



# WINNEBAGO COUNTY

— ILLINOIS —

## REVISED AGENDA

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

Thursday, June 27, 2024  
6:00 p.m.

1. Call to Order ..... Chairman Joseph Chiarelli
2. Invocation and Pledge of Allegiance.....John Butitta
3. Agenda Announcements..... Chairman Joseph Chiarelli
4. Roll Call .....Clerk Lori Gummow
5. Awards, Presentations, Public Hearings and Public Participation
  - A. Awards – None
  - B. Presentations – None
  - C. Public Hearings – None
  - D. Public Participation – None
6. Approval of Minutes..... Chairman Joseph Chiarelli
  - A. Approval of May 23, 2024 minutes
  - B. Layover of June 13, 2024 minutes
7. Consent Agenda..... Chairman Joseph Chiarelli
  - A. Raffle Report
  - B. Auditor’s Report
8. Appointments (Per County Board rules, Board Chairman appointments require a 30-day layover unless there is a suspension of the rule)
  - A. Hulse Cemetery of Pecatonica Association, Annual Compensation: None
    1. Maggie Lannon (New Appointment), Chicago, Illinois, to serve 6-year term expiring May 2030
9. Reports of Standing Committees.....Chairman Joseph Chiarelli

- A. Finance Committee.....**John Butitta, Committee Chairman**
  - 1. Committee Report
  - 2. Ordinance for Approval of Budget Amendment for Circuit Court Mid-Year Adjustments to be Laid Over
  - 3. Resolution Authorizing Settlement of a Claim against the County of Winnebago entitled Gina Tarara versus Winnebago County
  
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**

Planning and/or Zoning Requests:

  - 1. TA-01-24 An Ordinance Amending the Unified Development Ordinance (UDO) Regarding Commercial Wind Power Generating Facilities / Wind Farms (aka Commercial Wind Energy Facilities) and Solar Farms (aka Commercial Solar Energy Facilities), County-wide, to be laid-over.
  - 2. SU-04-24 A Special Use Permit (an Amendment to Enable Retail Sales of Pre-Packaged Alcohol) for an Agri-Business that Allows U-Pick Operations (i.e. an Apple Orchard and Raspberry / Pumpkin Patches), a Cider Mill and a Petting Zoo, Inclusive of Traditional Accessory Uses (i.e. Gift / Snack Shop, Parking, Etc.) in the AG, Agricultural Priority District for the property that is commonly known as 8218 Cemetery Road, Winnebago, IL 61088 in Burritt Township, District 1, to be laid-over.
  - 3. Z-03-24 A Map Amendment to Rezone 5.02+- Acres from the AG, Agricultural Priority District to the IH, Heavy Industrial District for the property that is commonly known as 16222 3rd Street, Seward, IL 61077 in Seward Township, District 1, to be laid-over.
  - 4. Committee Report
  
- C. Economic Development Committee ..... **John Sweeney, Committee Chairman**
  - 1. Committee Report
  
- D. Operations and Administrative Committee ..... **Keith McDonald, Committee Chairman**
  - 1. Committee Report
  - 2. Resolution Awarding Lower-Level Roof Replacement at Juvenile Justice Center Using CIP PSST Funds  
Cost: \$107,814
  - 3. Resolution Awarding Renewal for Onsite Wellness Clinic Services
  - 4. Ordinance Amending Section 2-88 [Appointments to Commissions, Boards, Authorities, or Special Districts] of the Winnebago County Code relating to the Rules of Procedure of the County Board of the County of Winnebago, Illinois to be Laid Over
  
- E. Public Works Committee..... **Dave Tassoni, Committee Chairman**
  - 1. Committee Report
  - 2. (24-024) Resolution Authorizing an Engineering Services Agreement with Willett Hofmann & Associates, Inc. to Provide Structural Engineering Services for the Meridian Road Bridge Over the Pecatonica River and for Appropriation of Motor Fuel Tax Funds (Section 16-00626-00-BR)  
Cost: \$270,430

C.B. District: 2

3. (24-025) Resolution Authorizing the Obligation Retirement of Bond Payments from MFT Funds (Section 14-00563-00-GB)  
 Cost: \$199,750 C.B. District: N/A
4. (24-026) Resolution Authorizing a Professional Engineering Services Agreement with Willett Hofmann & Associates to Provide Plans and Specifications for the Elevated Water Storage Tank Improvements at the Winnebago County Water District (Section 24-00730-00-MS)  
 Cost: \$15,500 C.B. District: 11
5. (24-027) Resolution Authorizing an Intergovernmental Cooperation Agreement for Railway-Highway Grade Crossing Improvements on Roscoe Road  
 Cost: No cost to the County C.B. District: 3
6. (24-028) Resolution for Award of Bid of the Second 2024 County General Letting  
 Cost: \$41,424.4 C.B. District: County Wide
7. (24-029) Resolution Authorizing the Award of Bid for Perryville Path Resurfacing from Harlem Road to Hart Road  
 Cost: \$92,346.60 C.B. District: 7

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

1. Committee Report
2. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the Rockton Fire Protection District for Fire and EMS Dispatch Services
3. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the Village of Machesney Park for Police Services

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

1. Committee Report

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

**Appointments read in on May 23, 2024**

- A. Seward Sanitary District, Annual Compensation: None
  1. Kelsey Heslop (Reappointment), Pecatonica, Illinois, to serve a 3-year term expiring May 2027
- B. Zoning Board of Appeals, Annual Compensation: \$100 per meeting
  1. Ernest Fuhr (Reappointment), Rockford, Illinois, to serve a 5-year term expiring May 2029
- C. Win-Bur-Sew Fire Protection District, Annual Compensation: Not to exceed \$1,500 per year, plus 50% if ambulance service
  1. Guy Cunningham (Reappointment), Winnebago, Illinois, to serve a 3-year term expiring May 2027

**Finance Committee**

- A. Ordinance for a Budget Amendment for State’s Attorney VOCA Grant Renewal Laid Over from June 13, 2024 Meeting
- B. Ordinance for a Budget Amendment for Bond Paying Agent Fees Laid Over from June 13, 2024 Meeting

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

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

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

**Next Meeting: Thursday, July 11, 2024**



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

# **Approval of Minutes**

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
MAY 23, 2024**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, May 23, 2024 at 6:00 p.m.

Chairman Chiarelli announced the recent passing of Melinda Macias's father and brother and Debbie Jarvis's father.

2. Board Member McCarthy gave the invocation and led the Pledge of Allegiance.

Board Member McDonald asked for a moment of silence to reflect on the men and women who have sacrificed to defend our nation.

3. Agenda Announcements: None

4. Roll Call: 17 Present. 3 Absent. (Board Members Booker, Crosby, Fellars, Goral, Guevara, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Penney, Salgado, Scrol, Sweeney, Tassoni, Thompson and Webster. (Board Members Arena, Butitta, and Nabors were absent.)

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

5. Awards - None

Presentations- None

Public Hearings - None

Public Participation – Tom Walsh, Memorial Day Program May 25 2024, Pro. Discussion by Board members Webster and Penney.

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Guevara made a motion to approve County Board Minutes of April 25, 2024 and layover County Board Minutes of May 9, 2024, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Nabors were absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for May 23, 2024. Board Member Webster made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Thompson. Motion was approved by a voice vote. (Board Members Arena, Butitta, and Nabors 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. Sward Sanitary District, Annual Compensation: None**
1. Kelsey Heslop (Reappointment), Pecatonica, Illinois, to serve a 3-year term expiring May 2027
- B. Zoning Board of Appeals, Annual Compensation: \$100 per meeting**
1. Ernest Fuhr (Reappointment), Winnebago, Illinois, to serve a 5-year term expiring May 2029
- C. Win-Bur-Sew Fire Protection District, Annual Compensation: Not to exceed \$1,500 per year, plus 50% if ambulance service**
1. Guy Cunningham (Reappointment), Winnebago, Illinois, to serve a 3-year term expiring May 2027

### REPORTS FROM STANDING COMMITTEES

#### FINANCE COMMITTEE

9. No Report.

#### ZONING COMMITTEE

10. TA-01-24: An Ordinance Amending the United Development Ordinance (UDO) Regarding Commercial Wind Power Generating Facilities/Wind Farms (aka) Commercial Wind Energy Facilities) and Solar Farms (aka Commercial Solar Energy Facilities) to be laid over, county-wide.

Board Member Webster announced the next meeting will be June 26<sup>th</sup>.

#### ECONOMIC DEVELOPMENT COMMITTEE

11. Board Member Sweeney made a motion to approve a Resolution Authorizing a Grant up to Thirty-Thousand Dollars (\$30,000) from Host Fees to Tad More Sustainability Institute (TMSI) to Assist with their Sewing Apprenticeship Program, seconded by Board Member Penney.

Discussion by Board Member Sweeney and Penney. Motion was approved by a unanimous vote of all Members present. (Board Members Arena, Butitta, and Nabors were absent.)

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

12. Board Member McDonald made a motion to approve a Resolution Authorizing Acceptance of Credit Cards by the Winnebago County Regional Planning and Economic Development and the Winnebago County Highway Department for Permitting Fees, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Nabors were absent.)
13. Board Member McDonald made a motion to approve a Resolution Awarding Payment Processing Services to Autoagent Data Solutions, LLC (MuniciPAY) for the Winnebago County Regional Planning and Economic Development Department and the Winnebago County Highway Department, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Nabors were absent.)
14. Board Member McDonald made a motion to approve a Resolution Awarding for Joint Painting Services, seconded by Board Member Penney. Motion was approved by a unanimous vote of all member presents. (Board Members Arena, Butitta, and Nabors were absent.)
15. Board Member McDonald made a motion to approve a Resolution Awarding Bid for Joint Carpentry Services, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Nabors were absent.)

### **PUBLIC WORKS COMMITTEE**

16. Board Member Tassoni made a motion to approve (24-017) a Resolution Authorizing the Appropriation of Motor Fuel Tax Funds for Phase II Engineering Services for the East Riverside Boulevard Project (Section 21-00624-00-RS), seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Nabors were absent.)
17. Board Member Tassoni made a motion to approve (24-018) a Resolution Authorizing the Appropriation of Motor Fuel Tax Funds for Phase 1 Engineering Services for the Owen Center Road Project (Section 22-00712-00-SP), seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Nabors were absent.)
18. Board Member Tassoni made a motion to approve (24-019) a Resolution Authorizing the Award of Bid for Resurfacing Miscellaneous Roads in Harlem Township (Section: 23-00715-00-WR), seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Nabors were absent.)
19. Board Member Tassoni made a motion to approve (24-020) a Resolution Authorizing the Award of Bid for the Linden Road Widening and Resurfacing Project (Section: 23-00715-00-WR),

seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Nabors were absent.)

20. Board Member Tassoni made a motion to approve (24-021) a Resolution Authorizing the Award of Bid for Bulk Rock Salt, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Nabors were absent.)
21. Board Member Tassoni made a motion to approve (24-022) a Resolution Authorizing an Agreement with CES for Professional Land Surveying Services on Roscoe Road (Section: 23-00719-00-SP), seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Nabors were absent.)
22. Board Member Tassoni read in for the first reading of (24-023) Ordinance Amending Chapter 50, Article IV of the Winnebago County Code and Adopting a Surface Water Management-Fee Schedule, to be laid over.

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

23. Board Member Lindmark made a motion to approve a Resolution Awarding Inmate (and Detainee) Commissary, Banking and Food Services, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Nabors were absent.)
24. Board Member Lindmark made a motion to approve a Resolution Authorizing a Five-Year Agreement with Flock Group Inc. for the Deployment of License Plate Readers throughout Winnebago County, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Arena, Butitta, and Nabors were absent.)

### **LEGISLATIVE AND LOBBYING COMMITTEE**

25. No Report.

### **UNFINISHED BUSINESS**

26. None.

### **NEW BUSINESS**

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

### **ANNOUNCEMENTS & COMMUNICATION**

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

- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
  - a. Summary of April 9, 2024, Public Meeting with Constellation Energy Generation, LLC Regarding Escape Hoods (EPID L-2024-LRM-0041)
  - b. Federal Register/Vol. 89, No. 89/Tuesday, May 7, 2024/Notices
  - c. An Application for Amendments to Facility Operating Licenses and Involving Proposed No Significant Hazards Consideration Determination and Containing Sensitive Unclassified Non-Safeguards Information.
  - d. Byron Station-Integrated Inspection Report 05000454/2024001; 05000455/2024001 and 07200068/2024001.
  - e. Federal Register/Vol. 89, No. 94/Tuesday, May 14, 2024/Notices
- B. County Clerk Gummow submitted from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
  - a. Collateralization Report – March 31, 2024
  - b. Investment Report - as of April 30, 2024
  - c. Winnebago County Treasurer Bank Balances –April, 2024
  - d. Interest Report- As of May 1, 2024
- C. County Clerk Gummow submitted Monthly Reports from the Winnebago County Recorder’s Office and Winnebago County Clerk’s Office for April, 2024.
- D. County Clerk Gummow submitted from Stillman Fire Protection District the following:
  - a. Agenda from Decennial Committee Meeting #1 on October 10, 2023
  - b. Agenda from Decennial Committee Meeting #2 on February 13, 2024
  - c. Agenda from Decennial Committee Meeting #3 on April 9, 2024
  - d. Final report/document for the Stillman Fire Protection District Decennial Committee dated April 9, 2024
  - e. Minutes for Meeting #1 on October 10, 2023
  - f. Minutes for Meeting #2 on February 13, 2024
  - g. Minutes for Meeting #3 on April 9, 2024

Board Member spoke of proper Memorial Day flag etiquette.

Board Member Goral asked for information regarding the Memorial Day Parade.

### ADJOURNMENT

- 29. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member Thompson. Motion was approved by a voice

vote. (Board Members Arena, Butitta, and Nabors were absent.)The meeting was adjourned at 6:24 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk  
ar



**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
JUNE 13, 2024**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, June 13, 2024 at 6:00 p.m.
2. Board Member Booker gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 16 Present. 4 Absent. (Board Members Arena, Butitta, Booker, Crosby, Goral, Guevara, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Salgado, Sweeney, Tassoni, Thompson and Webster. (Board Members Fellars, Hanserd, Penney, and Scrol were absent.)

Chairman Chiarelli gave a moment of silence in observance of the passing of Greg Tassoni, Board Member Dave Tassoni's brother.

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

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

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Nabors made a motion to approve County Board Minutes of May 9, 2024 and layover County Board Minutes of May 23, 2024, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Hanserd, Penney, and Scrol were absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for June 13, 2024. Board Member Hoffman made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Goral. Motion was approved by a voice vote. (Board Members Fellars, Hanserd, Penney, and Scrol were absent.)

## APPOINTMENTS

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

**A. Rockford Corridor Improvement, Inc. Annual Compensation: None**

1. Pastor Maurice A. West (Reappointment), Rockford, Illinois, to serve 3-year term expiring November 2026
2. LoRayne Logan (Reappointment), Rockford, Illinois, to serve 3-year term expiring November 2026

**B. Howard Union Cemetery Association, Annual Compensation: None**

1. George Fagerstrom (Reappointment), Pecatonica, Illinois, to serve 6-year term expiring June 2030
2. Kris Smith (New Appointment), Davis, Illinois, to serve 6-year term expiring June 2030

## REPORTS FROM STANDING COMMITTEES

### FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance for a Budget Amendment for State's Attorney VOCA Grant Renewal to be Laid Over.
10. Board Member Butitta read in for the first reading of an Ordinance for Budget Amendment for Bond Paying Agent Fees to be Laid Over.

### ZONING COMMITTEE

11. No Report.

### ECONOMIC DEVELOPMENT COMMITTEE

12. Board Member Sweeney made a motion to approve a Resolution Authorizing Execution of a Development Agreement with the Village of New Milford for a \$400,000 Host Fee Pursuant to the Economic Development, Business Incentive and Host Fee Program Policy, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Hanserd, Penney, and Scrol were absent.)

## OPERATIONS & ADMINISTRATIVE COMMITTEE

13. Board Member McDonald made a motion to approve a Resolution Awarding Purchase of Detective Squad Vehicle for Sheriff's Office using CIP 24 Funds, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Hanserd, Penney, and Scrol were absent.)
14. Board Member McDonald made a motion to approve a Resolution Awarding Purchase of Crime Scene Vehicle of Sheriff's Office using CIP 24 Funds, seconded by Board Member Guevara. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Hanserd, Penney, and Scrol were absent.)
15. Board Member McDonald read in for the first reading of an Ordinance Amending Chapter 6 of the Winnebago County Code to Give the Winnebago County Liquor Control Commission the Authority to Grant Exemptions to Section 5/6-11 of the Liquor Control Act of 1934 which prohibits the Sale of Alcoholic Liquor Near Churches, Schools, and Hospitals to be Laid Over. Board Member Booker made a motion to suspend the rules, seconded by Board Member McCarthy. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Fellars, Hanserd, Penney, and Scrol were absent.) Board Member McDonald made a motion to approve the Ordinance, seconded by Board Member Guevara. Discussion by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Hanserd, Penney, and Scrol were absent.)

#### PUBLIC WORKS COMMITTEE

16. No Report.

#### PUBLIC SAFETY AND JUDICIARY COMMITTEE

17. No Report.

#### LEGISLATIVE AND LOBBYING COMMITTEE

18. No Report.

#### UNFINISHED BUSINESS

19. **Appointments read in on April 25, 2024**

Board Member Sweeney made a motion to approve Agenda Items A. thru E. (as listed below.), seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Hanserd, Penney, and Scrol were absent.)

##### **A. Twelve Mile Grove Cemetery, Annual Compensation: None**

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

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

**B. Cherry Valley Cemetery, Annual Compensation: None**

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

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

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

**D. Emergency Telephone System Board, Annual Compensation**

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

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

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

**Appointments read in on May 9, 2024**

Board Member Guevara made a motion to approve Agenda Items A. thru E. (as listed below.), seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Hanserd, Penney, and Scrol were absent.)

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

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

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

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

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

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

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

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

**E. Otter Creek Utility Board, Annual Compensation: None**

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

**Public Works Committee**

- A. Board Member Tassoni made a motion to approve (24-023) Ordinance Amending Chapter 50, Article IV of the Winnebago County Code and Adopting a Surface Water Management-Fee Schedule Laid Over from May 23, 2024 Meeting, seconded by Board Member Guevara. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, Hanserd, Penney, and Scrol were absent.)

**NEW BUSINESS**

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

Board Member Arena requested an amendment regarding appointments. Discussion by Board Member McDonald.

**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 a Summary of April 11, 2024, Public Meeting with Constellation Energy Generation, LLC Regarding Proposed Alternative to Implement American Society of Mechanical Engineers Operation and Maintenance Code Case OMN-32 (EPID L-2024-LRM-0050)
- B. County Clerk Gummow received Monthly Reports from the Winnebago County Recorder’s Office and Winnebago County Clerk’s Office for May, 2024.

Board Member Lindmark asked to keep the officers and their families in your prayers regarding an incident that happened in Dixon.

Chairman Chiarelli announced the birth of Communications Director, Danielle Grindle’s baby boy.

Chairman Chiarelli announced the promotion of Karen Elyea to Chief Strategy Officer for Winnebago County.

**ADJOURNMENT**

22. Chairman Chiarelli entertained a motion to adjourn. County Board Member Guevara moved to adjourn the meeting, seconded by Board Member Webster. Motion was approved by a voice vote. (Board Members Fellars, Hanserd, Penney, and Scrol were absent.) The meeting was adjourned at 6:17 p.m.

Respectfully submitted,



Lori Gummow

County Clerk

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# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
**6** different organization 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
31125	1	SHIRLAND FIREMEN'S AUXILIARY	7/4/2024	\$500.00
31126	1	SOUTH BELOIT BUSINESSMEN'S ASSOCIATION	07/01/23-12/03/24	\$2,500.00
31127	1	SOUTH BELOIT BUSINESSMEN'S ASSOCIATION	07/01/23-12/03/24	\$2,270.00
31128	1	CARPENTER'S PLACE	6/28/24-8/14/24	\$10,000.00
31130	1	ST ANTHONY'S ALTAR & ROSARY SOCIETY	09/01/24-10/10/2024	\$225.00
31131	1	YMCA OF ROCK RIVER VALLEY	7/26/2024	\$1,000.00

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

The Following Have Requested a Class C, One Time Emergency License				
LICENSE	# OF			



#	RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31129	1	2ND CITY CHORUS (ROCKFORD METRO CHAPTER)	10/6/2024	\$3,000.00

The Following Have Requested a Class D,E,& F Limited Annual License

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

This concludes my report,

Deputy Clerk Daisy Carrillo

LORI GUMMOW  
Winnebago County Clerk

Date 27-Jun-24

County Board Meeting: 6/27/24


RESOLUTION

TO THE HONORABLE COUNTY BOARD OF WINNEBAGO COUNTY:

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

	<u>FUND NAME</u>		<u>RECOMMENDED FOR PAYMENT</u>
001	GENERAL FUND	\$	668,818
101	PUBLIC SAFETY TAX	\$	328,782
103	DOCUMENT STORAGE FUND	\$	8,108
105	VITAL RECORDS FEE FUND	\$	84
106	RECORDERS DOCUMENT FEE FUND	\$	10,006
107	COURT AUTOMATION FUND	\$	6,239
111	CHILDREN'S WAITING ROOM FUND	\$	8,744
114	911 OPERATIONS FUND	\$	92,308
115	PROBATION SERVICE FUND	\$	18,719
116	HOST FEE FUND	\$	462,000
120	DEFERRED PROSECUTION PROGRAM	\$	7,956
126	LAW LIBRARY	\$	2,442
131	DETENTION HOME	\$	61,131
155	MEMORIAL HALL	\$	1,673
158	CHILD ADVOCACY PROJECT	\$	2,527
161	COUNTY HIGHWAY	\$	638,822
163	FEDERAL AID MATCHING FUND	\$	594,045
164	MOTOR FUEL TAX FUND	\$	13,139
165	TOWNSHIP HIGHWAY FUND	\$	305,547
168	TOWNSHIP BRIDGE	\$	4,058
169	HIGHWAY REBUILD IL GRANT	\$	610,934
181	VETERANS ASSISTANCE FUND	\$	43,831
185	HEALTH INSURANCE	\$	49,677
194	TORT JUDGMENT & LIABILITY	\$	12,370
196	MENTAL HEALTH TAX FUND	\$	1,321,479
301	HEALTH GRANTS	\$	64,430
304	PROBATION GRANTS	\$	20,835
309	CIRCUIT COURT GRANT FUND	\$	7,026
313	AMERICA RESCUE PLAN	\$	6,129
314	CJCC GRANTS FUND	\$	22,464
401	RIVER BLUFF NURSING HOME	\$	253,509
410	ANIMAL SERVICES	\$	31,306
420	555 N COURT OPERATIONS FUND	\$	3,952
430	WATER FUND	\$	736
501	INTERNAL SERVICES	\$	3,308
743	CAPITAL PROJECTS FUND	\$	372,920
	TOTAL THIS REPORT	\$	<u>6,060,054</u>

The adoption of this report is hereby recommended:

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

ADOPTED: This 27th day of June 2024 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

# Appointments

Hello Nancy,

This letter serves as my notice of interest to join Hulse Cemetery board. This is strictly a volunteer position. I am looking forward to it as a matter of family interest. My grandmother, Mary Anne Doherty, is currently the Cemetery President.

A bit about me -- I've graduated from the University of Missouri in 2010. After receiving a Bachelor of Journalism, I have pursued a career in Advertising which brought me to Colorado and New York. In 2014, I made my "hometown" move back to Chicagoland area. I am currently a Client Director for Landor Group working on the SC Johnson account. I reside in Chicago's West Town neighborhood.

My address is:

515 N Noble Street, #403  
Chicago, IL

Please let me know if you need any other information in order to approve this appointment.

Sincerely,

Margaret (Maggie) Lannon

[Lannon.Maggie@gmail.com](mailto:Lannon.Maggie@gmail.com)

847-431-6359

27 APR 2024

WINNEBAGO COUNTY CLERK

MARGARET, MAGGIE, LANNON IS A DELIGHTFUL YOUNG LADY. A 2010 GRADUATE OF UNIV. OF MISSOURI, MAJORING IN JOURNALISM. SHE HAS WORKED IN THAT FIELD BUT RECENTLY IN ADVERTISING. SHE IS FAMILY ORIENTATED, SPENDS TIME WITH HER 3 SIBLINGS, 2 NIECES & PARENTS AS WELL AS A NICE VISITOR TO HER GRAND MOTHER, ME.

SHE WOULD BE A GOOD ADDITION TO THE HULSE CEMETERY BOARD OF TRUSTEES. THANK YOU FOR CONSIDERING HER FOR THAT VOLUNTEER POSITION.

SINCERELY,

Therly Anne Doherty  
PRESIDENT HULSE CEMETERY OF PELATONICA

# **Reports of Standing Committees**

# **FINANCE COMMITTEE**





# Ordinance Executive Summary

**Prepared By:** Circuit Court – Thomas Jakeway

**Committee:** Finance

**Committee Date:** June 20 2024

**Resolution Title:** Ordinance for Approval of Budget Amendment for Circuit Court Mid-Year Adjustments

**County Code:** Winnebago County Annual Appropriation Ordinance

**Board Meeting Date:** June 27, 2024

## Budget Information:

<b>Was item budgeted?</b>	No	<b>Appropriation Amount:</b>	\$0
<b>If not, explain funding source:</b>	Proportional Revenue Increase		
<b>ORG/OBJ/Project Code:</b>	32000-32240, 43190, 41110 & 43140		<b>Budget Impact:</b> Net Zero

## Background Information:

FY24 language access services within Other Professional Services have increased at an unprecedented pace. The budget for Other Professional Services is forecasted to be insufficient. Language access services are reimbursable from the Illinois Supreme Court. Existing Revenue budgeted for language access services can be adjusted with increased service expenses. This amendment seeks to increase Other Professional Services by \$160,000 along with a corresponding \$160,000 increase to Revenue. Thereby, there is no net budgetary increase.

