Enhanced Services and Accessories,** is hereby modified to add the following: a. (j) Mail scanning solution. There is no charge to the Premises Provider for mail scanning services.
- 4. Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 7, Enhanced Services and Accessories (c) Video Visitation Services,** is hereby deleted in entirety and replaced with the following: a. (c) Video Visitation Services: 15 minutes free of local visitation per week. \$0.25 per minutes after 15 free minutes per week of local visitation has been exhausted. Subject to Illinois Department of Corrections Jail Standards.

Recommendation: Captain Engler recommends approval of GTL's Amendment 5.

Contract/Agreement: Amendment 5 to the **GTL Master Services Agreement** has been reviewed by the SAO and all recommendations were incorporated.

Follow-Up: Purchasing Department will route GTL Amendment 5 for signatures.

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

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

2023 CR

**RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO AMEND CONTRACT FOR
TELECOMMUNICATION SERVICES FOR INMATES OF THE WINNEBAGO COUNTY JAIL**

WHEREAS, since 2018, Global Tel*Link Corporation (GTL) has provided, under contract with the County, telecommunication services to the inmates of the Winnebago County Jail; and,

WHEREAS, the County and GTL have agreed to amend the Telecommunication Services contract agreement with the County Jail; and,

WHEREAS, the Public Safety and Judiciary Committee has determined that the account for the aforementioned services shall be as follows:

INMATE COMMISSARY ACCOUNT

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, execute agreement Amendment 5 with Global Tel*Link Corporation.

BE IT FURTHER RESOLVED, that any agreement entered into, pursuant to the authority granted in this Resolution, shall contain substantially the same terms as those contained in the Amendment which is attached hereto as "Resolution Exhibit A".

BE IT FURTHER RESOLVED, the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Captain of Corrections, Director of Purchasing, Finance Director, County Board Office 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

AMENDMENT # 05 TO MASTER SERVICES AGREEMENT

This Amendment # 5 (“Amendment”) takes effect as of the date signed by all parties listed in this preamble (“Effective Date”), and amends and revises that certain **Master Services Agreement**, dated August 14, 2017, as amended from time to time (the “Agreement”), by and between Global Tel*Link Corporation d/b/a ViaPath Technologies with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “Company”), and the County of Winnebago, and the Winnebago County Sheriff’s Office, with an address of 650 W. State Street, Rockford, Illinois 61102 (the “Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to amend the Agreement, as further described below; and

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

1. **Section 3. Term** is hereby modified as follows:
 - a. The term of the Agreement is hereby extended for one (1) year from March 30, 2024, to March 30, 2025. This Agreement shall not be further renewed.
2. As soon as reasonably practicable from the Effective Date of this Amendment, Company shall implement the following mail scanning services.
 - a. **Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 2, Definitions, “Enhanced Services”** is hereby modified to add, “mail scanning services” to the definition.
 - b. **Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 6 Tablets, a. Enhanced Services** is modified as follows: the following paragraph v is added:
 - v. **Mail Scanning Solution:** At the Premise Provider’s request, the Company agrees to scan inmate mail into electronic format that the facility can then deliver electronically to the original inmate recipient. The inmates’ mail will be directed to a mail scanning location designated by Company, where such inmates’ mail will be opened, scanned, and delivered electronically to the Premises Provider and/or Company, for delivery via the Tablets to the inmates. The Premises Provider will provide instructions to those desiring to send mail to inmates, on the address to send the mail, and other information for delivery. The Parties agree that any rule, regulation, statute, or court order, or other change mandated by any federal, state, or local authority which may interfere with, materially alter, or adversely affect Company’s rights or obligations related to Mail Scanning under this Agreement, shall require the Parties to enter into good faith negotiations to renegotiate the terms of this Mail Scanning service. Any additional costs to Company resulting from changes mandated by federal, state, or local authorities shall be reimbursed to Company by Premise Provider until such time that a new agreement on the terms of the Mail Scanning service is reached. Should the parties fail to agree on new terms for the Mail Scanning service, the Company shall be released from any and all further obligation to the Premises Provider to provide the Mail Scanning service. Any changes to the Mail Scanning service do not affect the Parties’ rights and obligations under the rest of this Agreement.

- c. **Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 6, Tablets, c. Premises Provider Obligations**, is hereby modified to add the following requirement:
 - v. (14) prescribe the location for friends and family to send US mail to inmates to the designated mail scanning facility and exclude any legal mail from being sent, and to provide the requested authorization to Company for opening and scanning of the mail (excluding legal mail).

- 3. **Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 7, Enhanced Services and Accessories**, is hereby modified to add the following:
 - a. (j) Mail scanning solution. There is no charge to the Premises Provider for mail scanning services.

- 4. **Service Schedule - Enhanced Services – IP-Enabled Tablets, Section 7, Enhanced Services and Accessories (c) Video Visitation Services**, is hereby deleted in entirety and replaced with the following:
 - a. (c) Video Visitation Services: 15 minutes free of local visitation per week. \$0.25 per minutes after 15 free minutes per week of local visitation has been exhausted. Subject to Illinois Department of Corrections Jail Standards.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties as of the latest date listed below.

Company
Global Tel Link Corporation
d/b/a ViaPath Technologies

Premises Provider
County of Winnebago

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Winnebago County Sheriff's Office

By: _____
 Name: _____
 Title: _____
 Date: _____



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: May 17, 2023
Resolution Title: Resolution Authorizing Execution of a First Amendment to the ARP Subrecipient Agreement by and Between the County of Winnebago, Illinois and Marshmallow's Hope
County Code: N/A
Board Meeting Date: May 25, 2023

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: 61300	Budget Impact: N/A

Background Information: Marshmallow's HOPE HERO Mentors program provides counseling, and one-on-one mentorship to at-risk youth living with suicidal ideations ages 9-19 and their families as described in the original agreement. Marshmallow's Hope is seeking an amendment to include at-risk emerging adults youth ages 20-26 living with suicidal ideations as a result of needs evolving since implementation. This Amendment will not affect the current youth services as stated in the original Agreement; and will increase services for at-risk emerging adults youth ages 20-26 living with suicidal ideations, and suicide survivor families.

Recommendation: Amend 2022 CR 110 as requested.
Contract/Agreement: Original Agreement Attached.
Legal Review: The State's Attorney's Office has reviewed and approved the amendment.
Follow-Up: N/A

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

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

2023 CR

**RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE ARP
SUBRECIPIENT AGREEMENT BY AND BETWEEN THE COUNTY OF WINNEBAGO,
ILLINOIS AND MARSHMALLOW’S HOPE**

WHEREAS, on September 8, 2022, the County of Winnebago, Illinois (the “County”) and Marshmallow’s Hope entered into an ARP Subrecipient Agreement (the “Agreement”) (2022-CR-110), to set forth the obligations of the Parties related to the County pledging a portion of its Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) revenue in support of at-risk youth ages 9-19 living with suicidal ideations and suicide survivor families; and

WHEREAS, since implementation, the agency has received multiple requests for services from the emerging adult population; and

WHEREAS, Marshmallow’s Hope is seeking an amendment to the original Agreement to use funds to also serve the at-risk emerging adults youth ages 20-26 living with suicidal ideations and suicide survivor families; and

WHEREAS, the County and Marshmallow’s Hope acknowledge and mutually agree that this Amendment will not affect the current youth services as stated in the original Agreement; and will increase services for at-risk emerging adults ages 20-26 living with suicidal ideations and suicide survivor families; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the amendment for the aforementioned request and recommends approval.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the First Amendment to the ARP Subrecipient Agreement by and between the County of Winnebago, Illinois and Marshmallow’s Hope, in substantially the same form as that set forth in Exhibit A, attached hereto.

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

Respectfully submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

KEVIN MCCARTHY

JEAN CROSBY

CHRIS SCROL

ANGIE GORAL

TIM NABORS

BRAD LINDMARK, CHAIRMAN

AARON BOOKER

KEVIN MCCARTHY

JEAN CROSBY

CHRIS SCROL

ANGIE GORAL

TIM NABORS

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

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

ATTESTED BY:

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

FIRST AMENDMENT TO THE ARP SUBRECIPIENT AGREEMENT BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND MARSHMALLOW'S HOPE

This FIRST AMENDMENT (“Amendment”) is made and entered into by and between the County of Winnebago, Illinois (the “County”) and Marshmallow’s Hope. The County and Marshmallow’s Hope are collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, on September 8, 2022, the County and Marshmallow’s Hope entered into an ARP Subrecipient Agreement (the “Agreement”) (2022-CR-110), to set forth the obligations of the Parties related to the County pledging a portion of its Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) revenue in support of at-risk youth ages 9-19 living with suicidal ideations and suicide survivor families; and

WHEREAS, Marshmallow’s Hope has submitted a request to the County seeking an amendment to the original Agreement due to needs identified since implementation; and

WHEREAS, the Parties acknowledge and mutually agree that this Amendment will not affect the current youth services as stated in the original Agreement; and will increase services for at-risk emerging adults ages 20-26 living with suicidal ideations, and suicide survivor families.

