



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, July 25, 2024
6:00 p.m.

1. **Call to Order** **Chairman Joseph Chiarelli**
2. **Invocation and Pledge of Allegiance**.....**Jean Crosby**
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 – Four Rivers Sanitation District, Information regarding their change to monthly billing
 - C. Public Hearings – None
 - D. Public Participation – John Tac Brantley, Community concern, Pro
6. **Approval of Minutes**..... **Chairman Joseph Chiarelli**
 - A. Approval of June 13, 2024 minutes
 - B. Layover of June 27, 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)**
9. **Reports of Standing Committees**.....**Chairman Joseph Chiarelli**
 - A. Finance Committee.....**John Butitta, Committee Chairman**
 1. Committee Report
 2. Resolution Authorizing an Increase in the Salary of the Winnebago County Public Defender

3. Ordinance for a Budget Amendment for Winnebago County Health Department
 4. Resolution Authorizing the County Board Chairman to Execute a Release of Lien
 5. Resolution Authorizing the County of Winnebago, Illinois's Participation in the Kroger Opioid Settlement
- B. Zoning Committee **Jim Webster, Committee Chairman**
 Planning and/or Zoning Requests:
1. Committee Report
- C. Economic Development Committee **John Sweeney, Committee Chairman**
1. Committee Report
 2. Resolution Authorizing Execution of an Acknowledgement and Confirmation of Assignment and Assumption of Redevelopment Agreement by and Between the County of Winnebago, Illinois and Federal Express Corporation (FedEx)
 3. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$100,000 from the Revolving Loan Fund to PMI Aerospace Inc.
- D. Operations and Administrative Committee **Keith McDonald, Committee Chairman**
1. Committee Report
 2. Resolution to Appoint Precinct Election Judges
 3. Resolution Authorizing the Execution of an Industrial Building Lease by and between the County of Winnebago, Illinois and JMD Real Estate Holdings, LLC for the property located at 516 Green Street, Rockford, Illinois
 4. Resolution Awarding Roof Replacement at Adult Probation Using CIP 23 PSST Funds
 Cost: \$122,941
- E. Public Works Committee **Dave Tassoni, Committee Chairman**
1. Committee Report
 2. (24-025) Resolution Authorizing the Obligation Retirement of Bond Payments from MFT Funds
 Cost: \$200,500 C.B. District: N/A
 3. (24-028) Resolution for Award of Bid of the Second 2024 County General Letting
 Cost: \$50,005 C.B. District: County Wide
 4. (24-030) Resolution for Award of Bid for Perryville Road Joints Sealing and Repair from Guilford Road to Riverside Boulevard
 Cost: \$264,790.98 C.B. District: 8, 20
 5. (24-031) Resolution to Reject Bids for the Latham Road Box Culvert Replacement
 Cost: No cost at this time if bids rejected C.B. District: 1, 5
 (\$450,314.47 if awarded)
 6. (24-032) Resolution Authorizing the Purchase of a Salt Brine Maker for Winter Operations
 Cost: \$ 29,094.00 C.B. District: N/A
 7. (24-033) Resolution Authorizing the Execution of a Joint Funding Agreement for State Participation for Materials Letting and for Appropriation of MFT Funds for the E. Riverside Boulevard Project (Section 23-00624-02-TL)

Cost: \$ 668,301 (State)
\$ 12,000 (County)

C.B. District: 17, 20

- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
 - 1. Committee Report
 - 2. Resolution Authorizing the Winnebago County Board Chairman to Execute the First Amendment to Tower Site License Agreement
 - 3. Resolution Accepting Award and Authorizing the Winnebago County Board Chairman to Execute FY24 Law Enforcement Camera Grant – Fall Agreement
- G. Legislative and Lobbying Committee.....**Jaime Salgado, Committee Chairman**
 - 1. Committee Report

10. Unfinished BusinessChairman Joseph Chiarelli

Appointments read in on June 27, 2024 – to be voted on July 25, 2024

- A. Hulse Cemetery of Pecatonica Association, Annual Compensation: None
 - 1. Maggie Lannon (New Appointment), Chicago, Illinois, to serve a 6-year term expiring May 2030

Appointments read in on June 13, 2024 – to be voted on July 25, 2024

- A. Rockford Corridor Improvement, Annual Compensation: None
 - 1. Pastor Maurice A. West (Reappointment), Rockford, Illinois, to serve a 3-year term expiring November 2026
 - 2. LoRayne Logan (Reappointment), Rockford, Illinois, to serve a 3-year term expiring May 2027
- B. Howard Union Cemetery Association, Annual Compensation: None
 - 1. George Fagerstrom (Reappointment), Pecatonica, Illinois, to serve a 6-year term expiring June 2030
 - 2. Kris Smith (New Appointment), Davis, Illinois, to serve a 6-year term expiring June 2030

Zoning Committee

- A. 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, Laid Over from June 27, 2024 Meeting.
- B. 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, Laid Over from June 27, 2024 Meeting.

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

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

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, August 8, 2024

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

Approval of Minutes

**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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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JUNE 27, 2024**

1. Chairman Pro Tem Arena Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, June 27, 2024 at 6:00 p.m.
2. Board Member Butitta gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Butitta, Booker, Crosby, Fellars, Goral, Hanserd, Hoffman, Lindmark, McDonald, Nabors, Penney, Salgado, Sweeney, Tassoni, Thompson and Webster. (Board Members Guevara, McCarthy, and Scrol were absent.)

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

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

APPROVAL OF MINUTES

6. Chairman Pro Tem Arena entertained a motion to approve the Minutes. Board Member Thompson made a motion to approve County Board Minutes of May 23, 2024 and layover County Board Minutes of June 13, 2024, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)

CONSENT AGENDA

7. Chairman Pro Tem Arena entertained a motion to approve the Consent Agenda for June 27, 2024. Board Member Crosby made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Sweeney. Motion was approved by a voice vote. (Board Members Guevara, McCarthy, 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. Hulse Cemetery of Pecatonica Association, Annual Compensation: None

1. Maggie Lannon (New Appointment), Chicago, Illinois, to serve 6-year term expiring May 2030

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Circuit Court Mid-Year Adjustments to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)
10. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of a Claim against the County of Winnebago Entitled Gina Tarara versus Winnebago County, seconded by Board Member Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)

ZONING COMMITTEE

11. Board Member Webster read in for the first reading of TA-01-24 An Ordinance Amending 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.
12. Board Member Webster read in for the first reading of SU-04-24 A Special Use Permit (an Amendment to Enable 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 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.
13. Board Member Webster read in for the first reading of 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. Board Member made Booker made a motion to suspend the rules, seconded by Board Member Penney. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.) Board Member Webster made a motion to approve the Map Amendment, seconded by Board

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

ECONOMIC DEVELOPMENT COMMITTEE

14. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

15. Board Member McDonald made a motion to approve a Resolution Awarding Lower-Level Roof Replacement at Juvenile Center Using CIP PSST Funds, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)
16. Board Member McDonald made a motion to approve a Resolution Awarding Renewal for Onsite Wellness Clinic Services, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)
17. Board Member McDonald read in for the first reading of an 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. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Lindmark. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.) Board Member McDonald made a motion to approve the Ordinance, seconded by Board Member Thompson. Discussion by Chairman Pro Tem Arena and Board Members McDonald, Nabors, and Fellars. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)

PUBLIC WORKS COMMITTEE

18. Board Member Tassoni moved to send Agenda Items 3. and 6. (as listed below) back to committee, seconded by Board Member Crosby. Discussion by Board Members Salgado and Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)
 3. (24-025) Resolution Authorizing the Obligation Retirement of Bond Payments from MFT Funds (Section 14-00563-00-GB)
 6. (24-028) Resolution for Award of Bid of the Second 2024 General Letting
19. Board Member Tassoni made a motion to approve (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), seconded by Board Member Webster. Discussion by Chairman Pro Tem Arena and Board members Tassoni and Webster.

Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)

20. Board Member Tassoni made a motion to approve (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), seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)
21. Board Member Tassoni made a motion to approve (24-027) Resolution Authorizing an Intergovernmental Cooperation Agreement for Railway-Highway Grade Crossing Improvements on Roscoe Road, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)
23. Board Member Tassoni made a motion to approve (24-029) Resolution Authorizing the Award of Bid for Perryville Path Resurfacing from Harlem Road to Hart Road, seconded by Board Member Penney. Discussion by Chairman Pro Tem Arena and County Engineer Molina. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

24. Board Member Lindmark made a motion to approve a 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, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)
25. Board Member Lindmark made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the Village of Machesney Park for Police Services, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)

LEGISLATIVE AND LOBBYING COMMITTEE

26. Board Member Salgado gave an update regarding congressionally directed spending projects. Discussion by Engineer Molina, Chairman Pro Tem Arena, and Board Member Sweeney.

UNFINISHED BUSINESS

27. Board Member Penney made a motion to approve the Appointments A. thru C. (as listed below), seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)

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. Board Member Butitta made a motion to approve an Ordinance for a Budget Amendment for State's Attorney VOCA Grant Renewal Laid Over from June 13, 2024 Meeting, seconded by Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)
- B. Board Member Butitta made a motion to approve an Ordinance for a Budget Amendment for Bond Paying Agent Fees Laid Over from June 13, 2024 Meeting, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Guevara, McCarthy, and Scrol were absent.)

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

29. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Pro Tem Arena:
 - A. County Clerk Gummow submitted 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.

County Administrator Thompson announced the next Board Meeting is scheduled for July 25, 2024.

ADJOURNMENT

30. Chairman Pro Tem Arena 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 Guevara, McCarthy, and Scrol were absent.) The meeting was adjourned at 6:30 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
7 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
31132	1	GREG LINDMARK FOUNDATION	07/26/24-08/02/24	\$500.00
31134	1	SAINT PATRICK CHURCH OF ROCKFORD	07/26/24-08/25/24	\$4,500.00
31135	1	ROCKFORD ART MUSEUM	09/14/24-09/15/24	\$1,250.00
31136	1	IMMANUEL LUTHERAN CHURCH & SCHOOL	08/09/24-09/28/24	\$4,250.00
31137	1	ROCKTON POLICE ASSOCIATION	9/4/2024	\$4,500.00
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
The Following Have Requested a Class D,E,& F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31133	1	KEN-ROCK COMMUNITY CENTER	07/26/2024-06/27/2025	\$5,000.00
31138	1	WINNEBAGO COUNTY FANS ASSOCIATION	07/25/2024-06/30/2025	\$750.00

This concludes my report,

Deputy Clerk Daisy Carrillo

LORI GUMMOW
Winnebago County Clerk

Date 25-Jul-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	\$	726,098
101	PUBLIC SAFETY TAX	\$	469,845
103	DOCUMENT STORAGE FUND	\$	9,784
105	VITAL RECORDS FEE FUND	\$	2,608
106	RECORDERS DOCUMENT FEE FUND	\$	9,372
109	VICTIM IMPACT PANEL FEE	\$	800
114	911 OPERATIONS FUND	\$	56,692
115	PROBATION SERVICE FUND	\$	16,761
116	HOST FEE FUND	\$	26,250
120	DEFERRED PROSECUTION PROGRAM	\$	46,429
123	STATE DRUG FORFEITURE ST ATTY	\$	6,590
126	LAW LIBRARY	\$	3,222
131	DETENTION HOME	\$	69,962
155	MEMORIAL HALL	\$	1,090
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	13,146
158	CHILD ADVOCACY PROJECT	\$	1,125
161	COUNTY HIGHWAY	\$	562,746
163	FEDERAL AID MATCHING FUND	\$	47,826
164	MOTOR FUEL TAX FUND	\$	135,713
165	TOWNSHIP HIGHWAY FUND	\$	6,004
169	HIGHWAY REBUILD IL GRANT	\$	1,331,230
181	VETERANS ASSISTANCE FUND	\$	29,530
185	HEALTH INSURANCE	\$	78,543
194	TORT JUDGMENT & LIABILITY	\$	12,779
196	MENTAL HEALTH TAX FUND	\$	154,512
301	HEALTH GRANTS	\$	264,468
302	SHERIFF'S DEPT GRANTS	\$	84
304	PROBATION GRANTS	\$	130,360
309	CIRCUIT COURT GRANT FUND	\$	10,401
313	AMERICA RESCUE PLAN	\$	20,564
314	CJCC GRANTS FUND	\$	12,492
401	RIVER BLUFF NURSING HOME	\$	319,094
410	ANIMAL SERVICES	\$	39,991
420	555 N COURT OPERATIONS FUND	\$	5,692
430	WATER FUND	\$	3,500
501	INTERNAL SERVICES	\$	4,151
743	CAPITAL PROJECTS FUND	\$	256,437
			<hr/>
	TOTAL THIS REPORT	\$	4,885,891