After approval of the FY24 budget, the Illinois Supreme Court increased the minimum payment for attorneys appointed to represent indigent parties (see ILSC Rule 299 as amended January 1, 2024). The budget amount for Legal expenses is forecasted to be insufficient. This amendment seeks to address the expected overage by transferring \$100,000 in anticipated surplus regular salary expenses to Legal expenses. This is a transfer of already budgeted funds with no net budget increase.

**Recommendation:** Amendment presented following mid-year budget meeting with County Leadership.

**Contract/Agreement:** N/A

**Legal Review:** N/A

**Follow-Up:** Adjust Munis line Items

**2024 Fiscal Year**

Sponsored by:  
John Butitta, Finance Committee Chairman

Finance: June 20, 2024

Lay Over: June 27, 2024

**Final Vote: July 11, 2024**

**2024 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, 2024 and recommends its adoption.

**Ordinance for Approval of Budget Amendment for Circuit Court Mid-Year Adjustments**

**WHEREAS**, language access services have increased at an unprecedented pace and the Illinois Supreme Court increased the minimum payment for attorneys appointed to represent indigent parties; and,

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2024 at its September 28, 2023 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 **#24-008 Circuit Court Mid-Year Adjustments**.

**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 \_\_\_\_\_ 2024.

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

2024  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		6/4/2024		AMENDMENT NO: 2024-008			
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway			
FUND#:		0001 - General Fund		DEPT. BUDGET NO.		32000 - Court Admin	
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
32000	32240	Revenue	(\$109,000)	(\$235,000)	(\$344,000)	(\$160,000)	(\$504,000)
32000	43190	Other Professional Service	\$155,000	\$0	\$155,000	\$160,000	\$315,000
32000	41110	Regular Salary	\$1,390,000	\$0	\$1,390,000	(\$100,000)	\$1,290,000
32000	43140	Legal	\$610,000	\$0	\$610,000	\$100,000	\$710,000
TOTAL ADJUSTMENT:						\$0	
Reason budget amendment is required:							
<p>FY24 language access services within Other Professional Services have increased at an unprecedented pace. The budget for Other Professional Services is forecasted to be insufficient. Language access services are reimbursable from the Illinois Supreme Court. Existing Revenue budgeted for language access services can be adjusted with increased service expenses. This amendment seeks to increase Other Professional Services by \$160,000 along with a corresponding \$160,000 increase to Revenue. Thereby, there is no net budgetary increase.</p> <p>After approval of the FY24 budget, the Illinois Supreme Court increased the minimum payment for attorneys appointed to represent indigent parties (see ILSC Rule 299 as amended January 1, 2024). The budget amount for Legal expenses is forecasted to be insufficient. This amendment seeks to address the expected overage by transferring \$100,000 in anticipated surplus regular salary expenses to Legal expenses. This is a transfer of already budgeted funds with no net budget increase.</p>							
Potential alternatives to budget amendment:							
N/A							
Impact to fiscal year 2025 budget: Net zero increase							
Revenue Source: <u>          N/A          </u>							



# Resolution Executive Summary

**Prepared By:** Tanya Harris

**Committee:** Finance Committee

**Committee Date:** June 20, 2024

**Resolution Title:** Resolution authorizing settlement of a claim against the County of Winnebago entitled Gina Tarara versus Winnebago County

**Board Meeting Date:** June 27, 2024

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount: \$25,248.73</b>
<b>If not, explain funding source:</b>	<b>Budget Impact: \$25,248.73</b>
<b>ORG/OBJ/Project Code:</b> 49400-43535	<b>Tort Judgement Fund/Worker's Comp Claims</b>

**Background Information:** Settlement for Gina Tarara in the amount of \$25,248.73.

**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 June 27, 2024 meeting.

**Contract/Agreement:**

**Legal Review:** Carol Hartline with Williams McCarthy LLP negotiated this settlement 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

2024 CR

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**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM  
AGAINST THE COUNTY OF WINNEBAGO ENTITLED  
GINA TARARA VERSUS WINNEBAGO COUNTY**

---

**WHEREAS**, the County of Winnebago, Illinois, is involved in having a claim asserted against it by Gina Tarara for injuries allegedly sustained while in the employment of the State's Attorney Department, and,

**WHEREAS**, the Plaintiff has offered to settle the above claims against the County of Winnebago for consideration payable in the amount of \$25,248.73 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 Gina Tarara versus County of Winnebago for injuries allegedly sustained by Gina Tarara while in the employment of the State's Attorney Department by payment of the amount of \$25,248.73 for the settlement for permanent disability for a Workers Compensation case.

**BE IT FURTHER RESOLVED**, that this Resolution for Gina Tarara in the amount of \$25,248.73 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 \_\_\_\_\_ 2024.

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

# **ZONING COMMITTEE**



**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
June 27, 2024

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

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE LAID OVER:**

1. TA-01-24 An Ordinance Amending the Unified Development Ordinance (UDO) Regarding Commercial Wind Power Generating Facilities / Wind Farms (aka Commercial Wind Energy Facilities) and Solar Farms (aka Commercial Solar Energy Facilities)  
**ZBA Recommendation: *APPROVAL with ZBA amendments (7-0)***  
**ZC Recommendation: *APPROVAL with ZC amendments and ZBA amendments (6-0)***
  
2. SU-04-24 A SPECIAL USE PERMIT (AN AMENDMENT TO ENABLE RETAIL SALES OF PRE-PACKAGED ALCOHOL) FOR AN AGRI-BUSINESS THAT ALLOWS U-PICK OPERATIONS (I.E. AN APPLE ORCHARD AND RASPBERRY / PUMPKIN PATCHES), A CIDER MILL AND A PETTING ZOO, INCLUSIVE OF TRADITIONAL ACCESSORY USES (I.E. GIFT / SNACK SHOP, PARKING, ETC.) IN THE AG, AGRICULTURAL PRIORITY DISTRICT requested by Mike and Lynn Edwards, on behalf of Edwards Apple Orchard West, Inc. for the property that is commonly known as 8218 Cemetery Road, Winnebago, IL 61088 in Burritt Township.  
Part of PIN: 10-11-100-001 C.B. District: 1  
Lesa Rating: NA Consistent W/2030 LRMP – Future Map: NA  
**ZBA Recommendation: *APPROVAL with ZBA conditions (5-0)***  
**ZC Recommendation: *APPROVAL with ZBA conditions (6-0)***
  
3. Z-03-24 A MAP AMENDMENT TO REZONE 5.02+- ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE IH, HEAVY INDUSTRIAL DISTRICT requested by Seward AG Supply, Inc., property owner, represented by James Lengjak, Manager / CEO, for the property that is commonly known as 16222 3<sup>rd</sup> Street, Seward, IL 61077 in Seward Township.  
PIN: 13-21-327-006 C.B. District: 1  
Lesa Rating: Low Consistent W/2030 LRMP – Future Map: YES  
**ZBA Recommendation: *APPROVAL (5-0)***  
**ZC Recommendation: *APPROVAL (6-0)***

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4. **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 **Tuesday, August 13, 2024**, at 5:30 p.m. in Room 303 of the County Administration Building.
  
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for **Wednesday, August 21, 2024**, at 5:30 p.m. in Room 303 of the County Administration Building.

**OPERATIONS &  
ADMINISTRATIVE  
COMMITTEE**



# Resolution Executive Summary

## For ARPA or CIP Projects

**Prepared By:** Purchasing Department for Facilities  
**Committee Name:** Operations & Administrative Committee  
**Committee Date:** June 20, 2024  
**Board Date:** June 27, 2024  
**Resolution Title:** Resolution Awarding Lower-Level Roof Replacement at Juvenile Justice Center Using CIP PSST Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted?</b> \$100,000
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If ARPA or CIP funded, original Board approved amount?</b>	\$100,000
<b>Over or Under approved amount? OVER</b>	<b>By:</b> \$7,814
<b>Reason for ARPA or CIP increase?</b> N/A	
<b>If ARPA funded, was it approved by Baker Tilly?</b> N/A	
<b>ORG/OBJ/Project Codes:</b> 82200-46320-C2324 <b>Descriptor:</b> CIP PSST 23	
<b>Budget Impact?</b> \$107,814	

**Background Information:** The roof at the Juvenile Justice Center is approximately 20+ years old and based on its current condition. The lower-level roof was submitted to be replaced using CIP 23 PSST funds. The upper-level roof is on the list for future replacement.

In May of 2024, the Purchasing Department went out for Re-Bid #24B-2346 to replace a portion of the lower-level roof at the Juvenile Justice Center. This project yielded (6) bids with the lowest bid received from Distinctive Roofing, Inc. (See Resolution Exhibit A).

The Invitation to Bid was emailed to 34 potential bidders and local suppliers. It was also publicly advertised in the RRStar and on the County website. The Pre-Bid Meeting was optional due to the close timing of the re-bid however, between both meetings we had 18 attendees representing 9 companies.

**Recommended By:** Facilities Department

**Follow-Up Steps:** Purchasing will prepare the Purchase Order to Distinctive Roofing, Inc. for \$107,814.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

**2024 CR**

---

**RESOLUTION AWARDING LOWER-LEVEL ROOF REPLACEMENT AT JUVENILE JUSTICE CENTER USING CIP PSST 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 \$30,000 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

**WHEREAS**, Juvenile Justice Center building is in need of replacing the lower-level roof; and,

**WHEREAS**, the County went out for Bid #24B-2346 Roof Replacement at Juvenile Justice Center; and,

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bid Tab (Resolution Exhibit A) for the aforementioned purchase and recommends awarding to:

**DISTINCTIVE ROOFING, INC.**  
**1555 NEW MILFORD SCHOOL ROAD**  
**ROCKFORD, ILLINOIS 61109**

**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 County Purchase Order, on behalf of the County of Winnebago, in the amount of \$107,814 to Distinctive Roofing, Inc. 1555 New Milford School Road, Rockford, IL 61109.

**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 Court Services, Juvenile Detention Center Administrator, Director of Purchasing, Finance Director, Facilities Director, County Board Office and County Auditor.

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
KEITH McDONALD, CHAIR

\_\_\_\_\_  
KEITH McDONALD, CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOHN BUTITTA

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

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

\_\_\_\_\_  
JAIME SALGADO

\_\_\_\_\_  
JAIME SALGADO

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

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

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

Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH CHIARELLI**  
CHAIR OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**LORI GUMMOW**

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



**WINNEBAGO COUNTY**  
ILLINOIS

**BID TAB**

**24B-2346 ROOF REPLACEMENT (LOWER LEVEL) AT JUVENILE JUSTICE CENTER**

**BID OPENING - JUNE 4, 2024 @ 10:00 AM**

VENDOR NAME	Distinctive Roofing, Inc.	Roofing Systems, Inc.	BP Roofing Solutions	Sterling Commercial Roofing Inc.	HC Anderson Roofing	McDermaid Roofing
BASE PRICE TO COMPLETE PROJECT	<b>\$107,814</b>	\$145,500	\$180,800	\$125,500	\$131,477	\$109,750
PRICE PER SQ FT OF INSULATION	<b>\$3.50</b>	\$4	\$3	\$10.50	\$4	\$4.45
LEAD DAYS FOR MATERIALS	<b>30 days</b>	14 days	14 days	30 days	30 days	21 days
NUMBER OF DAYS TO COMPLETE WORK	<b>15 days</b>	21 days	9 days	15 days	15 days	30 days



# Resolution Executive Summary

**Prepared By:** Purchasing Department  
**Committee Name:** Operations and Administrative Committee  
**Committee Date:** June 20, 2024  
**Board Date:** June 27, 2024  
**Resolution Title:** Resolution Awarding Renewal for Onsite Wellness Clinic Services

## Budget Information

<b>Budgeted?</b> NO	<b>Amount Budgeted?</b> N/A
<b>If not, originally budgeted, explain the funding source?</b>	
<b>ORG/OBJ/Project Codes: 48500 - 43175</b> <b>Descriptor: Group Health Insurance Fund</b>	

### Background:

In February of 2019, the Purchasing Department went out for RFP #19P-2172 for Onsite Wellness Clinic Services at 526 West State Street. The five (5) year contract was awarded to SwedishAmerican Hospital. The clinic provides Acute Care and Wellness Services for employees/spouses and dependents covered under the Winnebago County group insurance plan. The Clinic also provides the County's Occupational Medicine and Pre-Employment Testing. The clinic has proven to be very beneficial to County employees and their families and has been utilized on a regular basis (See Resolution Exhibit B – previous year statistics). The current contract is set to expire on June 30<sup>th</sup>, 2024.

The County of Winnebago has been very pleased with the services that SwedishAmerican has provided over the past several years and would now like to exercise a renewal option to extend the contract for one (1) additional year at the end of which, the County will reevaluate the Wellness Center needs to go out for proposal for a new contract.

Prior to the renewal, the County was paying \$350,432.38. Per the new agreement (See Resolution Exhibit A – First Amendment), there will be an added part-time nurse cost, as well as a 3% increase, resulting in the annual fee in the amount of \$407,295.35.

### Contract Period:

The new agreement (First Amendment) will be for one year for the timeframe of July 1, 2024 through June 30, 2025.

**Follow-Up:** Purchasing Department will route for signatures the SwedishAmerican Health System renewal agreement with the County of Winnebago.

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

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

2024 CR

---

**RESOLUTION AWARDING RENEWAL FOR ONSITE WELLNESS CLINIC SERVICES**

---

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

**WHEREAS**, competitive Request for Proposals responses were received by the Purchasing Department on February 12, 2019 for a five (5) year contract for the following;

**ONSITE WELLNESS CLINIC SERVICES RFP # 19P-2172**

**WHEREAS**, SwedishAmerican Hospital was awarded the five (5) year contract for Onsite Wellness Clinic Services and the County would now like to exercise a renewal option to extend the contract for one (1) additional year; and,

**WHEREAS**, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the new agreement for the contract extension for the aforementioned project and recommends awarding the extension; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a one (1) year contract extension agreement for services with SWEDISHAMERICAN HEALTH SYSTEM, 1313 EAST STATE STREET, ROCKFORD, ILLINOIS 61104, in substantially the same form as that attached hereto as Resolution Exhibit A- First Amendment.

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



Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
KEITH McDONALD, CHAIR

\_\_\_\_\_  
KEITH McDONALD, CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

\_\_\_\_\_  
VALERIE HANSERD, VICE CHAIR

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOHN BUTITTA

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

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

\_\_\_\_\_  
JAIME SALGADO

\_\_\_\_\_  
JAIME SALGADO

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

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

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

Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH CHIARELLI**  
CHAIR OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

**FIRST AMENDMENT**  
to  
**EMPLOYEE HEALTH AND WELLNESS SERVICES AGREEMENT**  
between  
**SWEDISHAMERICAN HOSPITAL**  
and  
**WINNEBAGO COUNTY**

This **First Amendment** to the **Employee Health and Wellness Services Agreement** (“First Amendment”) between SWEDISHAMERICAN HOSPITAL, an Illinois not for profit corporation (“SwedishAmerican”) and WINNEBAGO COUNTY, an Illinois body politic, is effective as of July 1, 2024 (“Effective Date”). SwedishAmerican and Winnebago County may be referred to herein individually as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, SwedishAmerican and Winnebago County entered into the Employee Health and Wellness Services Agreement (“Agreement”) effective July 1, 2021, for a term of three (3) years, with up to three (3) additional one (1)- year renewals; and

**WHEREAS**, the Parties desire to renew the Agreement for a term of one (1) year and to amend the Agreement to update the annual fee in Exhibit C (“Fees”).

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. **Term Renewal**. In accordance with Section 9(a) of the Agreement, the Parties agree to extend the Agreement for an additional one (1)-year Term, for the period of July 1, 2024, through June 30, 2025.
2. **Exhibit C**. The Parties agree to delete paragraph 1(a) of Exhibit C and replace it with the following paragraph:

“(a) An annual fee in the amount of **\$407,295.35**, billed by SwedishAmerican in equal monthly installments; subject to increase at the end of each Term Year. The estimated increase will be three percent (3%) per year.”
3. **Full Force and Effect**. Except as expressly modified by this First Amendment, all other terms and conditions of the Agreement remain in full force and effect.
4. **Counterparts**. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same First Amendment.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective as of the Effective Date.

**WINNEBAGO COUNTY,  
an Illinois body politic**

**SWEDISHAMERICAN HOSPITAL,  
an Illinois not for profit corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Travis Andersen  
Chief Executive Officer

Its: \_\_\_\_\_

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

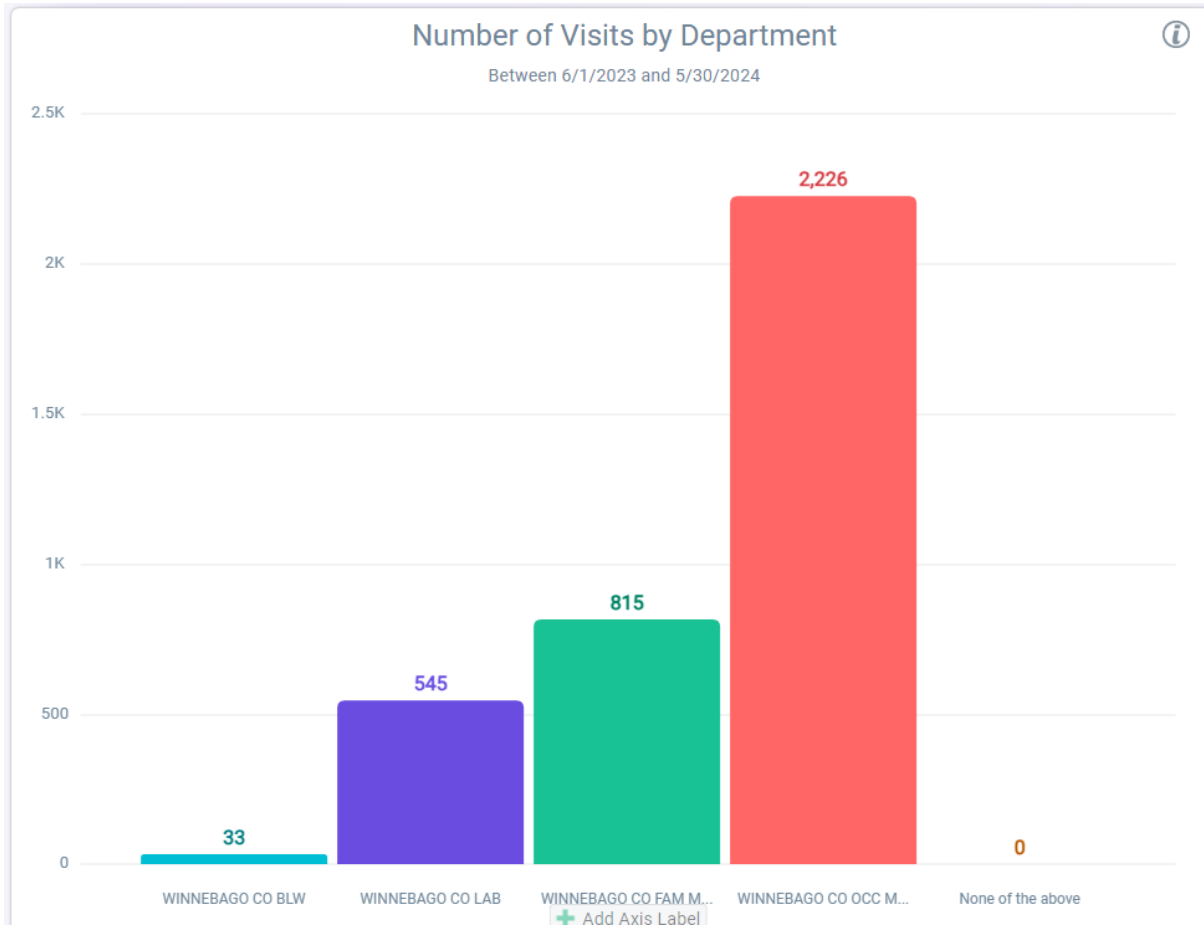
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Its: \_\_\_\_\_

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



- WINNEBAGO CO BLW
- WINNEBAGO CO LAB
- WINNEBAGO CO FAM MED
- WINNEBAGO CO OCC MED



# Ordinance Executive Summary

**Prepared By:** Lafakeria Vaughn  
**Committee:** Operations and Administrative Committee  
**Committee Date:** June 20, 2024  
**Ordinance Title:** Ordinance Amending Section 2-88 [Appointments to Commissions, Boards, Authorities, or Special Districts] of the Winnebago County Code relating to the Rules of Procedure of the County Board of the County of Winnebago, Illinois  
**County Code:** N/A  
**Board Meeting Date:** June 27, 2024

## Budget Information:

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

**Background Information:** Pursuant to Section 2-88 of the Winnebago County Board's Rules of Procedures, all appointments are required to lay over for a period of not less than 30 days. The Winnebago County Board desires to amend Section 2-88(b) to allow appointments to lay over to the next scheduled board meeting after they are introduced.

**Recommendation:** Approval of Ordinance.

**Contract/Agreement:** N/A

**Legal Review:** Reviewed by States Attorney's Office.

**Follow-Up:** N/A

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

2024 CO \_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

ORDINANCE AMENDING SECTION 2-88 [APPOINTMENTS TO COMMISSIONS,  
BOARDS, AUTHORITIES, OR SPECIAL DISTRICTS] OF THE  
WINNEBAGO COUNTY CODE RELATING TO THE RULES OF PROCEDURE OF  
THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

WHEREAS, pursuant to Section 2-82 of the Winnebago County Code of Ordinances, amendments to the rules of order and rules of procedure may be amended at any regular meeting of the county board by the affirmative vote of three-fifths of the members present; and

WHEREAS, the County Board of the County of Winnebago, Illinois, desires to amend their Rules of Procedure, as currently contained in Division 4 of Chapter 2, Article II, Section 2-88 of the Winnebago County Code of Ordinances; and

WHEREAS, Section 2-88 (b) provides that “The board chairman shall submit to the members a listing of the recommended appointees on the agenda of a regular board meeting for the advice and consent of the board. All appointments shall be laid over for a period of not less than 30 days”; and

WHEREAS, the Winnebago County Board deems it necessary and appropriate to amend Section 2-88(b) to allow appointments to lay over to the next scheduled board meeting after they are introduced.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article II, Division 4, Section 2-88 of the Winnebago County Code of Ordinances is hereby amended to read as follows:

**Sec. 2-88. - Appointments to commissions, boards, authorities, or special districts.**

(a) The board chairman shall make all appointments to commissions, boards, authorities, or special districts with the advice and consent of the county board, or as otherwise provided by law.

(b) The board chairman shall submit to the members a listing of the recommended appointees on the agenda of a regular board meeting for the advice and consent of the board. ~~All appointments shall be laid over for a period of not less than 30 days.~~ All appointments shall lay over until the second board meeting after they are first introduced.

(c) The chairman shall present a list of all county board appointees serving on commissions, boards, authorities, or special districts to board members within 30 days after the beginning of each board term. This list shall indicate the month and year of appointment, term of office, and compensation.

(d) Appointments to fill vacancies on commissions, boards, authorities, or special districts shall be filled in the same manner as provided above and shall be for the balance of the unexpired term.

(Res. No. 96-CR-253, 12-2-96; Ord. No. 2017-CO-035, 3-9-17; Ord. No. 2018-036, 12-4-18; Ord. No. 2020-CO-085, Exh. A, 12-7-20; Ord. No. 2022-CO-098, Exh. A, 12-8-22)

BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall be effective immediately upon passage.

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

Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

\_\_\_\_\_  
Keith McDonald, Chair

\_\_\_\_\_  
Valerie Hanserd, Vice Chair

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Michael Thompson

**DISAGREE**

\_\_\_\_\_  
Keith McDonald, Chair

\_\_\_\_\_  
Valerie Hanserd, Vice Chair

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Michael Thompson

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
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



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

2024 CO \_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

ORDINANCE AMENDING SECTION 2-88 [APPOINTMENTS TO COMMISSIONS,  
BOARDS, AUTHORITIES, OR SPECIAL DISTRICTS] OF THE  
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Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

\_\_\_\_\_  
Keith McDonald, Chair

\_\_\_\_\_  
Valerie Hanserd, Vice Chair

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Michael Thompson

**DISAGREE**

\_\_\_\_\_  
Keith McDonald, Chair

\_\_\_\_\_  
Valerie Hanserd, Vice Chair

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Joe Hoffman

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Michael Thompson

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
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

**PUBLIC WORKS  
COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 18, 2024

**Resolution Title:** Resolution Authorizing an Engineering Services Agreement with Willett Hofmann & Associates, Inc. to Provide Structural Engineering Services for the Meridian Road Bridge Over the Pecatonica River and for Appropriation of Motor Fuel Tax Funds (Section 16-00626-00-BR)

Cost: \$270,430

C.B. District: 2

**County Code:** PWC Resolution #24-024

**Board Meeting Date:** Thursday, June 27, 2024

## Budget Information:

<b>Was item budgeted?</b> yes FY 2024-2025	<b>Appropriation Amount:</b> \$ 275,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 464-46331	<b>Budget Impact:</b> \$ 270,430

## Background Information:

The Meridian Road bridge over the Pecatonica River is in need of rehabilitation or replacement. At the minimum, the superstructure and deck need to be replaced. Two steel plates have been placed in the last 3 years due to full depth pot holes and some of the steel beams show section loss. This agreement will provide Phase I and Phase II structural engineering services.