NOW, THEREFORE, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

I. **Exhibit B, Scope of Work, Section 1**, shall be modified to read as follows:

Marshmallow’s HOPE serves at-risk youth ages 9-19, emerging adults ages 20 - 26 living with suicidal ideations, and suicide survivor families. The four pillars of the program include 1) mentoring, 2) counseling, 3) family support, and 4) survivor support.

Marshmallow’s HOPE HERO Mentors program is a one-on-one mentorship program serving at-risk youth ages 9-19 living with suicidal ideations. The program is designed to be combined with at-risk adult populations, such as first responders, and is a dual suicide prevention effort for both the youth and at-risk adults in Winnebago County. One-on-one counseling is provided to youth, as well as emerging adults, ages 20 – 26.

II. **Exhibit B, Scope of Work, Section 2**, shall be modified, keeping the original text and adding the following:

Emerging adults ages 20-26 will be referred to the Counselor by Marshmallow’s Hope staff member who has been identified as needing a mental health assessment. The initial mental health assessment will be a research based bio-psycho-social assessment to begin developing mental health plan of care. During the initial assessment each emerging adult will complete GAD-7 (anxiety screening tool), PHQ-9 (depression screening tool) and assessment for adverse experiences. Appropriate releases for

consent of information will be signed for ongoing collaborative relationship with outside agencies.

After the referral is placed and received, an initial mental health assessment will be completed. Based upon the assessment, recommendations will be made for initial counseling, outside support services in the community, or recommendation for higher level of care in the community or in the surrounding area.

If the assessments conclude immediate counseling is appropriate, the contracted counselor will implement a variety of psycho-social models based on continuous assessment. Different therapeutic therapies that may be used would include, but are not limited to: Cognitive-Behavioral therapy, Mindfulness, Cognitive therapy, Seeking Safety Framework, Solution-Focused Therapy and group therapy.

III. **Exhibit B, Scope of Work, Performance Measures/Standards**, shall be modified, keeping the original text regarding ages 9 – 19 and adding the following representing ages 20 - 26:

<u>Objectives</u>	<u>Performance Measures</u>	<u>Projected</u> <u>10/01/2022-</u> <u>09/30/2023</u>	<u>Projected</u> <u>10/01/2023-</u> <u>09/30/2024</u>
Intake Survey of all participants	# At risk for suicide	34	52
Mid-program survey	# suicidal ideations diminished	32	49
Exit Survey	# suicidal ideations diminished at exit	30	45
Marshmallow’s HOPE app daily interaction	# emerging adults interacting daily	25	37
Emerging Adults Assessed for behavioral health needs	# emerging adults assessed	34	52
Two (2) Group Sessions (90-minutes) weekly	# emerging adults participating in weekly group	34	52
Individual Counseling (30–60-minute sessions) weekly	# emerging adults requiring immediate counseling	32	49

Except as modified by this Amendment, all other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the ____ day of _____, 2023.

MARSHMALLOW’S HOPE CORP.

COUNTY OF WINNEBAGO, ILLINOIS

Laura Kane
Executive Director
Date: _____

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

Attest:

Lori Gummow
Clerk of the County Board of the
County of Winnebago, Illinois
Date: _____

ARP SUBRECIPIENT AGREEMENT

By and Between
THE COUNTY OF WINNEBAGO, ILLINOIS
and
MARSHMALLOW'S HOPE
FOR AMERICAN RESCUE PLAN ACT ("ARP") FUNDS

THIS ARP SUBRECIPIENT AGREEMENT (hereinafter "AGREEMENT") is made by and between the County of Winnebago, Illinois, a body politic and corporate (hereinafter "COUNTY"), and MARSHMALLOW'S HOPE (hereinafter "RECIPIENT").

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter "ARP"); and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter "US TREASURY") published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to be disseminated to local governments in accordance with the ARP; and

WHEREAS, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$54,886,298.00; and

WHEREAS, the COUNTY received the first fifty percent (50%) of its SLFRF allocation (\$27,443,149.00) on May 15, 2021 and the second allocation on June 9, 2022; and

WHEREAS, the RECIPIENT, submitted a written request to the COUNTY on May 4, 2022 for two-hundred eighty-eight thousand dollars (\$288,000.00) in COVID-19 relief funds to provide economic assistance to a nonprofit organization impacted by COVID-19; and

WHEREAS, the COUNTY intends to allocate a portion of its SLFRF funds to MARSHMALLOW'S HOPE within Winnebago County, Illinois that has suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and

WHEREAS, under section 602(c)(3) of the ARP, the COUNTY may transfer funds to a private nonprofit entity for the purpose of meeting ARP's goals; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of SLFRF funds, the US TREASURY published a document containing answers to Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021 (hereinafter "FAQ"); and

WHEREAS, during their regular public meeting on September 8, 2022, the County Board of Winnebago County, Illinois (hereinafter “BOARD”) approved the aforementioned request from the RECIPIENT subject to all federal, state, and local guidelines regarding the usage of SLFRF funds, including any contractual guidelines set forth by the BOARD, as well as any audit requirements; and

WHEREAS, the COUNTY and RECIPIENT desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the COUNTY in writing.

- 2. GRAND TOTAL SLFRF FUNDS TO BE DISSEMINATED TO RECIPIENT** The grand total sub award of SLFRF funds to be disseminated by the COUNTY to the RECIPIENT as part of this Agreement shall not exceed two-hundred eighty-eight thousand dollars (\$288,000.00) as laid out in Exhibit A, for the work identified in Exhibit B.

3. LIMITATIONS REGARDING THE USE OF SLFRF FUNDS

The RECIPIENT shall ensure that all expenditures utilizing SLFRF funds received in accordance with this Agreement shall be limited to only those eligible services outlined in Section 602 (c) (3) of the US TREASURY ARP FAQ, which states that:

Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The interim final rule clarified that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and the final rule clarified that recipients may transfer funds to any entity to carry out, as a subrecipient, an eligible activity on behalf of the SLFRF recipient (transferor), as long as they comply with the SLFRF Award Terms and Conditions and other applicable requirements. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered a subrecipient and will be expected to comply with all subrecipient reporting requirements. Additionally, a recipient can provide funds to an entity, including a nonprofit organization, for the purpose of directly benefitting the entity as a result of the entity experiencing a public health impact or negative economic impact of the pandemic. In this instance, these entities will be considered beneficiaries, not subrecipients, and will not be expected to comply with subrecipient reporting requirements. Beneficiary reporting requirements will apply.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH ARP

In order to ensure compliance with the existing ARP guidelines set forth by the US TREASURY – while also ensuring that all expenditures within the scope of this Agreement adhere to future guidelines that may be established by the US TREASURY during the term of this Agreement – the RECIPIENT, when requesting reimbursement for eligible ARP expenditures, shall provide to the COUNTY a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide

any backup documentation to support such expenditures. Said invoice must include a statement, signed by the RECIPIENT, indicating that all expenditures therein comport with the guidelines of the ARP as set forth by the US TREASURY. Reimbursement requests shall be submitted to the COUNTY no more than once per month. No reimbursement requests may be submitted to the COUNTY after December 31, 2024.

5. **TIMELINE REGARDING THE DISSEMINATION OF FUNDS TO RECIPIENT**

Upon receipt of the RECIPIENT's complete reimbursement request, the COUNTY shall disseminate funds for all eligible ARP expenditures therein within twenty (20) days of receipt of said reimbursement request. The dissemination of SLFRF funds shall only occur after the COUNTY reviews the RECIPIENT's reimbursement request to ensure that all expenditures detailed therein qualify for reimbursement in accordance with all published federal, state, and local guidance regarding the use of SLFRF funds as specified in the ARP. All payments from the COUNTY to the RECIPIENT are contingent on the availability of SLFRF funds to the COUNTY, and further subject to all applicable federal, state, and local laws regarding the governance of SLFRF funds within the ARP.