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 25th day of July 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

Reports of Standing Committees

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: July 18, 2024
Resolution Title: Resolution Authorizing an Increase in the Salary of the Winnebago County Public Defender
County Code: Not Applicable
Board Meeting Date: July 25, 2024

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$186,044
If not, explain funding source: N/A	
ORG/OBJ/Project Code: 34000-41110	Budget Impact: None

Background Information: Per IL State Statute 55 ILCS 5/3-4007, the Public Defender's salary must be at least 90% of the State's Attorney's salary. 66 2/3% of this amount will be reimbursed by the State of Illinois. In order to receive the reimbursement, the County must submit documentation of County Board action authorizing this new salary.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2024 CR

**RESOLUTION AUTHORIZING AN INCREASE IN THE SALARY OF THE WINNEBAGO COUNTY
PUBLIC DEFENDER**

WHEREAS, the County of Winnebago is responsible for the salary of the Winnebago County Public Defender; and

WHEREAS, the salary of a county public defender is established by 55 ILCS 5/3-4007 at 90% of the compensation of the state's attorney of the county, 66 2/3% of which is to be reimbursed by the State; and

WHEREAS, the General Assembly has recently increased the salary of the Winnebago County State's Attorney necessitating an adjustment in the salary of the Winnebago County Public Defender.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the salary of the Winnebago County Public Defender shall be adjusted to be 90% of the current salary of the Winnebago County State's Attorney retroactive to the date the change in the State's Attorney's salary became effective.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Chief Judge of the 17th Judicial Circuit, the Winnebago County Public Defender and the Winnebago County Finance Department.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution 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

Notice of Annual Salary Reimbursement COLA for State's Attorneys and Public Defenders



WINNEBAGO COUNTY TREASURER
404 ELM ST STE 205
ROCKFORD IL 61101-1244

01/01

June 13, 2024



Letter ID: L0424307240

Fiscal Year: 2025

Effective Date: 7/1/2024

A Cost of Living Adjustment (COLA) increase has been granted for fiscal year 2025 for the position of state's attorney and assistant state's attorney. Below is a summary of the base salary and reimbursement amounts.

Base Salary	4.7% COLA	Salary
\$197,436.44	\$9,279.51	\$206,715.95

A summary of the reimbursable amount is below. Per 55 ILCS 5/4-2001, the State of Illinois shall furnish 66 2/3% of the total annual compensation to be paid to each state's attorney in Illinois based on the salary in effect on December 31, 1988, and 100% of the increases in salary taking effect after December 31, 1988. For this reason the reimbursable amounts below may be less than the actual salary paid as provided above.

State's Attorney Salary Reimbursement

	Total Reimbursement	Monthly Reimbursement
1. State's Attorney Salary:	\$184,884.95	\$15,407.08
2. ASA - Mental Health Institution:	\$0.00	\$0.00
3. ASA - Higher Education Facility:	\$4,000.00	\$333.33
Total	\$188,884.95	\$15,740.41

Public Defender Salary Reimbursement

Our records indicate that your county has a full-time public defender. Per Illinois State statute (55 ILCS 5/3-4007), you are required to maintain a salary of at least 90% of the county's state's attorney annual salary. Your new public defender's salary should be \$186,044.36. Your new monthly public defender's reimbursement amount will be \$10,334.76. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filled with us for the public defender's salary increase, along with the authorizing documentation as outlined on the form.

Please provide a copy of this letter to your state's attorney. You may contact us with any questions you may have using the contact information below.

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD, IL 62784-9033

217 785-1356

rev.propertytax@illinois.gov



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: July 18, 2024
Ordinance Title: Ordinance for a Budget Amendment for Winnebago County Health Department
Board Meeting Date: July 25, 2024

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: New grant funding	
ORG/OBJ/Project Code: 60100 (Health Department)	
FY2024 Budget Impact: \$ 0	

Background Information: IDPH Public Health Emergency Preparedness is funding under a mutual aid system for Region 1 for the Winnebago County Health Department to secure Power Air Purifying Respirators deployable to surrounding health departments. This is new grant funding approved by the Board of Health.

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: July 18, 2024
Lay Over: July 25, 2024
Final Vote: August 8, 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 Winnebago County Health Department

WHEREAS, the Winnebago County Board of Health accepted a new grant award from Illinois Department of Public Health Emergency Preparedness Program to secure power air purifying respirators deployable to surrounding health departments; 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 **#24-009 Health Department Grant**.

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: 5/8/2024	AMENDMENT NO: #4
DEPARTMENT: Health Department	SUBMITTED BY: James Keeler
FUND#: 60100	DEPT. BUDGET NO. 301

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
60100/60202	42260	Other Professional Services	\$0		\$0	\$200,000	\$200,000
60100/60202	32120	State Operating Grants	\$0		\$0	(\$200,000)	(\$200,000)
					\$0		\$0
					\$0		\$0
					\$0		\$0
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					\$0		\$0
						\$ -	\$ -

	Original Budget	Budget Amendments to Date Including Above Proposed Amendment	Proposed Revised Budget
Fund: _____	301		

Fund: _____

Fund: _____

Reason budget amendment is required: IDPH Public Health Emergency Preparedness program is funding under a Mutual Aid System for region 1 for the WCHD Health Department to secure Power Air Purifying Respirators deployable to surrounding Health Departmentns.
Potential alternatives to budget amendment: None
Impact to fiscal year 2024 budget: Revnue Expense Nuetral
Revenue Source: <u>IDPH Illinois Department of Public Health.</u>

Director of Finance: James Keeler Date: 5/6/24
 Public Health Administrator: [Signature] Date: 5/6/2024
 Board of Health: _____ Date: _____



Resolution Executive Summary

Prepared By: John Giliberti, Assistant State's Attorney
Committee: Finance Committee
Committee Date: 7-18-2024
Resolution Title: Resolution Authorizing the County Board Chairman to Execute a Release of Lien

County Code: Not Applicable.

Board Meeting Date: 7-25-2024

Budget Information:

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

Background Information: In October 2020, the Winnebago County, Trustee program acquired title to the property at 3806 Navaho Avenue in Rockford. About two years later, the County caused the structures on that property to be demolished and recorded a demolition lien of \$14,071.03. In April, 2024, an adjacent land owner to the property submitted a pending offer to purchase the property at an online auction held by the Winnebago County, Trustee program. The adjacent land owner does not want to complete purchase of the property unless the County's demolition lien is extinguished. The adjacent land owner if he takes title, has agreed to assume property maintenance responsibilities for the property.

Recommendation: Staff concurs.

Contract/Agreement: N/A.

Legal Review: The State's Attorney's Office prepared this Resolution.

Follow-Up: N/A.

RESOLUTION

of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

2024 CR _____

SUBMITTED BY: FINANCE COMMITTEE
SPONSORED BY: JOHN BUTITTA

RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN TO EXECUTE A RELEASE OF LIEN

WHEREAS, on October 23, 2020, the Winnebago County, Trustee program acquired title to the property commonly known as 3806 Navaho Avenue, Rockford, Illinois, (hereinafter referred to as “the subject property”), through a tax deed; and

WHEREAS, on or about September 30, 2022, the County of Winnebago caused the structures located on the subject property to be demolished, and received and recorded a demolition lien in the amount of \$14,071.03 against the subject property; and

WHEREAS, in April 2024, Dalton Poff, an adjacent land owner to the subject property, submitted a pending offer to purchase the subject property at an online auction held by the Winnebago County, Trustee program in which he is the high bidder; and

WHEREAS, Dalton Poff has indicated he does not want to complete his purchase of the subject property unless the County’s demolition lien is extinguished; and

WHEREAS, if Dalton Poff does not take title to the subject property, the subject property will likely remain vacant and abandoned for the foreseeable future because it is landlocked (i.e., no one else will want to purchase the subject property because there is no ingress to the subject property); and

WHEREAS, for so long as the subject property is in an abandoned state, the Winnebago County, Trustee program as owner will be responsible for the cost of maintaining (i.e., mowing) the subject property; and

WHEREAS, Dalton Poff has agreed to take title to the subject property, and to assume property maintenance responsibilities if the County will extinguish its demolition lien; and

WHEREAS, the Finance Committee has determined it is in the best interests of the citizens of Winnebago County, Illinois for Dalton Poff to complete his purchase of the subject property from the Winnebago County, Trustee program and to thereby assume, as owner, maintenance obligations for the subject property; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to execute a release of the County's demolition lien on the property located at 3806 Navaho Avenue, Rockford, Illinois (PIN: 15-03-451-001).

BE IT FURTHER RESOLVED, that any release executed by the Chairman pursuant to the authority granted in this Resolution shall contain terms substantially similar to those contained in the release attached to this Resolution as "Exhibit A".

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

Respectfully submitted,
FINANCE COMMITTEE

AGREE

John Butitta, Chair

Jaime Salgado, Vice Chair

Jean Crosby

Joe Hoffman

Keith McDonald

John Sweeney

Michael Thompson

DISAGREE

John Butitta, Chair

Jaime Salgado, Vice Chair

Jean Crosby

Joe Hoffman

Keith McDonald

John Sweeney

Michael Thompson

The above and foregoing Resolution 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

ATTEST:

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

EXHIBIT A

RELEASE OF LIEN

The County of Winnebago, hereby releases its lien against the property located at **3806 Navaho Avenue Rockford, IL 61102 PIN: 15-03-451-001** and legally described as follows:

"SEE ATTACHED LEGAL DESCRIPTION"

Recorded with the Winnebago County Recorder's Office on 12/06/2022, Document No: 2022036415.

[For the protection of the owner, this Release shall be filed with the Recorder or Registrar of Titles in whose office the lien was filed.]

DATED: _____

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

Return to:
Dalton Poff
3802 Navaho Avenue
Rockford, IL 61102

Prepared By:
John Giliberti
Assistant State's Attorney
Winnebago County-Civil Bureau
400 W. State St., Suite 804
Rockford, IL 61101

LEGAL DESCRIPTION

Part of the West part of the South east fractional Quarter (1/4) of Section Three (3), in Township 43 North, Range 1 East of the Third (3rd) Principal Meridian, bounded as follows, to-wit: Beginning as a point Ninety (90) feet South of the North line of the South Half (1/2) of the South Half (1/2) of said Section and One Thousand Two Hundred Fifty-five and Three Hundred Seventy-five Thousandths (1255.375) feet East of the center line of South Main Street, thence South, parallel with the center line of said Street. Ninety-five and Seventy-nine Hundredths (95.79) feet to the South line of the premises conveyed by Fred Crawford and wife to Elgin A. Johnson by Warranty Deed dated February 26, 1910 and recorded in Book 217 of Deeds on Page 347 in the Recorder's Office of Winnebago County, Illinois; thence west, along the South line of said premises so conveyed to Elgin A. Johnson aforesaid, Two Hundred (200) feet; thence North, parallel with the center line of said street, Ninety-five and Seventy-nine Hundredths (95.79) feet; thence East, parallel with the North line of the South Half (1/2) of the South Half (1/2) of said Section, Two Hundred (200) feet to the place of beginning; situated in the County of Winnebago and State of Illinois.