## Recommendation:

Staff recommends approval

## Contract/Agreement:

After approval by County Board

## Legal Review:

By the State Attorney's office.

## Follow-Up:

Will send to IDOT for approval of agreement and appropriation of MFT funds

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

**24-CR-XXX**

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

**RESOLUTION AUTHORIZING AN ENGINEERING SERVICES AGREEMENT  
WITH WILLETT HOFMANN & ASSOCIATES, INC. TO  
PROVIDE STRUCTURAL ENGINEERING SERVICES FOR THE  
MERIDIAN ROAD BRIDGE OVER THE PECATONICA RIVER AND FOR  
APPROPRIATION OF MOTOR FUEL TAX FUNDS  
(SECTION 16-00626-00-BR)**

**WHEREAS** the Meridian Road bridge over the Pecatonica River was constructed in 1973 with the existing deck being in poor condition with several steel plates covering holes; and

**WHEREAS**, Willett, Hofmann & Associates, Inc. has agreed to provide engineering services to prepare construction drawings for superstructure removal and replacement of the Meridian Road Bridge over the Pecatonica River for a not to exceed price of \$270,430.00 as set forth in the attached Local Public Agency Engineering agreement (AGREEMENT); and

**WHEREAS** it would be in the public interest to enter into the attached Local Public Agency Engineering Services Agreement (AGREEMENT) to provide engineering service to prepare construction drawings for superstructure removal and replacement of the Meridian Road Bridge over the Pecatonica River for the not to exceed price of \$270,430.00 and that the sum of \$275,000.00 will need to be appropriated from the County's Motor Fuel Tax fund to pay for this work.

**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 \$270,430.00 and that the sum of two hundred and seventy five thousand dollars (\$275,000.00) is hereby appropriated via IDOT form BLR 09110 both in substantially the form attached hereto under Section 16-00626-00-BR; 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

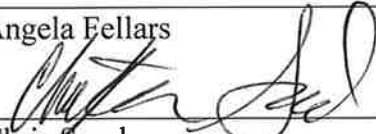
DISAGREE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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



Local Public Agency Engineering Services Agreement

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

LOCAL PUBLIC AGENCY

Local Public Agency: Winnebago County County: Winnebago Section Number: 16-00626-00-BR Job Number: Project Number: Contact Name: Carlos Molina, PE Phone Number: (815) 319-4031 Email: cmolina@hwy.wincoil.gov

SECTION PROVISIONS

Local Street/Road Name: Meridian Road Key Route: FAU 1041 Length: 0.22 Structure Number: 101-3071

Location Termini: Local Sta. 388+70 then north to Sta. 400+18 Add Location Remove Location

Project Description: Engineering services for the superstructure removal and replacement on SN 101-3071. Also included are necessary substructure repairs and roadway approaches not exceeding 400 feet from each abutment.

Engineering Funding: [x] MFT/TBP [ ] State [x] Other Local Anticipated Construction Funding: [x] Federal [ ] MFT/TBP [ ] State [x] Other Local

AGREEMENT FOR

[x] Phase I - Preliminary Engineering [x] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Willett, Hofmann & Associates, Inc. Contact Name: Brian Converse Phone Number: (815) 284-3381 Email: bconverse@willetthofmann.com Address: 809 E. 2nd Street City: Dixon State: IL Zip Code: 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 Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- EXHIBIT E - Location Map
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### 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 to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
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 Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the 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. 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.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- 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.

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

### III. IT IS MUTUALLY AGREED,

1. 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 all damages to property or persons 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 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 on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

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

- (2) The grantee's or contractor's policy 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) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future 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 Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Willett, Hofmann & Associates, Inc.	36-2600957	\$270,430.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$270,430.00
Total for all work		\$270,430.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

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	16-00626-00-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

- Administration & Project Management
  - Route and Topo Survey
  - Download & Tin Model Cleanup
  - Existing ROW Fieldwork and Calculations
  - Pavement Design, Typical Sections
  - P&P Shts, Rem Plan, Guardrail Design
  - Cross Sections
  - Drainage Calc & Design, Erosion, SWPPP
  - Detour plan, TCP, PVT Mark & Signage
  - Permits & Utility Coordination
  - Gen. Project Coordination, Meetings
  - Hydrologic & Hydraulic Calculations
  - Preliminary Br. Design & Hydraulic Report
  - Bridge Condition Report
  - Structural Design
  - Structural Plans
  - Proj. Development Rpt/Environmental
  - Cover Sht., GN, Sp. Provisions, Control Sheet
  - SOQ, Schedule, Quantity Calcs & Check
  - QA/QC
  - Field Checks
  - Shop Drawing Review
  - As-Built AASHTO Load Rating
  - ROW Plats & Legals
  - ROW Staking & Pinning
- Environmental or Geotechnical Studies, if required, shall be completed by others or under a supplemental agreement.
- Assumes utilization of existing soil borings for this design.
- Public Involvement Meetings not required by WHA.
- ROW Appraisal and Negotiation shall be completed by others or under a supplemental agreement.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett, Hofmann & Associates,	Winnebago	16-00626-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Start Date: 7/01/2024
End Date: 12/01/2026

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett, Hofmann & Associates,	Winnebago	16-00626-00-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)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>





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

<b>Local Public Agency</b> Winnebago County Highway Department	<b>County</b> Winnebago	<b>Section Number</b> 16-00626-00-BR
<b>Prime Consultant (Firm) Name</b> Willett, Hofmann and Associates	<b>Prepared By</b> S. Brown	<b>Date</b> 5/29/2024
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	

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

**Remarks**

PH1 and PH2 Engineering services for the superstructure removal and replacement on SN 101-3071. Also included are necessary substructure repairs and roadway approaches not exceeding 400 feet from each abutment.

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b> 30 MONTHS	<b>OVERHEAD RATE</b> 167.22%
<b>START DATE</b> 8/1/2024	<b>COMPLEXITY FACTOR</b> 0
<b>RAISE DATE</b> 4/1/2025	<b>% OF RAISE</b> 2.00%
<b>END DATE</b> 1/31/2027	

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	8/1/2024	4/1/2025	8	26.67%
1	4/2/2025	4/1/2026	12	40.80%
2	4/2/2026	2/1/2027	10	34.68%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Winnebago County Highway Department	Winnebago	16-00626-00-BR
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>

**PAYROLL RATES**

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

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>2.15%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
President & General Manager	\$94.08	\$86.00
Principal Engineering Manager	\$70.30	\$71.81
Engineering Manager	\$67.01	\$68.45
Civil Engineer IV	\$54.41	\$55.58
Civil Engineer III	\$47.77	\$48.80
Civil Engineering Intern II	\$39.15	\$39.99
Civil Engineering Intern I	\$35.58	\$36.34
Engineering Intern	\$22.99	\$23.48
Principal Professional Land Surveyor Manager	\$61.99	\$63.32
PLS Manager	\$53.12	\$54.26
PLS IV	\$56.18	\$57.39
PLS III	\$38.81	\$39.64
PLS (SIT) II	\$32.00	\$32.69
PLS (SIT) I	\$28.00	\$28.60
Survey Technician II	\$28.11	\$28.71
Survey Technician I	\$25.00	\$25.54
Survey Worker Foreman	\$32.82	\$33.52
Survey Worker	\$20.00	\$20.43
Survey Worker Intern	\$16.00	\$16.34
Technician IV	\$38.97	\$39.81
Technician III	\$36.93	\$37.72
Technician II	\$27.64	\$28.23
Technician I	\$24.72	\$25.25
Administrative Assistant	\$22.27	\$22.75
Principal Architectural Manager	\$63.18	\$64.54
Architect Manager	\$61.27	\$62.59
Architectural Intern I	\$20.99	\$21.44



**Local Public Agency**  
 Winnebago County Highway Department  
**Consultant / Subconsultant Name**

**County**  
 Winnebago

**Section Number**  
 16-00626-00-BR  
**Job Number**

**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
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$0.00</b>



**Local Public Agency**

Winnebago County Highway Department

Consultant / Subconsultant Name

**County**

Winnebago

**Section Number**

16-00626-00-BR

**Job Number**

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

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Administration & Project Management			Route and Topo Survey			Download & Tin Model Cleanup			Existing ROW Fieldwork and Calculations			Pavement Design, Typical Sections		
		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	20.0	1.08%	0.93	14	20.00%	17.20												
Principal Engineering Manager	71.81	93.0	5.00%	3.59	16	22.86%	16.41												
Engineering Manager	68.45	144.0	7.75%	5.30	32	45.71%	31.29	6	3.26%	2.23									
Civil Engineer IV	55.58	486.0	26.14%	14.53															
Civil Engineer III	48.80	134.0	7.21%	3.52				2	1.09%	0.53									
Civil Engineering Intern II	39.99	286.0	15.38%	6.15															
Civil Engineering Intern I	36.34	0.0																	
Engineering Intern	23.48	0.0																	
Principal Professional Land	63.32	40.0	2.15%	1.36	6	8.57%	5.43	6	3.26%	2.06	4	40.00%	25.33	6	27.27%	17.27			
PLS Manager	54.26	7.0	0.38%	0.20	2	2.86%	1.55												
PLS IV	57.39	0.0																	
PLS III	39.64	0.0																	
PLS (SIT) II	32.69	0.0																	
PLS (SIT) I	28.60	0.0																	
Survey Technician II	28.71	26.0	1.40%	0.40							6	60.00%	17.23						
Survey Technician I	25.54	0.0																	
Survey Worker Foreman	33.52	195.0	10.49%	3.52				170	92.39%	30.97				16	72.73%	24.38			
Survey Worker	20.43	0.0																	
Survey Worker Intern	16.34	0.0																	
Technician IV	39.81	238.0	12.80%	5.10															
Technician III	37.72	190.0	10.22%	3.86															
Technician II	28.23	0.0																	
Technician I	25.25	0.0																	
Administrative Assistant	22.75	0.0																	
Principal Architectural Manager	64.54	0.0																	
Architect Manager	62.59	0.0																	
Architectural Intern I	21.44	0.0																	
<b>TOTALS</b>		1859.0	100%	\$48.46	70.0	100.00%	\$71.88	184.0	100%	\$35.80	10.0	100%	\$42.56	22.0	100%	\$41.65	14.0	100%	\$41.53

Local Public Agency

Winnebago County Highway Department  
 Consultant / Subconsultant Name

County

Winnebago

Section Number

16-00626-00-BR

Job Number

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

SHEET 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	P&P Shfts, Rem Plan, Guardrail Design			Cross Sections			Drainage Calc & Design, Erosion, SWPPP			Detour plan, TCP, PVT Mark & Signage			Permits & Utility Coordination			Gen. Project Coordination, Meetings		
		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	71.81	9	6.25%	4.49															
Engineering Manager	68.45																		
Civil Engineer IV	55.58	80	55.56%	30.88	32	38.10%	21.17												
Civil Engineer III	48.80	12	8.33%	4.07															
Civil Engineering Intern II	39.99																		
Civil Engineering Intern I	36.34																		
Engineering Intern	23.48																		
Principal Professional Land Surveyor	63.32																		
PLS Manager	54.26	3	2.08%	1.13															
PLS IV	57.39																		
PLS III	39.64																		
PLS (SIT) II	32.69																		
PLS (SIT) I	28.60																		
Survey Technician II	28.71																		
Survey Technician I	25.54																		
Survey Worker Foreman	33.52																		
Survey Worker	20.43																		
Survey Worker Intern	16.34																		
Technician IV	39.81																		
Technician III	37.72	40	27.78%	10.48	32	38.10%	14.37	10	30.30%	11.43	12	37.50%	14.15						
Technician II	28.23																		
Technician I	25.25																		
Administrative Assistant	22.75																		
Principal Architectural Manager	64.54																		
Architect Manager	62.59																		
Architectural Intern I	21.44																		
<b>TOTALS</b>		144.0	100%	\$51.04	84.0	100%	\$45.06	33.0	100%	\$47.56	32.0	100%	\$43.04	20.0	100%	\$47.78	32.0	100%	\$72.11



Local Public Agency

Winnebago County Highway Department

Consultant / Subconsultant Name

County

Winnebago

Section Number

16-00626-00-BR

Job Number

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

SHEET 3 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Hydrologic & Hydraulic Calculations			Preliminary Br. Design & Hydraulic Report			Bridge Condition Report			Structural Design			Structural Plans			Proj. Development Rpt/Environmental		
		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	71.81	2	1.59%	1.14															
Engineering Manager	68.45	12	9.52%	6.52	6	12.00%	8.21	4	12.50%	8.56	10	4.76%	3.26	35	10.09%	6.90	10	13.89%	9.51
Civil Engineer IV	55.58	36	28.57%	15.88				12	37.50%	20.84	130	61.90%	34.41	60	17.29%	9.61	16	22.22%	12.35
Civil Engineer III	48.80	36	28.57%	13.94	20	40.00%	19.52				40	19.05%	9.29						
Civil Engineering Intern II	39.99	24	19.05%	7.62	24	48.00%	19.20	8	25.00%	10.00	30	14.29%	5.71	32	9.22%	3.69	20	27.78%	11.11
Civil Engineering Intern I	36.34																		
Engineering Intern	23.48																		
Principal Professional Land S	63.32																		
PLS Manager	54.26																		
PLS IV	57.39																		
PLS III	39.64																		
PLS (SIT) II	32.69																		
PLS (SIT) I	28.60																		
Survey Technician II	28.71																		
Survey Technician I	25.54																		
Survey Worker Foreman	33.52																		
Survey Worker	20.43																		
Survey Worker Intern	16.34																		
Technician IV	39.81																		
Technician III	37.72	16	12.70%	4.79				8	25.00%	9.43				220	63.40%	25.24	18	25.00%	9.95
Technician II	28.23																8	11.11%	4.19
Technician I	25.25																		
Administrative Assistant	22.75																		
Principal Architectural Manag	64.54																		
Architect Manager	62.59																		
Architectural Intern I	21.44																		
<b>TOTALS</b>		126.0	100%	\$49.89	50.0	100%	\$46.93	32.0	100%	\$48.83	210.0	100%	\$52.87	347.0	100%	\$45.44	72.0	100%	\$47.11



**Local Public Agency**

Winnebago County Highway Department

**County**

Winnebago

**Section Number**

16-00626-00-BR

**Consultant / Subconsultant Name**

**Job Number**

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

SHEET 4 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Cover Sht., GN, Sp. Provisions, Control Sheet			SOQ, Schedule, Quantity Calcs & Check			QA/QC			Field Checks			Shop Drawing Review			As-Built AASHTO Load Rating			
		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 Manag	86.00																			
Principal Engineering Manag	71.81				4	2.78%	1.99	40	90.91%	65.28	8	57.14%	41.03	2	7.69%	5.52				
Engineering Manager	68.45	10	10.64%	7.28	4	2.78%	1.90													
Civil Engineer IV	55.58	28	29.79%	16.56	36	25.00%	13.89				6	42.86%	23.82	12	46.15%	25.65	8	66.67%	37.05	
Civil Engineer III	48.80				20	13.89%	6.78													
Civil Engineering Intern II	39.99	38	40.43%	16.17	40	27.78%	11.11							12	46.15%	18.46	4	33.33%	13.33	
Civil Engineering Intern I	36.34																			
Engineering Intern	23.48																			
Principal Professional Land	63.32							4	9.09%	5.76										
PLS Manager	54.26																			
PLS IV	57.39																			
PLS III	39.64																			
PLS (SIT) II	32.69																			
PLS (SIT) I	28.60																			
Survey Technician II	28.71																			
Survey Technician I	25.54																			
Survey Worker Foreman	33.52																			
Survey Worker	20.43																			
Survey Worker Intern	16.34																			
Technician IV	39.81																			
Technician III	37.72	18	19.15%	7.22	40	27.78%	10.48													
Technician II	28.23																			
Technician I	25.25																			
Administrative Assistant	22.75																			
Principal Architectural Mana	64.54																			
Architect Manager	62.59																			
Architectural Intern I	21.44																			
<b>TOTALS</b>		94.0	100%	\$47.23	144.0	100%	\$46.15	44.0	100%	\$71.04	14.0	100%	\$54.85	26.0	100%	\$49.63	12.0	100%	\$50.38	

**Local Public Agency**

Winnebago County Highway Department

**County**

Winnebago

**Section Number**

16-00626-00-BR

**Consultant / Subconsultant Name**

**Job Number**

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

SHEET 5 OF 5

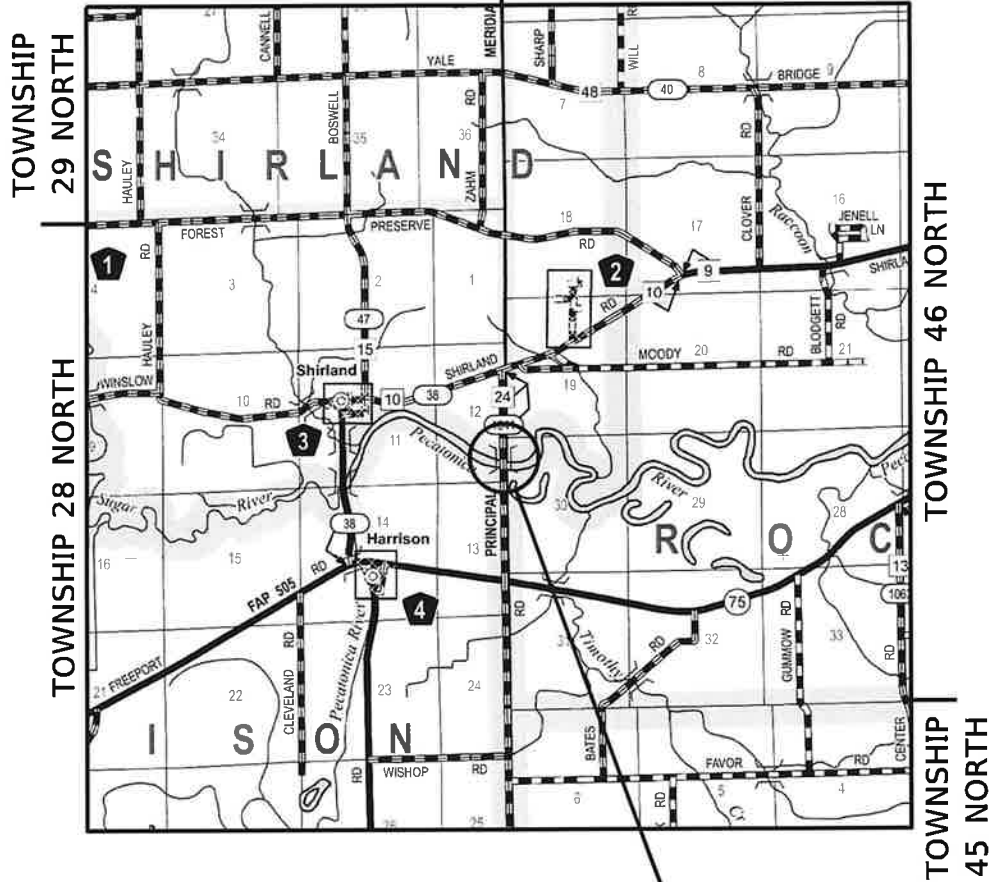
PAYROLL CLASSIFICATION	AVG HOURLY RATES	ROW Plats & Legals		ROW Staking & Pinning									
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	86.00												
Principal Engineering Manager	71.81												
Engineering Manager	68.45												
Civil Engineer IV	55.58												
Civil Engineer III	48.80												
Civil Engineering Intern II	39.99												
Civil Engineering Intern I	36.34												
Engineering Intern	23.48												
Principal Professional Land Su	63.32	12	37.50%	23.75	2	18.18%	11.51						
PLS Manager	54.26												
PLS IV	57.39												
PLS III	39.64												
PLS (SIT) II	32.69												
PLS (SIT) I	28.60												
Survey Technician II	28.71	20	62.50%	17.95									
Survey Technician I	25.54												
Survey Worker Foreman	33.52				9	81.82%	27.43						
Survey Worker	20.43												
Survey Worker Intern	16.34												
Technician IV	39.81												
Technician III	37.72												
Technician II	28.23												
Technician I	25.25												
Administrative Assistant	22.75												
Principal Architectural Manage	64.54												
Architect Manager	62.59												
Architectural Intern I	21.44												
<b>TOTALS</b>		32.0	100%	\$41.69	11.0	100%	\$38.94	0.0	0%	\$0.00	0.0	0%	\$0.00

HALFSIZE: 8W.plt cf g 6/10/2024 10:48:11 AM 1 PLOTTED

# LOCATION MAP

RANGE 11 EAST  
OF 4TH PM

RANGE 1 EAST  
OF 3RD PM



BRIDGE LOCATION

C.H. 24 (MERIDIAN ROAD) OVER PECATONICA RIVER  
 EXISTING/PROPOSED STRUCTURE NO. 101-3071  
 SECTION 16-00626-00-BR  
 ROCKTON TOWNSHIP

LAT/LONG: 42.43813537°, -89.17480009°

**WINNEBAGO COUNTY**  
**ILLINOIS**

EXHIBIT E

FILE # S:\PROJECTS\2024\1608024\_MCA\DESIGN\STRUCT\Location\1608024\_Location\_Map.dgn



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

[X] Yes [ ] No

Table with Resolution Type (Original), Resolution Number, and Section Number (16-00626-00-BR)

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

the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Engineering services for superstructure removal and replacement on SN 101-3071. Also included are necessary substructure repairs and roadway approaches not exceeding 400 feet from each abutment.

2. That there is hereby appropriated the sum of two hundred seventy five thousand

Dollars (\$275,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

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

of Winnebago 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 June 27, 2024

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27 day of June, 2024

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 18, 2024

**Resolution Title: (24-025)** Resolution Authorizing the Obligation Retirement of Bond Payments from MFT Funds (Section 14-00563-00-GB)

**County Code:** PWC Resolution #24-025

**Board Meeting Date:** Thursday, June 27, 2024

**Budget Information:**

<b>Was item budgeted?</b>	yes	<b>Appropriation Amount:</b>	\$ 200,500
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b>	464-49110	<b>Budget Impact:</b>	\$ 199,750

**Background Information:**

This is an annual resolution required by IDOT to be able to use MFT funds to pay for the bond that was used to pay for a portion of the Baxter Road and Best Road projects. MFT and FA Match pay for 50% each, of the annual cost.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

N/A

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

To be submitted to IDOT for approval

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

**24-CR-XXX**

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

**RESOLUTION AUTHORIZING THE OBLIGATION RETIREMENT  
OF BOND PAYMENTS FROM MFT FUNDS  
(SECTION 14-00563-00-GB)**

**WHEREAS** Motor Fuel Tax funds need to be obligated for payments on bonds used for improvements to the County Highway System in prior years through the current year; and

**WHEREAS** it is in the public interest to obligate the payments with Motor Fuel Tax funds.

**NOW, THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that Motor Fuel Tax funds are hereby obligated for payments to the General Obligation Bonds as shown on the attached IDOT forms (BLR 15411 Rev 7/13/22);

**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 Engineer.

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

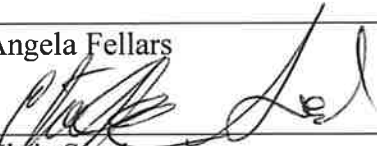
DISAGREE

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

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

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

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

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

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

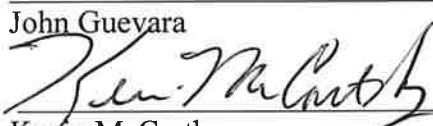
  
\_\_\_\_\_  
Jim Webster

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

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

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

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

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

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

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

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

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

ATTEST:

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



Obligation Retirement Resolution

Resolution Number [ ] Section Number 14-00563-00-WR

WHEREAS the County of Winnebago Local Public Agency Type Name of Local Public Agency

has outstanding indebtedness described as follows:

Sec # 14-00563-00-GB, \$2,590,000 general obligation bonds (alternate revenue source), series 2020A

Table with 5 columns: Bonds or Public Benefit Assessments, Bonds or Assessments Number(s), Interest or Principal, Date Due, Amount. Row 1: Bonds, 1, \$199,750.00, 12/31/24.

and,

WHEREAS, it appears that sufficient Motor Fuel Tax funds are or will be available when the above indebtedness is due, and

WHEREAS, the County has, by resolution adopted 05/23/24, directed the Clerk of Winnebago

County to cancel the 2024 tax levy (for taxes collectable in 2025) which would have produced funds to pay this indebtedness.

(Not applicable to special assessment projects.)