6. **EVOLUTION OF ARP GUIDANCE FROM THE US TREASURY**

The COUNTY may request additional information from the RECIPIENT, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US TREASURY during the scope of this Agreement.

7. **TERMINATION**

The COUNTY may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior written notice to the RECIPIENT.

8. **INDEPENDENT CONTRACTOR**

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The RECIPIENT shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the COUNTY for any purpose.

9. **HOLD HARMLESS AND INDEMNIFICATION**

The RECIPIENT agrees to defend, indemnify, and hold the COUNTY, its officers, officials, employees, agents and representatives harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the RECIPIENT, its officers, directors, employees, and/or agents relating to the RECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

10. **COMPLIANCE WITH LAWS AND GUIDELINES**

The RECIPIENT shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARP.

11. MAINTENANCE AND AUDIT OF RECORDS

The RECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the COUNTY or its designees, and the US TREASURY for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the RECIPIENT was reimbursed for unallowable costs under this Agreement or any, the RECIPIENT agrees to promptly reimburse the COUNTY for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

RECIPIENT

Marshmallow's Hope
Attn: Richard Foster, Board President
10283 Tybow Trail
Roscoe, IL 61073

COUNTY

Winnebago County Administration Building
Attn: Patrick Thompson, County Administrator
404 Elm Street
Rockford, Illinois 61101

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation

Indemnification and Maintenance and Audit of Records.

17. AMENDMENT

No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

18. GOVERNING LAW; VENUE

The Agreement shall be governed in all respects by the laws of the State of Illinois, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

19. NON-WAIVER

No failure on the part of the COUNTY to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the COUNTY of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the COUNTY at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The RECIPIENT shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the COUNTY.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. NO THIRD-PARTY BENEFICIARIES

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARP funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

24. CIVIL RIGHTS COMPLIANCE

Recipients of Federal financial assistance from the US TREASURY are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the US TREASURY do not deny benefits or services, or otherwise discriminate on the basis of race, color,

national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

25. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

26. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

COUNTY OF WINNEBAGO, ILLINOIS
a body politic and corporate

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

Date: 9/25/2022

ATTEST:

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

Date: 09/26/2022

RECIPIENT

Kare

Date: 9/21/22

EXHIBIT A

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
(DOJ Financial Guide, Section 3.10)

A. Personnel

Name		Position		Computation				
<i>List each name, if known.</i>		<i>List each position, if known.</i>		<i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>				
Add Personnel	Delete Selected	Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
		\$50,000.00	yearly	1	100%	\$50,000		\$50,000
		\$25,250.00	yearly	1	100%	\$25,250		\$25,250
Total(s)						\$75,250	\$0	\$75,250

Narrative

Add Additional Narrative Text Area

Funding will support the salary of a full-time Program Coordinator and a Part-time Assistan Program coordinator to act as the point of first contact, address individual and family needs at crisis and beyond, recruit and train mentors, facilitate background checks and mentor trainings, and evaluate program outcomes. Because suicide, mental illness, and trauma, do not follow an 8-5 schedule, Program Coordinator hours are catered around the needs of individuals and their families. As such, the mentorship program operates around the needs of individuals, mentors and parents work out availability which includes evening and weekends. Our partner therapists offer counseling from 8-7pm Monday - Friday, and on Saturdays. This proposal will address the Community Support System Framework areas of mental health treatment, and family and community support, in alignment with the Strategic Plan, these needs will be met through assessments, groups, and one-on-one counseling.

B. Fringe Benefits

Name		Computation				
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>				
Add Benefit	Delete Selected	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
		\$50,000.00	7.65%	\$3,825		\$3,825
		\$50,000.00	3.53%	\$1,763		\$1,763
		\$25,250.00	7.65%	\$1,932		\$1,932
		\$25,250.00	3.53%	\$892		\$892
Total(s)				\$8,412	\$0	\$8,412

Narrative

Add Additional Narrative Text

Fringe benefits for FT and PT staff.

E. Supplies						
Supply Items		Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
Add Supply Item	Delete Selected	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Portable Projector Screen		1	\$400.00	\$400		\$400
Laptop, mouse, laptop case, cords		1	\$1,800.00	\$1,800		\$1,800
Software, Adobe or better		1	\$406.00	\$406		\$406
Ipad + Ipad accessories		1	\$900.00	\$900		\$900
Cell Phone		1	\$700.00	\$700		\$700
Office Supplies and support material		1	\$5,000.00	\$5,000		\$5,000
Operation Expense: Insurance		1	\$5,000.00	\$5,000		\$5,000
Total(s)				\$14,206	\$0	\$14,206
Narrative		Add Additional Narrative Text				
Office Supplies and support material for suicide survivors, families, staff and mentors includes: portable projectors for trainings, laptop or ipad, welcome packets for mentors and participants, parent handout material, grief support books.						
Operational Expenses: Insurance						

H. Procurement Contracts									
Description	Purpose	Consultant?							
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>							
Add Item	Delete Selected			Total Cost	Non-Federal Contribution	Federal Request			
Contracted Counselor	Provide mental health assessments, treatment			\$50,000		\$50,000			
Total(s)				\$50,000	\$0	\$50,000			
Consultant Travel (if necessary)									
Purpose of Travel	Location	Type of Expense	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
Add Travel Expense	Delete Selected		Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request	
						\$0		\$0	
Total							\$0	\$0	\$0
Narrative		Add Additional Narrative Text Area							
Contracted mental health Counselor to provide assessments, one-on-one, and group.									

Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training (DOJ Financial Guide, Section 3.10)

A. Personnel

Name		Position		Computation				
<i>List each name, if known.</i>		<i>List each position, if known.</i>		<i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>				
<input type="button" value="Add Personnel"/>	<input type="button" value="Delete Selected"/>	Salary	Rate	Time Worked # of hours, days, months,	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
Laura Kane	Program Coordinator	\$50,000.00	yearly	1	100%	\$50,000		\$50,000
TBD	PT Asst. Coordinator	\$25,800.00	yearly	1	100%	\$25,800		\$25,800
Total(s)						\$75,800	\$0	\$75,800

Narrative

Add Additional Narrative Text Area

Same as year one, offering an increase in salary for PT Asst. Coordinator.

B. Fringe Benefits

Name		Computation				
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>				
<input type="button" value="Add Benefit"/>	<input type="button" value="Delete Selected"/>	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
FT Staff FICA		\$50,000.00	7.65%	\$3,825		\$3,825
FT Staff Unemployment		\$50,000.00	3.53%	\$1,763		\$1,763
PT Staff FICA		\$25,800.00	7.65%	\$1,974		\$1,974
PT Staff Unemployment		\$25,800.00	3.53%	\$911		\$911
Total(s)				\$8,473	\$0	\$8,473

Narrative

Add Additional Narrative Text

Fringe benefits for FT and PT staff.

E. Supplies

Supply Items		Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
<input type="button" value="Add Supply Item"/>	<input type="button" value="Delete Selected"/>	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Office Supplies and support material		1	\$859.00	\$859		\$859
Operation Expense: Insurance		1	\$5,000.00	\$5,000		\$5,000
				\$0		\$0
Total(s)				\$5,859	\$0	\$5,859

Narrative

Add Additional Narrative Text

Office Supplies and support material for suicide survivors, families, staff and mentors includes: portable projectors for trainings, laptop or ipad, welcome packets for mentors and participants, parent handout material, grief support books.
Operational Expenses: insurance

H. Procurement Contracts											
Description		Purpose		Consultant?							
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		<i>Describe the purpose of the contract</i>		<i>Do you want to use a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>							
Add Item		Delete Selected				Total Cost		Non-Federal Contribution	Federal Request		
Contracted Counselor		Provide mental health assessment, treatment				\$50,000			\$50,000		
Total(s)						\$50,000		\$0	\$50,000		
Consultant Travel (if necessary)											
Purpose of Travel		Location		Type of Expense		Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meetings).</i>		<i>Indicate the travel destination.</i>		<i>Hotel, airfare, per diem</i>		<i>Compute the cost of each type of expense X the number of people travelling.</i>					
Add Travel Expense		Delete Selected				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
									\$0		\$0
Total						\$0		\$0	\$0		
Narrative		Add Additional Narrative Text Area									
Contracted mental health Counselor to provide assessments, one-on-one, and group.											