PIN: 15-03-451-001



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: July 18, 2024
Resolution Title: Resolution Authorizing the County of Winnebago, Illinois's Participation in The Kroger Opioid Settlement
County Code: Not Applicable
Board Meeting Date: July 25, 2024

Budget Information:

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

Background Information: The County of Winnebago, Illinois is one of many governmental entities represented by the National Prescription Opioids Litigation Consortium, involving the opioid crisis. Kroger has agreed to move forward in the settlement process. The recommendation is to have the County of Winnebago, Illinois participate in the Kroger Opioid Settlement.

Recommendation: Staff concurs

Legal Review: The State's Attorney's Office and outside counsel.

Follow-Up: N/A

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

2024 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**RESOLUTION AUTHORIZING THE COUNTY OF WINNEBAGO, ILLINOIS'S
PARTICIPATION IN THE KROGER OPIOID SETTLEMENT**

WHEREAS, the County of Winnebago, Illinois is one of many governmental entities represented by the National Prescription Opioids Litigation Consortium, involving the opioid crisis; and

WHEREAS, Kroger has agreed to move forward in the settlement process; and

WHEREAS, the Finance Committee, having conferred with the Winnebago County State's Attorney's Office and our outside legal counsel, recommend the County of Winnebago, Illinois participate in the Kroger opioid settlement and has further determined it is in the best interests of the County.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it concurs with the recommendation of outside counsel and the Winnebago County State's Attorney's Office and authorizes the County of Winnebago, Illinois's participation in the Kroger opioid settlement.

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

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

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
July 25, 2024

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

PLANNING AND/OR ZONING REQUESTS:

TO BE VOTED ON:

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
Lesas 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. **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.

**ECONOMIC
DEVELOPMENT
COMMITTEE**



Resolution Executive Summary

Committee Date: July 15, 2024, Monday, July 22, 2024

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Authorizing Execution Of An Acknowledgement And Confirmation Of Assignment And Assumption Of Redevelopment Agreement By And Between The County Of Winnebago, Illinois And Federal Express Corporation (FedEx)

County Code: Article VII, Section 10(a) of the Constitution of the State of Illinois

Board Meeting Date: Thursday, July 25, 2024

Budget Information:

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

Background Information:

In 2017 Winnebago County Board formalized a Redevelopment Agreement (2017-CR-037) with FedEx on Baxter Road, located within a designated Industrial Jobs Recovery Law (IJRL) in the proper Village of Cherry Valley. This facility development was the first to develop in this specified area, which was for a 187,000 square foot building and an assembly line that had a project cost estimated at \$40 million for the 27 acres being occupied. This 1st amendment to the agreement does not alter any of the incentives previously agreed to. It simply will transfer the rights of receiving the incentives from FedEx Ground Packaging System, Inc. to Federal Express Corporation due to a merger occurring.

Recommendation:

Winnebago County Administration supports the economic development on Baxter Road to assist in the growth of the Equalized Assessed Value (EAV) and job growth.

Contract/Agreement:

Yes, as attached with Resolution.

Legal Review:

Yes

Follow-Up:

County Staff can provide updates regarding the questions pertaining to this project.

County Board Office

404 Elm Street, Rm 533, Rockford, IL 61101 | wincoil.gov
Phone: (815) 319- 4225 | E-mail: boardoffice@admin.wincoil.gov

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2024 CR _____

**RESOLUTION AUTHORIZING EXECUTION OF AN ACKNOWLEDGEMENT AND
CONFIRMATION OF ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT
AGREEMENT BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND
FEDERAL EXPRESS CORPORATION (FedEx)**

WHEREAS, FedEx Ground Package System, Inc. (“Ground”) is a party to a Redevelopment Agreement (2017-CR-037), dated as of 13th day of April, 2017, with the County of Winnebago, Illinois (the “County”) (as may have been amended, the “Redevelopment Agreement”); and

WHEREAS, Ground and Federal Express Corporation (“Express”) intend to enter into a certain merger transaction, having an effective date of June 1, 2024, (the “Merger”), pursuant to which all assets, liabilities, rights, and obligations of Ground, including Ground’s rights and obligations of the Redevelopment Agreement, will be assigned and transferred to and be assumed by Express, by operation of law; and

WHEREAS, Express and County desire to execute this Agreement to acknowledge and confirm the assignment and transfer of the Redevelopment Agreement from Ground to Express, and the assumption by Express of Ground’s obligations under the Redevelopment 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 an Acknowledgement and Confirmation of Assignment and Assumption of Redevelopment Agreement by and between the County of Winnebago, Illinois and Federal Express Corporation, in substantially the same form as that set forth in Exhibit A, attached hereto.

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the County Administrator, the County Finance Director, County Auditor and the County Chief Operations Officer.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

TIM NABORS, VICE CHAIR

TIM NABORS, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

JOHN PENNEY

JOHN PENNEY

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

ATTESTED BY:

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

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

**ACKNOWLEDGEMENT AND CONFIRMATION OF ASSIGNMENT AND
ASSUMPTION OF REDEVELOPMENT AGREEMENT**

THIS ACKNOWLEDGEMENT AND CONFIRMATION OF ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2024, by and between **FEDERAL EXPRESS CORPORATION**, a Delaware corporation ("Express"), and **COUNTY OF WINNEBAGO**, an Illinois body politic ("County").

WHEREAS, FedEx Ground Package System, Inc. ("Ground") is a party to that certain Redevelopment Agreement, dated as of 13th day of April, 2017, with the County (as may have been amended, the "Redevelopment Agreement"); and

WHEREAS, Ground and Express intend to enter into a certain merger transaction, having an effective date of June 1, 2024, (the "Merger"), pursuant to which all assets, liabilities, rights, and obligations of Ground, including Ground's rights and obligations of the Redevelopment Agreement, will be assigned and transferred to and be assumed by Express, by operation of law; and

WHEREAS, Express and County desire to execute this Agreement to acknowledge and confirm the assignment and transfer of the Redevelopment Agreement from Ground to Express, and the assumption by Express of Ground's obligations under the Redevelopment Agreement.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Express and County hereby agree as follows:

1. Recitals. The recitals hereto are deemed to be incorporated herein by reference with full force and effect.
2. Acknowledgement and Confirmation of Assumption. As of the date hereof, (i) Express hereby acknowledges, confirms, and agrees that on June 1, 2024, all of Ground's right, title and interest in and to the Redevelopment Agreement will transfer to Express; and (ii) Express hereby acknowledges, confirms, and agrees that on June 1, 2024, Express will assume all of Ground's right, title, duties, obligations and interest in and to the same, and covenants to perform and discharge the duties and obligations of Ground under such Redevelopment Agreement.
3. Ratification and Confirmation; Execution; Counterparts. The terms and conditions of the Ratification Agreement are hereby ratified and confirmed. This Agreement may be executed in counterparts, including by electronic delivery as a .pdf, .jpeg, .TIF, or .TIFF attachment to an electronic mail message or similar electronic format, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF
REDEVELOPMENT AGREEMENT]**

IN WITNESS WHEREOF, Express and County have caused this Assignment to be executed as of the date and year first set forth herein.

EXPRESS:

FEDERAL EXPRESS CORPORATION,
Delaware corporation

By: _____
Name: _____
Title: _____

**ACKNOWLEDGED AND AGREED
UPON BY:**

COUNTY OF WINNEBAGO,
an Illinois body politic and corporate

By: _____
Name: Joseph V. Chiarelli
Title: Chairman of the County Board of the County of Winnebago, Illinois

ATTEST:

By: _____
Name: Lori Gummow
Title: Clerk of the County Board of the County of Winnebago, Illinois

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

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

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A REDEVELOPMENT AGREEMENT WITH FEDEX GROUND PACKAGE SYSTEM, INC.

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

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

this 14TH DAY OF APRIL, 2017.

MARGIE M. MULLINS, Winnebago County Clerk

BY:  Deputy County Clerk



SPONSORED BY: FRED WESCOTT
TED BIONDO

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE
FINANCE COMMITTEE

2017 CR 037

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE
COUNTY BOARD TO EXECUTE A REDEVELOPMENT
AGREEMENT WITH FEDEX GROUND PACKAGE SYSTEM, INC.

WHEREAS, the Illinois Industrial Jobs Recovery Law (“IJRL”) promotes the development and/or redevelopment of industrial properties by the use of incremental tax revenues derived from the tax levies of various taxing districts in redevelopment project areas for the payment of redevelopment project cost; and

WHEREAS, the anticipated benefits to the taxing districts of an IJRL district are an eventual increase in the assessment base of the taxing districts, the removal of adverse economic conditions, the development of industrial parks, and the development, retention and expansion of employment opportunities for Illinois residents; and

WHEREAS, due to lack of growth and redevelopment, the County of Winnebago, in conjunction with the Village of New Milford and the Village of Cherry Valley, formed an IJRL district in 2012 in the industrial area in and around the Baxter Road interchange on I-39 in Winnebago County; and

WHEREAS, by Intergovernmental Agreement the Villages of New Milford and Cherry Valley granted the County of Winnebago sole authority to negotiate redevelopment agreements with prospective developers in the IJRL district and to set the amount of incentives, if any, given to such developments, up to fifty percent (50%) of increment from each parcel proposed for development; and

WHEREAS, in 2013, the Winnebago County Director of Economic Development negotiated an agreement with FedEx Ground Package System, Inc. (“FedEx”) for an incentive of fifty percent (50%) over fifteen (15) years to relocate to the IJRL District; and

WHEREAS, the tax increment allocation financing offered by the County of Winnebago was a considerable factor in FedEx’s decision to relocate to the IJRL district; and

WHEREAS, FedEx first became eligible for reimbursement of tax increment for its parcel in the IJRL district in 2016, based upon payment of its 2015 real estate taxes; and

WHEREAS, a formal Redevelopment Agreement between the County of Winnebago and FedEx is necessary before any reimbursement of tax increment can be provided to Fed Ex; and

WHEREAS, the Economic Development Committee and the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed and recommends approval of the proposed Redevelopment Agreement between the County of Winnebago and FedEx, attached hereto as Exhibit A.


NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Redevelopment Agreement between the County of Winnebago and FedEx Ground Package System, Inc., in substantially the same form as that set forth 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 County Administrator, the County Chief Financial Officer, and the Director of Development Services.

Respectfully submitted,

**ECONOMIC DEVELOPMENT
COMMITTEE**

AGREE



Fred Wescott, Chairman



LC Wilson



Dorothy Redd

Jean Crosby

Dave Fiduccia

DISAGREE

Fred Wescott, Chairman

LC Wilson

Dorothy Redd


Jean Crosby

Dave Fiduccia


Respectfully submitted,

FINANCE COMMITTEE

AGREE



Ted Biondo, Chairman



Gary Jury



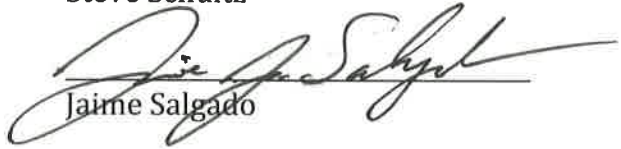
Joe Hoffman



Burt Gerl

Dave Boomer

Steve Schultz



Jaime Salgado

Keith McDonald

DISAGREE

Ted Biondo, Chairman

Gary Jury

Joe Hoffman

Burt Gerl


Dave Boomer

Steve Schultz

Jaime Salgado

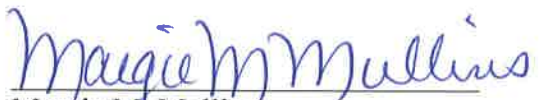
Keith McDonald

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this 13th day of April, 2017.