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of one hundred ninety nine thousand seven hundred fifty dollars (\$199,750.00) from funds allotted to

County of Winnebago under the Motor

Fuel Tax Law for the payment of the above described indebtedness, and

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, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by County Board of Winnebago at a meeting held on 05/23/24

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23 day of 05/24

(SEAL, if required by the LPA)

Clerk Signature & Date [Signature Box]

APPROVED Regional Engineer Department of Transportation Signature & Date [Signature Box]





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 18, 2024

**Resolution Title:** Resolution Authorizing a Professional Engineering Services Agreement with Willett Hofmann & Associates to Provide Plans and Specifications for the Elevated Water Storage Tank Improvements at the Winnebago County Water District (Section 24-00730-00-MS)

**County Code:** PWC Resolution #24-026

**Board Meeting Date:** Thursday, June 27, 2024

**Budget Information:**

<b>Was item budgeted?</b> yes <b>Appropriation Amount:</b> \$ 15,500
<b>If not, explain funding source:</b>
<b>ORG/OBJ/Project Code:</b> 790-43190 <b>Budget Impact:</b> \$ 15,500

**Background Information:**

IEPA requires that water storage tanks be inspected every 5 years. It has also been identified that some repairs/improvements are needed at the Baxter Road elevated water storage tank.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After approval by County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

Bids will be received after documents are prepared

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

**24-CR-XXX**

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

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH  
WILLETT HOFMANN & ASSOCIATES TO PROVIDE PLANS AND SPECIFICATIONS  
FOR THE ELEVATED WATER STORAGE TANK IMPROVEMENTS AT THE  
WINNEBAGO COUNTY WATER DISTRICT (SECTION 24-00730-00-MS)**

**WHEREAS** as per resolution of the County Board of the County of Winnebago, Illinois, Resolution 12-007, dated the 12<sup>th</sup> day of January 2012, the County Board created a waterworks system pursuant to the authority granted in Section 5-15001 of the Illinois Counties Code, 55 ILCS 5/5-15001 hereinafter referred to as the WATER DISTRICT; and

**WHEREAS** Winnebago County by prior action of the County Board, caused to be purchased, erected and planned a water system composed of an elevated water storage tank, building, wells, pumping equipment and water mains to service the general environs of the area of Interstate I-39 and Baxter Road; and

**WHEREAS** Illinois Environmental Protection Agency (IEPA) recommends public water supply systems inspect water storage tanks at least every five years; and

**WHEREAS** draining, cleaning, and inspecting the elevated water storage tank will identify any additional repairs that should be addressed; and

**WHEREAS** the tank mixer used to maintain water movement in the elevated water storage tank and to prevent the elevated water storage tank from freezing has failed; and

**WHEREAS** the elevated water storage tank fall arrest and fall restraint system needs to be updated to current Occupational Safety and Health Administration (OSHA) standards; and

**WHEREAS** Willett Hofmann & Associates, Inc. has agreed to provide design and construction engineering services to replace the tank mixer, replace the fall arrest and fall restraint system, drain, clean, and inspect the Water Storage Tank for not to exceed fee of \$15,500.00; and

**WHEREAS** it would be in the public interest to enter into the attached Agreement to provide Professional Engineering Services for the Elevated Water Storage Tank Improvements of the WATER DISTRICT.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Agreement in substantially the form attached hereto.

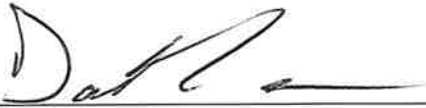
**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption; and

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



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

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

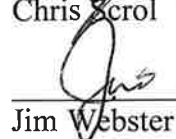
\_\_\_\_\_  
Angela Fellars



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

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Angela Fellars

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Chris Scrol



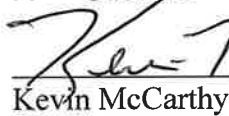
\_\_\_\_\_  
Jim Webster

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

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

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

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



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

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

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

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

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

ATTEST:

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



June 7, 2024

Winnebago County Highway Department  
424 N. Springfield Avenue  
Rockford, Illinois 61101

Attn: Mr. Carlos Molina, Highway Engineer

Re: Elevated Water Storage Tank Improvements  
Engineering Proposal

Dear Carlos:

In response to your request, Willett, Hofmann & Associates, Inc. is pleased to submit the following proposal for Professional Services for your review and consideration. The scope of services described herein is based on our present understanding of the needs of the Project.

**PROJECT UNDERSTANDING:**

- The Winnebago County Water District needs to replace the mixer in the elevated water storage, pressure wash and clean the interior of the tank, inspect the interior of the tank, and replace the tank ladder with an OSHA compliant ladder.

**SCOPE OF PROFESSIONAL SERVICES:**

- Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services as outlined on the attached Exhibit 1 – Scope of Professional Services.

**FEE FOR PROFESSIONAL SERVICES:**

- Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services described above on an hourly basis at a cost not to exceed \$15,500.00. We have estimate 80 hours of Willett, Hofmann & Associates time at a cost of \$11,500.00 and have include \$4,000 for an electrical subconsultant if needed for any electrical design assistance.

**SCHEDULE OF WORK TO BE DONE:**

- We will complete the Professional Services detailed on the attached Exhibit 1 in (12) weeks after the approval of our agreement.

809 East 2nd Street, Dixon, IL 61021 T: (815) 284-3381 F: (815) 284-3385

Mr. Carlos Molina, Highway Engineer  
Winnebago County  
June 6, 2024  
Page 2 of 3

**DELIVERABLES:**

- Provide the County with five (5) copies and a pdf of the construction drawings and bidding documents.

**TERMS & CONDITIONS:**

- The attached Terms and Conditions are made a part of this Agreement. Additional Services requested above and beyond those described herein shall be provided and performed as outlined on the attached Terms and Conditions.

This proposal is valid for thirty (30) calendar days from the date of this proposal.

The proposed **scope of services** described above are negotiable, however if the proposed services and terms meet with your approval, please sign this letter agreement, and return one copy to our office.

**PROPOSAL ACCEPTED:**

I hereby authorize this work to proceed as outlined above and have read and accept the attached Terms and Conditions.

By \_\_\_\_\_

Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Thank you for your interest in Willett, Hofmann & Associates, Inc. and for this opportunity to be of service. We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY   
Matt Hansen, P.E.

MH:lj

Encl.

c.c. Sean Von Bergen, Winnebago County

### EXHIBIT 1 - SCOPE OF PROFESSIONAL SERVICES

PROJECT: Winnebago County  
Elevated Water Storage Tank Improvements  
Engineering Services

DATE: June 6, 2024

#### SCOPE OF PROFESSIONAL SERVICES:

Willett, Hofmann & Associates, Inc. proposes to provide the following engineering services:

1. Prepare construction drawings showing the improvements to the elevated water storage tank.
2. Prepare the bidding and contractor documents and technical specifications for the water storage tank improvements.
3. One design meeting with County prior to bidding the project.
4. Conduct the bid opening, tabulate the bids, and prepare a bid summary and award letter.
5. Prepare contracts documents for execution by contractor.
6. Conduct pre-construction meeting.
7. Inspect the interior of the tank after it has been cleaned.
8. Review shop drawings for the ladder replacement.
9. Inspect the mixer and the ladder installations after the work is completed.
10. Project administration including preparation of monthly pay requests.

#### SERVICES NOT INCLUDED:

Perform visual inspection of customer water service material type and prepare the water service material inventory.



## TERMS AND CONDITIONS - WINNEBAGO COUNTY HIGHWAY DEPARTMENT

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**Standard of Care:** Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as "WHA", under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Additional Services:** When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

**Billing / Payment:** The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

**Termination, Suspension or Abandonment:** In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days' written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

**Indemnification:** WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by WHA's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**Certification, Guarantees and Warranties:** WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

**Dispute Resolution:** Any claims or disputes between the Client and WHA arising out of the services provided by WHA or out of this Agreement shall be submitted to non-binding mediation. The Client and WHA agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.



## TERMS AND CONDITIONS - WINNEBAGO COUNTY HIGHWAY DEPARTMENT

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**Construction Means and Methods:** WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

**Construction Observation:** When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

**Adjustments, Changes or Additions:** It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. If WHA is performing Construction Observation, all change order amounts requested by Contractors constructing WHA designed items shall be submitted to WHA for review prior to being approved by contract holder. WHA will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to WHA at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of WHA. WHA shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**Project Signs:** Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

**Electronic Files:** The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

**Use of Documents:** Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

**Assignment:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.





**GENERAL RATES FOR ENGINEERING SERVICES  
(FIELD AND OFFICE)  
EFFECTIVE APRIL 1, 2024**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$220.00	\$350.00	Regular Rate
Principal Engineering Manager	\$180.00	\$290.00	Regular Rate
Engineering Manager	\$150.00	\$240.00	Regular Rate
Civil Engineer IV	\$140.00	\$220.00	Regular Rate
Civil Engineer III	\$130.00	\$200.00	Regular Rate
Civil Engineering Intern II	\$110.00	\$180.00	Regular Rate
Civil Engineering Intern I	\$90.00	\$150.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$90.00	\$220.00	Regular Rate
Engineering Intern	\$60.00	\$100.00	Regular Rate
Principal Architectural Manager	\$150.00	\$230.00	Regular Rate
Architect Manager	\$150.00	\$230.00	Regular Rate
Architect IV	\$140.00	\$220.00	Regular Rate
Architect III	\$100.00	\$170.00	Regular Rate
Architectural Intern II	\$70.00	\$130.00	Regular Rate
Architectural Intern I	\$60.00	\$100.00	Regular Rate
SPP Architectural Intern I	\$60.00	\$100.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$60.00	\$220.00	Regular Rate
Principal Prof. Land Surveyor Manager	\$140.00	\$210.00	Regular Rate
Prof. Land Surveyor Manager	\$130.00	\$200.00	Regular Rate
Prof. Land Surveyor IV	\$120.00	\$190.00	Regular Rate
Prof. Land Surveyor III	\$110.00	\$180.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$100.00	\$170.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$90.00	\$160.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$90.00	\$190.00	Regular Rate
Survey Technician II	\$70.00	\$120.00	Regular Rate
Survey Technician I	\$60.00	\$100.00	Regular Rate
Technician IV	\$90.00	\$150.00	1.3 x Regular Rate
Technician III	\$80.00	\$140.00	1.3 x Regular Rate
Technician II	\$70.00	\$120.00	1.3 x Regular Rate
Technician I	\$60.00	\$110.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$60.00	\$150.00	1.3 x Regular Rate
Survey Worker Foreman	\$90.00	\$140.00	1.3 x Regular Rate
Survey Worker	\$70.00	\$120.00	1.3 x Regular Rate
SPP Survey Worker	\$60.00	\$100.00	1.3 x Regular Rate
Survey Worker Intern	\$50.00	\$80.00	1.3 x Regular Rate
Administrative Assistant Supervisor	\$60.00	\$100.00	1.3 x Regular Rate
Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
SPP Administrative Assistant	\$40.00	\$70.00	1.3 x Regular Rate
Human Resource Administrator I	\$60.00	\$100.00	1.3 x Regular Rate
Bookkeeper	\$70.00	\$120.00	1.3 x Regular Rate
Bookkeeper/HR Supervisor	\$80.00	\$140.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.

STATE OF ILLINOIS  
**WINNEBAGO COUNTY WATER DISTRICT**  
WATER SYSTEM IMPROVEMENTS  
SECTION NO.: 24-00730-00-MS

**ELEVATED WATER  
STORAGE TANK IMPROVEMENTS  
LOCATION MAP**



**WINNEBAGO COUNTY WATER DISTRICT  
WELL & ELEVATED STORAGE TANK SITE**



WINNEBAGO COUNTY BOARD DISTRICT 11

**ADT: 3,550 (2022) 5% TRUCKS  
FUNCTIONAL CLASSIFICATION: MAJOR COLLECT  
DESIGN SPEED: 55 MPH  
DESIGN POLICY: 3R**





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 18, 2024

**Resolution Title:** Resolution Authorizing an Intergovernmental Cooperation Agreement for Railway-Highway Grade Crossing Improvements on Roscoe Road

**County Code:** PWC Resolution #24-027

**Board Meeting Date:** Thursday, June 27, 2024

**Budget Information:**

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

**Background Information:**

As is customary, the State approached the County Highway Department to participate in this agreement because Roscoe Road is a County highway. There is no cost to the County. The State and the railroad plan to improve/upgrade the warning crossing signal devices and install new gate arms.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

To be signed after County Board approval

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**24-CR-XXX**

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

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL  
COOPERATION AGREEMENT FOR RAILWAY-HIGHWAY  
GRADE CROSSING IMPROVEMENTS ON ROSCOE ROAD**

**WHEREAS**, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipal corporations to join together in intergovernmental agreements for the purpose of achieving statutory objectives and goals individually and jointly; and

**WHEREAS**, in the interest of public safety the State of Illinois, acting by and through its Department of Transportation (STATE), and Winnebago County acting by and through its County Board the Local Public Agency (LPA), and the Dakota, Minnesota and Eastern Railroad (DME) propose to improve crossing warning signal devices on Roscoe Road between Lismore Road and Metalmark Lane; and

**WHEREAS**, the parties mutually agree to accomplish the proposed improvements through the use of Federal funds which are provided under applicable Federal act, law or appropriation; and

**WHEREAS** it would be in the public interest to enter into the attached State of Illinois, Department of Transportation Agreement for Railway-Highway Grade Crossing Improvements, Local Public Agency (AGREEMENT).

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached State of Illinois, Department of Transportation Agreement for Railway-Highway Grade Crossing Improvements, Local Public Agency 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

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

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

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

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

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Jim Webster

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

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

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

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

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

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

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

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

ATTEST:

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

Route: **Roscoe RD (FAU 9884)**  
Section: **20-00677-00-SP**  
County: **Winnebago**  
Project: **HQNK(598)**  
Job No: **C-92-002-21**  
Agreement No: **N/A**  
DOT/AAR NO. **387267L**

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
AGREEMENT  
for  
Railway-Highway Grade Crossing Improvements  
Local Public Agency

This agreement, hereinafter referred to as the "Agreement", made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the Local Public Agency, **Winnebago County (Winnebago County)**, State of Illinois, acting by and through its **County Board**, hereinafter referred to as the "LPA" , and the **Dakota, Minnesota and Eastern Railroad (DME)**, hereinafter referred to as the "COMPANY"; collectively referred to as the "PARTIES" and individually referred to as "PARTY".

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices, hereinafter referred to as the "Project", at the location listed on the attached Exhibit A, and as shown on the Exhibit A's location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal funds which are provided under applicable Federal act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The Project covered under this Agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated

December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide". The COMPANY shall meet the Buy America requirements specified in 23 CFR 635.410. Upon completion of the COMPANY's work, the COMPANY shall sign and return with its Final Invoice, the Certification of Compliance with Buy America, attached hereto as Exhibit B.

SECTION 2. The COMPANY shall prepare the detailed plans (including surveys and other engineering services), and detailed estimates of cost. The detailed plans shall be submitted to the Illinois Commerce Commission (ICC) in accordance with Section 5 of this Agreement and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the most current edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the LPA. LPA shall notify STATE in writing of such request prior to LPA's approval.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before commencing

with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY shall promptly schedule the work set forth in the Agreement and shall notify in writing the agencies listed on Exhibit A, a minimum of twenty-one (21) days before commencing work. Any work performed prior to this notification will be considered non-reimbursable.

SECTION 6. The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform. The COMPANY, for performance of its work as herein specified, shall bill the STATE **immediately**, for its share of Preliminary Engineering costs incurred to date upon receiving authorization to proceed with construction, and, may bill the STATE monthly for the STATE's share of the cost of materials purchased, delivered and stored on the COMPANY's property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the Project.

In the event the COMPANY fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the COMPANY, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the STATE. Upon delivery, the STATE shall then take possession of said material for the STATE's own use. The delivery of the material to the STATE shall in no way serve to terminate this Agreement or affect the other provisions of this Agreement and in addition shall not affect the COMPANY's right to claim payment for stockpiled material to replace that taken by the STATE. In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly for the STATE's share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant



State agency and FHWA. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this Project.

The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the COMPANY in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted. Payment under this paragraph shall not be claimed for any progressive invoice totaling less than \$500. The progressive invoices may be rendered on the basis of an estimated percentage of work completed.

The COMPANY, upon the completion of the work, shall, within one hundred twenty (120) calendar days, render to the STATE a detailed final invoice of the actual cost and expense as incurred by it or for its account. After the STATE's representatives have checked the progressive invoices and the final invoice and they have agreed with the COMPANY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse the COMPANY in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted, for the amount of the final invoice, except that for any portion of the final invoice in excess of the estimated cost of such excess costs as shown in Section 6, the STATE may withhold payment of such excess costs until the COMPANY has provided reasonable backup detail as requested by the STATE to justify the additional cost, and the STATE shall promptly review such backup detail as provided by the COMPANY and shall thereafter promptly pay the costs in excess of the estimated costs unless reasonable exception is taken thereto. If the parties cannot reach agreement on reimbursement of the COMPANY's costs above the estimated costs, each Party retains all legal and equitable remedies regarding the payment of same; such reimbursements, however, are subject to the provisions of Section 13 hereof.

All invoices shall be clearly marked as "progressive invoice" or "final invoice", as applicable, and should be sent to:

Illinois Department of Transportation  
Attn: Fiscal Control Unit  
Bureau of Local Roads and Streets  
2300 S. Dirksen Parkway  
Springfield, IL 62764

The COMPANY shall maintain, for a minimum of three (3) years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL 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 STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the federal or STATE representatives have audited the expenses as incurred by the COMPANY, including such amounts as may have been suspended from any previous payment, the STATE shall promptly reimburse the COMPANY for the suspended amounts, less the deduction of any item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the STATE for the overpayment.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of

the completed installation. The STATE will perform a final inspection upon receiving the written notification.

SECTION 9. When construction of this Project is completed, and so long as State law shall so require, the COMPANY shall maintain at its expense or, by agreement with others, provide for maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually designated and agreed to by the Parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this Agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY, however the COMPANY agrees to contribute ten percent (10%) of the cost of this Project. Per the alternative Federal-State procedure in 23 C.F.R. § 646.220, the STATE will have a representative present at the job site during construction to certify the work and to assure that all work and materials meet the requirements, is complete, acceptable and in accordance with the terms of this Agreement.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the Project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this Agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

**SECTION 13.** It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprise requirements of 49 CFR Part 26 apply to this Agreement. The COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of this Agreement. The COMPANY, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply. Pursuant to 820 ILCS 130/4, COMPANY is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website".

**SECTION 14.** This Agreement shall be binding upon the Parties hereto, their successors or assigns.

**SECTION 15.** The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

**SECTION 16.** At the time this Agreement was executed, there were funds available for the Project; however, obligations assumed by the STATE under this Agreement shall cease

immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the Project.

SECTION 17. The COMPANY was hereby requested and authorized to accrue costs by the STATE, to perform the necessary preliminary engineering to develop an estimate of cost for the proposed work described on Exhibit A, on **January 27, 2021**. The COMPANY hereby agrees to not invoice the STATE until such time this Agreement is fully executed.

SECTION 18. The COMPANY certifies its correct Federal Taxpayer Identification Number, as indicated on the attached Exhibit C.

SECTION 19. This Agreement shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

COMPANY: Dakota, Minnesota and Eastern Railroad (DME)

Accepted By: 

Typed name: NEIL HIGGINS

Typed title: GM ENGINEERING PROJECTS

Date: Feb. 22, 2022

LPA: Winnebago County

Accepted By: \_\_\_\_\_

Typed name: \_\_\_\_\_

Typed title: \_\_\_\_\_

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

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Omer Osman  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vicki L. Wilson  
Chief Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephen Travia  
Director, Highways Project Implementation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Yongsu Kim  
Chief Counsel

\_\_\_\_\_  
Date

## EXHIBIT A

### CROSSING IDENTIFICATION:

Railroad: Dakota, Minnesota and Eastern Railroad (DME)  
DOT/AAR No: 387267L  
RR M.P.: 24.29  
Roadway: Roscoe RD  
Location: Roscoe RD (FAU 9884) at the DME tracks

### EXISTING CONDITIONS:

Automatic Flashing Lights

### DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Install automatic flashing LED light signals with bells and gates, install new constant warning time track circuitry with event recorder and remote monitor system.
2. Provide all temporary Traffic Control required by the project in accordance with the most current edition of IDOT Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions, Highway Standards, National Manual on Uniform Traffic Control Devices ("MUTCD") and the Illinois Supplement to the MUTCD. When the COMPANY requires a road width restriction, lane closure or full road closure requiring a marked traffic detour, the COMPANY shall prepare and submit a copy of a detailed traffic control plan and proposed project schedule to the LPA for approval. Submission of the traffic control plan and project schedule information shall be no later than forty-five (45) calendar days prior to the scheduled date for the commencement of construction activities. The COMPANY shall furnish, erect, maintain and remove the traffic control necessary for the approved traffic control plan.
3. Incidental work necessary to complete the items hereinabove specified.
4. CFDA Number: 20.205 (Information is available at <http://www.cfda.gov/>)

DESCRIPTION OF WORK TO BE DONE BY THE LPA:

Local Public Agency (LPA) agrees to provide at its expense any required permanent advance warning signs and pavement markings as required by the most current edition of the following documents: IDOT Standard Specifications for Road and Bridge Construction, Supplemental Specifications and Recurring Special Provisions, Highway Standards, National Manual on Uniform Traffic Control Devices ("MUTCD"), the Illinois Supplement to the MUTCD, and Illinois Law. When the COMPANY requires a road width restriction, lane closure or full road closure requiring a marked traffic detour, the LPA at its expense shall provide written notice (electronic mail, standard mail, or fax) to the STATE and the COMPANY within fifteen (15) calendar days after receipt of the COMPANY's traffic control plan and proposed project schedule. The notices shall indicate the LPA's approval or disapproval of its respective traffic detour plan and project schedule for the proposed improvements.

No additional work to be performed by the LPA.  
Additional work will be performed by the LPA, listed below, but not funded by the Federal Railway-Highway Crossing Program (Section 130).

Additional work will be performed by the LPA and funded by the Federal Railway-Highway Crossing Program (Section 130) will be under a separate agreement with the STATE.

ATTACHMENTS:

1. Location Map (consisting of one page)
2. COMPANY's Estimate (consisting of 10 pages)
3. General Plan Layout (consisting of 1 pages)

PROGRAM COST ESTIMATE:

**\$ 300,000**

COMPANY COST ESTIMATE:

Total	(100.0%)	\$	265,793.04
<i>(To be filled in by the RAILROAD)</i>			
Federal Participation	(90.0%)	\$	239,213.73
<i>(To be filled in by the STATE)</i>			
COMPANY Participation	(10.0%)	\$	26,579.31
<i>(To be filled in by the STATE)</i>			
LPA Participation	(0.0%)	\$	0.00
<i>(To be filled in by the STATE)</i>			



**AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:**

**Illinois Department of Transportation**

Bill Pearsall, Highway-Railway Safety Engineer  
2300 South Dirksen Parkway, Room 005  
Springfield, Illinois 62764  
(217) 785-2986  
william.pearsall@illinois.gov

**Dakota, Minnesota and Eastern Railroad**

Brian Osborne, Manager Public Works  
120 S 6th Street  
Minneapolis, MN 55402  
(612) 330-4555  
Brian\_Osborne@CPR.CA

**Winnebago County Highway Department**

Carlos Molina, County Engineer  
424 North Springfield Avenue  
Rockford, IL 61101  
(815) 319-4000  
highway@wincoil.us

**SUBMIT ALL BILLS FOR THE STATE'S SHARE TO:**

Illinois Department of Transportation  
Attn: Fiscal Control Unit  
Bureau of Local Roads and Streets  
2300 S. Dirksen Parkway  
Springfield, IL 62764





# Rail Signal Systems

February 7, 2022

Roscoe Road  
Rockford (Winnebago County) Rockford, IL  
DM&E - Rockford (RKIL) Subdivision - (DAVIS JCT. TO STATE LINE)  
M.P. 24.25  
FRA/AAR DOT No: 387267L  
Latitude: 42.412373 Longitude: -89.045296 RSS  
Project No: C-20-1838 ILDOT Project ID:  
02/08/2022 - REV. 2.0 (Estimate valid for 1 year) (Funding: 90% ILDOT - 10% CPR)

Design Review Document (Rev.2.0)

General Note: Upgrade Signal System to Constant Warning Device, flasher/gates & including 12" LED 2-Way light units, LED gate arm lights, with recording and remote monitoring device.

1. New 8' x 8' bungalow with foundations.
2. New ElectroLogix XP4 1-Track Redundant with constant warning device, crossing controller units, MDSA-1 track surge protection and associated electrical and electronic apparatus.
3. New NBS-2 termination shunts.
4. New SEA/R recorders.
5. New Crossing Remote Monitor.
6. New 5" mast on Sig. 1 & Sig. 2.
7. New 12" LED 2-Way light units on Sig. 1 & Sig. 2.
8. New S-60 entrance gate mechanisms with gate arms on Sig. 1 & Sig. 2.
9. New LED gates lights on Sig. 1 & Sig. 2.
10. Boring under roadway and track.
11. Install new underground track cables from house to track.
12. Install new underground signal cables from house to Flasher/Gates.
13. Install new underground AC Meter Service and cable from meter service to shelter.
14. Aggregate for installation around instrument bungalow and flasher/gates.
15. Other materials as required for installation.