Budget Summary											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$75,250	\$0	\$75,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$151,050
B. Fringe Benefits	\$8,412	\$0	\$8,473	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,885
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$14,206	\$0	\$5,859	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,065
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$147,868	\$0	\$140,132	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$288,000
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$147,868	\$0	\$140,132	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$288,000



EXHIBIT B

ORGANIZATION AND GRANT SPECIFIC INFORMATION	
Organization (“GRANTOR”) Name: Winnebago County Address: 404 Elm Street Rockford, IL 61101	Organization (“SUBRECIPIENT”) Name: Marshmallow’s Hope Nonprofit Organization Corp. Address: 1280 S. Alpine Rd. Rockford, IL 61108 EIN No.: 85-3140746 UEI: YATLD988F377 SAM Cage Code: 92JG3 SAM CCR Expiration Date: 05-23-2023
Fund Information (to be completed by the Grantor)	
Award Type: Federal	
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFSA No.: n/a	
CFDA No. and Title (if Federal): American Rescue Plan	
Federal Award ID No. (FAIN, if Federal): n/a	
Federal Award Date: TBD	
Amount Obligated by this Action: TBD	
Federal Agency (if Federal): U.S. Treasury Department	
Project Information (to be completed by the Grantor)	
Sub award Period of Performance: 10/01/2022 – 09/30/2024	Total Maximum Amount Funded Under this Sub award Agreement: \$288,000
Indirect Cost Rate:	
Is Award R & D: No	
Description Title of Project: Suicide Prevention	
Agreement No. TBD	

Submit to: mdokken@admin.wincoil.gov no later than August 31, 5:00 p.m. Central.

SCOPE OF WORK

1. Provide summary of project. Include geographic areas served and target population.

Marshmallow's HOPE HERO Mentors program is a one-on-one mentorship program serving at-risk youth ages 9-19 living with suicidal ideations. The program is designed to be combined with at-risk adult populations, such as first responders, and is a dual suicide prevention effort for both the youth and at-risk adults in Winnebago County.

2. Provide description of project and activities to be supported or delivered by ARP funds. Please be specific.

Marshmallow's HOPE HERO Mentors program is a one-on-one mentorship program serving at-risk youth (ZOW) ages 9-19 living with suicidal ideations. The program is designed to be combined with at-risk adult populations such as first responders (HERO), and is a dual suicide prevention effort for both the youth and at-risk adults in Winnebago County. Our program is designed to give our HERO mentors a "protective factor." (A protective factor is something that keeps someone who is living in the darkness a reason to stay alive and not end their life by suicide)

By linking a HERO with a ZOW this will bring them both hope, and spending quality time together participating in weekly activities they both find enriching they will build a relationship that will positively impact each other's lives. Through the HERO mentor program, both HERO mentors and ZOWs work towards bettering their mental health through referral therapy services. Our efforts through our HERO mentor program are to help prevent, first responder and youth suicide.

HERO + ZOW= RESILIENCE

Our HERO acronym is defined as:

Help those who may be struggling (both HERO and ZOW), by offering support through mental health treatment and other supportive services.

Encourage them to set attainable goals toward bettering their mental health.

Reach those goals by offering support and linking them to a Marshmallow mental health professional, and

Overcome their pain in efforts to prevent suicide.

Youth will be referred the Counselor by Marshmallow's Hope staff member who has been identified as needing a mental health assessment. The initial mental health assessment will be a research based bio-psycho-social assessment to begin developing mental health plan of care. During the initial assessment each youth will complete GAD-7 (anxiety screening tool), PHQ-9 (depression screening tool) and assessment for adverse childhood experiences. Appropriate releases for consent of information will be signed for ongoing collaborative relationship with outside agencies.

After the referral is placed and received, an initial mental health assessment will be completed. Based upon the assessment, recommendations will be made for initial counseling, outside support services in the community, or recommendation for higher level of care in the community or in the surrounding area.

If the assessments conclude immediate counseling is appropriate, the contracted counselor will implement a variety of psycho-social models based on continuous assessment. Different therapeutic therapies that may be used would include, but are not limited to: Cognitive-Behavioral therapy, Mindfulness, Cognitive therapy, Seeking Safety Framework, Solution-Focused Therapy and group therapy.

3. If funds will be used to cover staff, describe staffing plan.

Full-time employee will work to advance Marshmallow's Hope Nonprofit Organization's mission. The full-time employee position will be responsible for running criminal background checks on all HERO mentor applicants, coordinating the HERO mentor program youth participant with HERO mentor and parent/guardians, as well as coordinating treatment plan with contracted KP counselor. The role will be responsible for delivery of program, organizing and hosting of community education, events, community outreach management, developing, reporting, and collecting data on program outcomes. Employee must meet guideline requirements of a criminal background check. A part-time employee will assist in day-to-day operations and be available to fill in as needed for emergency services.

Contracted Counselor must meet requirements of Illinois State Licensing. Will conduct mental health assessments, weekly individual, and group counseling sessions.

4. Describe partnerships and how you work together to accomplish goals.

Marshmallow's HOPE has many community partners to offer an array of services and support to the youth, HERO mentors, and suicide survivor families. Through our Marshmallow's staff member, we will coordinate most appropriate services for our program participants and refer ZOWs (youth) to contracted counselor for mental health assessment, and recommendations for initial counseling, outside support services in the community, or recommendation for higher level of care in the community or surrounding area will be determined by contracted counselor.

Through our partner The Greg Lindmark Foundation, we refer First Responders for confidential counseling services. Through our partner NAMI Northern Illinois, we refer youth, mentors, and their family members to support groups, offering support to the entire family unit.

Our training program for mentors is done through a contracted community partner The Hope for Us Network, and in partnership with Shatter Our Silence, we offer resilience training, education, and awareness throughout the community in efforts of suicide prevention.

5. If applicable, describe public awareness activities under this program.

Our organization hosts public school assemblies, employee education presentations regarding the importance of mental health and suicide awareness; the warning signs, knowing the signs of when to know to ask for help. We host parent education and awareness classes on the topic of suicide and resilience to educate parents in our community about the warning signs to look for within their family unit.

We host a few events throughout the year to raise awareness and educate our community in efforts of suicide prevention.

PERFORMANCE MEASURES/STANDARDS

Funded programs are required to submit quarterly progress reports that will include Performance Measures based on each specific program. These measures will be used to reflect the success of the proposed program.

Overall Goal: In one sentence, describe your overall goal.

Process Objectives: What steps do you plan to take to reach your goal? Objectives should highlight substantial activities in the program that lead to achieving your goal. Process objectives should describe specific tasks and provide a measure for each. The tasks should lead to the accomplishment of the goal. The process objectives should include a reasonable and realistic marker that can be accomplished within the grant’s period of performance of the grant. Make sure the marker is not too high or too low.

Outcome Objectives: What positive outcomes do you hope to obtain as a result of achieving your goal? These objectives are results that your program seeks to create that support your overall goal, and ultimately benefit the community. Outcome objectives should describe the specific and measurable result that you want to reach.

Instructions: Complete the table below using projected objectives for activity described in Scope of Work for each funded year. Please note any change to objectives must be approved by Winnebago County. Include #'s served in proposed activities.

Sub recipients must complete each section of the table; however, are not required to fill in all rows. Additional rows may be added.

<u>Overall goal of your program:</u> Suicide prevention within our youth and at-risk adult populations such as servicemembers, veterans, and first-responders.			
<u>Objectives</u>	<u>Performance Measures</u>	<u>Projected</u> 10/01/2022- 09/30/2023	<u>Projected</u> 10/01/2023- 09/30/2024
Intake Survey of all participants	# At risk for suicide	104	156
Mid-program survey	# suicidal ideations diminished	98	147
Exit Survey	# suicidal ideations diminished at exit	90	135
Marshmallow’s HOPE app daily interaction	# youth interacting daily	75	112
Youth Assessed for behavioral health needs	# youth assessed	104	156
Two (2) Group Sessions (90-minutes) weekly	# youth participating in weekly group	104	156
Individual Counseling (30–60-minute sessions) weekly	# youth requiring immediate counseling	98	147

DELIVERABLES OR MILESTONES

This Implementation Schedule, should be used as a planning tool for the program and reflect a realistic projection of how the program will proceed and the staff responsible for each task.