Frank Haney
Chairman of the County Board
of the County of Winnebago, Illinois

Attested by:



Margie M. Mullins
Clerk of the County Board
of the County of Winnebago, Illinois

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Agreement”) dated as of this 13th day of April, 2017, is made by and between the County of Winnebago, an Illinois body politic, having its principal offices located at 404 Elm Street, Rockford, Illinois (“County”) and FedEx Ground Package System, Inc., a Delaware corporation, having its principal offices located at 1000 FedEx Drive, Moon Township, PA 15108 (“Developer”). All capitalized terms are defined herein or otherwise have such definitions as are set forth in the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* as amended (the “Act”).

RECITALS

WHEREAS, the County is a duly organized and existing body politic created under the laws of the State of Illinois, and is now operating under the provisions of the Illinois Counties Code, as amended; and

WHEREAS, municipalities are authorized under the Act to undertake the redevelopment of “industrial park conservation areas” within or near the municipality, including the approval of redevelopment plans and projects, if the conditions specified in the Act are met, and they are further authorized to implement tax increment allocation financing pursuant to the Act, and to pay the costs of such redevelopment as are permitted under the Act; and

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

WHEREAS, the Village of New Milford, an Illinois municipal corporation (“New Milford”) and the Village of Cherry Valley, an Illinois municipal corporation (“Cherry Valley”) (collectively referred to as “Municipalities”), in cooperation with the County, have determined that the area in and around the Baxter Road interchange on I-39 in Winnebago County is appropriate for the formation of an Industrial Park Conservation Area (“IJRL District”) as defined in the Act utilizing Tax Increment Financing to spur private investment and development; and

WHEREAS, it has been determined by the Municipalities that such development is not likely to occur without incentives being made available; and

WHEREAS, it has been determined that the formation of an IJRL District will likely result in the creation of a large number of jobs which will benefit Cherry Valley, New Milford and Winnebago County as a whole; and

WHEREAS, the County, in cooperation with the Municipalities, has determined that it is in the best interests of the County as a whole, including the Municipalities, to redevelop certain real property within the County legally described on Exhibit A and illustrated on Exhibit B (“Redevelopment Project Area”), attached hereto and made a part of this Agreement, pursuant to a Redevelopment Plan, as such term is defined in the Act; and

WHEREAS, the Municipalities and the County have found that the Redevelopment Project Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of the Redevelopment Plan and that the County overall is a labor surplus municipal service area; and

WHEREAS, pursuant to the Act, the Municipalities, by Ordinance adopted by each Village Board, approved a Redevelopment Plan and Project, designated the Redevelopment Project Area specifically designated as the I-39/Baxter Road Redevelopment Project Area, and adopted tax increment allocation financing for the Redevelopment Project; and

WHEREAS, by Intergovernmental Agreement by and between the Municipalities and the County (“Intergovernmental Agreement”), attached hereto as Exhibit C, the County will administer the Special Tax Allocation Fund (“STAF”) created with tax increment allocation financing pursuant to the Act and the County is thereby charged with the responsibility of negotiating with developers who wish to obtain financial assistance in developing the Redevelopment Project Area; and

WHEREAS, the Developer owns real property in the Redevelopment Project Area (“Developer Property”), marked on Exhibit B attached hereto, and has undertaken property assembly costs and other Redevelopment Project Costs, as defined by the Act, for the purpose of improving the Developer Property to be used for the operation of its business which is consistent with those uses allowed in an IJRL District in furtherance of the Redevelopment Plan and Project (collectively referred to as the “Developer Project”); and

WHEREAS, the County, after due and careful consideration, has concluded that redevelopment of the Developer Property, as provided for in this Agreement, will further the growth of the County, facilitate the redevelopment of the entire Redevelopment Project Area, increase the assessed valuation of real estate situated within the Redevelopment Project Area, increase economic activity within the County as a whole, provide a substantial number of jobs to residents of the County, and otherwise be in the best interest of the County by furthering the health, safety, morals, and welfare of its residents and taxpayers; and

WHEREAS, the County desires to enter into this Agreement with the Developer and agrees, pursuant to the Intergovernmental Agreement, to use tax increment allocation financing to defray certain costs relating to the Developer Project to the extent such costs qualify as Redevelopment Project Costs, as such term is defined in the Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and Developer agree as follows:

SECTION I

INCORPORATION OF RECITALS

The Recitals set forth above are an integral part of this Agreement and are incorporated herein by reference.

SECTION II

REPRESENTATIONS AND WARRANTIES

2.1 **Representations and Warranties of Developer.** To induce the County to execute this Agreement and perform the obligations of County hereunder, the Developer hereby represents and warrants to the County as follows:

- (a) Developer leases the Developer Property, which is located in the Redevelopment Project Area, and is responsible for paying the real estate taxes for the Developer Property;
- (b) Developer has incurred the Redevelopment Project Costs as listed on Exhibit D, attached hereto.
- (c) Developer is a duly organized and existing corporation in good standing under the laws of the State of Delaware;
- (d) No litigation or proceedings are pending or, to the best of Developer's knowledge, are threatened against Developer, which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) materially affect the operation or financial condition of Developer;
- (e) To the best of Developer's knowledge, the execution, delivery and performance by Developer of this Agreement does not constitute, and will not, upon giving of notice or lapse of time, or both, constitute a breach or default or "event of default" under any other agreement to which Developer is a party to or by which it may be bound;
- (f) The party or parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained.

2.2 **Survival of Representation and Warranties.** Developer agrees that all of its representations and warranties set forth in this Section and elsewhere in this Agreement are true as of the date of execution of this Agreement and shall survive for the term of this Agreement.

SECTION III

DEVELOPER'S OBLIGATIONS

- 3.1 **Use of Property.** The Developer Property shall be utilized in a manner consistent with IJRL District uses identified in or allowed by the Act and the Redevelopment Plan and Project.
- 3.2 **Real Estate Taxes.** Developer shall pay all Real Estate Tax Bills when due and payable for the Developer Property.

SECTION IV

TAX INCREMENT ALLOCATION FINANCING

- 4.1 **Tax Increment Allocation Financing of Redevelopment Project Costs.** Developer has represented to the County that tax increment allocation financing was a considerable factor in the decision to move forward with the Developer Project. The Parties agree that tax increment allocation financing, implemented in accordance with the terms and provisions of the Act, the Intergovernmental Agreement, and this Agreement, will be a source of funding for the Developer Project.
- 4.2 **Intergovernmental Agreement.** As a condition precedent to the County's and Developer's obligations contained in this Agreement, the County has entered into an Intergovernmental Agreement as allowed by Article VII, Section 10(a) of the Constitution of the State of Illinois, which allows the County to administer the STAF created by the tax increment allocation financing enacted by the Municipalities and that it shall thereby have the authority to use such funds to provide, on a case-by-case basis, incentives for the development of the Development Property.
- 4.3 **Available Tax Increment.** Annually, the County shall determine the amount of real estate tax increment equal to the amount of the total collected tax increment attributable to the Developer Property which is deposited in the STAF ("Developer Property Increment"), less a proportionate amount of the County's annual expenses associated with the administration of the STAF ("Developer Allocated STAF Expenses") which shall result in a sum referenced as the "Available Developer Tax Increment." The Developer Allocated STAF Expenses shall equal the total County annual expenses associated with the administration of the STAF for the Redevelopment Project Area multiplied by that percentage which equals the Developer's Property Increment as it relates to the increment of the entire Redevelopment Project Area.
- 4.4 **County's Obligation to Reimburse Developer.** The County agrees to reimburse the Developer fifty percent (50%) of the Available Developer Tax Increment for a period of fifteen (15) years for the authorized Reimbursable Redevelopment Project Costs of the Redevelopment Project in the amounts and as set forth on Exhibit D, attached hereto. The total reimbursement under this Agreement is estimated to be approximately \$1,775,000. Prior to being provided Available Developer Tax Increment, Developer shall submit to the County reasonable evidence

that the Developer's Eligible Redevelopment Project Costs, for which reimbursement is requested, have been incurred and paid for by the Developer. Reasonable evidence may include, but is not limited to, paid invoices, receipts, and contracts. The County reserves the right to require additional documentation in its sole discretion.

SECTION V

COMPLIANCE WITH LAW

5.1 **Defense of IJRL District.** In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the IJRL DISTRICT is otherwise challenged before a court or governmental agency having jurisdiction thereof, the County and Developer shall reasonably cooperate with each other concerning an appropriate strategy acceptable to both parties to defend the validity of the IJRL District and this Agreement. Furthermore, each party shall pay their respective legal fees, court costs and other expenses directly related to defense of the IJRL DISTRICT that each party shall incur as a result of defense of the IJRL DISTRICT. In the event of an adverse lower court or agency ruling, payments of tax increment allocation financing shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency and to the extent that the STAF has received such increment.

5.2 **Use of Land.** Developer intends that the Developer Property shall be utilized solely in a manner consistent with industrial and manufacturing purposes as well as other Industrial Park uses identified in the Act.

SECTION VI

DEFAULT REMEDIES

6.1 **Defaults/Remedies.** If, subject to paragraph 6.2, either party defaults under this Agreement or fails to perform or keep any term or condition required to be performed or kept by such Party, the defaulting party shall, upon written notice from the non-defaulting party, proceed to cure or remedy such default or breach within sixty (60) days after receipt of such notice. In the case of a County default, the Developer shall have as its sole and exclusive remedy the right of specific performance. In the event of a default by Developer, the County will be under no obligation to continue the annual payments to the Developer identified in paragraph 4.3 during the default period. Provided the default by Developer is cured within sixty (60) days, those annual payments which would have been paid, if not for Developer default, will then be paid to Developer.

6.2 **Event of Default.** For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "Event of Default":

- (a) If, at any time, any material term, warranty, representation or statement made or furnished by County or Developer (including the representations and warranties of

Developer described in subsection 2.1 hereof) is not true and correct in any material respect because of which either Party is unable to fulfill its obligations hereunder; or

- (b) If Developer fails to meet any of the conditions or covenants contained in this Agreement, including, but not limited to, those in Section III; or
- (c) If any petition is filed by or against Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within ninety (90) days after filing); or
- (d) If County fails to make payment to Developer of tax increment allocation within ninety (90) days after receipt of such increment in the STAF unless such payment is determined to be disallowed under the Act; or
- (e) If Developer fails to pay any real estate tax assessment when due; or
- (f) If any assignment, pledge, encumbrance, transfer or other disposition occurs which is prohibited under this Agreement.

6.3 **Waiver and Estoppel.** Any delay by County or Developer in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive County or Developer of or limit such rights in any way. No waiver made by County or Developer with respect to any specific default shall be construed, considered or treated as a waiver of the rights of County or Developer with respect to any other defaults.

SECTION VII

PERFORMANCE

8.1 **Permitted Delays.** Neither County nor Developer shall be considered in breach of its obligations under this Agreement because of the impossibility of performance or the limitations of Illinois law, or in the event of delay in the performance of such obligations due to unforeseeable causes beyond such Party's control and without such Party's fault or negligence, including any delays due to court order, acts of God, acts of the public enemy, act of the United States, act of the other party, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, embargoes, economic exigencies, shortages of labor or materials, and severe weather, or any other situation recognized as a force majeure. Subject to the limitations and restrictions of the Act, the time for the performance of the obligations shall be extended for the period of the enforced delay if County or Developer, as the case may be, seeking the extension shall notify in writing the other within twenty (20) days after the beginning of any such delay and shall use diligence in attempting to complete performance of its obligations.