# Canadian Pacific Railway

Roscoe Rd. - Rockford (Winnebago County) Rockford, IL

DM&E - Rockford (RKIL) Subdivision - (DAVIS JCT. TO JANESVILLE) - M.P. 024.25

FRA/AAR DOT No: 387267L

Latitude: 42.299484 Longitude: -89.08552

RSS Project No: C-20-1838 ILDOT Project ID:

02/8/2022 - REV. 2.0 (Estimate valid for 1 year) (Funding - 90% ILDOT - 10% CPR)

LINE	PART NUMBER	HOUSE MATERIAL	QTY.	UNIT PRICE	TOTAL
1	4000630	BUNALOW, SIG, ALUM, 8X8, 2-DOORS, DROPDOWN LEGS, MODERN	1	\$17,408.34	\$17,408.34
2	NYK:610390-202	UNIT, XP4,4 SLOT, W/EGMS, CP PRICING	0	\$34,996.46	\$0.00
3	NYK:610390-149	UNIT, XP4 1 TRACK REDUNDANT CP	1	\$0.00	\$0.00
4	300752-000	XP4 9-Slot Chassis, xxxxx	1	\$2,414.10	\$2,414.10
5	251495-000	XP4 UCI-3, EEPROM for XP4	1	\$307.08	\$307.08
6	251456-000	XP4 Central Power Supply, CPS-3	1	\$657.59	\$657.59
7	251432-000	XP4 VPM-3 Module - Crossing	1	\$1,616.84	\$1,616.84
8	251346-000	XP4 Normal-Standby Module NSM-1	1	\$657.59	\$657.59
9	251336-000	XP4 Crossing Track Interface Module,XTI-1S	2	\$2,491.01	\$4,982.03
10	227481-000	XP4 XTI-1S Personality Module, NormaVStandby	2	\$168.32	\$336.65
11	251384-000A	XP4 Integrated Crossing Controller Module, IXC-20S	2	\$3,037.88	\$6,075.75
12	227546-000	XP4 IXC-20S Personality Module	2	\$558.89	\$1,117.78
13	251380-000	XP4 Vital I/O Module, 8 In/6 Out,VI0-86S	1	\$1,725.43	\$1,725.43
14	227537-000	XP4 VI0-86S Personality Module	1	\$331.21	\$331.21
15	003662-000	Blank EEPROM	1	\$13.73	\$13.73
16	100323-010	ElectrologIXS XP4, Field Reference Manual	1	\$0.00	\$0.00
17	251333-000	XP4 Ground Fault Detector, GFD-1	1	\$468.17	\$468.17
18	251124-000	XP4 Control Display Unit, CDU-1	1	\$282.34	\$282.34
19	NYK:038403-49	PANEL.,MDSA-1XS, 1 TRACK	1	\$450.15	\$450.15
20	NYK:038403-48	PANEL.,MDSA-2XS, 2 TRACK	0	\$786.54	\$0.00
21	NYK:153518-223	PANEL, CROSSING INTERFACE	2	\$375.54	\$751.09
22	NYK:153518-412	KIT, WALL MOUNT FOR XIP-20B GE	2	\$130.08	\$260.16
23	A6X30112770	SEAR II, ILOD GROUP W DOC, CP	1	\$3,731.57	\$3,731.57
24	NYK:8000802710001	SEAR II, ILOD	2	\$701.40	\$1,402.81
25	NYK:153518-455	CHARGER, C-CAN 60 AMP	2	\$1,312.74	\$2,625.48
26	NYK:151236-T09992	TRANSFORMER, 120/24 VAC, TYPE	1	\$90.30	\$90.30
27	NYK:151236-T09992	AC LINE PROTECTORS SP20-4A	2	\$294.78	\$589.56
28	NYK:400044883152X1	ASSEMBLY SURGE PANEL VERTICAL - BLANK	10	\$220.22	\$2,202.18
29	NYK:400044883127X1	ASSEMBLY SURGE PANEL VERTICAL - 18	5	\$625.97	\$3,129.87
30	NYK:400044883145X1	ASSEMBLY SURGE PANEL VERTICAL - 20	0	\$865.27	\$0.00
31	NYK:T18321	RELAY, NON VITAL, 12VDC	3	\$16.66	\$49.97
32	NYK:T053222-1	RELAY, NON VITAL, 24V AC, 3PDT	0	\$18.80	\$0.00
33	NYK:053222-T09797	KIT, SOCKET, RELAY P&B 27E121	3	\$13.13	\$39.38
34	NYK:053222-T09795	CLIP, HOLD DOWN RELAY, P&B 20C	6	\$0.80	\$4.77
35	NYK:007200-CHQRFG	ENCLOSURE, HOFFMAN, 8X6X4, FIB	1	\$106.64	\$106.64
36	NYK:051894-284	PLATE, STEEL MOUNTING	1	\$10.17	\$10.17
37	NYK:310152-T00391	FUSE, 5A FRN-5	4	\$4.28	\$17.14
38	NYK:T13212	FUSE,10 AMP,250 VOLT,FRN-R-10,	4	\$9.59	\$38.35
39	NYK:025618-N20	FUSE, NON-RENEWABLE	2	\$1.68	\$3.37
40	NYK:027614-1X	BLOCK ASSY, FOR 2" FUSE, BKLT (CUCA)	10	\$95.37	\$953.70

41	NYK:023612-1X	BLOCK, TERMINAL2-3/8" CENTER,	19	\$19.16	\$363.96
42	NYK:023274-501X	BLOCK, TERMINAL 12	6	\$34.61	\$213.42
43	NYK:023408-1X	NUT, INSULATED	22	\$8.70	\$191.41
44	NYK:210756-6	ARRESTOR, CIRCUIT LESS THAN 50 VDC	56	\$57.98	\$3,246.70
45	NYK:40004480723AX	AC LINE PROTECTORS SP20-4A	2	\$294.78	\$589.56
46	NYK:099056-T01538	WIRE, #16 OKONITE T.C.BLUE	1100	\$0.19	\$213.18
47	NYK:099056-T01379	WIRE, #10 OKONITE T.C.BLUE #	1100	\$0.44	\$482.46
48	NYK:099152-T08707	WIRE,10AWG,600V,GRN,THHN-THWN	200	\$0.42	\$83.64
49	NYK:099152-T06958	WIRE,6AWG,600V,GRN,THHN-THWN	10	\$0.43	\$4.28
50	NYK:022316-73	WIRE, #16 26 STRAND GREEN	20	\$0.10	\$2.04
51	NYK:099152-T00101	WIRE, #14 SOLID GREEN INSULAT	10	\$0.40	\$3.98
52	NYK:022318-60	WIRE, #14 AWG CASE, WHITE, STRANDED	75	\$0.13	\$9.95
53	NYK:022318-61	WIRE, #14 AWG CASE, BLACK, STRANDED	75	\$0.13	\$9.95
54	NYK:021624-4	BONDSTRAND, INSULATION 3/32"	175	\$1.42	\$248.12
55	NYK:T15514	CABLE, 2 CONDUCTOR 18 AWG	30	\$0.62	\$18.67
56	NYK:153518-224	CABLE, FOR CROSSING INTERFACE	2	\$118.66	\$237.31
57	NYK:153518-225	CABLE, FOR CROSSING INTERFACE	2	\$118.66	\$237.31
58	NYK:097769-T02961	TERMINAL, #12-10, 1/4" BINDING	150	\$0.31	\$45.90
59	NYK:091769-T10546	TERMINAL, RING AMP #35349, WIRE 16-14	100	\$0.36	\$35.70
60	NYK:024628-138	TERMINAL, RING, 1/4 POST, #6	20	\$0.93	\$18.56
61	NYK:170123-31	END LUG KIT FOR SPL	2	\$39.98	\$79.97
62	NYK:409152-T09456	CONDUIT, 1/2" FLEX, METAL	34	\$0.57	\$19.42
63	NYK:092307-306X	BOX, TEST W/(1) DPDT LEVER SWI	1	\$838.75	\$838.75
64	NYK:T12975	CONNECTOR,FLEX CONDUIT,1/2" 90	8	\$3.28	\$26.28
65	NYK:409152-T09455	CONNECTOR, 1/2" STRAIGHT SQUEE	3	\$1.17	\$3.52
66	NYK:007417	3/4" 1 HOLE EMT STRAP	18	\$0.33	\$5.88
67	NYK:023408-6X	CAP, INS SHIELD, 1 SLOT 0.50	12	\$9.01	\$108.08
68	NYK:023408-8X	CAP, INS SHIELD, 2 SLOT 0.50	20	\$9.01	\$180.13
69	NYK:007470-1B	BREAKER SGL 15A	2	\$6.85	\$13.71
70	NYK:007470-1C	BREAKER 2-POLE, 15A	2	\$17.48	\$34.97
71	NYK:8000800780001	NETWORK TERMINATON UNIT 80078	2	\$131.78	\$263.57
72	NYK:098152-T00256	DUCT, 2"X3"XX6"LNG, TAYLOR #92030	42	\$1.74	\$73.26
73	NYK:018-06-005	COVER, 2" DUCT	42	\$0.48	\$20.13
74	NYK:098152-T00305	PANDUIT E3X3LG6	18	\$1.92	\$34.52
75	NYK:098152-T00251	COVER,PANDUIT #C3LG6 3"X 6' L	18	\$0.61	\$11.02
76	NYK:018-06-021	COVER, PANDUIT, 1X6 FT	12	\$0.28	\$3.30
77	NYK:018-06-020	DUCT, PANDUIT, 1 X 3 X 6 FT	12	\$1.46	\$17.50
78	NYK:023590-2X	BOLT,GROUND	2	\$7.14	\$14.28
79	NYK:T18510	LIGHT, POWER OFF, GEMS	1	\$167.47	\$167.47
80	NYK:036117-CP-1	PANEL, JUMPER 1, ALUMINUM CP	1	\$10.15	\$10.15
81	NYK:036117-CP-2	PANEL, JUMPER 2, ALUMINUM CP	1	\$10.15	\$10.15
82	NYK:036117-CP-3	PANEL, JUMPER 3, ALUMINUM CP	0	\$10.15	\$0.00
83	NYK:036117-CP-4	PANEL, JUMPER 4, ALUMINUM CP	0	\$10.15	\$0.00
84	NYK:036117-CP-5	PANEL, JUMPER 5, ALUMINUM CP	0	\$10.15	\$0.00
85	NYK:036117-CP-6	PANEL, JUMPER 6, ALUMINUM CP	0	\$10.15	\$0.00
86	NYK:051659-7	HOLDER, PLAN, WALL MOUNT	2	\$10.19	\$20.38
87	NYK:007302-1	KNOCKOUT BUSHING, RIGID 3/4	3	\$0.33	\$0.98
88	NYK:007183	CON BUSHING 1/2	8	\$0.69	\$5.55

89	NYK:007152	LOCK NUT CONDUIT 3/4"	1	\$0.19	\$0.19
90	NYK:230072-T09988	NIPPLE, INSULATED CHASE, T&B #	1	\$3.91	\$3.91
91	NYK:092582-T11353	TAG, THERMAL SLEEVE 3/8" X 1.5"	200	\$0.47	\$93.84
92	NYK:092582-T11354	TAG, THERMAL SLEEVE 1/2" X 1.5"	40	\$0.57	\$22.85
93	NYK:092582-T11357	TAG, THERMAL SLEEVE 1/4" X 2"	30	\$0.07	\$2.14
94	NYK:999379-CP	DECAL, HOUSE CP RAIL	2	\$16.71	\$33.42
95	NYK:999379-CP1	DECAL, MILE POST CP RAIL	1	\$23.87	\$23.87
96	NYK:455999-T00017	WIRE, 1C #12 INSULATED GREEN	6	\$0.19	\$1.16
97	NYK:T12977	NIPPLE, OFFSET CONDUIT, 1/2", REG	1	\$8.97	\$8.97
98	NYK:007470-1B	BREAKER SGL 15A	2	\$6.85	\$13.71
99	NYK:007302-1	KNOCKOUT BUSHING, RIGID 3/4	1	\$0.33	\$0.33
100	NYK:9000531060005	CONVERTER, 10-36V INPUT 13.8	1	\$1,293.56	\$1,293.56
101	NYK:40004481105AX	SURGE PROTECTION, SP24-2A	1	\$289.58	\$289.58
102	NYK:051895-64KCS	ARMS ANTEN.CISCO,DIGI KIT	1	\$7,550.88	\$7,550.88
103	NYK:170123-21	BATT, NI-CAD, SPL 250 AH 10	1	\$2,207.79	\$2,207.79
104	NYK:170123-23	BATT, NI-CAD, SPL 340 AH 10	1	\$3,117.75	\$3,117.75
105	4001344	MODULE,WSDMM,FOR ELX INSTALL,WHMS	1	\$0.00	\$0.00
106	004001343	MONITOR/RECORDER,DAU,ALSTOM,WHMS	1	\$3,556.33	\$3,556.33
107	004001386	DETECTOR,SMOKE,C4WTARBA,BUNGALOW,WHMS	1	\$284.26	\$284.26
108	004001387	SENSOR,DOOR,MAGNETIC,SET,BUNGALOW,WHMS	2	\$160.34	\$320.69
109	NYK:032619-22X	TEST NUT WRENCH, RELAY	0	\$69.44	\$0.00
110	NYK:032619-25	EXTRACTOR, TERMINAL CLIP	0	\$11.71	\$0.00
111	NYK:400010-CP	RELAY, TYPE "ST" NEUTRAL	0	\$1,023.70	\$0.00
112	NYK:029603-2X	RES UNIT, 0.482-5.000 OHM, 1.73A, ADJ	0	\$54.58	\$0.00
113	NYK:029603-6X	RES UNIT, 1.220-12.500 OHM, 1.09A, ADJ	0	\$54.58	\$0.00
114	NYK:420000-75X	SOCKET & TEST KIT	0	\$81.49	\$0.00
115	NYK:057883-18X	RACK, SWING-OUT, 4SP RELAY	0	\$570.49	\$0.00
116				\$946.05	\$0.00
117				<b>SUBTOTAL</b>	<b>\$81,895.54</b>
<b>LINE</b>	<b>PART NUMBER</b>	<b>GROUND MATERIAL</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	NYK:030399-16X	PADLOCK,SLOTTED HEXAGON OR SPANNER	3	\$39.37	\$118.12
2	NYK:231271-T09993	PADLOCK, STL, W/O CHN, COMB KEY AMER 702	2	\$28.88	\$57.75
3	NYK:409915-T09043	PADLOCK, STL, W/O CHN, PROG KEY MSTR 175	2	\$16.15	\$32.29
4	NYK:400999-T00027	WIRE, #6 SOLID SOFT DRAWN COPP	200	\$1.00	\$199.92
5	NYK:112152-T01991	ROD, GROUND 5/8" X 10'	10	\$35.80	\$358.02
6	NYK:074035-32	BOX, W/COVER,GROUND ROD, 12x17x12 GREY COVER	10	\$37.71	\$377.09
7	NYK:112026-T01958	CONNECTION,1-SHOT CADWELD #SBN	10	\$15.38	\$153.82
8	NYK:153518-211	CONNECTION, ONE SHOT, 2 WIRE	8	\$13.31	\$106.49
9	NYK:021624-3	BONDSTRAND, INSULATION 3/32"	200	\$1.55	\$310.08
10	NYK:099044-T10004	CABLE, GP, 2C, 6AWG, TW PR, 600V	350	\$1.92	\$671.16
11	NYK:099044-T10005	CABLE, UG, 10C, 14AWG, 250V	400	\$2.52	\$1,007.76
12	NYK:409244-T06526	CABLE, UG, 7C, 6AWG, SIGNAL, 600V	400	\$6.95	\$2,778.48
13	NYK:028304-16	REEL, EMPTY, WOODEN, 30"X24"X14.5"	3	\$143.21	\$429.62
14	NYK:400999-T00185	SEALANT, PERMAGUM PLASTIC	3	\$6.45	\$19.34
15	NYK:021378-21X	CLAMP,INS. WIRE W/O	20	\$9.11	\$182.17
16	NYK:115026-T00550	WELD METAL, CADWELD NO. SB25	20	\$2.19	\$43.86
17	NYK:999026-T08742	CLIP, TRK. CIRCUIT RETAINER, 1	16	\$4.78	\$76.54
18	NYK:116152-T00151	SEALANT, DUCT, BLACKBURN DX-5S, 5LB	2	\$11.39	\$22.79

19	NYK:T17604	TUBING, HEAT SHRINK	4	\$35.75	\$143.00
20	NYK:116136-T10734	TAPE,ELEC,BLK,0.75INX66FT,600V,COLD-ENV	2	\$6.32	\$12.65
21	NYK:400999-T00154	HOSE, 2" DIA. X 18" LONG	4	\$6.32	\$25.30
22	NYK:350053-T11934	BROOM, HEAVY DUTY #1003308	1	\$17.41	\$17.41
23	NYK:070981-X	WRENCH KIT, TORQUE	1	\$330.33	\$330.33
24	NYK:035903-1CNX	FOUNDATION, ADJ., CN, GATE, W/	2	\$1,036.07	\$2,072.13
25	NYK:034037-14	DUMMY LOAD, 3250'	0	\$162.30	\$0.00
26	NYK:T12847	ASSY 385A-3 TERM HOUSING,	4	\$181.04	\$724.16
27	NYK:021500-108	SHUNT, NBS-2, 348HZ	2	\$369.41	\$738.83
28	NYK:6000627758621	SHUNT, MULTI-FREQ. 86, 114, 4156, 211	0	\$1,145.31	\$0.00
29	NYK:113999-T11704	SHUNT, HARDWIRE (NO CHICKEN HEAD)	0	\$49.23	\$0.00
30	NYK:112026-19	COUPLER, TUNED JOINT, TJC-2A,	0	\$1,013.44	\$0.00
31	NYK:007254-A	CONDUIT 2" ALUM, 10' LENGHTS, UOM FT.	10	\$5.66	\$56.61
32	NYK:092582-T11354	TAG, THERMAL SLEEVE 1/2" X 1.5"	24	\$0.57	\$13.71
33	NYK:023408-6X	CAP, INS SHIELD, 1 SLOT 0.50	12	\$9.01	\$108.08
34	NYK:023408-8X	CAP, INS SHIELD, 2 SLOT 0.50	20	\$9.01	\$180.13
35	SBTBBU4A	BOND, CADWELD, WEB TRK CONNECTOR, 3/16"X1"X4"	0	\$4.85	\$0.00
36	NYK:007254-A	CONDUIT 2" ALUM, 10' LENGHTS, UOM FT.	10	\$5.66	\$56.61
37	NYK:330276-T10066	FOUNDATION, CONCRETE, 54" ONE	0	\$912.95	\$0.00
38	NYK:070692-9X	CONDUIT ASSY, 2.5" X 48" W/CON	0	\$525.40	\$0.00
39	NYK:153518-613	HOSE, INSULATING, 1" BLACK, HBD THERMOID	300	\$8.00	\$2,399.04
40	NYK:153518-614	PIN, BRAZE 24" SHEATHED TRACK CONNECTION,	0	\$14.46	\$0.00
41	NYK:153518-615	PIN, BRAZE 8MM BRAZING PIN, 35836	0	\$4.12	\$0.00
42	NYK:153518-616	PIN, BRAZE CERAMIC RING, 8MM, 35832	0	\$0.27	\$0.00
43	NYK:153518-617	PIN, BRAZE HEAD BOND #3, 5-3-3/4",35844	0	\$5.68	\$0.00
44	NYK:T18202	PIN, BRAZE, TR CONN, 4.25",SLEEVE,39242	0	\$6.12	\$0.00
45	41225	PIN BRAZE, BOND SWITCH, 34",0.276 DIA,41225	0	\$12.70	\$0.00
46	NYK:115026-T00550	WELD METAL, CADWELD NO. SB25	50	\$2.19	\$109.65
47	NYK:021710-4	BOND, JOINT CADWELD XS STYLE	50	\$3.08	\$154.02
48	225238-001	Cable, U.G. 3C #2 Solid Copper	150	\$8.93	\$1,338.75
49	NYK:113926-T11616	DIODE, TRACK 217A S&C DISTRIB	0	\$146.63	\$0.00
50				<b>SUBTOTAL</b>	<b>\$15,425.70</b>
LINE	PART NUMBER	ENTRANCE FLASHER/GATE #1	QTY.	UNIT PRICE	TOTAL
1	NYK:070519-40AX-1	MAST & BASE ASSY, 5" X 16'	1	\$914.62	\$914.62
2	NYK:070519-40AX-1L	MAST AND BASES ASSY 16' LH	0	\$1,764.35	\$0.00
3	NYK:074600-W00105A	GATE, S-60 ENTRANCE W/ HARDWARE PKG.	1	\$3,732.04	\$3,732.04
4	NYK:042003-XCPS5	FLX-4000 & X-ARM 2-WAY 5" MTG	1	\$1,840.27	\$1,840.27
5	NYK:042003-XCPS2	FLX-4000 & X-ARM, 1-WAY 5" MTG	0	\$1,056.76	\$0.00
6	NYK:250165-T09225	KEEPER, GATE ARM, GENERAL SIGN	1	\$1,955.98	\$1,955.98
7	NYK:070755-2528BX	COUNTERWEIGHT PACKAGE, 23'-32'	1	\$1,460.23	\$1,460.23
8	NYK:250938-T11152	GATE ARM, 16'-32' ALUM/FIBER,	1	\$674.27	\$674.27
9	NYK:074039-24X-CP1	KIT, S-60 CP WIRING HARN. A	1	\$577.42	\$577.42
10	NYK:023408-1X	NUT, INSULATED	4	\$8.70	\$34.80
11	NYK:259371-T10128	BRACKET, HIGH WIND, NEG 191036	1	\$81.15	\$81.15
12	NYK:035200-17DXD	SIGN "RAILROAD CROSSING", DOU	1	\$330.33	\$330.33
13	NYK:035207-2DX	SIGN, "2 TRACK", DIAMOND GRADE	0	\$129.18	\$0.00
14	NYK:023274-X65	BAG, HDW TEST LINK KIT GATE	1	\$85.83	\$85.83
15	NYK:041442-26X	5" (13 cm) Mast 36" (91 cm) Offset 1 Way Version	0	\$732.62	\$0.00

16	NYK:253165-T10906	BELL, ELECTRONIC, 4"-5" BASE,	1	\$256.58	\$256.58
17	NYK:097769-T02961	TERMINAL, #12-10, 1/4" BINDING	25	\$0.31	\$7.65
18	NYK:071367-4X	HARDWRE PKG, SIGN 5" MTG	1	\$81.12	\$81.12
19	NYK:035005-2X	U-BOLT ASSY. 5" W/HDWR	1	\$18.74	\$18.74
20	NYK:T17191	BRACKET, SIGN 4" OR 5" MAST	1	\$10.38	\$10.38
21	NYK:036117-5304	SIGN, CANADIAN PACIFIC ENS,	1	\$30.90	\$30.90
22				<b>SUBTOTAL</b>	<b>\$12,092.32</b>
<b>LINE</b>	<b>PART NUMBER</b>	<b>ENTRANCE FLASHER/GATE #2</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	NYK:070519-40AX-1	MAST & BASE ASSY, 5" X 16'	1	\$914.62	\$914.62
2	NYK:070519-40AX-1L	MAST AND BASES ASSY 16' LH	0	\$1,764.35	\$0.00
3	NYK:074600-W00105A	GATE, S-60 ENTRANCE W/ HARDWARE PKG.	1	\$3,732.04	\$3,732.04
4	NYK:042003-XCPS5	FLX-4000 & X-ARM 2-WAY 5" MTG	1	\$1,840.27	\$1,840.27
5	NYK:042003-XCPS2	FLX-4000 & X-ARM, 1-WAY 5" MTG	0	\$1,056.76	\$0.00
6	NYK:250165-T09225	KEEPER, GATE ARM, GENERAL SIGN	1	\$1,955.98	\$1,955.98
7	NYK:070755-2528BX	COUNTERWEIGHT PACKAGE, 23'-32'	1	\$1,460.23	\$1,460.23
8	NYK:250938-T11152	GATE ARM, 16'-32' ALUM/FIBER,	1	\$674.27	\$674.27
9	NYK:074039-24X-CP1	KIT, S-60 CP WIRING HARN. A	1	\$577.42	\$577.42
10	NYK:023408-1X	NUT, INSULATED	4	\$8.70	\$34.80
11	NYK:259371-T10128	BRACKET, HIGH WIND, NEG 191036	1	\$81.15	\$81.15
12	NYK:035200-17DXD	SIGN "RAILROAD CROSSING", DOU	1	\$330.33	\$330.33
13	NYK:035207-2DX	SIGN, "2 TRACK", DIAMOND GRADE	0	\$129.18	\$0.00
14	NYK:023274-X65	BAG, HDW TEST LINK KIT GATE	1	\$85.83	\$85.83
15	NYK:041442-26X	5" (13 cm) Mast 36" (91 cm) Offset 1 Way Version	0	\$732.62	\$0.00
16	NYK:253165-T10906	BELL, ELECTRONIC, 4"-5" BASE,	1	\$256.58	\$256.58
17	NYK:097769-T02961	TERMINAL, #12-10, 1/4" BINDING	25	\$0.31	\$7.65
18	NYK:071367-4X	HARDWRE PKG, SIGN 5" MTG	1	\$81.12	\$81.12
19	NYK:035005-2X	U-BOLT ASSY. 5" W/HDWR	1	\$18.74	\$18.74
20	NYK:T17191	BRACKET, SIGN 4" OR 5" MAST	1	\$10.38	\$10.38
21	NYK:036117-5304	SIGN, CANADIAN PACIFIC ENS,	1	\$30.90	\$30.90
22				<b>SUBTOTAL</b>	<b>\$12,092.32</b>
1		SUBTOTAL HOUSE, GROUND, FLASHER/GATE MATERIAL:	1	\$121,505.89	\$121,505.89
2		TAXES:	1	6.88%	\$8,359.61
<b>LINE</b>	<b>NYK:036117-5304</b>	<b>MATERIAL CONTAINERIZATION SUMMARY</b>		<b>SUBTOTAL</b>	<b>TOTAL</b>
1	MATERIAL	MATERIAL:	1	\$129,865.50	\$129,865.50
2	ENGINEERING	ENGINEERING SERVICES:	1	\$848.40	\$848.40
3	ENGINEERING	SHOP LABOR:	1	\$11,488.10	\$11,488.10
4	ENGINEERING	ENGINEERING OPERATIONAL TESTING:	1	\$3,322.37	\$3,322.37
5	ENGINEERING	HOUSE DESIGN CHANGES:	0	\$0.00	\$0.00
6	CONTAINER	GATE CART RENTAL:	2	\$52.50	\$105.00
7	CONTAINER	CONTAINER USAGE:	1	\$372.75	\$372.75
8	FREIGHT	CONTAINERS/FLATBED - FREIGHT:	400	\$8.51	\$3,402.00
9	DEMURRAGE	DEMURRAGE:	1	\$1,386.00	\$1,386.00
10				<b>TOTAL</b>	<b>150,790.12</b>
<b>LINE</b>	<b>PART NUMBER</b>	<b>TRACK MATERIALS SUMMARY</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	TRACK MATERIAL	INSULATED JOINTS, 115 LB PER FIELD REQUEST	2	892.50	\$1,785.00
2	TRACK MATERIAL	1045 WELDS, FIELD, FOR INSULATED JOINT	2	71.40	\$142.80
3	TRACK MATERIAL	PLATE, INSULATED GAUGE PLATE	0	1,606.50	\$0.00
4	TRACK MATERIAL	ROD, #1 INSULATED THROW	0	994.50	\$0.00