Task	Staff Position or Person Responsible	Date Due
Submit invoices (no more than 1x per month)	Marshmallow's Hope Staff	Ongoing
Submit quarterly Periodic Financial Report	Marshmallow's Hope Staff	Ongoing
Submit quarterly data report	Marshmallow's Hope Staff	January 10 April 10 July 10 October 10
Complete all fiscal and programmatic closeout materials	Marshmallow's Hope Staff	10/10/24

If a report deadline falls on a weekend, the report is due the previous Friday.

CONTACTS

Person Completing this Document

Name: Laura Kane
Title: Executive Director
Address: 5062 Safford Road
Rockford, IL 61101

Telephone: 847-754-5770
Email: laura@marshmallowshope.org

Notices Contact (for Agreement)

Name: Richard Foster
Title: Board President
Address: 10283 Tybow Trail
Roscoe, IL 61073

Telephone: 815-978-5201
Email: rich@marshmallowshope.org

Administrative Contact (Reports)

Name: Laura Kane
Title: Executive Director
Address: 5062 Safford Road
Rockford, IL 61101

Telephone: 847-754-5770
Email: laura@marshmallowshope.org

Program Contact

Name: Laura Kane
Title: Executive Director
Address: 5062 Safford Road
Rockford, IL 61101

Telephone: 847-754-5770
Email: laura@marshmallowshope.org

Payments Sent to:

Name: Marshmallow's HOPE
Address: 5062 Safford Road
Rockford, IL 61101

Telephone: 847-754-5770
Email: laura@marshmallowshope.org



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety & Judiciary Committee
Committee Date: May 17, 2023
Resolution Title: Resolution to Extend Project Safe Neighborhoods Agreement
County Code: N/A
Board Meeting Date: May 25, 2023

Budget Information:

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

Background Information: The County acts as Fiscal Agency for the United States Department of Justice, Northern District of Illinois Project Safe Neighborhoods. Sub-award Agreements are pre-selected by the Project Safe Neighborhoods Task Force with final approval by the Department of Justice. Travelers & Immigrants Aid DBA Heartland Alliance for Human Needs & Human Rights is a sub-awardee and is requesting a no-cost extension due to late implementation.

Recommendation: Amend 2021 CR 168 as requested.

Contract/Agreement: Original Agreement and Amendment Attached.

Legal Review: The State’s Attorney’s Office has reviewed and approved the amendment.

Follow-Up: N/A

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

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

2023 CR

RESOLUTION TO EXTEND PROJECT SAFE NEIGHBORHOODS AGREEMENT

WHEREAS, on March 11, 2022, the County of Winnebago, Illinois (the “County”) and Travelers & Immigrants Aid DBA Heartland Alliance for Human Needs & Human Rights entered into a Department of Justice Subrecipient Agreement to carry out the goals of Project Safe Neighborhoods on behalf of the U.S. Attorney’s Office, Northern District of Illinois; and

WHEREAS, Heartland Alliance has submitted a request to the County seeking an amendment to the original Agreement granting a no-cost extension; and

WHEREAS, the Parties acknowledge and mutually agree that this Amendment will not affect the services as outlined in the original Agreement; and

WHEREAS, the Public Safety & Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the amendment for the aforementioned request and recommends approval.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the First Amendment to the Subrecipient Agreement by and between the County of Winnebago, Illinois and, in substantially the same form as that set forth in Exhibit A, attached hereto.

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

Respectfully submitted,
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 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

FIRST AMENDMENT TO THE PROJECT SAFE NEIGHBORHOODS AGREEMENT BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND TRAVELERS & IMMIGRANTS AID DBA HEARTLAND ALLIANCE FOR HUMAN NEEDS & HUMAN RIGHTS

This FIRST AMENDMENT (“Amendment”) is made and entered into by and between the County of Winnebago, Illinois (the “County”) and Travelers & Immigrants Aid DBA Heartland Alliance for Human Needs & Human Rights. The County and Travelers & Immigrants Aid DBA Heartland Alliance for Human Needs & Human Rights (“Heartland Alliance”) are collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, on March 11, 2022, the County and Travelers & Immigrants Aid DBA Heartland Alliance for Human Needs & Human Rights entered into an Agreement (the “Agreement”) (2021-CR-168), to set forth the obligations of the Parties related to the implementation of Project Safe Neighborhoods Fiscal Year 2021; and

WHEREAS, Heartland Alliance has submitted a request to the County seeking an amendment to the original Agreement granting a no-cost extension; and

WHEREAS, Section 5 of the original Agreement states “The term may be extended by mutual agreement of the parties in writing; however, it shall not extend beyond September 30, 2024”; and

WHEREAS, the Parties acknowledge and mutually agree that this Amendment will not affect the services as outlined in the original Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

- I. **Organization and Grant Specific Information**, shall be modified to read as follows:

Subaward Period of Performance: 04/01/2022 – 09/30/2024

Except as modified by this Amendment, all other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the ____ day of _____, 2023.

**TRAVELERS & IMMIGRANTS AID
DBA HEARTLAND ALLIANCE FOR
HUMAN NEEDS & HUMAN RIGHTS**

COUNTY OF WINNEBAGO, ILLINOIS

Date: _____

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

Attest:

Lori Gummow
Clerk of the County Board of the
County of Winnebago, Illinois
Date: _____



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
Organization (“GRANTOR”) Name: Winnebago County Address: 404 Elm Street Rockford, IL 61101	Organization (“SUBRECIPIENT”) Name: Travelers & Immigrants Aid DBA Heartland Alliance for Human Needs & Human Rights Address: 208 S Lasalle Ste 1300 Chicago, IL 60604 EIN No.: 36-1877640 DUNS No.: 066186297 SAM Cage Code: 3V6B8 SAM CCR Expiration Date: 05/23/2022
Fund Information	
Award Type: Federal	
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFSA No.: n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
Federal Award ID No. (FAIN, if Federal): O-BJA-2021-94005	
Federal Award Date: 12/08/2021	
Amount Obligated by this Action: \$455,331	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Project Information	
Sub award Period of Performance: 04/01/2022 – 03/31/2023	Total Maximum Amount Funded Under this Sub award Agreement: \$75,000.00
Indirect Cost Rate: 19.1%	
Is Award R & D: No	
Description Title of Project: Project Safe Neighborhoods, Federal Fiscal Year 2021	
Agreement No. PS004	

**AGREEMENT WITH HEARTLAND ALLIANCE
FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2021**

This AGREEMENT (hereinafter “Agreement”) is entered into this 11th day of March, 2022, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter “Grantor”) and Heartland Alliance (hereinafter “Sub-recipient”). The County and Sub-recipient are collectively referred to herein as “Parties” or individually as a “Party”.

RECITALS

WHEREAS, the County has been selected to act as Fiscal Agency by the Project Safe Neighborhood (PSN) Task Force of the United States Attorney's Office of the Northern District of Illinois and awarded funds through the United States Department of Justice; and

WHEREAS, Heartland Alliance has been selected by the PSN Task Force of the United States Attorney's Office Northern District of Illinois as recipient of Federal Fiscal Year 2021 Project Safe Neighborhoods funds; and

WHEREAS, Heartland Alliance agrees to implement Project Safe Neighborhoods, Federal Fiscal Year 2021, pursuant to the terms and provisions of this Agreement.

WHEREAS, it is the intent of the Parties to this Agreement to perform all of its applicable duties and responsibilities as provided within all of the attached Exhibits and made apart hereof, and as imposed by the Grantor and the laws of the State of Illinois.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

SECTION 1. OBJECTIVES OF PROJECT SAFE NEIGHBORHOODS FFY 2021.

- A. Implement one or more effective strategies to prevent, respond to, and reduce violent crime.
- B. Support the specific activities and resource requirements of the PSN team with the goal of implementing the district's PSN strategy in collaboration with all relevant partners and stakeholders.

SECTION 2. ALLOCATION OF COST.

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$75,000.00 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

SECTION 3. PARTIES' RESPONSIBILITIES.

A. The County shall be Fiscal Agency, managing all fiscal matters on behalf of the PSN team and sub award recipients, including, but not limited to:

- 1) Drawing down federal funds, as needed.
- 2) Payments to each contractor or Sub recipient.
- 3) Submitting Grant Adjustment Notices (GANs).
- 4) Ensuring timely submission of reports.
- 5) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.

B. Heartland Alliance shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement. The parties agree that this Agreement shall include, as if fully set forth herein, the following component parts:

- 1) This document
- 2) Exhibit A – Scope of Work
- 3) Exhibit B – Budget Detail Worksheet/Narrative
- 4) Exhibit C – Performance Measures / Reporting
- 5) Exhibit D – Contacts
- 6) Exhibit E – Terms, Conditions, and Representations
- 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

SECTION 4. DEFAULT.