SECTION VIII

GENERAL

8.1 **Drafter Bias.** The parties acknowledge and agree that the terms of this Agreement are the result of negotiations between the parties, both of whom are represented by independent counsel, and that this Agreement is a result of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

8.2 **Partnership not Intended nor Created.** Nothing in this Agreement is intended to, nor shall be deemed to, constitute a partnership or joint venture between the Parties.

8.3 **Entirety and Binding Effect.** This document represents the entirety of the agreement between the Parties and shall be binding upon them and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

8.4 **Survival of Provisions.** If any of the provisions of this Agreement are found to be invalid pursuant to any statute or rule of law of the State of Illinois or of any court of competent jurisdiction in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith; however, the remainder of this instrument and any other application of such provision shall not be affected thereby.

8.5 **Use of Headings.** The headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.

8.6 **Amendments and Modifications.** Except as otherwise provided herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and bears the signatures of all of the Parties hereto.

8.7 **Defaults.** In the event of a default and/or litigation arising out of enforcement of this Agreement, the parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.

8.8 **Indemnification.** The parties agree to indemnify and hold each other, their officers, employees, agents, and attorneys harmless from and against any and all loss, damage, cost, expense, injury, or liability the indemnified party may suffer or incur in connection with the failure of the indemnifying party to comply with this Agreement, unless said loss, damage, cost, expense, injury, or liability arises solely from a negligent or intentional act of the indemnified party.

8.9 **Notices.** All Notices and requests pursuant to this Agreement shall be sent as follows:

To the Developer:

FedEx Ground Package System, Inc.
Kimberly W. Barr, Asst Treasurer
1000 FedEx Drive
Moon Township, PA 15108

To the County:

County of Winnebago
Attn: Chairman Frank Haney
404 Elm Street
Rockford, IL 61101

With copies to:

Office of the State's Attorney
Civil Bureau
400 West State Street, Suite 804
Rockford, IL 61101

Or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, nationally recognized delivery service (i.e. FedEx) or by certified mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

8.10 **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

8.11 **Previous Agreements.** The foregoing is the agreement between the Parties hereto as it now exists at the execution hereof and it is expressly understood, agreed and distinctly acknowledged that all previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified, and void.

8.12 **Construction.** This Agreement shall be subject to and construed under the laws of the State of Illinois.


8.13 **Venue.** The exclusive venue of any action involving this Agreement between the parties shall be the Circuit Court for the 17th Judicial Circuit, Winnebago County, Illinois.

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SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS AGREEMENT, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING INSTRUMENT IN ITS ENTIRETY AND THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE CONSCIOUSLY EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO HEREBY SUBMIT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

FedEx Ground Package System, Inc.

By: 
KIMBERLY W BARR
Its: ASST TREASURER

APPROVED
LEGAL DEPARTMENT


County of Winnebago, an Illinois body politic and corporate,

By: 
Frank Haney, Chairman

ATTEST:

Margie Mullins
Winnebago County Clerk

LEGAL DESCRIPTION FOR IJRL DISTRICT

THAT PART OF THE SOUTH HALF OF SECTION 28, SECTION 29, THE SOUTH HALF OF SECTION 30, THE NORTHWEST QUARTER OF SECTION 31, THE NORTH HALF OF SECTION 32 AND THE NORTH HALF OF SECTION 33, ALL IN TOWNSHIP 43 NORTH, RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 28 AND THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE WESTERLY, ALONG THE AFOREDESCIBED SOUTH LINE, TO THE WESTERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD DESIGNATED MILFORD ROAD; THENCE SOUTHERLY, ALONG THE AFOREDESCIBED WESTERLY RIGHT-OF-WAY LINE 476.00 FEET; THENCE WESTERLY, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE 10 00 FEET; THENCE SOUTHERLY, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 557.46 FEET; THENCE SOUTHWESTERLY 271.46 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE AND GARY RAILWAY (NOW ABANDONED); THENCE WESTERLY, ALONG THE AFOREDESCIBED NORTHERLY RIGHT-OF-WAY LINE, TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTHERLY, ALONG THE AFOREDESCIBED WEST LINE, TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, TO THE WESTERLY RIGHT-OF-WAY LINE OF F A. ROUTE 412 (HIGHWAY 39); THENCE NORTHERLY ALONG THE AFOREDESCIBED WESTERLY RIGHT-OF-WAY LINE, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32, THENCE WESTERLY, ALONG THE AFOREDESCIBED SOUTH LINE, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32; THENCE SOUTHERLY, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, TO THE NORTH LINE OF THE SOUTH 30 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE WESTERLY, ALONG THE AFOREDESCIBED NORTH LINE, BEING A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID QUARTER SECTION, TO THE SOUTHEAST CORNER OF A PARCEL DESCRIBED IN WARRANTY DEED FILED FOR RECORD AS MICROFILM NO. 85-28-1019; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF THE AFOREDESCIBED PARCEL, SAID LINE BEING PARALLEL TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32, 450.00 FEET; THENCE WESTERLY, ALONG A LINE PARALLEL TO SAID NORTH LINE OF THE SOUTH 30 ACRES, 484.00 FEET, TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTHERLY, ALONG THE AFOREDESCIBED WEST LINE, TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 32; THENCE WESTERLY, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 AND THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, TO THE NORTHWEST CORNER THEREOF; THENCE WESTERLY, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, 760.52 FEET, TO THE WEST LINE OF THE PROPERTY DESCRIBED IN DEED RECORDED MAY 6, 1968 AS DOCUMENT NO. 1186350; THENCE SOUTHERLY, ALONG THE AFOREDESCIBED WEST LINE, 650 00 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE EASTERLY,

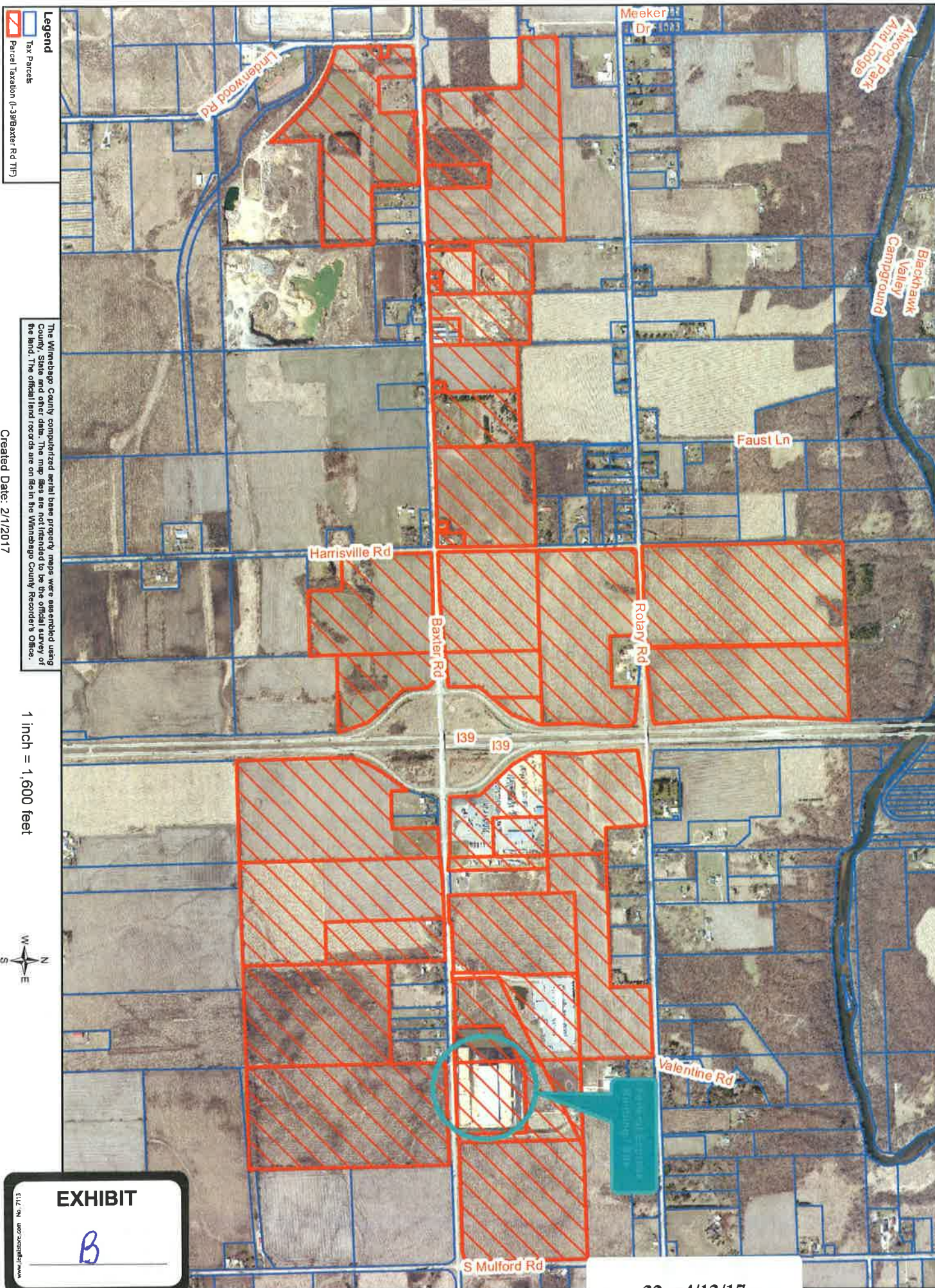


ALONG THE SOUTHERLY LINE OF SAID PROPERTY DESCRIBED IN DEED RECORDED AS DOCUMENT NO. 1186350 AND IT'S EASTERLY EXTENSION, 760.52 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31. THENCE SOUTHERLY, ALONG THE AFOREDESCRIBED EAST LINE, TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 31, THENCE WESTERLY, ALONG THE AFOREDESCRIBED NORTH LINE, 1366.07 FEET; THENCE SOUTHERLY, ALONG A LINE PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, 632.12 FEET; TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE FORMER ILLINOIS, IOWA AND MINNESOTA RAILROAD; THENCE NORTHWESTERLY, ALONG THE AFOREDESCRIBED NORTH RIGHT-OF-WAY LINE, 488.52 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1960.08 FEET, A CHORD DISTANCE OF 1088.48 FEET, TO THE INTERSECTION WITH THE WEST LINE OF SAID SECTION 31, 1050.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE NORTHERLY, ALONG THE AFOREDESCRIBED WEST LINE AND THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30, TO THE SOUTH LINE OF THE NORTH 825.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE EASTERLY, ALONG THE AFOREDESCRIBED SOUTH LINE, TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE NORTHERLY, ALONG THE AFOREDESCRIBED EAST LINE, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE EASTERLY, ALONG THE AFOREDESCRIBED NORTH LINE, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTHERLY, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, TO THE NORTH LINE OF THE SOUTH 21 ACRES OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE EASTERLY, ALONG THE AFOREDESCRIBED NORTH LINE, TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE NORTHERLY, ALONG THE AFOREDESCRIBED EAST LINE, TO THE NORTH LINE OF THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE EASTERLY, ALONG THE AFOREDESCRIBED NORTH LINE, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE SOUTHERLY, ALONG THE AFOREDESCRIBED WEST LINE, TO A POINT 1155.00 FEET (17 CHAINS 50 LINKS) NORTH OF THE SOUTH LINE OF SAID SECTION 30; THENCE EASTERLY, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 30, TO A POINT ON THE WEST LINE OF SAID SECTION 29; THENCE NORTHERLY, ALONG THE AFOREDESCRIBED WEST LINE, TO THE NORTH LINE OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE EASTERLY, ALONG THE AFOREDESCRIBED NORTH LINE, TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE NORTHERLY, ALONG THE AFOREDESCRIBED WEST LINE AND THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 29; TO THE NORTH LINE OF SAID SECTION 29; THENCE EASTERLY, ALONG THE AFOREDESCRIBED NORTH LINE, TO THE WEST LINE OF THE EAST 20.00 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY, ALONG THE AFOREDESCRIBED WEST LINE, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE WESTERLY, ALONG THE AFOREDESCRIBED SOUTH LINE TO A POINT 171.29 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY 407.00 FEET; THENCE EASTERLY, 667.38 FEET; THENCE NORTHERLY, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE WESTERLY, ALONG THE AFOREDESCRIBED SOUTH LINE, TO THE WEST LINE OF THE EAST HALF OF THE