5	TRACK MATERIAL	ROD, #2 INSULATED	0	892.50	\$0.00
6				<b>TOTAL</b>	<b>\$1,927.80</b>
		<b>MATERIAL SUMMARY TOTAL</b>		<b>GRAND TOTAL</b>	<b>131,793.30</b>
<b>LINE</b>	<b>DESCRIPTION</b>	<b>CANADIAN PACIFIC RAILWAY LABOR</b>	<b>QTY.</b>	<b>RATE</b>	<b>TOTAL</b>
1	CPR LABOR	Signal Gang, Foreman	80	35.34	\$2,827.44
2	CPR LABOR	Signal Gang, Foreman, Overtime	0	53.01	\$0.00
3	CPR LABOR	Signal Gang, Lead Signalman	80	34.01	\$2,720.76
4	CPR LABOR	Signal Gang, Lead Signalman, Overtime	0	47.12	\$0.00
5	CPR LABOR	Signal Gang, Signalman	80	33.34	\$2,667.00
6	CPR LABOR	Signal Gang, Signalman, Overtime	0	46.19	\$0.00
7	CPR LABOR	Signal Gang, Assistant Signalman	160	30.54	\$4,887.12
8	CPR LABOR	Signal Gang, Assistant Signalman, Overtime	0	42.24	\$0.00
7	CPR LABOR	Signal Maintainer	10	35.20	\$351.96
8	CPR LABOR	Signal Maintainer, Overtime	0	42.24	\$0.00
9	CPR LABOR	Project Manager	20	40.94	\$818.79
10	CPR LABOR	Testing & Commisioning Technician I	20	36.41	\$728.28
11	CPR LABOR	Testing & Commisioning Technician II	20	36.41	\$728.28
12	CPR LABOR	Track Gang, Foreman	0	34.93	\$0.00
13	CPR LABOR	Track Gang, Laborers	0	25.43	\$0.00
14	CPR LABOR	Track Welders	0	33.81	\$0.00
15	CPR LABOR	Signal Supervisor	50	51.08	\$2,554.13
16	CPR LABOR	Accounting/Billing Clerk	20	35.34	\$706.86
17		<b>SUBTOTAL CPR DIRECT LABOR:</b>		<b>SUBTOTAL</b>	<b>\$18,990.62</b>
18					

LINE	DESCRIPTION	RAIL SIGNAL SYSTEM LABOR	QTY.	RATE	TOTAL
1	RSS LABOR - E7	Senior Engineer/PM(20)	15	189.28	\$2,839.20
2	RSS LABOR - E6	Senior Signal Engineer/PM(15)	39	157.95	\$6,160.05
3	RSS LABOR - E5	Senior Signal Engineer/PM (10)	31	142.16	\$4,406.96
4	RSS LABOR - E4	Intermdediate Engineer/PM	40	120.03	\$4,801.20
5	RSS LABOR - E3	Intetermediate Engineer	16	105.83	\$1,693.28
7	RSS LABOR - T7	Sr.Tech/Signal Designer	31	104.64	\$3,243.84
6	RSS LABOR - T6	Sr. Tech/Signal Circuit Checker	25	99.50	\$2,487.50
8	RSS LABOR - A2	Sr. Admin/Comptroller	22	107.86	\$2,372.92
9	RSS LABOR - A1	Jr. Admin/Accounting/Bill Clerk	15	51.13	\$766.95
10	RSS	Engineering Review, PE Fee	0	2,500.00	\$0.00
11	RSS	Miscellaneous/Sundries		-	\$0.00
12		<b>SUBTOTAL RSS:</b>		<b>SUBTOTAL</b>	<b>\$28,771.90</b>
13					
LINE	DESCRIPTION	CANADIAN PACIFIC RAILWAY TRAVEL	QTY.	RATE	TOTAL
1	CPR TRAVEL	Employee Airfare	0	-	\$0.00
2	CPR TRAVEL	Employee Meals (Per Diem)	52	57.75	\$3,003.00
3	CPR TRAVEL	Employee Travel & Lodging (Per Diem)	52	131.25	\$6,825.00
4		<b>SUBTOTAL CPR TRAVEL:</b>		<b>SUBTOTAL</b>	<b>\$9,828.00</b>
LINE	DESCRIPTION	CANADIAN PACIFIC RAILWAY EQUIPMENT	QTY.	RATE	TOTAL
1	CPR EQUIPMENT	Truck, Pickup, 1 Ton, Crew Cab			
2	CPR EQUIPMENT	Hourly	70	13.39	\$937.13
3	CPR EQUIPMENT	Daily	0	133.88	\$0.00
4	CPR EQUIPMENT	Weekly	0	535.50	\$0.00
5					
6	CPR EQUIPMENT	Truck, Pickup, with Hyrail			
7	CPR EQUIPMENT	Hourly	80	19.93	\$1,594.32
8	CPR EQUIPMENT	Daily	0	199.29	\$0.00
9	CPR EQUIPMENT	Weekly	0	797.16	\$0.00
10					
11	CPR EQUIPMENT	Truck, Diesel, Boom, Telescoping			
12	CPR EQUIPMENT	Hourly	80	117.38	\$9,390.36
13	CPR EQUIPMENT	Daily	0	939.04	\$0.00
14	CPR EQUIPMENT	Weekly	0	4,695.18	\$0.00
15					
16	CPR EQUIPMENT	Backhoe, 4WD, 70 HP			
17	CPR EQUIPMENT	Hourly	80	39.85	\$3,187.80
18	CPR EQUIPMENT	Daily	0	398.48	\$0.00
19	CPR EQUIPMENT	Weekly	0	1,593.90	\$0.00
20					
21	CPR EQUIPMENT	Trailer, Utility, Non-Tilt, 4 Tire			
22	CPR EQUIPMENT	Hourly	80	6.55	\$524.16
23	CPR EQUIPMENT	Daily	0	65.52	\$0.00
24	CPR EQUIPMENT	Weekly	0	262.08	\$0.00
25					
26	CPR EQUIPMENT	Generator, 2400 Watt, 5 HP			
27	CPR EQUIPMENT	Hourly	80	3.89	\$310.80
28	CPR EQUIPMENT	Daily	0	38.85	\$0.00

29	CPR EQUIPMENT	Weekly	0	155.40	\$0.00
30					
31	CPR EQUIPMENT	Grinder, Rail, Portable, On-Track			
32	CPR EQUIPMENT	Hourly	80	6.64	\$530.88
33	CPR EQUIPMENT	Daily	0	66.36	\$0.00
34	CPR EQUIPMENT	Weekly	0	265.44	\$0.00
35					
36	CPR EQUIPMENT	Section Truck, with Hoist and Crane			
37	CPR EQUIPMENT	Hourly	0	76.65	\$0.00
38	CPR EQUIPMENT	Daily	0	766.50	\$0.00
39	CPR EQUIPMENT	Weekly	0	3,066.00	\$0.00
40		<b>SUBTOTAL CPR EQUIPMENT:</b>	0	<b>SUBTOTAL</b>	<b>\$16,475.45</b>
<b>LINE</b>	<b>DESCRIPTION</b>	<b>OUTSIDE SERVICES EXPENSES</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	BORING	Boring - Underground	200	45.00	\$9,000.00
2	ROCK	Rock, SB2, Fill Dirt	1	1,500.00	\$1,500.00
3	ELECTRICAL	AC Meter Service	1	5,500.00	\$5,500.00
4	CONTAINERIZATION	Lines 2, 3, 4, 5, 6, 7, 8, 9	1	20,924.62	\$20,924.62
5	CPR TRAVEL	Line 4	1	9,828.00	\$9,828.00
6	CPR EQUIPMENT	Line 40	1	16,475.45	\$16,475.45
7	CONTRACTOR	Software - Alstom	0	0.00	\$0.00
8		<b>SUBTOTAL OF OUTSIDE SERVICES:</b>		<b>SUBTOTAL</b>	<b>\$63,228.07</b>

LINE	100% FUNDING	SUMMARY OF PROJECT TOTAL ESTIMATE	QTY.	SUBTOTAL	TOTAL FUNDING
1		SUBTOTAL MATERIAL:	1	\$131,793.30	\$131,793.30
2		SUBTOTAL RSS:	1	\$28,771.90	\$28,771.90
3		RSS PROFIT:	1	12.00%	\$3,452.63
4		SUBTOTAL CPR DIRECT LABOR:	1	\$18,990.62	18,990.62
5		CPR DIRECT LABOR ADDITIVES RATE:	1	88.08%	\$16,726.93
6		CPR GENERAL LIABILITY INSURANCE RATE:	1	14.90%	\$2,829.60
7		SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:	1	\$63,228.07	\$63,228.07
8		PROJECT TOTAL:		TOTAL	\$265,793.04

LINE	90%	FUNDING SUMMARY OF PROJECT TOTAL ESTIMATE	QTY.	SUBTOTAL	TOTAL FUNDING
1		SUBTOTAL MATERIAL:	1	\$118,613.97	\$118,613.97
3		SUBTOTAL RSS:	1	\$25,894.71	\$25,894.71
4		RSS PROFIT:	1	12.00%	\$3,107.37
5		SUBTOTAL CPR DIRECT LABOR:	1	\$17,091.55	\$17,091.55
6		CPR DIRECT LABOR ADDITIVES RATE:	1	88.08%	\$15,054.24
7		CPR GENERAL LIABILITY INSURANCE RATE:	1	14.90%	\$2,546.64
8		SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:	1	\$56,905.26	\$56,905.26
9		PROJECT TOTAL:		TOTAL	\$239,213.74

LINE	10%	FUNDING SUMMARY OF PROJECT TOTAL ESTIMATE	QTY.	SUBTOTAL	TOTAL FUNDING
1		SUBTOTAL MATERIAL:	1	\$13,179.33	\$13,179.33
3		SUBTOTAL RSS:	1	\$2,877.19	\$2,877.19
4		RSS PROFIT:	1	12.00%	\$345.26
5		SUBTOTAL CPR DIRECT LABOR:	1	\$1,899.06	\$1,899.06
6		CPR DIRECT LABOR ADDITIVES RATE:	1	88.08%	\$1,672.69
7		CPR GENERAL LIABILITY INSURANCE RATE:	1	14.90%	\$282.96
8		SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:	1	\$6,322.81	\$6,322.81
9		PROJECT TOTAL:		TOTAL	\$26,579.30



**EXHIBIT B**

**ILLINOIS DEPARTMENT OF TRANSPORTATION  
BUY AMERICA**

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**CERTIFICATE OF COMPLIANCE**

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Agreement No.        N/A  
Job No.                C-92-002-21

WE, \_\_\_\_\_  
          (UTILITY/RAILROAD OWNER)

Address: \_\_\_\_\_

Hereby certify that we are in compliance with the "Buy America" requirements of this project.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance. These file will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by \_\_\_\_\_ Title \_\_\_\_\_  
Printed Name \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**EXHIBIT C**  
**TIN CERTIFICATION**

The COMPANY certifies that:

1. The number shown on this form is the COMPANY's correct taxpayer identification number (or the COMPANY is waiting for a number to be issued to them), and
2. The COMPANY is not subject to backup withholding because: (a) the COMPANY is exempt from backup withholding, or (b) the COMPANY has not been notified by the Internal Revenue Service (IRS) that the COMPANY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the COMPANY, that the COMPANY is no longer subject to back-up withholding, and
3. The COMPANY's person with signatory authority for this Agreement is a U. S. person (including a U.S. resident alien).

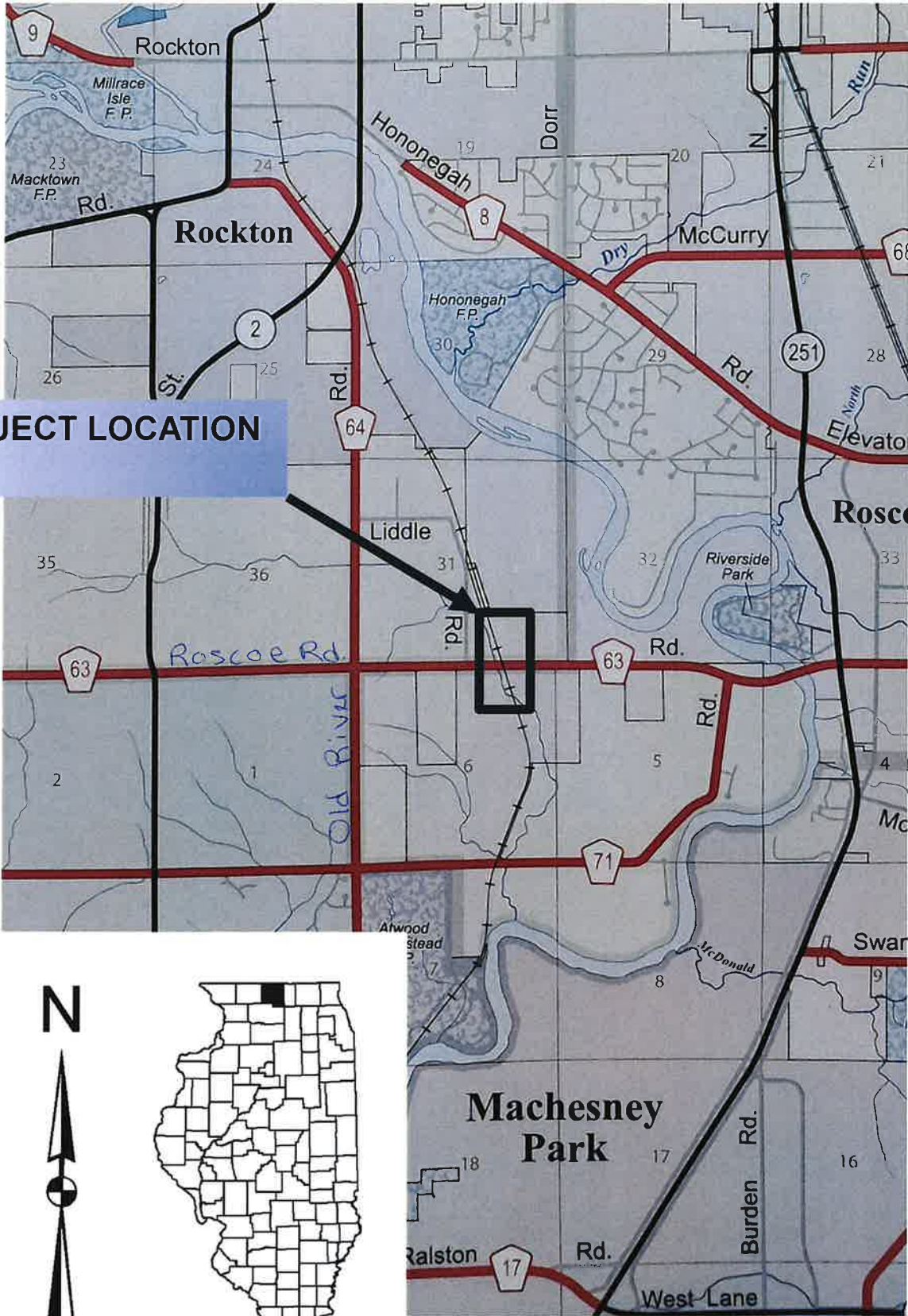
**46-0392184**

**Taxpayer Identification Number:** \_\_\_\_\_

**Legal Status**

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Government  |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident Alien   |
| <input type="checkbox"/> Partnership/Legal Corporation  | <input type="checkbox"/> Estate or Trust   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy ( Non Corp.)   |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery                                   |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company ( select applicable tax classification) |
| <input checked="" type="checkbox"/> Other <u>    C Corporation    </u>                            | <input type="checkbox"/> D= Disregarded entity   |
|   | <input type="checkbox"/> C= Corporation  |
|   | <input type="checkbox"/> P= Partnership  |

# Location Map







# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 18, 2024

**Resolution Title:** Resolution for Award of Bid of the Second 2024 County General Letting

**County Code:** PWC Resolution #24-028

**Board Meeting Date:** Thursday, June 27, 2024

## Budget Information:

<b>Was item budgeted?</b> yes <b>Appropriation Amount:</b> \$ 1,450,000 (for all materials including the first General Letting in March, 2024)
<b>If not, explain funding source:</b>
<b>ORG/OBJ/Project Code</b> 464-(42280-42289) <b>Budget Impact:</b> \$ 41,424.4

**Background Information:** The County Board approved in March 2024 an award of bid for the 2024 Material letting. However, we did not receive bids for some of the required items. The Highway Department decided to request bids a second time for those items included in this award.

## Recommendation:

Staff recommends approval

## Contract/Agreement:

After approval by County Board.

## Legal Review:

By the State Attorney's office.

## Follow-Up:

Respectfully submitted,  
PUBLIC WORKS COMMITTEE

AGREE


DISAGREE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

Winnebago County Highway 2024 Second General Letting				N-TRACK GROUP, LLC  1523 Windsor Rd Loves Park, IL 61111  (815) 282-3000  Proposal Gurrantee \$1000		Wagner Aggregate  2590 Wagner Ct Dekalb IL 60115  Proposal Gurrantee \$1000		MD SOLUTIONS  225 Estates Pkwy Plain City OH 63064  Proposal Gurrantee \$1000	
Group	Item	2024 Est. Qty	U of M	Unit Price	Total	Unit Price	Total	Unit Price	Total
L	Ice Control AGG. 1/4" (CA-16) LS CHIPS	4,000	TON	\$ 9.00	\$ 36,000.00	\$ 8.00	\$ 32,000.00		
	<b>TOTAL GROUP "L"</b>				\$ 36,000.00		\$ 32,000.00		
N	Type 2 Barricades	10	EACH					\$ 125.00	\$ 1,250.00
N	Type 3 BarricadeS	10	EACH					\$ 495.00	\$ 4,950.00
N	Barrel only (no base) with 4" collar	5	EACH					\$ 95.00	\$ 475.00
N	Recycled rubber tire ring for traffic barrels	10	EACH					\$ 15.00	\$ 150.00
N	28"-Orange Glo Cones w/6" & 4"Collar	15	EACH					\$ 32.00	\$ 480.00
N	18" Safe-Hit Soil Anchor	10	EACH					\$ 55.00	\$ 550.00
N	48" Safe-Hit (yellow post)	10	EACH					\$ 65.00	\$ 650.00
	<b>TOTAL GROUP "N"</b>								\$ 8,505.00
O	LED Solar Flashing Warning (Red)	12	EACH					\$ 150.00	\$ 1,800.00
O	LED Solar Flashing Warning (Yellow)	12	EACH					\$ 150.00	\$ 1,800.00
	<b>TOTAL GROUP "O"</b>								\$ 3,600.00
P	Post, Channel, GR Full Punch	50	EACH					\$ 40.00	\$ 2,000.00
P	812F Cross Piece	10	EACH					\$ 8.00	\$ 80.00
P	812F Square Cap	10	EACH					\$ 8.00	\$ 80.00
P	Post Anchor w/ Groundhog Angled End 2-1/4"x2-1/4"x3	10	EACH					\$ 29.00	\$ 290.00
P	3"x48" Post Reflector-Red-HIP	20	EACH					\$ 15.00	\$ 300.00
P	3"x48" Post Reflector-Yellow-HIP	20	EACH					\$ 15.00	\$ 300.00
P	3" Post Refl, Plastic White	100	EACH					\$ 1.75	\$ 175.00
	<b>TOTAL GROUP "P"</b>								\$ 3,225.00
Q	9" X 24" Blanks	5	EACH					\$ 8.25	\$ 41.25
Q	9" X 36"-Blanks	5	EACH					\$ 12.38	\$ 61.90
Q	18" X 18" Blanks	3	EACH					\$ 12.38	\$ 37.14
Q	24" X 36" Blanks	10	EACH					\$ 33.00	\$ 330.00
Q	30" X 30" Blanks	5	EACH					\$ 34.38	\$ 171.90
Q	36" X 36" Blanks	5	EACH					\$ 49.50	\$ 247.50
Q	36"x48"x48" No Passing Zone Sign -Pennant	10	EACH					\$ 65.00	\$ 650.00
Q	18" Stop Signs	5	EACH					\$ 22.50	\$ 112.50
Q	30" Stop Signs	10	EACH					\$ 55.00	\$ 550.00
	<b>TOTAL GROUP "Q"</b>								\$ 2,202.19
S	6"x100yds-Transfer Tape	1	EACH					\$ 95.00	\$ 95.00
S	9"x100yds-Transfer Tape	1	EACH					\$ 145.00	\$ 145.00
S	12"x100yds-Transfer Tape	1	EACH					\$ 180.00	\$ 180.00
S	36"x100yds Transfer Tape	1	EACH					\$ 580.00	\$ 580.00
S	30"X50YD Sheeting HIP White	1	EACH					\$ 702.00	\$ 702.00
S	36"X50YD Sheeting HIP Orange	1	EACH					\$ 842.40	\$ 842.40
S	36"x50 YD EC Film-Black	2	EACH					\$ 720.00	\$ 1,440.00
S	36"x50 YD EC Film-Green	1	EACH					\$ 720.00	\$ 720.00
S	36"X50YD EC Film-RED	1	EACH					\$ 720.00	\$ 720.00
	<b>TOTAL GROUP "S"</b>								\$ 5,424.40

GROUP "L" is awarded to all bidders based on length of haul.



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, June 18, 2024

**Resolution Title:** Resolution Authorizing the Award of Bid for Perryville Path Resurfacing from Harlem Road to Hart Road

**County Code:** PWC Resolution #24-029

**Board Meeting Date:** Thursday, June 27, 2024

**Budget Information:**

<b>Was item budgeted?</b>	<b>yes</b>	<b>Appropriation Amount:</b> \$ 100,000
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	461-46330	<b>Budget Impact:</b> \$ 92,346.60

**Background Information:**

This one-mile section of the Perryville Path is approximately 22 years old and it's in need of maintenance. As part of this project, we are also doing a small section of the path from IL 173 to Hart Road. This project will provide an asphalt overlay.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After approval by County Board

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**24-CR-XXX**

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

**RESOLUTION AUTHORIZING THE AWARD OF BID FOR  
PERRYVILLE PATH RESURFACING FROM HARLEM ROAD TO HART ROAD  
(SECTION 24-00728-00-BT)**

**WHEREAS**, the County of Winnebago has planned to resurface Perryville Path from Harlem Road north to Hart Rd and from IL Rt 173 north to Anjali Way; and

**WHEREAS**, in connection with said project, three bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on June 13, 2024 for Section 24-00728-00-BT with the low bid being from Curran Contracting Company and Royer Asphalt Paving in the amount of \$92,346.60; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder Curran Contracting Company and Royer Asphalt Paving in the amount of \$92,346.60

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on June 13, 2024 for Section 24-00728-00-BT from Curran Contracting Company and Royer Asphalt Paving in the amount of \$92,346.60 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 and Royer Asphalt Paving for the above noted work; and

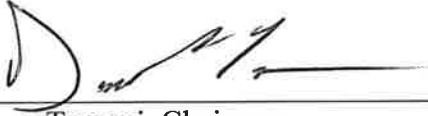
**BE IT FURTHER RESOLVED** that the Resolution shall be in full force and effect immediately upon its adoption; and

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

Respectfully submitted  
**PUBLIC WORKS COMMITTEE**

AGREE


DISAGREE



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

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

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



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

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



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

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

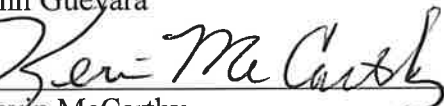


\_\_\_\_\_  
Jim Webster

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

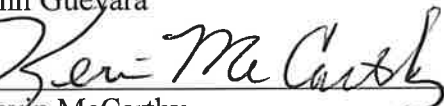
\_\_\_\_\_  
John Penney

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



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

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



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

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

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

ATTEST:

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





**PATH  
RESURFACE  
PROJECT  
ENDS**

**PATH  
RESURFACE  
PROJECT  
STARTS**

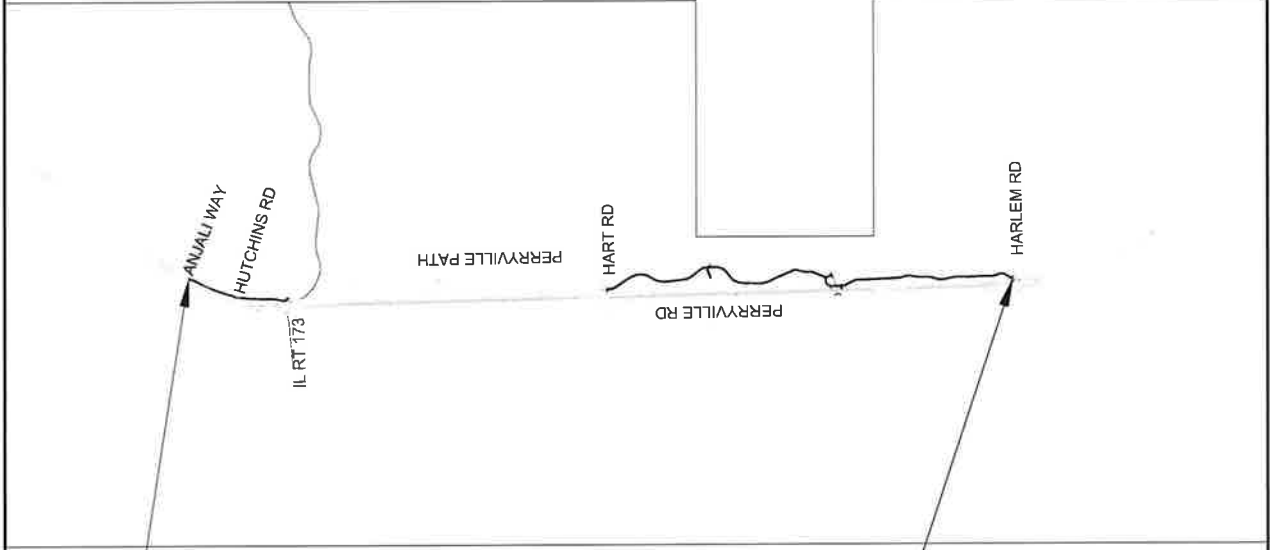
ANALI WAY  
HUTCHINS RD  
IL RT 173

PERRYVILLE PATH

HART RD

PERRYVILLE RD

HARLEM RD





**Public Safety &  
Judiciary  
Committee**



# Resolution Executive Summary

**Prepared By:** Rick Ciganek  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** June 12, 2024  
**Board Meeting Date:** June 27, 2024  
**Resolution Title:** Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the Rockton Fire Protection District for Fire and EMS Dispatch Services

**Budget Information:**

<b>Was item budgeted?</b> N/A	<b>Appropriation Amount:</b>
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> N/A	<b>Descriptor:</b> County 911 Center for Professional Services

**Background Information:** The Sheriff’s Office and the Rockton Fire Protection District are entering into an agreement in which the County 911 center would provide Fire Dispatch Services for the Rockton Fire Protection District. Transitioning to the state-of-the-art County 911 center, will mark a significant step towards enhancing emergency response times, prioritizing firefighter safety, and improving public safety in our community.