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

SECTION 5: EFFECTIVE DATE AND TERM.

This Agreement shall be effective on April 1, 2022 and remain in place for 12 (twelve) months, or unless otherwise terminated as provided in Section 6. The term may be extended by mutual agreement of the parties in writing; however, it shall not extend beyond September 30, 2024.

SECTION 6. TERMINATION.

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

SECTION 7. INDEMNIFICATION.

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney’s fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney’s fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

SECTION 8. ASSIGNMENT.

Neither party shall assign this Agreement without the prior written approval of the other party.

SECTION 9. AMENDMENTS.

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

SECTION 10. NOTICES.

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County
Attn: Patrick Thompson, County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61101

If to HEARTLAND ALLIANCE:

Heartland Alliance READI Chicago
Attn: Marci Kresin, COO
208 S. LaSalle, Suite 1300
Chicago, IL 60604

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

SECTION 11. GOVERNING LAW.

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

SECTION 12. COMPLIANCE WITH LAWS.

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

SECTION 13. HEADINGS.

Sections and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

SECTION 14. SEVERABILITY.

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

SECTION 15. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

SECTION 16. WAIVERS.

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

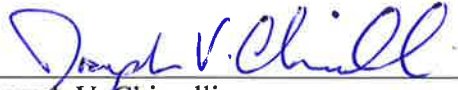
SECTION 17. AUTHORITY

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.


COUNTY OF WINNEBAGO, ILLINOIS
an Illinois body politic and corporate



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

Date: 3/10/2022

ATTEST:



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

Date: 3/11/2022

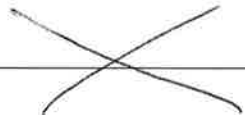
HEARTLAND ALLIANCE

DocuSigned by:


77D0EB63081142E
Evelyn Diaz, President
Heartland Alliance

Date: 3/10/2022

ATTEST:



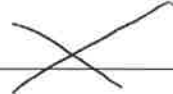
Date: 

EXHIBIT A
SCOPE OF WORK STATEMENT

Heartland Alliance (“Sub recipient”), in accordance with its Agreement with Winnebago County (“Grantor”), shall perform the work (“Work”) which is laid out in the Scope of Work approved by the Project Safe Neighborhoods Task Force and the fiscal agency.

1. Provide summary of service, program, project to be supported or delivered by PSN funds, and how it will lead to a reduction in violent crime.

PSN funds will contribute to Heartland Alliance’s new READI for Reentry Project, an expansion of READI Chicago, a community-based violence prevention program. The goal of the program is to reduce violence involvement and incarceration by identifying, engaging, and providing tailored pre- and post-release support to men who are at high risk for violence involvement. The program will target men who have violent, gun-related offenses, and who are 6-12 months from being released from prison to Chicago. Preference will be given to emerging adults (18-29) who indicate a high risk score on the Ohio Risk Assessment System (ORAS), which IDOC administers, and who have indicators of risk for gun violence involvement, such as violent offense conviction, gang affiliation, and past violence victimization. Each participant will receive the 6-month pre-release portion of the program at an IDOC correctional center, followed by 6 months of post-release services in Chicago. The program model integrates key components of READI Chicago’s successful violence reduction model with additional services that are evidence-based in the field of reentry. Program components will include a focus on assessment, reentry case planning, cognitive behavior interventions (CBI), employment supports (including job readiness sessions, career exploration, assignment of virtual training modules, job pathway alignment and interview preparation), and family and community reintegration supports. Post-release services will include one-time cash assistance upon release from prison and six months of engagement focused on case management and resource coordination, employment supports (including job search, application preparation, and retention coaching), and the continuation of CBI, support groups, and family engagement. These program elements are expected to reduce participants’ involvement in violent crime as they are drawn from the core elements of Heartland Alliance’s READI Chicago, which has demonstrated success at reducing participant arrests for homicides and shootings.

2. If applicable, describe public awareness/community outreach activities under this program.

Heartland Alliance has presented on READI for Reentry to potential employer partners, support service providers, and reentry stakeholders. Additionally, READI Chicago, where READI for Reentry will be housed, is launching a READI Chicago Community Organizing Team, collaborating with participants and their families to formulate strategies to advance public safety, trauma recovery, and criminal justice reform; and collaboratively and intentionally build and strengthen relationships with various public sector stakeholders to affect change. READI’s dedicated community organizers will advise on organizing strategies for effective campaigns related to systems change and train and support the mobilization team on organizing strategies. However, participants themselves will ultimately drive action toward systemic change on issues that directly impact their communities – informing the focus and priorities of organizing campaigns and activities, and recruiting and engaging stakeholders.

3. Describe target population, include number served using PSN funds and eligibility requirements.

The program will target men who have violent, gun-related offenses, and who are 6-12 months from being released from prison to Chicago. Preference will be given to emerging adults (18-29) who indicate a high risk score on the Ohio Risk Assessment System (ORAS), which the Illinois Department of Correction (IDOC) administers, and who have indicators of risk for gun violence involvement, such as violent offense conviction, gang affiliation, and past violence victimization. While the program will be available to men returning to any part of Chicago, IDOC has agreed to give preference to men returning to CPD District 11. We also anticipate that a majority of participants will return to Districts 2, 10, 11, and 15, as these are the Districts that READI Chicago targets as they have the highest rate of gun violence (they also have among the highest rates of people returning from prison).

READI for Reentry seeks to enroll and provide services to up to 120 men during a three-year period with pre-release and post-release services, including enrollment of 60 men in Year 1. PSN funds will be used to hire the second prison-based Reentry Specialist, which will enable the program to enroll 30 additional participants from January 1, 2021 to December 31, 2022.

4. Describe program referral and intake process.

READI for Reentry will adapt READI Chicago's parole participant eligibility screening tool to a prison context. Its use by READI Chicago has resulted in referrals of parolees who are in the 93rd percentile among Chicagoans at risk for future gun violence perpetration or victimization. IDOC has committed to instructing its counselors across the prison system to use the screening tool to screen for READI for Reentry eligibility. Eligible men will be referred to READI for Reentry's Reentry Specialist, who will verify eligibility and will send a participant interest form and program description to the referral. When the Reentry Specialist receives the completed form, indicating that the participant is interested, the Reentry Specialist will notify a designated person at IDOC, who will arrange to transfer the man to the correctional center where programming is taking place (IDOC has committed to making these transfers). Once the participant arrives at the correctional center, the Reentry Specialist will conduct an Orientation with the participant, which will involve describing the program model and participant expectations, and assessing participant needs, strengths, employment/education history, and goals.

5. Describe in detail how each service will be provided.

Pre-release services (6 months at IDOC correctional center): READI for Reentry team will commit two Reentry Specialists to IDOC correctional center(s) to deliver in-person group cognitive behavior intervention and job readiness sessions; one-on-one reentry case planning and career exploration sessions; and assignment of self-paced virtual industry training, job readiness, and educational learning modules. Modules will be matched to individual aptitude and career goals. Case plans will track and monitor success and follow the participant into the community. With consent from the participant, the Reentry Specialists will also engage with participant family members to help them prepare to receive their loved one and support them in achieving their goals. IDOC will provide program computers and classroom space for participants.

Transitional Services: Continuity of care from prison to the community is crucial to the program design. The 6-month pre-release services provide establishment of long-term relationships and resources that follow the individual into Chicago. The Chicago-based Reentry Employment Navigator will meet with participants 30 days prior to release to finalize their reentry case plans and get to know each other. Plans will support the transition to the community by identifying immediate needs to be addressed within the first days of release, and by providing a preliminary schedule and resources for maintaining connection to READI for Reentry post-release.

Post-Release Services (6 months in Chicago): Post-release services will be initiated via a warm handoff between prison-based Reentry Specialist and Chicago-based Reentry Employment Navigator. The

Reentry Employment Navigator will then provide weekly post-release services, including CBI group session; weekly one-on-one workforce development and case management sessions, referrals to resources, and assistance with job search and applications. The Reentry Employment Navigator will also cultivate employers, identify industry requirements, and keep the prison-based staff abreast of employment opportunities and requirements in Chicago. Post-release individual services will occur remotely or in person, adopting the virtual services practices developed by READI Chicago. Since moving some of READI Chicago services online because of COVID-19, READI Chicago staff have provided regular remote check-ins and CBI; and participants have used online job readiness, financial, and computer training resources. Staff are now proficient in providing remote services; and the majority of participants will have access to a cell phone or the internet, which will also make remote services possible for them. HA's internal communications are secure and encrypted; and video conferencing is password protected and host moderated. The program will work with faith-based organizations for donated smart phones and laptops, which has proven successful in the past. Staff will use Salesforce database to upload case plans, record services, and document attendance.