NORTHWEST QUARTER OF SAID SECTION 29; THENCE NORTHERLY, ALONG THE AFOREDESCRIBED WEST LINE, TO THE NORTH LINE OF SAID SECTION 29; THENCE EASTERLY, ALONG THE AFOREDESCRIBED NORTH LINE, TO THE WESTERLY LINE OF THE PREMISES CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED AS DOCUMENT NUMBER 7620-0549; THENCE SOUTHERLY, ALONG THE WESTERLY LINES OF SAID CONVEYED PROPERTY TO THE STATE OF ILLINOIS, TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE EASTERLY, ALONG THE AFOREDESCRIBED NORTH LINE, TO A POINT 340.00 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTHERLY, AT RIGHT ANGLES TO THE AFOREDESCRIBED NORTH LINE 563.97 FEET; THENCE EASTERLY, ALONG A LINE PARALLEL TO SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TO THE EAST LINE OF SAID SECTION 29; THENCE EASTERLY, ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, 1552.00 FEET, TO THE SOUTHEAST CORNER OF PREMISES CONVEYED BY WARRANTY DEED DATED JULY 5, 1967 AS DOCUMENT 6713-0960; THENCE NORTHERLY, ALONG THE EAST LINE OF THE AFOREDESCRIBED WARRANTY DEED PARCEL, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE EASTERLY, ALONG THE AFOREDESCRIBED NORTH LINE AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 AND THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 31, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID QUARTER, 479.17 FEET, TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE AFOREDESCRIBED NORTH LINE, 450.00 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 525.60 FEET; THENCE WESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 450.00 FEET; THENCE NORTHERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 525.60 FEET, TO THE POINT OF BEGINNING, SAID PARCEL ALSO DESCRIBED IN WARRANTY DEED RECORDED JUNE 4, 2007 AS DOCUMENT NO. 200700735367, ALL IN WINNEBAGO COUNTY, ILLINOIS

- EXCEPTING THEREFROM, THE FOLLOWING PARCELS: 16-28-300-010, 16-28-400-001, 16-28-400-002, 16-28-400-003, 16-28-400-004, 16-28-400-005, 16-28-400-006, 16-28-400-007, 16-28-400-008, 16-30-300-004, 16-31-100-001, 16-32-200-003, 16-32-200-004, 16-33-100-002, 16-33-100-005, 16-33-100-006, 16-33-100-007, 16-33-100-008, 16-33-100-011, 16-33-200-005, 16-33-200-007 and 16-30-300-007

I-39 / Baxter Road TIF (JURL)



INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made this _____ day of June, 2012, by and among The County of Winnebago, an Illinois county corporation (hereinafter "WINNEBAGO"), the Village of Cherry Valley, an Illinois municipal corporation (hereinafter "CHERRY VALLEY"), and the Village of New Milford, an Illinois municipal corporation (hereinafter "NEW MILFORD") and with all such entities referred to collectively as the PARTIES and with Cherry Valley and New Milford collectively referred to as the Municipalities.

WITNESSETH:

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 for the purpose of achieving statutory objectives and goals individually and jointly; and

WHEREAS, the Parties have determined that the area in and around the Baxter Road interchange on I-39 is appropriate for the formation of an Industrial Park Conservation Area to spur private investment and development as defined in the Industrial Jobs Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.* (IJRL). ; And

WHEREAS, it has been determined by the Parties that such development is not likely to occur without incentives being made available; and

WHEREAS, it has been determined that the formation of an Industrial Park Conservation Area (IJRL District) will likely result in the creation of a large number of jobs which will benefit Cherry Valley, New Milford and Winnebago County as a whole; and

WHEREAS, the Parties have also determined that the creation of a Special Service Area (SSA) pursuant to 35 ILCS 200/27-5 is required to provide for water service to certain properties within the Industrial Park Conservation Area in order to promote development and job growth; and

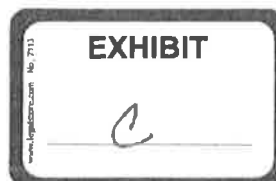
WHEREAS, Winnebago is willing to undertake the formation of a water service area within the SSA to accommodate the initiation of water service; and

WHEREAS, Cherry Valley does not presently provide water service to the anticipated properties within the IJRL District and has determined that it will not be in a position to provide such water service in the future; and

WHEREAS, Cherry Valley desires that Winnebago form a water service area which will include certain parcels within the corporate boundaries of Cherry Valley; and

WHEREAS, New Milford does not provide water service to any of the properties within the IJRL District and it desires that Winnebago form a water service area to initiate water service in the area; and

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WHEREAS, Winnebago wishes to purchase and Cherry Valley wishes to sell certain water assets to facilitate the formation of a water service area by Winnebago; and

WHEREAS, both the Municipalities agree that Winnebago should, and that it may, form an SSA which will or may incorporate certain property within the boundaries of each such municipality; and

WHEREAS, the various parcels of real estate to be included in the IJRL District are the parcels shown within a yellow boundary and the SSA parcels shaded in red on the map attached hereto as Exhibit A; and

WHEREAS, it is also anticipated that Winnebago may undertake, pursuant to the SSA, to provide a distribution system for methane gas and/or other forms of energy derived from alternative energy sources to the IJRL District and it is acknowledged that the Municipalities concur that the provision of such a distribution system will further promote growth and development within the IJRL District and that each consent to Winnebago taking such action even should such distribution system be placed, in part, within their respective incorporated boundaries; and

WHEREAS, it is further anticipated that certain roadway and other infrastructure improvements may need to be performed as the area develops which will require the cooperation of the Parties

NOW THEREFORE, the Parties agree as follows:

The above recitals are incorporated herein by reference and made a part hereof.

I. **FINANCING.**

- A. Winnebago shall form an SSA for the properties indicated on Exhibit A attached hereto.
- B. Winnebago shall, issue Bonds to pay for the initial costs of the projects contemplated by this Agreement including but not limited to, purchase of capital assets, issuance costs, bond counsel fees, financial advisor fees, costs of printing and publication, costs of marketing or sale of the bonds and required related documents, and legal and consulting costs of the parties related to the creation of the IJRL and the SSA and the Municipalities will have no obligations with regard to the bonds other than the pledging of TIF revenue from the IJRL District as set forth herein.
- C. Winnebago shall, subject to reimbursement from the IJRL District, pay the costs of formation of the IJRL District and of the SSA.
- D. Cherry Valley and New Milford will pass the necessary Ordinances and Resolutions to facilitate the formation, organization and operation of an Industrial Park Conservation Area pursuant to the IJRL for the IJRL District.
- E. Pursuant to the IJRL, and in keeping with the formation of the IJRL District, each community will initiate tax increment financing within the project area.
- F. The Special Tax Allocation Fund (STAF as defined in the IJRL), created with the tax increment financing will be placed under the control of Winnebago to be administered for the benefit of the project and in accordance with the terms of this Agreement.
- G. Funds deposited in the STAF generated from the IJRL District shall be used to pay the following expenses in the order listed:
 1. Payments on the SSA Bonds

2. Reimbursement to Winnebago and the Municipalities for reimbursable costs (as defined in the IJRL statute), not included in the initial costs.
 3. Reimbursement to Winnebago and the Municipalities for payment of the costs of the formation of the IJRL.
 4. Incentives to Developers (limited to 50% of increment from each parcel proposed for development).
 5. Other capital improvements to infrastructure as may be allowed by statute.
- H. Winnebago shall be given the sole authority to negotiate redevelopment agreements with prospective developers and to set the amount of incentives, if any, given to such developers subject to the limitation set forth in G.4., above. An Advisory Board consisting of the principal elected official from each of the parties (or their designee), shall be formed and shall be kept advised as to all proposed redevelopment agreements, but shall not have the authority to alter such agreements which are within the guidelines set forth in G.4, above. The Municipalities shall retain zoning and land use authority, including, but not limited to, site plan review/approval and enforcement of their building and subdivision codes for those parcels within their respective corporate limits. The Municipalities agree that they will not unreasonably withhold zoning or land use approval for developer projects.
- I. The Municipalities shall retain the right to offer sales tax incentives for properties within their respective corporate limits.
- J. To the extent that Cherry Valley obtains an annexation or pre-annexation with the owner of the property identified as tax property identification numbers 16-29-400-007, 008 and 009, [the developed Maggio Trucking Property], Cherry Valley agrees that its customary local 1% distributive share of revenues derived from sales, use and occupation taxes imposed by the State of Illinois, deposited into the State's Local Government Tax Fund and distributed to the Village pursuant to Section 6z-18 of the State Finance Act, 30 ILCS 105/1.1 et seq., as amended, ("Sales Tax") generated on those parcels, shall be paid to the County which shall pay the payments due on the SSA bonds for a period of seven (7) years from the date of issuance of the SSA bonds. Cherry Valley shall retain the revenues from the additional 1% non-home rule municipal retailer's occupation tax and service occupation tax it has imposed pursuant to 65 ILCS 5/8-11-1.3 and 1.4 generated by such property. Notwithstanding the foregoing, to the extent that tax increment from the IJRL District is sufficient to pay the SSA Bonds and the water asset payment referenced in II.B.1, below, during said seven (7) year period, the Sales Tax will be returned to Cherry Valley on a dollar for dollar basis as received. After the seven (7) year period, any Sales Tax generated by the referenced properties will be given to or retained by Cherry Valley.
- K. Sales Tax generated by any new development within the IJRL District shall be retained by the governmental entity in which the development is located. Should such property not be annexed to either Municipality, the Sales Tax shall be transferred to the

Municipality to which the property could be annexed pursuant to the border agreement existing between the Municipalities.

II. WATER SYSTEM.

- A. Winnebago shall form a water service area pursuant to 55 ILCS 5/5-15006 to service the IJRL Project Area.
1. Winnebago shall retain any profits realized from the water service area.
 2. Winnebago shall set the hook-up fees and water rates in such a fashion that they are consistent throughout the IJRL District.
 3. To the extent allowable by law, Winnebago shall require that any parcel attaching to the water system will annex to the municipality within whose territory (pursuant to the border agreement between the Municipalities), the property resides.
- B. Winnebago shall purchase from Cherry Valley and Cherry Valley agrees to an assignment of all right title and interest that Cherry Valley may have in the portion of that certain agreement entered into by and between Cherry Valley and Rock 39 which said agreement is attached hereto as Exhibit B as it pertains to certain water assets described therein.
1. The terms of payment for such assignment will be:
 - i. Within sixty (60) days of the issuance of the SSA Bonds, Winnebago will pay to Cherry Valley the sum of Two Hundred Fifty Thousand and 00/100s dollars (\$250,000) and provide Cherry Valley with a zero percent interest Note and Security Agreement or Mortgage on the transferred property for the balance remaining.
 - ii. Winnebago will pay the remaining balance of Four Hundred Fifty Thousand and 00/100s dollars (\$450,000) in annual installments to Cherry Valley beginning on April 15, 2013 in the amount of One Hundred Thousand and 00/100s dollars (\$100,000) with the final installment of Fifty Thousand and 00/100s dollars (\$50,000) to be paid on April 15, 2017.
 2. Cherry Valley agrees that it will not provide water service to the SSA Project Area and that it consents to the actions of Winnebago in forming the water service area.
 3. As a condition precedent to the payments set for the in sections B.1.i and B.1.ii., above, Cherry Valley shall cause Rock 39 to agree to and consent to such assignment and to the transfer of the water assets to Winnebago.
- C. No properties outside of the SSA will be responsible for payment of the SSA or for assessments for the cost of the Water System or any other utility or service provided within the SSA. Notwithstanding the foregoing, any property outside of the SSA which at any time attaches to the Water System or other utility service may be assessed hook-up fees or other costs, recapture fees or charges as may be assessed

from time to time.