**Recommendation:** Approve the agreement. The Rockton Fire Protection District will pay the county \$15 dollars per fire dispatch, generating approximately \$49,500.00 per year in revenue.

**Contract/Agreement:** Attached

**Legal Review:** The State’s Attorney’s Office has reviewed the agreement.

**Follow-Up:** n/a

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

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

2024 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO  
EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ROCKTON FIRE  
PROTECTION DISTRICT FOR FIRE AND EMS DISPATCH SERVICES**

---

**WHEREAS**, Section VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to cooperate in the provision of services; and

**WHEREAS**, the County of Winnebago (“County”) operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (“PSAP”), for call taking and dispatching of 9-1-1 calls; and

**WHEREAS**, the Rockton Fire Protection District (“Rockton Fire”) provides emergency fire and medical services; and

**WHEREAS**, Rockton Fire and the County have determined it would be in their best interests for Rockton Fire to utilize the County PSAP for the dispatch of emergency calls for fire and EMS services within Rockton Fire, pursuant to the terms of the Intergovernmental Agreement attached hereto as Exhibit A; and

**WHEREAS**, the Public Safety Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Intergovernmental Agreement with Rockton Fire, attached hereto as Exhibit A, and recommends contracting with Rockton Fire under the terms set forth in the Intergovernmental 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 Agreement with the Rockton Fire Protection District, in substantially the same form as contained in Exhibit A.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Auditor, Winnebago County Finance Director, and the Winnebago County Sheriff.

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

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIR

\_\_\_\_\_  
BRAD LINDMARK, CHAIR

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

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

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

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

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ANGIE GORAL

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**JOSEPH V. CHIARELLI**  
CHAIR OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

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

**INTERGOVERNMENTAL AGREEMENT REGARDING  
EMERGENCY COMMUNICATIONS FOR FIRE AND EMS CALL DISPATCHING**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the County of Winnebago, Illinois, a body politic and corporate, on behalf of the Winnebago County Sheriff’s Office (“County”) and the Rockton Fire Protection District, a unit of local government (“Rockton Fire”). The County and Rockton Fire are also collectively referred to as the “Parties” or individually as a “Party.”

**WITNESSTH**

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, as amended, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

**WHEREAS**, the County and Rockton Fire are public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the County operates the Winnebago County 911 Communications Center, a Public Safety Answering Point (PSAP), for call taking and dispatching of 9-1-1 calls; and

**WHEREAS**, Rockton Fire provides emergency fire and medical services; and

**WHEREAS**, it has been determined by the corporate authorities of Rockton Fire and the County that it would be in the best interest of public safety to utilize the service of the PSAP for the dispatch of emergency calls for fire and EMS services for the Rockton Fire on the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the above recitals which are hereby incorporated into this Agreement, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, the Parties agree to the following:

1. Agreement to Provide Services

- a. Dispatching. To the extent PSAP, as the designated primary Public Safety Answering Point for Winnebago County, receives 9-1-1 telephone calls for areas serviced by the Rockton Fire Protection District, PSAP shall answer those calls and provide dispatch services twenty-four (24) hours a day each day of the year. Such

services shall include, but not be limited to those set forth on Exhibit A attached hereto and incorporated herein. All such telephone calls shall be recorded on a written and/or a computer log, and PSAP shall promptly transmit the information received in the call to Rockton Fire on the frequency designated on Exhibit B herein.

- b. Communications Coordination. The PSAP shall act as a communication center for the purpose of monitoring and logging all radio communications generated by Rockton Fire 's response to dispatches initiated by the PSAP.
  - c. Dispatch Documentation. Each dispatch call shall be numbered for ease of reference.
2. Ownership and Responsibility for Equipment
  - a. Receivers and Repeating Site Equipment. County shall be responsible for providing, through the use of funds available through the Emergency Telephone System Board, all necessary pagers, radios, cabling, repeaters, transmitters, Computer-Aided-Dispatch (CAD) software, 911 printers, receivers, phone lines, PSAP dispatching radio configuration cost and any installation cost at the County and/or Rockton Fire as necessary to complete the dispatching process.
  - b. Personnel. The County shall provide at its own expense two dedicated fire dispatchers to fulfill its dispatch obligations pursuant to Illinois Statute, the Illinois Administrative Code, all as amended from time-to-time, and under this Agreement.
3. Radio Frequency. Radio frequencies are designated on Exhibit B. If any of the Radio Frequencies are not currently licensed by the County, Rockton Fire hereby represents and warrants to the County that it holds all necessary licenses, permits, and approvals to use those frequencies in a manner in which it be used pursuant to this Agreement. Rockton Fire hereby grants permission to the County to transmit on the frequencies listed on Exhibit B by either base unit, portable unit, or both, for the purpose of communicating with Rockton Fire for purposes of this Agreement and shall provide the County with a letter on Rockton Fire Protection District letterhead to that effect. Copies of all FCC licenses will be forwarded to the County.
4. Responsibilities. Licenses and Permits. Each Party shall perform all services required by this Agreement in accordance with all applicable statutes, regulations, ordinances, and professional standards and shall, at its own expense, obtain and maintain any licenses, permits, or other approvals necessary for it to provide the services contemplated by this Agreement.

5. Compliance with Rockton Fire Policies and Procedures. County shall comply with all Rockton Fire 's written policies and procedures relating to the services provided herein. Rockton Fire shall provide to County its Policy and Procedures/response criteria (SOG manual).
  
6. Events beyond the Control of County. The County shall not be responsible for providing services pursuant to this Agreement and shall not be liable for its failure to provide such services when prevented from doing so by events or actions beyond its control, including, but not limited to, weather, fire, floods, labor unrest, failure of equipment which is not within its control (including telephone lines), and actions by individuals who are not County employees or agents. If and when the County becomes aware of any such possibility or event which prevents it from providing services, it shall undertake all reasonable efforts immediately to notify Rockton Fire of the facts and to remedy the problem and/or circumstances which prevent delivery of dispatch services, including but not limited to the transfer of 9-1-1 functions to a back-up Public Safety Answering Point.
  
7. Rates and Billing
  - a. Rockton Fire will pay the County the sum of \$15.00 per dispatched call. Nothing in this Agreement is to be construed as Rockton Fire acknowledging any obligation to pay any fee for dispatch outside of the undertaking set forth herein. Notwithstanding anything to the contrary in this Agreement, the payment obligation set forth herein shall not be deemed as an acknowledgment or assumption by Rockton Fire of any obligation or responsibility of it to provide or contribute to the costs associated with dispatching of emergency calls for fire and EMS services for Rockton Fire, nor is this Agreement an acknowledgment or assumption by the County of its obligation or responsibility to perform dispatching of emergency calls for fire and EMS services for Rockton Fire without such contribution. During the terms of this Agreement, the cost per dispatched call will not increase by an amount greater than the six percent (6%).
  
  - b. The County shall send bills monthly to Rockton Fire at the following address:

Rockton Fire Protection District  
201 N. Blackhawk  
P.O. Box 349  
Rockton, IL 61072  
Attn: Chief of Department
  
  - c. Rockton Fire shall pay the County all amounts due pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* All payments shall be made to:

County of Winnebago  
404 Elm Street  
Rockford, IL 61101  
Attn: Finance Department

8. Term and Termination.

- a. Term. The term of this Agreement shall be for one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either party notifies the other at least thirty (30) days prior to the end of the initial term or any renewal term of its intent not to renew.
- b. Termination. This Agreement may be terminated as follows:
  - i. Either party may terminate this Agreement without cause upon one hundred twenty (120) days' prior written notice to the other party;
  - ii. Upon the breach of any provision of this Agreement provided that the breaching party shall have ten (10) calendar days after delivery of written notice of the breach from the non-breaching party to cure the breach;
  - iii. Immediately upon loss of any license, permit, or other approval required for the services which are the subject of this Agreement. The parties shall have a duty to notify each other immediately upon such loss although termination hereunder shall not be dependent upon delivery of such notice; or
  - iv. Upon either party's substantial failure to comply with all statutes, regulations, ordinances, and professional standards in its performance of services required pursuant to this Agreement, where either party fails to cure such failure within ten (10) calendar days after receiving written notice of the failure from the other party.

9. Compliance with Law. The parties hereto shall comply with all applicable state and federal laws, rules, and regulations.

10. Miscellaneous.

- a. Amendment. The terms and provisions of this Agreement may only be modified or amended by mutual consent of the parties to this Agreement via a written document executed by duly authorized representatives of the County and Rockton Fire Protection District.



b. Governing Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

c. Notices. Notices permitted or required under the Agreement shall be mailed by certified mail postage prepaid, and addressed as follows.

If to County:               Winnebago County Sheriff's Office  
650 W. State Street  
Rockford, IL 61102  
Attn: Sheriff

Copy to:                     Winnebago County State's Attorney's Office  
400 W. State Street, Suite 804  
Rockford, IL 61101  
Attn: Chief of Civil Bureau

If to Rockton Fire:       Rockton Fire Protection District  
201 N Blackhawk  
P.O. Box 349  
Rockton, IL 61072  
Attn: Chief of Department

Copy to:                     Rockton Fire Protection District Attorney  
Attorney John Kelly  
1804 N. Naper Blvd #350  
Naperville, IL 60563

d. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of the Agreement.

e. Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties hereto.

f. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not invalidate any other provisions thereof and this Agreement shall be construed as if such portion had never been contained herein.

g. Counterparts. This Agreement may be executed in several counterparts, including electronic and facsimile form, each of which so executed shall constitute one and the same instrument.

- h. 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.
- i. The Parties each warrant to the others 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 Parties 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.
- j. Assignment. This Agreement may not be assigned by either party without prior written consent of the other.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**COUNTY OF WINNEBAGO, ILLINOIS**  
a body politic and corporate

\_\_\_\_\_  
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: \_\_\_\_\_

**ROCKTON FIRE PROTECTION DISTRICT,**  
a unit of local government

\_\_\_\_\_  
Kirk Wilson  
Fire Chief

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

ATTEST:

\_\_\_\_\_  
Mark Steward  
Board President

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

## **EXHIBIT A**

### **LIST OF SERVICES AND EQUIPMENT TO BE PROVIDED BY COUNTY**

- A. Tracking and Documentation of current calls on current CAD System.
- B. Recording Equipment.
- C. Emergency Fire/Medical Dispatching.
- D. Standard monthly report forwarded to Rockton Fire Protection District Fire Chief each month. Report will include calls, call numbers, units that responded, location of call, caller, type of call, call completion, and where ambulance took patient if transport occurred.
- E. Installation/maintenance of appropriate telephone lines/internet/cabling needed for primary and backup emergency dispatching.
- F. Cost of Avtec Radio Communication equipment, installation, and radio/computer and CAD programming by the provider selected by the County.
- G. Education in-services on policy and procedures and response criteria.
- H. Any additional radios, transmitters, receivers, power supplies needed, if additional equipment is installed at the County.

**EXHIBIT B**

**RADIO FREQUENCY FOR DISPATCHERS PROVIDED BY ROCKTON FIRE PROTECTION DISTRICT**

1. Repeater Transmit Frequency      153.7475 PL D315
2. Repeater Receive Frequency      154.8525 PL D315.
3. Fire Ground Frequency            154.205 (receive & transmit) PL D411

Still Alarm Tone

A tone 1473.1

B tone 1514.2

General Alarm Tones

A tone 1473.1

B tone 2334.6

Both parties understand and agree that the frequencies may change from the initial agreement term due to radio upgrades.



# Resolution Executive Summary

**Prepared By:** Rick Ciganek  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** June 12, 2024  
**Board Meeting Date:** June 27, 2024  
**Resolution Title:** Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the Village of Machesney Park for Police Services

**Budget Information:**

<b>Was item budgeted?</b>	N/A	<b>Appropriation Amount:</b>
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	N/A	<b>Descriptor:</b> Police Services

**Background Information:** The Winnebago County Sheriff's Office has been delivering police services to the Village of Machesney Park since the early 1980s. This new agreement will uphold the longstanding collaboration between the Sheriff's Office and village officials, ensuring the continued provision of excellent police services to the residents of Machesney Park.

**Recommendation:** Approve the agreement. Please see Schedule 3 in the agreement for costs that will be paid to Winnebago County for police services.

**Contract/Agreement:** Attached.

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

**Follow-Up:** n/a

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

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

2024 CR

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO  
EXECUTE AN AGREEMENT WITH THE VILLAGE OF MACHESNEY PARK FOR  
POLICE SERVICES**

---

**WHEREAS**, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipal corporations and other governmental entities to join together in intergovernmental agreements and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges, functions, or authority exercised, or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

**WHEREAS**, the Winnebago County Sheriff's Office ("WCSO") has been delivering police services to the Village of Machesney Park ("Village") since the early 1980s; and

**WHEREAS**, the County of Winnebago, Illinois ("County") wishes to enter into an amended Agreement with the Village to continue to provide police services to the Village by the WCSO; and

**WHEREAS**, the County and the Village have agreed to an amended Agreement outlining the respective obligations of the County and the Village for the provision of police services, a copy of the Agreement is substantially the same as that attached as Exhibit A to this Resolution; and

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the Agreement, attached hereto as Exhibit A, and recommends executing the Agreement under the terms set forth in 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 Agreement with the Village of Machesney Park, in substantially the same form as contained in Exhibit A.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver copies of this Resolution to the Winnebago County Auditor, Winnebago County Finance Director, and the Winnebago County Sheriff.

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

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIR

\_\_\_\_\_  
BRAD LINDMARK, CHAIR

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**JOSEPH V. CHIARELLI**  
CHAIR OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

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



**AMENDED POLICE SERVICES AGREEMENT BETWEEN THE  
COUNTY OF WINNEBAGO AND THE VILLAGE OF MACHESNEY  
PARK**

This **Amended Police Services Agreement** (“Agreement”) is made by and among the County of Winnebago, an Illinois body politic and corporate (“County”), the elected Sheriff of Winnebago County (“Sheriff”) and the Village of Machesney Park, an Illinois municipal corporation (“Village”). The County and the Village shall each be a “Party” to this Agreement and collectively referred to as “Parties”. It is acknowledged by the Parties that, although the elected Sheriff of Winnebago County is a signatory to this Agreement, he is not a governmental entity for the purposes of this Intergovernmental Agreement.

**WHEREAS**, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipal corporations and other governmental entities to join together in intergovernmental agreements and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges, functions, or authority exercised, or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

**WHEREAS**, the Village possesses the power and legal authority to provide law enforcement services within its jurisdictional boundaries; and

**WHEREAS**, the Village desires to amend the Agreement with the County to provide law enforcement services to the Village and its inhabitants; and

**WHEREAS**, the County agrees to render such law enforcement services through the Winnebago County Sheriff’s Office (“WCSO”) operated by the elected Winnebago County Sheriff; and

**WHEREAS**, the ongoing management of the relationship between the WCSO and the Village will generally be conducted by and through the offices of the Village Administrator and/or the Mayor; and

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, performances, and promises contained herein, the Parties agree as follows:

**1.0 SCOPE OF SERVICES.**

The County will provide to Village the Base Law Enforcement Services (“Base Services”) listed in Schedule 1, which is attached hereto and is incorporated herein by reference, in the same manner, and with the same equipment, as is customarily provided by the County in its primary

jurisdiction unless otherwise set forth herein. General law enforcement services performed hereunder may include, if requested by the Village, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff and if approved by the Sheriff.

## **2.0 ORGANIZATION.**

The County will provide the Base Services through the following organizational structure:

2.1 **Machesney Park Division.** The County shall supply Base Services pursuant to this Agreement so that the Assigned Personnel (as hereafter defined) providing those Base Services are easily identifiable as members of the WCSO's Machesney Park Division to be distinguished from law enforcement services provided by the County outside of the Village.

2.2 **Chief Policing Officer.** The County, through the elected Sheriff or his/her designee, and with advice and input of the Village which will be strongly considered and where possible followed, shall designate an employee, certified pursuant to the requirements of Section 2.4 below, to act as the Chief Policing Officer ("CPO") for the Village. The CPO will coordinate Base Services delivery, attend Village Board and other public meetings as agreed upon by the Village and the Sheriff, ensure that the service set forth herein are maintained, prepare budget requests for presentation to the Village, schedule Assigned Personnel (as hereafter defined) required under this Agreement, maintain integrity of records and evidence, and generally manage law enforcement activities on behalf of the Village. The CPO, whenever possible, should maintain office hours at the Village police station (Post 2). The CPO shall report directly to the Sheriff for all matters related to this Agreement.

2.3 **Village Oriented Focus.** The Village shall consult with the CPO on what law enforcement issues and priorities are of importance to the Village. and, to the extent that the Village's priorities communicated to the CPO are reasonable and do not run contrary to WCSO directives, the CPO will be empowered by the Sheriff to command the Machesney Park Division in such a manner as to provide Base Services while taking into consideration the directives suggested by the Village. The Village shall continue to provide input regarding both general and specific law enforcement issues and priorities throughout this Agreement, as they may change from time to time, and to make recommendation as to expectations for communication of law enforcement issues for the CPO or his designee. The Sheriff agrees to take into consideration the law enforcement recommendations of the Village. The CPO and all other Assigned Personnel providing services to the Village under this Agreement, in order to give official status to their actions, are authorized by the Village to provide such services.

2.4 **Patrol Shift Supervision.** The Sheriff will assign the number of WCSO supervisory personnel (“Supervisors”), as indicated in Schedule 2, which is attached hereto and is incorporated herein by reference. Each patrol shift shall have sufficient supervision in order to provide Base Services to the Village pursuant to this Agreement. The assigned Supervisors shall provide services as designated by and shall report directly to the CPO.

2.5 **Assigned Deputies.** The Sheriff shall assign the number of Sheriff’s deputies to the Village (“Assigned Deputies”), as indicated in **Schedule 2**, or as amended according to Section 6.3 of this Agreement. The Village and the WCSO shall timely set an annual meeting to review the roster of Assigned Deputies for the upcoming year. The Village shall be allowed to provide input on the roster. All Assigned Deputies shall be sworn members of the WCSO. The WCSO may assign personnel undergoing field training (Trainees) to Assigned Deputies working shifts in the Village who are WCSO training officers, but only when such training officers are present and on-duty. The Assigned Deputies shall provide Base Services to the Village as set forth in Schedule 1 at the direction and assignment of the CPO and Supervisors. The Assigned Deputies may not be permanently reassigned away from the Village by the WCSO unless and until the WCSO consults with the Village as to the need for said reassignment. To the extent possible, the Sheriff will consider and, where appropriate, give preference in assigning personnel to be a member(s) of the Assigned Deputies to officers who are residents of the Village.

2.6 **Work Location.** The Village, at no charge to the County, shall provide space (newly renovated and upgraded for 2024) for a substation to the WCSO at the Village Hall (also known as Post 2) located in Machesney Park, Illinois. County personnel identified in Sections 2.2, 2.4 and 2.5 (“Assigned Personnel”) above shall provide the Base Services exclusively within the Village limits, excepting requirements of investigative personnel to travel to locations outside of the Village in performance of investigative duties directly attributable to the Village. Assigned Personnel providing services under this Agreement may not be assigned to perform work or duties for the WCSO that do not pertain to the Village while they are on-duty in the Village, provided, however, the Sheriff may direct Assigned Personnel providing services under this Agreement to perform duties outside of the Village while they are on-duty in the Village should the Sheriff determine that there is a need to respond outside the Village in the usual and customary provision of mutual aid and backup to other law enforcement agencies or as is required pursuant to Section 14 of the Emergency Telephone System Act, 50 ILCS 750 *et seq.*

2.7 **Marking of Vehicles and Uniforms.** The vehicles and uniforms of the CPO, Supervisors and Assigned Deputies who are assigned full time to the Village under this Agreement shall display the Village as the primary agency. The WCSO badge shall be retained on the uniforms worn by Assigned Personnel providing services under this Agreement. Marked vehicles used by Assigned Personnel providing services under this

Agreement shall display a graphic, to be mutually agreed upon by the Sheriff and the Village, that indicates to the public that the marked vehicle is assigned to and is functioning as part of the Machesney Park Division of the WCSO. The Sheriff shall approve the design for an appropriate identification patch to be displayed on uniforms identifying the Assigned Personnel providing services under this Agreement as part of the Machesney Park Division of the WCSO. The Village shall supply, at its sole expense, any identification patches to be applied to the uniforms of Assigned Personnel providing services under this Agreement.

**2.8 Sheriff to Retain Control.** Consistent and in conformance with the provisions of this Agreement, the Sheriff shall retain control over all matters incidental to the performance of the police protection and law enforcement services provided to the Village herein, including, but not limited to, the Assigned Personnel assigned to provide services to the Village pursuant to this Agreement, the methods of rendering such services, the level of standards of performance, the discipline of any personnel, and the general control of all personnel assigned to provide services under this Agreement. At no time shall any officer, official or employee of the Village undertake to direct any of the Assigned Personnel as to matters incidental to the performance of police protection and law enforcement services.

**2.9 Village Employees.** All Village employees who perform work in conjunction with the County pursuant to this Agreement shall remain employees of the Village and shall not have any claim or right to employment, civil service protection, salary, or benefits of claims of any kind from the County based on this Agreement. The Village Administration shall retain control over Village employees, any request for support services from Village Staff must be approved by the Village Administrator.

**2.10 Authority to Enforce Laws and Regulations.** While performing Base Services under this Agreement, all Assigned Deputies shall be authorized to enforce all Village codes, regulations, and ordinances.

**2.11 No Liability to County for Payment of Sheriff's Department Wages.** The Village shall not be called upon to assume any liability for the direct payments of any salaries, wages, benefits or other forms of compensation, collectively bargained or otherwise, to any Assigned Personnel providing services under this Agreement other than the required payments to the County set forth on Schedule 3.

### **3.0 REPORTING.**

**3.1 Division Reporting.** The County shall, maintain data for the Machesney Park Division, which shall be within the Village boundary, and which data reporting shall be separate and apart from the County's countywide reporting, and shall present that data to the Village to

enable the Village to review criminal, traffic enforcement, dispatched calls for service, officer-initiated activity, and other such data as requested by the Village for events that occur solely within the Village. Further, the WCSO shall provide regular reporting and assessment of the data along with recommendations as to how services under this Agreement should be modified in order to address approved recommendations.

**3.2 Communications; Reciprocal Notification.** The Village shall notify the CPO when the Village has information about criminal activity it believes to be noteworthy for its extent or repetition. The CPO shall, as permitted by law, promptly notify the Village in the event of a significant criminal occurrence or other major event within the Village. A “significant criminal occurrence” shall be defined herein as those violent crimes recorded by the Federal Bureau of Investigation’s National Incident Based Reporting System (“NIBRS”) or other criminal activity the CPO and Village believe is important to communicate to each other.

**3.3 Activity Reports.** Each month, the Sheriff shall provide reports to the Village, on criminal and traffic activity within the Village limits. The reports shall include such information as requested by the Village provided such information exists and is readily obtainable from the records management system or computer aided dispatch systems. The Sheriff agrees to supply to Village detailed police reports and information as has been customarily shared in the past and as the Village otherwise requests from time to time unless State or Federal law prohibits such disclosure of information.