6. Our PSN Task Force must use 30 percent of PSN funding to support the activities of gang task forces. If applicable, describe how your program assists in the reduction of gang activity.

Gang affiliation is one of the high risk indicators that make someone eligible for READI for Reentry. Therefore, many participants will have gang affiliations. READI for Reentry assists in the reduction of gang activity among its participants through its cognitive behavioral interventions (CBI) and employment supports. The CBI curriculum, which is derived from READI Chicago's experience delivering evidence-based CBI curricula to violence-involved participants, specifically addresses risky behaviors associated with gang activity, such as tools and role plays to identify and avoid risky peers and locations, dealing with anger and frustration, and applying cost benefit analysis and other CBI tools to risky situations. Additionally, the individualized employment supports help participants to set and work towards goals that are safe, pro-social, and productive. These supports help participants obtain sustainable employment, allowing them to support themselves and their families without turning to the street economy. Their relationship with READI for Reentry staff will help them honor their commitments and have a role model. Finally, participants who are eligible for and interested in joining READI Chicago will also have the opportunity to benefit from that violence reduction program upon release from prison.

Task	Staff Position or Person Responsible	Date Due
Coordinate with IDOC to initiate process for monthly referrals and intakes to achieve overall goal of 30 new enrollments	Program Manager	4/15/22
Hire, train, and obtain security clearance for PSN-funded Reentry Specialist	Program Manager	5/1/22
Deliver pre-release program inside prison	Reentry Specialist	5/15/22
Submit monthly invoices	Heartland Alliance Finance Department	monthly; as contractually defined

Submit quarterly Periodic Financial Report	Heartland Alliance Finance Department	quarterly; as contractually defined
Submit quarterly data report	Heartland Alliance Finance Department	July 15 October 15 January 15 April 15
Complete all fiscal and programmatic closeout materials	Heartland Alliance Finance Department	As contractually defined

Scope Revisions: Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

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**EXHIBIT B
BUDGET and BUDGET NARRATIVE**

Budget Detail - Year 1												
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training (DOJ Financial Guide, Section 3.10)												
A. Personnel												
Name <i>List each name, if known.</i>		Position <i>List each position, if known.</i>		Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>								
<input type="button" value="Add Personnel"/>		<input type="button" value="Delete Selected"/>		Salary	Rate	Time Worked (# of hours, days, months,	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request		
		Reentry Specialist		\$50,750.00	yearly	1	100%	\$50,750	\$0	\$50,750		
Total(s)								\$50,750	\$0	\$50,750		
Narrative <input type="button" value="Add Additional Narrative Text Area"/>												
A. Salary: Budget - \$50,000 based on annual salary of \$50,000 with a 3% (\$750) increase from July 1, 2022. Employee will work 100% of the time on PSN. The Reentry Specialists will deliver R4R program pre-release at IDOC, including conducting case management (assessment, case planning, transition services, referrals for supportive services), providing individualized education and employment support, and facilitating cognitive behavior interventions and job readiness training.												
B. Fringe Benefits												
Name <i>List each grant-supported position receiving fringe benefits.</i>			Computation <i>Show the basis for computation.</i>									
<input type="button" value="Add Benefit"/>			<input type="button" value="Delete Selected"/>			Base	Rate	Total Cost	Non-Federal Contribution	Federal Request		
Fringe Benefits						\$50,750.00	24.00%	\$12,180		\$12,180		
Total(s)								\$12,180	\$0	\$12,180		
Narrative <input type="button" value="Add Additional Narrative Text"/>												
Budget: \$12,180 Heartland Alliance (FY22) benefit percentage of 24% times budgeted salary of \$50,750. 24% = FICA Tax 7.65% SUTA Tax 0.57% Workers' Compensation Insurance 0.71% LTD Insurance 0.50% Health Insurance 11.13% Life Insurance 0.21% Pension 3.00% STD Insurance 0.23%												
I. Other Costs												
Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>			Computation <i>Show the basis for computation.</i>									
<input type="button" value="Add Item"/>			<input type="button" value="Delete Selected"/>			Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
Telephone Expenses						1		\$42.00	1	\$42		\$42
Total(s)										\$42	\$0	\$42
Narrative <input type="button" value="Add Additional Narrative"/>												
Monthly cell phone expense for one month												

J. Indirect Costs					
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>			
<input type="button" value="Add Indirect Cost"/>	<input type="button" value="Delete Selected"/>	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution
					Federal Request
Negotiated Indirect Cost Rate applied to Salaries and Fringe		\$62,972.00	0.191	\$12,028	\$12,028
<i>Total(s)</i>				\$12,028	\$0
Narrative		<input type="button" value="Add Additional Narrative Text"/>			
the Indirect cost rate is applied to Salaries of \$50,750 and Fringe Benefits of \$12,180 plus the Cell phone expense of \$42.00 at a rate of 19.1%					

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EXHIBIT C
PERFORMANCE MEASURES / REPORTING

Sub Recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. An example of performance indicators is available at [Project Safe Neighborhoods Program \(ojp.gov\)](https://www.ojp.gov/psn). Additional measureable outcomes will be based on activities agreed upon in the sub recipient Scope of Work.

Sub Recipient will provide data to Grantor to indicate whether PSN programming and funded personnel / equipment is having the desired effect, restated here:

- 1) Reduced recidivism rates among PSN funded program participants;
- 2) Improved use of assessments and data to support more efficient and effective local violence reduction strategies;
- 3) Reduction in violent-crime arrests and juvenile justice involvement; and
- 4) Continued coordination and expansion of federal, state, and local law enforcement partner efforts.

Overall goal of your program: To reduce recidivism and violence involvement among men at highest risk of gun violence involvement exiting prison to Chicago		
<u>Process Objectives</u>	<u>Performance Measures</u>	<u>Projected</u> 04/01/2022-03/31/2023
Documentation and record-keeping practices and protocols are developed and implemented.	<ul style="list-style-type: none"> - Documentation and Data Collection Standard Operation Procedure - Cloud-based database 	4/31/22
Full-time staff are trained and oriented in cognitive behavior intervention, Onboard Chicago Bridge training curricula, as well as trauma-informed, restorative justice, risk-needs-responsivity approach.	# of staff trained and oriented	1 staff
IDOC staff use validated assessment tools (ORAS and READI Chicago’s validated eligibility screening tool) to identify and refer men at highest risk of gun violence involvement prior to transfer to IDOC correctional center.	<ul style="list-style-type: none"> - Referral and Transfer Standard Operating Procedure - READI for Reentry Eligibility Screening Tool 	4/1/22
READI for Reentry staff deliver program model through a trauma-informed, restorative justice, risk-needs-responsivity approach.	<ul style="list-style-type: none"> - # of FTE READI for Reentry staff delivering program model 	1 staff 5/1/22
Attend quarterly PSN Task Force meetings	# of PSN Task Force meetings attended	4 meetings

<u>Outcome Objectives</u>	<u>Performance Measures</u>	<u>Projected 04/01/2021- 03/31/2021</u>
Enroll 30 participants in READI for Reentry program	# of participants enrolled	30 participants by 3/31/23
Case management outcomes: 100% of participants complete a needs assessment, have reentry case plans upon release, and a coordinated referral to at least one provider	# of Needs Assessments completed # of participants with Reentry Case Plans when exiting prison # of participants receiving referral to a community-based provider	30 Needs Assessments 15 participants 15 participants
CBI outcomes include: 90% of participants still enrolled in R4R at time of release will have completed 48 CBI sessions	# of participants who have completed 48 CBI sessions	13 participants
Employment outcomes for participants still enrolled in R4R at time of release include: 90% complete job readiness training	# of participants who completed job readiness training	13 participants
Ninety percent of participant families or friends will receive at least 2 calls or visits.	# of participants families or friend receiving 2 phone calls	13 participants
Recidivism outcome is to reduce baseline rate of 29%.	# of participants remaining out of IDOC for 1 year post-release	0 participants will have been out for 1 year

Sub Recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified below.