- D. Winnebago shall not, directly or indirectly, extend water service or allow the provision of water produced by facilities owned or operated by Winnebago beyond the boundaries of the SSA to the west of I-39 without the consent of New Milford. Winnebago and New Milford may enter into such other and further agreements as may be necessary to cooperatively serve properties within or near the Village in the future. It is agreed that Winnebago shall cause a water main to be constructed which shall terminate on the west side of I-39 in the initial phase of the project.

III. ALTERNATIVE ENERGY.

- A. Winnebago may form a utility for the distribution of alternative energy to further enhance the IJRL Plan Area.
- B. It is anticipated that methane and/or wind and/or solar energy may be distributed by Winnebago. No incineration plant will be constructed as a part of this Agreement.
- C. Any wind energy will be limited to isolated generating units.
- D. Winnebago shall bear all costs of the alternative energy distribution system and shall retain all profits and benefits associated therewith.
- E. To the extent that the Municipalities or either of them are required to consent to the formation of this utility and/or to the distribution of energy, they each hereby so consent.

IV. ANNEXATIONS AND ZONING.

- A. The Municipalities will undertake to zone all property within the IJRL Plan Area as Industrial.
- B. To the extent that the Municipalities are unable or unwilling to re- zone the Plan Area or any part thereof, Winnebago shall undertake the zoning of the property or properties and the Municipalities shall use their best efforts to cooperate and assist in that process.
- C. Winnebago agrees that the property adjacent to the I-39 interchange may have a Commercial overlay district and/or business development district created by the Municipalities.
- D. Each community may undertake to annex properties within its respective zone of control and may recover the costs for such annexations (to the extent permitted by law), as a reimbursable cost as set forth in I.G., above.
- E. Winnebago agrees to cooperate with the annexation efforts of the Municipalities and will use its best efforts to encourage property owners to annex.
- F. The Municipalities agree that once zoning of the IJRL District is changed to Industrial, that it will not be altered in such a way as to impede the ability to develop the property in such fashion as is set forth in the IJRL.

V. MISCELLANIOUS.

- A. Entire Agreement. This Agreement incorporates the entire agreement of the parties and may be varied only by written further agreement.
- B. Benefit. This Agreement is entered into solely for the benefit of the contracting parties,

(127315 doc)

and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

- C. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.
- D. **Illinois Law.** This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement as of the date set forth above at Winnebago County, Illinois.

County of Winnebago, Illinois

By: 
Scott H. Christiansen

Its: COUNTY BOARD CHAIRMAN

ATTEST:

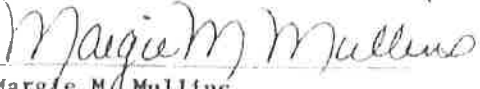
By: 
Margie M. Mullins
Its: WINNEBAGO COUNTY CLERK

EXHIBIT D

REIMBURSABLE REDEVELOPMENT PROJECT COSTS

Property assembly costs, including acquisition of package sorting system	\$9,890,000
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Resolution Executive Summary

Committee Date: July 15, 2024, Monday, July 22, 2024

Committee: Economic Development

Prepared By: Jas Bilich & Chris Dornbush

Document Title: Resolution Granting Authority To The Winnebago County Board Chairman To Execute The Documents Necessary To Complete A Loan For \$100,000 From The Revolving Loan Fund To PMI Aerospace Inc.

County Code: 5 ILCS 220/1 et seq., IGA 2014-CR-122 (original) & IGA Update 2016-CR-013

Board Meeting Date: Thursday, July 25, 2024

Budget Information:

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

Background Information:

PMI Aerospace Inc. (formerly Precision Masters Inc.) is a contract machining company specializing in precision aerospace quality parts, which requires special certification. It is owned by Mr. Baker who has also owned multiple other manufacturing businesses and is a five-time borrower of SBA/RLDC Loans with an excellent repayment record. PMI Aerospace Inc. is located at 2801 Eastrock Dr. Rockford, IL 61109 and are requesting \$100,000 at 7.5% interest rate for 5 years from the Winnebago County Revolving Loan Fund for the purchase of miscellaneous production equipment at a cost of \$150,000. PMI has been in business since 1969 and purchased by Mr. Baker in 2013 and are continuing to expand, including bringing the operations of Precision Valve Inc (purchased by Mr. Baker) from Reno, NV to Rockford, IL. This loan will create 8 additional FTE (full time equivalent) employees within 2 years. He is anticipating to expand and diversify his revenue (approximately \$10 million annually) through business connections to different companies; such as Caterpillar and Woodward Governor.

Recommendation:

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

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

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

County Board Office

404 Elm Street, Rm 533, Rockford, IL 61101 | www.wincoil.gov
Phone: (815) 319 - 4225 | E-mail: boardoffice@admin.wincoil.gov

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2024 CR _____

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY
BOARD CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO
COMPLETE A LOAN FOR \$100,000 FROM THE REVOLVING LOAN FUND
TO PMI AEROSPACE, INC.**

WHEREAS, James M. Baker has a degree in mechanical engineering with over thirty (30) years of professional experience working for, operating, owning, and consolidating twelve (12) machining and related companies; and

WHEREAS, in January 2013 James M. Baker acquired Precision Masters, Inc. and consolidated it with SBB Partners, LLC, and Precision Valve, Inc. to form PMI Aerospace, Inc. (“PMI”), which is a contract machining company specializing in precision aerospace quality parts and are AS9100 certified to produce such parts; and

WHEREAS, PMI is located at 2801 Eastrock Drive, Rockford, Illinois and are requesting one hundred thousand dollars (\$100,000.00) for production equipment; and

WHEREAS, it is estimated that this loan will assist in the creation of eight (8) new full-time equivalent employees over the next two (2) years; and

WHEREAS, PMI has a long-standing relationship with Hamilton Sundstrand (“UTAS”) and are hoping to establish similar relationships with Caterpillar (heavy mining and construction equipment) and Woodward Governor (aerospace and engine control equipment) through connections it has made over the years; and

WHEREAS, PMI has shown good cash flow and potential for growth opportunities, and they are seeking a loan to assist with miscellaneous production equipment, as recommended by the staff of Rockford Local Development Corporation (RLDC), one hundred thousand dollars (\$100,000.00), amortized at seven and a half percent (7.5%) for five (5) years from the County of Winnebago's Revolving Loan Fund to PMI , secured by a subordinated lien on all business assets, as well as a personal guarantee by James M. Baker (co-borrower of the Note).

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and approved by the Winnebago County State’s Attorney’s Office for the loan of one hundred thousand dollars (\$100,000.00), amortized at seven and a half percent (7.5%) for five (5) years

from the County of Winnebago's Revolving Loan Fund to PMI Aerospace, Inc. (PMI), secured by a subordinated lien on all business assets, as well as a personal guarantee by James M. Baker (co-borrower of the Note).

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Chief Operations Officer, County Finance Director, County Administrator, and the County Auditor.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

TIM NABORS, VICE CHAIR

TIM NABORS, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

JOHN PENNEY

JOHN PENNEY

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

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

Revolving Loan Fund

Loan Summary for:

PMI Aerospace Inc.

Applicant:	P.I.N.: 16-04-102-025
PMI Aerospace Inc.	Principal / Officer (%): James Baker (100%)
Location Address:	Website: https://pmiaerospace.com/
2801 Eastrock Dr. Rockford, IL 61109	County Board District #: 15
	County Board Member: Chris Scrol
Jurisdiction: Rockford	
Type of Business: <input type="checkbox"/> New (Start-up)	<input checked="" type="checkbox"/> Expansion (Existing)
Industry: Precision Machining (Aerospace)	

Requested County Revolving Loan Fund:					Employees: Current Projected																																																						
<table border="1"> <thead> <tr> <th colspan="2">Investment(s)</th> <th colspan="3">Percentage</th> </tr> </thead> <tbody> <tr> <td>County:</td> <td>\$ 100,000.00</td> <td>7.50%</td> <td>interest</td> <td>66.67%</td> </tr> <tr> <td></td> <td></td> <td>5</td> <td>years</td> <td></td> </tr> <tr> <td>Owner's:</td> <td>\$ -</td> <td></td> <td></td> <td>0.00%</td> </tr> <tr> <td>RLDC</td> <td>\$ 50,000.00</td> <td></td> <td></td> <td>33.33%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>0.00%</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>0.00%</td> </tr> <tr> <td>Total Financing of Project:</td> <td>\$ 150,000.00</td> <td></td> <td></td> <td>100.00%</td> </tr> </tbody> </table>					Investment(s)		Percentage			County:	\$ 100,000.00	7.50%	interest	66.67%			5	years		Owner's:	\$ -			0.00%	RLDC	\$ 50,000.00			33.33%					0.00%					0.00%	Total Financing of Project:	\$ 150,000.00			100.00%	<table border="1"> <tr> <td>Full-Time Equivalent (FTE):</td> <td>45</td> <td>53</td> </tr> <tr> <td>Part Time:</td> <td>0</td> <td></td> </tr> <tr> <td colspan="3"><i>Within the first 2 years of business operating, from the opening.</i></td> </tr> <tr> <td>Total:</td> <td colspan="2">8</td> </tr> </table>			Full-Time Equivalent (FTE):	45	53	Part Time:	0		<i>Within the first 2 years of business operating, from the opening.</i>			Total:	8	
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Total:	8																																																										
***Cost of County funds per projected job created: \$12,500																																																											

Uses of Loan Proceeds:

- For purchase of supplemental, long-term financing for production equipment at an estimated cost of \$150,000.

Description of Business & Project:

PMI Aerospace Inc. is a subcontract machining shop specializing in precision aerospace quality parts. The business was started in 1969 and purchased by James Baker on January 3, 2013. PMI is a prime contractor for Hamilton

Revolving Loan Fund

Loan Summary for:

PMI Aerospace Inc.

Sundstrand (Rockford-based division of United Technologies "UTAS") which is its largest customer. Mr. Baker also owned SBB Partners LLC (d/b/a Lamcam) which was a subcontract machining business selling into automotive and machine tool industries among others and Precision Valve, Inc., a Reno, NV based manufacturer of precision hydraulic valve components for the aerospace industry. Both SBB and precision Valve have been consolidated into PMI's business and Precision Valve's operations have been relocated to Rockford. With a degree in Manufacturing Engineering, Mr. Baker has more than thirty year's manufacturing experience, has owned multiple manufacturing businesses and is a five-time SBA/RLDC borrower with an impeccable repayment record.