#### **4.0 PERSONNEL AND EQUIPMENT.**

**4.1 Independent Contractor.** The County is acting hereunder as an independent contractor.

**4.1.1 Service Provided By County Employees.** All County employees rendering services hereunder shall be considered employees of the County for all purposes. Nothing in this Agreement shall constitute an offer of employment by the Village or otherwise create and employer-employee relationship between the Village and employees of the County.

**4.1.2 Employment Policies.** Policies and procedures of the WCSO concerning the CPO, Supervisors and Assigned Deputies, and which govern employment terms and conditions, compensation, benefits, human resources policies, personal conduct of personnel, standards of performance and discipline and other such similar policies and procedures, will be administered solely by the WCSO as employer of the aforementioned personnel.

**4.1.3 CPO Work Schedules.** The Sheriff shall establish, in consultation with the

Village, the work schedule of the CPO, including requirements for attendance at certain specific events or meetings as generally described in Section 2.2 above.

**4.1.4 Machesney Park Division Operational Command.** Under the authority of the Sheriff, the CPO shall be in command of the operations at the Machesney Park Division and shall be responsible for the delivery of law enforcement services provided under this Agreement.

**4.1.5 Village Right to Request Replacement of Assigned Deputies and Supervisors.** The Village shall have the right to request the replacement of an Assigned Deputy and Supervisor providing services under this Agreement should the Village become dissatisfied by the performance of services provided or as a result of multiple citizen complaints or complaints from other public safety agencies about the performance of services provided by the Assigned Deputy or Supervisor. The Village may initiate the replacement process by delivering to the CPO a detailed report documenting the reason for the replacement request. The CPO shall submit said report to the Sheriff within forty-eight (48) hours of receipt of the detailed report. The Sheriff or a Sheriff's designee shall respond to the Village with a plan to replace the WCSO employee and provide a timeline to complete the replacement. The WCSO shall use its best efforts to effect the reassignment within thirty (30) days of the date of the Village's submission of the replacement request to the CPO.

**4.1.6 Replacement of CPO.** The CPO designated under paragraph 2.2 may be replaced in the following manner:

**4.1.6.1 Village Request.** The Sheriff will replace the CPO within a reasonable time of receipt of a written request from the Village outlining the reasons for said request. Any written request for replacement of the CPO shall be delivered to the Sheriff personally or by certified or registered mail. The Sheriff may request a meeting with representatives of the Village to discuss the request.

**4.1.6.2 County Request.**

A. The Sheriff may not replace the CPO unless:

1. The CPO has been assigned to the Village in that capacity for three (3) consecutive years; or
2. The Village agrees with the Sheriff's decision to replace the CPO; or

3. The Sheriff determines the replacement of the CPO is in the best interests of the County, the WCSO or the Village. In such instance, the Sheriff shall meet with the Village to explain the concerns and issues necessitating the replacement of the CPO.

B. The Sheriff shall provide the Village with a minimum of sixty (60) days' notice of its intent to replace the CPO. This notice shall be waived when circumstances dictate a more expedited schedule, in which case the Sheriff shall provide the Village with as much notice as practicable and reasonable under the circumstances.

C. The choosing of the replacement CPO shall follow the procedure set forth in Section 2.2 above for selection of the CPO.

D. Upon naming the replacement CPO, the Sheriff will notify the Village and, should circumstances permit, provide for a two-week training period for the replacement CPO to work on transition with the outgoing CPO.

**4.2 CPO: Temporary Replacement.** If the CPO assigned to the Village is absent or scheduled to be absent from duty for period in excess of fifteen (15) work days, the Sheriff shall, at the request of the Village, provide a temporary replacement for the CPO at the rank of Sergeant or above as soon as practicable, and until such time as the CPO is able to return to work at the Village. The Village may request a replacement CPO pursuant to Section 4.1.6 should it believe the continuing absence of the CPO is detrimental to the continued provision of Base Services.

**4.3 Staffing.** Standard shift staffing levels shall be as set forth in **Schedule 2** and shall consist of five (5) Assigned Deputies and a Supervisor, or supervision as assigned by WCSO, if for identifiable reasons, five (5) Assigned Deputies are temporarily not available, then there shall be a minimum of three (3) Assigned Deputies working per shift. The three (3) Assigned Deputies may be comprised of any combination of Assigned Deputies and Supervisors. The Sheriff is responsible to assure the Assigned Deputies are present twenty-four (24) hours a day, every day during the term of this Agreement. The Village shall be responsible for paying any overtime costs incurred in providing the staffing levels set forth above or for the provision of basic services under this Agreement. The CPO shall get prior authorization from the Village for overtime for staffing levels in excess of those set forth above or for the provision of services which are not provided as basic services under this Agreement.

**4.4 Capital Equipment; Budgeting.** After the initial year of this Agreement, and every year thereafter the CPO, in collaboration with the Village, and at least ninety (90) days prior to the end of the Village's Fiscal year, shall submit an annual budget for the Machesney Park

Division that will include payments due for Base Services as well as other required expenditures for equipment exceeding five thousand dollars (\$5,000.00) per item or group of like items (“Capital Equipment”). The Village shall ultimately have the right to approve the budgeted expenditures. Within Schedule 3, no new budgetary line items may be added as part of the Fee Schedule, during the term of this Agreement without the express written consent of the Parties. Once Capital Equipment expenditures are approved by the Village, the Village agrees to take necessary action to reimburse the County upon receipt of the quarterly invoice provided to the Village. All purchases of Capital Equipment for the Machesney Park Division shall be made by the County who will retain title and ownership rights during the term of this Agreement and be required to return title of such assets or such equipment to the Village upon the Village’s request. If Capital Equipment is damaged, and the cost of repair is less than the fair market value, the County shall generally be obligated to repair the Capital Equipment at no cost to the Village, if the cost of repair is greater than fair market value, then the Village shall receive a credit on the next monthly payment due under this Agreement equal to the fair market value of the damaged Capital Equipment. If the Village receives a credit as set forth, the payment for the replacement of the Capital Equipment for which the credit is given shall be the responsibility of the Village. If the County receives grant funding or other reimbursements for equipment items typically used by the WCSO and which falls under the definition of Capital Equipment under this Agreement, then the Village shall receive a credit for the proportionate share of funding received and only be required to reimburse the County for the remaining expenditure.

**4.5 Equipment Replacement.** Capital Equipment purchased by the County with funds provided by the Village for the purpose of providing services under this Agreement shall be maintained in a proper manner, and replaced at a point in time when it is mutually agreed that the equipment no longer meets the needs of the Machesney Park Division. In the event that the County auctions or otherwise sells Capital Equipment, the Village shall receive the economic benefit of such auction or sale in the form of a credit against Services or as otherwise agreed to between the Parties.

## **5.0 PERFORMANCE REVIEW SCHEDULE.**

The Sheriff shall meet with the Village at least quarterly, or as requested by the Village from time to time, to discuss the County’s performance under this Agreement. The Village shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications consistent with the services required under this Agreement.



**6.0 FEES.**

**6.1 Contract Amount.** In consideration for the Base Services provided by the County as set forth in **Schedule 1**, the Village will pay to the County a monthly sum equal to one-twelfth (1/12) of the Annual Base Expenditure amount, and on a quarterly basis, the actual cost incurred for Variable Costs identified in Schedule 3. The Parties agree that the Contract amount for this Agreement shall be adjusted annually, including retroactively, to reflect any actual increase or decrease in the personnel costs incurred by the County in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 collective bargaining agreement between the County and its Deputy Sheriffs. The Parties may revisit the topic of direct bill after the fiscal year 2024-2025.

**6.2 Billing.** The Village will remit payment for services rendered within thirty (30) days after invoicing by the County. Payment shall be made to:

County of Winnebago  
c/o Winnebago County Sheriff's  
Office 650 West State Street  
Rockford, IL 61102

**6.3 Adjustment of Staffing Level.** In the event the Village is unable to fund this Agreement in its entirety, the Village will notify the County in writing at least sixty (60) days prior to any requested changes regarding the level of staff services, and related capital equipment. The County shall make its best efforts to accommodate such staffing level changes requested by the Village. The Village may also request additional Assigned Personnel be added during the term of this Agreement at additional cost. Such additions shall be made by an addendum to this Agreement setting forth the costs the Village shall pay the County for such additional Assigned Personnel.

**7.0 VILLAGE RESPONSIBILITIES.**

In support of the County's providing the services under this Agreement, the Village agrees as follows:

**7.1 Municipal Authority.** The Village hereby confers necessary municipal police authority on the CPO, Supervisors and Assigned Deputies in enforcing Village municipal ordinances and criminal and traffic codes within Village boundaries, for the purposes of carrying out this Agreement.

**7.2 INTENTIONALLY LEFT BLANK**

**7.3 No Assumption of Village Liability.** The County and the WCSO, and their officers and employees, shall not be deemed to assume any liability for the contractual or tortious acts of the Village, its officers, agents, or employees. The term “agent” in this Paragraph shall not include Assigned Deputies as defined in Paragraph 2.5 above.

**7.4 Village to Provide Special Supplies.** The Village shall supply, at its own cost and expense, any special supplies, including, but not limited to, stationery, notices, forms, equipment, insignias where such is required by the Village or must be issued in the name of the Village.

**7.5 Village Prosecutor; Fine Revenue.** Subject to annual approval by the State’s Attorney, the Village may continue to retain legal counsel to prosecute Village ordinance violations, including traffic citations, on its behalf. The Village shall remain entitled to fine revenue and impound fee revenue resulting from prosecution of violations occurring within the Village and as the Village is otherwise entitled to receive pursuant to State law, Illinois Supreme Court Rules and as may be determined by the Clerk of the Circuit Court for the 17<sup>th</sup> Judicial Circuit, Winnebago County.

**7.6 Drug Forfeiture Revenue.** Any revenue from forfeitures paid to or retained by the WCSO resulting from drug arrests by the Machesney Park Division within the geographic limits of Machesney Park (“Drug Forfeiture Revenue”), under State or Federal law, shall be reported to the Village within thirty (30) days of receipt. The WCSO shall annually apportion such Drug Forfeiture Revenue between the Village and the WCSO as follows: the WCSO shall retain the first fifteen thousand dollars (\$15,000.00) of the Drug Forfeiture Revenue. Any Drug Forfeiture Revenue in excess of fifteen thousand dollars (\$15,000.00) in any contract year shall be apportioned equally between the Village and the WCSO. It is acknowledged by the Parties that the Village’s portion of the Drug Forfeiture Revenue shall only be used for law enforcement and narcotics enforcement purposes as permitted by State or Federal law including but not limited to payment to the County for sums due under this Agreement. If the Agreement is terminated as provided herein, the portion of the Drug Forfeiture Revenue due to the Village shall be paid to the Village upon termination.

## **8.0 TERM**

**8.1. Initial Term.** This Agreement will have an initial term from August 1, 2020, through April 30, 2024. The Parties acknowledge that this amendment to this Agreement is effective for a Term beginning May 1, 2024 to April 30, 2028.

**8.2 Renewal.** Renewal, for an additional four (4) years, shall be automatic unless notice of termination is given in writing as provided under Paragraph 9.0, subject to the

adjustments to the budget as provided in Section 4.4.

**8.3 Subsequent Renewals.** The Parties shall meet and confer in good faith twelve (12) months prior to the expiration of the then-current term to agree on any renewal or extension of this Agreement.

## **9.0 TERMINATION.**

Either Party may terminate this Agreement as follows:

**9.1 Written Notice Required.** The Party desiring to terminate this Agreement shall provide eighteen (18) months' prior written notice to the other Party.

**9.2 Transition Plan.** Upon receipt of such notice, the Parties agree to complete within one hundred twenty (120) days, a plan for the orderly transition of responsibilities from the County to the Village prior to the end of the eighteen (18) months' notice period set forth above. The transition plan shall identify and address personnel, capital equipment, workload, responsibility for on-going investigations, and any other issues related to the transition. Each Party shall bear its respective costs in developing the transition plan. The minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to lack of legislative appropriation by either Party. Upon completion of the transition plan, the parties shall then implement the transition plan for the balance of the 18-month period to ensure a smooth transition of policing responsibilities. Village, in its sole discretion, may request a shorter transition period.

**9.3 Return of Equipment and Funds.** Upon termination of this Agreement, the County shall deliver to the Village all equipment (including all vehicles and titles) used to provide services to the Village under this Agreement that was purchased (either directly or through reimbursement) with Village funds.

**9.4 Discharge of All Obligations.** In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and except as otherwise provided herein, each Party shall be released from all obligations which would otherwise accrue subsequent to termination.

## **10.0 NOTICES.**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following:

Any notice to COUNTY OF WINNEBAGO shall be sent or delivered to:

Winnebago County Sheriff  
650 West State Street  
Rockford, IL 61102

Winnebago County Board Chairman  
404 Elm Street  
Rockford, IL 61101

With a copy to:  
Winnebago County State's Attorney  
Civil Bureau  
400 W. State Street, Ste. 804  
Rockford, IL 61101

Any notice to the VILLAGE OF MACHESNEY PARK shall be sent or delivered to:

Village Administrator  
Village of Machesney Park  
300 Roosevelt Road  
Machesney Park, IL 61115

With a copy to:  
Thomas A. Green Village Attorney  
Barrick, Switzer, Long,  
Balsley & Van Evera  
6833 Stalter Drive  
Rockford, IL 61108

## **11.0 INDEMNIFICATION.**

**11.1 County Responsibility.** The County agrees to hold the Village harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse the Village for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of Assigned Personnel working under this Agreement. The County shall have no obligation to pay attorney's fees incurred by

the Village in excess of twenty thousand dollars (\$20,000) to dismiss the Village from any suit filed by a third party pursuant to this Paragraph.

**11.2 Village Responsibility.** The Village agrees to hold the County harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse the County for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of Village personnel working under this Agreement who are not County employees assigned herein for the purpose of performing required services. The Village shall not be required to provide worker's compensation insurance or worker's compensation benefits to Assigned Personnel assigned to the Village under this Agreement, nor shall the Village be required to provide general liability or police liability insurance. The Village shall be responsible for paying a pro rata share of the County's Law Enforcement Liability Insurance premium which, based on the CPO, Supervisors and the number of assigned deputies provided to the Village. This amount shall be included in the Budget which is provided in **Schedule 3** which shall be amended from time to time. Village shall also pay, over the term of the contract, an amount for Axon body cameras and tasers used by Assigned Personnel as set forth in **Schedule 3**.

**11.3 Disability Benefits.** The Village shall not be responsible for costs and requirements associated with long term disability benefits awarded for line of duty or non-line of duty injuries suffered by the CPO, Supervisors or Assigned Deputies while performing Base Services for the Village pursuant to this Agreement. These include, but are not limited to, requirements of the Public Employee Disability Act (5 ILCS 345/0.01 *et seq.*) or the Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq.*), or other such laws now existing or implemented in the future regarding police officer injury and disability benefits. These shall be borne solely by the County as employer of the personnel defined in this Agreement.

**11.4 Proof of Insurance.** The County shall annually, or within ten days after a request made by the Village, provide the Village with proof of insurance covering all aspects of the County's duties and obligations under this Agreement, including but not limited to, general liability, automobile insurance, and umbrella coverage, naming the Village as an additional insured and provide each year an additional insured endorsement naming the Village.

## **12.0 AUDITS AND INSPECTIONS.**

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County and the Village during the term of this Agreement

and for a period of three years after termination. Each party shall bear the costs of its respective audits.

**13.0 AMENDMENTS.**

This Agreement may be amended at any time by mutual written agreement of all Parties with the same formalities as required for execution of this Agreement.

**14.0 NO THIRD-PARTY BENEFICIARY.**

The County and the Village agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the County or the Village.

**15.0 LEGAL REQUIREMENTS.**

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

**16.0 VENUE.**

The laws of the State of Illinois shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Circuit Court of Winnebago County, Rockford, Illinois.

**17.0 WAIVER OF DEFAULT.**

Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.

**18.0 DISPUTE RESOLUTION**

In the event disputes between the Village and the County should arise over the terms and conditions of this Agreement, the Sheriff and the Village, or their respective designees, shall attempt to resolve any problems on an informal basis. The venue for any suit brought by one Party against the other shall be in the Circuit Court for the 17<sup>th</sup> Judicial Circuit, Winnebago County or, if appropriate, in the U.S. District Court for Northern Illinois, Western Division. The prevailing Party in any legal action to enforce the terms and conditions of this Agreement shall be entitled to receive and collect from the non-prevailing Party the reasonable attorney's fees and court costs incurred by the prevailing Party.

**19.0 ENTIRE AGREEMENT.** The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both Parties recognize that time is of the essence in the performance and the provisions of this Agreement.

**20.0 SEVERABILITY CLAUSE.** Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS

In witness whereof, the Parties have executed this Agreement.

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


ATTEST:

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

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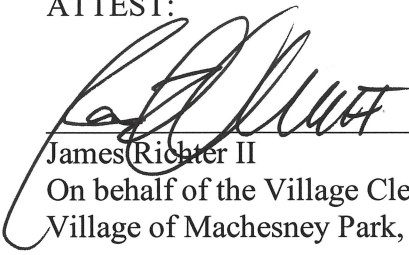
Gary Caruana  
Winnebago County Sheriff



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Steve Johnson  
Village President  
Village of Machesney Park, Illinois

ATTEST:



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James Richter II  
On behalf of the Village Clerk's Office  
Village of Machesney Park, Illinois



## **SCHEDULE 1**

### **Base Law Enforcement Services**

**Base Law Enforcement Services shall include those services customarily provided in unincorporated Winnebago County, Illinois including but not limited to:**

- 1. General Police Protection and Law Enforcement Services which shall include, at a minimum:**
  - a. Patrol activities**
  - b. Response to Citizen Complaints**
  - c. Response to calls for services as assigned by the Winnebago County PSAP or other PSAP as contracted by the Village**
  - d. Active Officer-initiated Enforcement Services**
    - i. Traffic patrol**
    - ii. Ordinance Violations**
  - e. Mutual aid to out-of-jurisdiction law enforcement agencies**
- 2. Investigative Services**
- 3. School Patrols**
- 4. Special Event**
- 5. Community Service Policing as Assigned**
- 6. All other ancillary services which are provided at no charge to other municipalities within Winnebago County, Illinois during the term of this Agreement and until such time as a fee is established for such services for all other municipalities.**

## **SCHEDULE 2**

### **Staffing Schedule**

- 1. Personnel Assigned:**
  - a. CPO: 1**
  - b. Patrol: 20**
  - c. Supervisor: 1 (see footnote #1)**
  - d. Detectives: as assigned**
- 2. Daily Schedule**
  - a. Patrol Officer – 20**
  - b. Supervisor – 1 (see footnote #1)**
  - c. Detective: as assigned**
- 3. Patrol – Staffing per Section 4.4 of this Agreement**

#1: For term years 2, 3, and 4 (ending April 30, 2028), Supervisor designation shall increase to 2 as designated under Personnel Assigned and Daily Schedule.

**SCHEDULE 3  
FEE SCHEDULE**

Description	Term Year 1 5/1/24-4/30/25 Amount	
<b>Base Law Enforcement Services</b>		
<b>Labor (fixed wages, benefits, taxes)</b>		
1.0 CPO	\$ 208,972.22	
1.0 Sergeant - See Footnote #1	\$ 173,889.81	
Detective Services - See Footnote #2	\$ 380,000.00	
20.0 Patrol (avg. rate of patrol officers within County pool)	\$ 2,570,555.98	
1.0 Police Admin assistant	\$ 80,882.87	\$ 3,333,418.01
<b>Fixed Operating Expenditures</b>		
Records	\$ 78,764.45	
Night Differential - 10 @ 1.00/hr	\$ 21,900.00	
Liability Insurance - Law Enforcement*	\$ 30,327.90	
Axon Body Cameras/Tasers (\$580,373.61 annual) See Footnote #3	\$ 103,177.53	
General operational supplies (report forms)	\$ 1,000.00	
<b>Total Annual Base Expenditure</b>	<b>\$ 3,649,470.76</b>	
<b>1/12 Base Expenditure</b>	<b>\$ 304,122.56</b>	
<b>Variable Costs (to be reimbursed quarterly based on actual costs incurred)</b>		
<b>Operating expenditures</b>		
Fuel/Car Washes	\$ 100,000.00	
Squad repairs and maintenance	\$ 40,000.00	
Subscriptions, licenses & service fees		
Verizon Network Cards	\$ 4,500.00	
Starcom Maintenance	\$ 16,280.00	
Overtime	\$ 115,000.00	
<b>Capital Equipment</b>		
Squad Cars (1)	\$ 60,000.00	
Motorola radios (\$99,852k)See Footnote #4; Flock cameras \$38k - See Footnote #5	\$ 137,852.00	
<b>Total Estimated Variable Costs</b>	<b>\$ 473,632.00</b>	
<b>Grand Total Estimated Cost</b>	<b>\$ 4,123,102.76</b>	

\* Total premium for 120 County Sworn Officers \$169,272;  
based on 21.5 sworn officers =19.6% of premium

**FOOTNOTES**

- #1 For Term Years 2, 3 and 4 (ending April 30, 2028), 2 Sergeants shall be designated and amount adjusted accordingly.
- #2 The Detective services amount shall be \$400,000 for years 2, 3, and 4 (ending April 30, 2028)
- #3 Amount for Axon Body Cameras/Tasers shall be fixed at \$103,177.53 per year for all four years of term starting 2024-2025 through 2027-2028
- #4 The amount for Motorola Radios (\$99,852) is for FY 2024-2025 only
- #5 The amount for Flock cameras for term years 2, 3, and 4 shall be \$30,000.00.

# **UNFINISHED BUSINESS**

# Appointments

# **FINANCE COMMITTEE**



# Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** June 6, 2024  
**Ordinance Title:** Ordinance for a Budget Amendment for State's Attorney VOCA Grant Renewal  
**Board Meeting Date:** June 13, 2024

## Budget Information:

Was item budgeted? Yes, through 12/31/23	Appropriation Amount: \$30,087
If not, explain funding source: Federal Grant Funding	
ORG/OBJ/Project Code: 60300 (State's Atty Grants)/various/02120 (VOCA)	
FY2024 Budget Impact: \$119,547	

**Background Information:** The State's Attorney office has historically received federal funding through the Illinois Criminal Justice Info Authority to provide services to the underserved population of victims of crime. This grant is awarded on a calendar year basis. The State's Attorney Office received renewal funding for 2024 that has not been reflected in the current budget.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2024 Fiscal Year**

Sponsored by:  
John Butitta, Finance Committee Chairman

Finance: June 6, 2024

Lay Over: June 13, 2024

**Final Vote: June 27, 2024**

**2024 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, 2024 and recommends its adoption.

**Ordinance for a Budget Amendment for State’s Attorney VOCA Grant Renewal**

**WHEREAS**, the Winnebago County State’s Attorney has historically provided services to the underserved victims of crime through grant awards received from the Illinois Criminal Justice Info Authority. The grant award was renewed for the 2024 calendar year; and,

**WHEREAS**, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2024 at its September 28, 2023 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 **#24-007 State’s Attorney VOCA Grant Renewal**.



**AGREE**

**DISAGREE**

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JOHN BUTITTA, CHAIR

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JOHN BUTITTA, CHAIR

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JAIME SALGADO, VICE CHAIR

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JAIME SALGADO, VICE CHAIR

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JEAN CROSBY

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

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

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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JOHN F. SWEENEY

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

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

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTESTED BY:

\_\_\_\_\_  
**JOSEPH CHIARELLI**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz  
**Committee:** Finance Committee  
**Committee Date:** June 6, 2024  
**Ordinance Title:** Ordinance for a Budget Amendment for Bond Paying Agent Fees  
**Board Meeting Date:** June 13, 2024

## Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Various corresponding Debt Service Revenue Sources	
ORG/OBJ/Project Code: Various Debt Service Funds	
FY2024 Budget Impact: \$2,724	

**Background Information:** BNY Mellon charges an annual paying agent fee for each of the County's bonds and debt certificates. Notice was received by the County that fees would be increased subsequent to the approval of the FY2024 budget. This amendment will properly reflect the increased fees and ensure the debt service funds are adequately funded for the increase.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** Not applicable

**Legal Review:** Not applicable

**Follow-Up:** Not applicable

**2024 Fiscal Year**

Finance: June 6, 2024

Sponsored by:

Lay Over: June 13, 2024

John Butitta, Finance Committee Chairman

**Final Vote: June 27, 2024**

**2024 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, 2024 and recommends its adoption.

**Ordinance for a Budget Amendment for Bond Paying Agent Fees**

**WHEREAS**, Bank of New York Mellon acts as the paying agent for the County's bonds and debt certificates. The County pays an annual paying agent fee for each bond. Notice was received by the County that fees would be increased subsequent to the approval of the FY2024 budget. This amendment will properly reflect the increased fees and ensure the debt service funds are adequately funded for the increases; and,

**WHEREAS**, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2024 at its September 28, 2023 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 **#24-006 Bond Administration Fees**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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JOHN BUTITTA, CHAIR

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JOHN BUTITTA, CHAIR

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JAIME SALGADO, VICE CHAIR

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JAIME SALGADO, VICE CHAIR

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JEAN CROSBY

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JEAN CROSBY

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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JOHN F. SWEENEY

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

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

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

**NEW BUSINESS**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: June 27, 2024

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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**Governing Statute(s):** State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

**County Code:** [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

**Background:** The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Federal Register/Vol. 89, No. 133/Tuesday, June 11, 2024/Notices
  - b. Applications and Amendments to Facility Operating Licenses and Combined Licenses Involving No Significant Hazards Considerations.

**Adjournment**