REPORTING SCHEDULE		
Reporting Period	Date Required	Due Date
April - June	Performance Measures, Narrative Questions	July 15th
July - September	Performance Measures	October 15th
October - December	Performance Measures, Narrative Questions	January 15th
January - March	Performance Measures	April 15th
Final Close Out	Performance Measures, Narrative Questions, Closeout Questions	15 days after grant end date

Note: If a due date falls on a weekend, report is due on the preceding Friday.

**EXHIBIT D
CONTACTS**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

Winnebago County Contacts	Sub recipient Contacts
<p><u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101</p> <p>Telephone: (815) 319-4059 Email: mdokken@wincoil.us</p>	<p><u>Administrative Contact (Reports)</u> Name: Marci Kresin Title: COO Address: 208 S. LaSalle, Suite 1300 Chicago, IL 60604</p> <p>Telephone: 224-688-6466 Email: mkresin@heartlandalliance.org</p>
<p><u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101</p> <p>Telephone: (779) 707-0906 Email: pthompson@wincoil.us</p>	<p><u>Program Contact</u> Name: Sophia Manuel Title: Sr. Program Manager Address: 208 S. LaSalle, Suite 1300 Chicago, IL 60604</p> <p>Telephone: 201-220-7349 Email: smanuel@heartlandalliance.org</p>
<p><u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101</p> <p>Telephone: (815) 319-4059 Email: mdokken@wincoil.us</p>	<p><u>Payments Sent to:</u> Name: Godwin Atoe Title: Senior Financial Analyst Address: 208 S. LaSalle, Suite 1300 Chicago, IL 60604</p> <p>Telephone: 708-297-1502 Email: gatoe@heartlandalliance.org</p>

EXHIBIT E
TERMS, CONDITIONS, AND REPRESENTATIONS

1. Representations

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

2. Certifications

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes

or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

3. Criminal Disclosure

3.1. Mandatory Criminal Disclosures. Sub recipient shall continue to disclose to Winnebago County all violations of criminal law Involving fraud, bribery or gratuity violations potentially affecting this Agreement. *See* 30 ILCS 708/40. Additionally, if Sub recipient receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Agreement, Sub recipient must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

4. Unlawful Discrimination

4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*);
and
- f) The Age Discrimination Act (42 USC 6101 *et seq.*).

5. Lobbying

5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

6. Maintenance and Accessibility of Records; Monitoring

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by the Awarding Agency (including auditors), by the State

of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

7. Conflict of Interest.

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

8. Equipment or Property

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.
- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to

cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

- 8.4 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the County for return to the Awarding Agency.

9. **Promotional Materials; Prior Notification**

- 9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase *“This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”*
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.

EXHIBIT F
AWARD LETTER / SPECIAL CONDITIONS

✓ **Award Letter**

December 8, 2021

Dear Marlana Dokken,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by WINNEBAGO, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Project Safe Neighborhood. The approved award amount is \$455,331.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Amy Solomon
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial

assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

The FY21 Project Safe Neighborhoods Initiative, represents a strategic approach that brings more “science” into criminal justice operations by leveraging innovative applications of analysis, technology, and evidence-based practices with the goal of improving performance and effectiveness while containing costs while addressing crime associated with gun crime and gang violence. Awards under this program will implement the five core elements of PSN— partnerships, strategic planning and research integration, training and technical assistance outreach, and accountability, data analysis, and data-informed efforts —to address specific gun crime and gang violence problems in that district.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

1) New construction;

- 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- 3) A renovation which will change the basic prior use of a facility or significantly change its size;
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- 5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Title 28 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment or a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	_____	Terry

✓ **Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

 **Recipient Information**

Recipient Name

WINNEBAGO, COUNTY OF

DUNS Number

010243822

Street 1

404 ELM ST STE 104

Street 2

City

ROCKFORD

State/U.S. Territory

Illinois

Zip/Postal Code

61101

Country

United States

County/Parish

Province

 **Award Details****Federal Award Date**

12/8/21

Award Type

Initial

Award Number

15PBJA-21-GG-03019-GUNP

Supplement Number

00

Federal Award Amount

\$455,331.00

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.609

Project Safe Neighborhoods

Statutory Authority

34 U.S.C. 60701-60705



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Project Safe

Awarding Agency

OJP

Application Number

BJA

GRANT13388177

Grant Manager Name Phone Number
Stephen Fender 202-598-9490

E-mail Address
Stephen.Fender@ojp.usdoj.gov

Project Title

Project Safe Neighborhoods, Northern District of Illinois - FY 2021

Performance Period Start Date	Performance Period End Date
10/01/2021	09/30/2024

Budget Period Start Date	Budget Period End Date
10/01/2021	09/30/2024

Project Description

The proposed project period is October 1, 2021 through September 31, 2024 and seeks to focus on reducing crime in Chicago and Rockford, IL. In Rockford, the focus is City-wide, in Chicago the effort is focused on the seven most violent police districts in the city: 4th (South Shore); 7th (Englewood); 9th (Back of the Yards); 10th (Lawndale); 11th (Garfield Park); 15th (Austin); and the newly added 6th District (Auburn/Gresham).

The overarching goal is to reduce violent crime in the most violent neighborhoods in Chicago and Rockford by addressing crime before it happens. In FY 21, the PSN strategy will fund a range of initiatives to support Chicago crime reduction and the growing crime problem in Rockford.

The NDIL PSN Task Force proposes to address gun trafficking, felon recidivism, youth violence and prevention, gun violence, and gang violence in Chicago. PSN partners in the City of Rockford will continue to address gun violence, gang violence, domestic violence and youth prevention, adding increased prosecution to their strategy this year. While we have a research partner as a member of the PSN Task Force, they are not funded under PSN 2021.

In addition to the development of the Strategic Plan, primary activities include the implementation of the READI for Re-Entry program to conduct pre-release intervention services, coordinating with the Illinois Department of Corrections on parole compliance,

supporting the development a pre-release gang intervention pilot program, and increasing overtime for gun trafficking task force activities. We will also be establishing a Special Assistant United States Attorney in the Winnebago County State's Attorney's Office to work more effectively, prosecuting cases in either State or federal court.

NDIL Task Force members identified the following priorities to be allocated with PSN 2021 funds:

- 18.51% of grant funds will be made available to the *Cook County Juvenile Temporary Detention Center* to create gang prevention programming for youth from Chicago's PSN districts;
- 24.68% will be made available to the *Illinois Department of Corrections* to enhance parole compliance checks in Chicago and Rockford PSN districts;
- 18.51% of funds will be made available to *Heartland Alliance* for re-entry services for those returning to Chicago's PSN districts;
- 24.68% will be made available to the *Winnebago County State's Attorney's Office* to enhance prosecutions in Winnebago County related to the Rockford PSN district; and
- 13.62% is being made available the *Chicago Police Department* to support overtime related to gun trafficking task force activities.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -

- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by

the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or

refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for

expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the

recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of

the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable

requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to

contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

33

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

35

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

36

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

37

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

38

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete

monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40

The award recipient agrees to comply with the requirements of 28 CFR Part 46 and all other Department of Justice/Office of Justice Programs policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate.

41

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

42

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the

Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

43

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

44

Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

45

The grantee agrees to secure and maintain on file signed statements by each member of the selection committee appointed by the United States Attorney or the PSN Task Force indicating that in making recommendations or decisions regarding contracts or subgrants paid for by this grant, the member had no conflict of interest. Such statements must include all of the language included in the PSN Conflict of Interest Certification, however, the grantee may use a different format or may add other related certifications of their own.

46

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

47

The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.

48

The recipient agrees to ensure that 30 percent of PSN funding is used to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking.

49

The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

50

PSN Fiscal Agent Definition

References in this award document to "recipient" and "fiscal agent" both refer equally to the entity or organization receiving this award directly.

Load More



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before,

after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Amy Solomon	11/3/21 11:42 AM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Director, Chairman's Office of Criminal Justice Services

Name of Authorized Entity Official
Marlana Dokken

Signed Date And Time
12/9/2021 3:51 PM

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: May 25, 2023

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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

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

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station – Integrated Inspection Report 05000454/2023001 and 05000455/2023001
 - b. Federal Register/Vol. 88, No. 94/Tuesday, May 16, 2023/Notices
2. County Clerk Gummow received from Charter Communications a letter regarding the Quarterly Franchise Fee Payment for the Town of Roscoe, IL.

Adjournment