PMI is AS9100 certified which is a requirement for aerospace parts. The stringent requirements to become AS9100 certified results in few competitors relative to the large number of subcontract machining companies and contributes to profit margins higher than the industry average. PMI does precision machining based on customer drawings and specifications utilizing CNC machining centers, lathes and mills. Approximately 99% of PMI's work is for aerospace clients. As a prime contractor for UTAS, PMI is required to stock more than 1200 part numbers. Given the breadth of parts to be inventoried, the complexity of the parts and the varied monthly usage, PMI is contractually bound by UTAS to carry several months usage for each part to eliminate the chance of late delivery of a crucial component. The inventoried parts are required to be stored at a third-party storage facility in Belvidere, IL which handles inventory control, storage and delivery. Upon receiving a "release" from UTAS, the inventory control company delivers the ordered parts to UTAS and an invoice is automatically created with payment made within 10 days of shipment. Almost every commercial and military airplane manufactured in the U.S. and Europe utilizes UTAS auxiliary power units in their airplanes and many other components as well. PMI manufactures many of the subcomponent parts for UTAS. Given the aging commercial airline fleets around the world and the emergence and growth of airlines in southeast Asia and the Middle East, it appears that commercial aircraft manufacturing is experiencing a secular growth pattern that may last a generation or more. While military aircraft sales may be pressured by government cutbacks and changing military spending priorities, it appears that the aircraft and aerospace manufacturing industries are poised for long term growth particularly with multiple wars and war threats in the world today.

Mr. Baker purchased another aerospace subcontractor, Precision Valve, Inc., in January 2017 that also has established new commercial accounts with multiple divisions of Parker Hannifin and Dow Hydraulics, Inc. (Pomona, CA) among others. As noted, Precision Valve has been relocated to Rockford and consolidated into PMI's operations.

Mr. Baker is seeking a loan from the RLDC and Winnebago County Revolving Loan Fund for the purchase of supplemental, long-term financing for production equipment at an estimated cost of \$150,000. This loan will allow him to continue to expand these operations.

Revolving Loan Fund

Loan Summary for:

PMI Aerospace Inc.

RLDC Recommendation:

Staff recommends a hundred-thousand-dollar (\$100,000), 5 year term loan, to be fully amortized over five (5) years at eight percent (7.5%) for the following reasons:

- 1) The consolidated operations of PMI and its affiliated companies report existing cash flow more than sufficient to service existing and proposed debt
- 2) Mr. Baker is highly educated and experienced in owning and operating businesses and has seasoned management to assist him
- 3) The additional production equipment is expected to be accretive to earnings
- 4) Participation in this project is expected to advance economic development objectives of job creation (8 FTEs) and assisting a small manufacturer, an exporter, a Labor Surplus Area and job creation in a targeted redevelopment area

Other Conditions:

James Baker will personally guarantee the loan.

Strengths & Weaknesses

Strengths

- 1) PMI reports existing cash flow more than sufficient to service existing and proposed debt;
- 2) Mr. Baker is highly educated and experienced in owning and operating businesses and has seasoned management to assist him;
- 3) the purchase of additional production equipment will accommodate projected growth which is expected to be accretive to earnings;
- 4) participation in this project is expected to advance economic development objectives of job creation (8 FTEs) and assisting a small manufacturer, an exporter, a Labor Surplus Area and job creation in a targeted redevelopment area; and,
- 5) RAEDC has identified aerospace parts manufacturing as a targeted industry. Participation in this project supports the area's economic development strategy.

Revolving Loan Fund

Loan Summary for:

PMI Aerospace Inc.

Weaknesses

1) County's proposed loan is not secured by business assets once the assets are discounted and senior debt is accounted for. Mitigating this risk is the strong operating cash flow of the business.

Attachments:

1. *Illinois Secretary of State Corporation / LLC Certificate of Good Standing*
2. *WinGIS Site Location*
3. *Tax Information*
4. *Company Website*
5. *Revolving Loan Fund Summary Information*



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	PMI AEROSPACE, INC.		
File Number	68750865	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	11-08-2012	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	10-23-2023	Annual Report Year	2023
Agent Information	ROBERT C. POTTINGER 6833 STALTER DRIVE ROCKFORD ,IL 61108	Agent Change Date	11-08-2012

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Purchase Master Entity Certificate of Good Standing

Change of Registered Agent and/or Registered Office

Articles of Amendment Effecting A Name Change

Adopting Assumed Name

Parcel Summary



2801 EAST ROCK DR

Pin	Alt.Pin	Property Size
1604102025	null	Sq. Feet: 111221 Acres: 2.55

Owner Name and Address

PM ACQUISITIONS LLC,
2801 EAST ROCK DRIVE
ROCKFORD, IL 61109

Taxpayer Name and Address

PM ACQUISITIONS LLC,
2801 EAST ROCK DRIVE
ROCKFORD, IL 61109

Legal Description

EAST ROCK INDUSTRIAL PARK NO 3 PT NW1/4 SEC 4-43-2 LOTS 62 & 63

Zoning District: I1

Zoning District: I1

SchoolDist : ROCKFORD SCHOOL DIST 205

GradeSchool :

Flood Zone Type

X

In/Out

F

Property Use Code

0081

Description

Ind Land + Improve

Township

CHERRY VALLEY

Assessor

Danielle Giacomazzo

Sales History

Date	Type	Amount	Doc. No
2013-06-27	WD	\$595,000.00	20131027158
2013-06-27	D	\$0.00	20131044301

Year	Fair Market Value	Total Tax Bill	Code
2023	\$1,025,790.00	\$34,473.36	127

Current Exemptions



Winnebago County

County Treasurer

[Wincoil Home Page](#)
[Treasurer Home Page](#)
[Supervisor of Assessments](#)
[Search Again](#)

Parcel Tax Details for Parcel Number 16-04-102-025

[View Property via WinGIS](#)

Please choose the tax year you would like to view details for:

Tax Payment Information 2023 taxes payable in 2024

Click here to make a payment

Owner Address

PM ACQUISITIONS LLC,
2801 EAST ROCK DRIVE
ROCKFORD, IL 61109

Taxbill Address

PM ACQUISITIONS LLC
2801 EAST ROCK DRIVE
ROCKFORD,IL 61109

----- First Installment-----

Due Date: 6/14/2024
Amount: 17236.68
Penalty: 0.00
Cost: 0.00
Total Due: 17236.68
Paid: 17236.68 Date: 6/4/2024
By: CBI Bank and Trust

----- Second Installment-----

Due Date: 9/6/2024
Amount: 17236.68
Penalty: 0.00
Cost: 0.00
Total Due: 17236.68
Paid: Date:
By:

For Parcel Address: 2801 EAST ROCK DR

Tax Calculation

Description	Amount
Board of Review Assessed Value	341897

Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	341897
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	341897
County Multiplier	x	1.0000
Revised Equalized Value	=	341897
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	341897
Tax Rate for Tax Code 127	x	10.5044
Calculated Tax	=	\$35914.22
Non Ad Valorem -	+	\$0.00
Abatements	-	\$1440.86
TOTAL TAX DUE:	=	\$34473.36
Fair Market Value: 1025790		1977 Equalized Value: 0

Taxing Bodies and Rates

<i>Taxing Body</i>	<i>Rate</i>	<i>Tax</i>
WINNEBAGO COUNTY	0.7587	\$2593.98
FOREST PRESERVE	0.0913	\$312.15
CHERRY VALLEY TOWNSHIP	0.1112	\$380.19
ROCKFORD CITY	2.1972	\$6071.30
ROCKFORD PARK DISTRICT	0.8914	\$3047.67
FOUR RIVERS SANITATION AUTHORITY	0.1425	\$487.20
ROCKFORD CITY LIBRARY	0.3528	\$1206.21
GREATER RKFD AIRPORT	0.0877	\$299.84
ROCKFORD SCHOOL DIST 205	5.1954	\$17762.92
COMMUNITY COLLEGE 511	0.4593	\$1570.33
CHERRY VALLEY TWSP ROAD	0.2169	\$741.57

***** ***End of Real Estate Tax Information*** *****

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[MARKETS](#)[SERVICES](#)[CAPABILITIES](#)[QUALITY](#)[RESOURCES](#)[ABOUT US](#)

CONTACT US

CONNECT WITH OUR TEAM OF EXPERTS

PMI AEROSPACE SHIPS GLOBALLY

All the Right Stuff, All In-House

PMI Aerospace, formerly known by the separate names of Precision Masters, Lamcam Machine and Precision Valve, has more than a century of combined expertise in manufacturing **close-tolerance, precision-machined components and assemblies** for the Aerospace industry. We are headquartered in a comprehensive modern facility centrally located in Rockford, Illinois, which operates 5 days per week, 24 hours per day. PMI



[MARKETS](#)[SERVICES](#)[CAPABILITIES](#)[QUALITY](#)[RESOURCES](#)[ABOUT US](#)

WHAT WE DO



PMI Aerospace manufactures over 5,000 unique part numbers and assemblies in quantities ranging from 1 to 1,000 per year, with over half of those on LTA stocking agreements. Our in-house capabilities include CNC turning, milling, ID/OD grinding, gear hobbing, gun drilling, lapping, honing and polishing. We manufacture finished parts from bar stock, plate stock, castings and forgings. We also partner with trusted suppliers for a range of heat treating and coating services. The materials we work with include, but are not limited to, aluminum, all steels, plastic, Inconel, titanium, magnesium and other exotic alloys.

WHY CHOOSE PMI AEROSPACE COMPANIES?

We have maintained quality approvals and commendations from leading prime contractors and government agencies for more than 50 years. PMI Aerospace strives to achieve the highest quality levels through continuous improvement programs, advanced personnel training and constant integration of state-of-the-art equipment.

At PMI Aerospace, we treat you as a respected partner, not just another customer. That partnership includes our complete focus on bringing a product to market that reflects our mutual dedication to quality, reliability and value. To this end, we'll work with you to provide manufactured parts, details and assemblies according to your exact specifications and delivery requirements. We pride ourselves on providing quality parts on time, and on meeting and exceeding the stringent requirements of a rapidly changing aerospace industry.





A HISTORY OF PRECISION

MARKETS SERVICES CAPABILITIES QUALITY

RESOURCES

ABOUT US

Founded in 1968 as Precision Masters, PMI Aerospace began as a small machine shop with a focused strategy of continuous improvement. Over the years, we have steadily yielded enhanced quality, cost reductions and an ever-increasing ability to adapt to customer demands for parts that outperform industry standards.



Today, we are an employee-driven, technology-oriented operation in a modern facility with multiple departments and locations. Our on-site capabilities have expanded to include sophisticated grinding, 5-axis machining and live turn/mill centers. Our customer base has expanded, too. We are proud to have served the following distinguished OEMs across the Aerospace Industry, among many others:

- Collins Aerospace
- United Technologies
- Pratt & Whitney
- Parker Aerospace
- Space X
- Eaton Aerospace Group
- GE Aviation
- KLX Aerospace
- Lockheed Martin
- Ontic
- Sikorsky
- Triumph
- Unical Defense
- Vickers

2010 LAMCAM MACHINE ACQUISITION

- Lamcam Machine was acquired in 2010 to enter into the Aerospace Industry and quickly gained recognition as a leader in providing Ground Support Tooling, Fixture and Assembly Tools for service centers located around the world.

2012 NEW MACHINERY





30" x 70" to further support customer demands
for complex machining.

MARKETS

SERVICES

CAPABILITIES

QUALITY

RESOURCES

ABOUT US

2012 PRECISION MASTERS ACQUISITION



- Precision Masters was strategically acquired from Bill Cleeland in 2012 to enter the Precision Machined Component industry, specifically providing parts to the Aerospace industry. Precision Masters specialized in providing Precision Machined Component Parts for Aerospace made from an array of materials and specifications.

2013 FACILITY PURCHASE

- To accommodate double digit growth and projections, a modern 25,000 square foot facility was purchased in Rockford, Illinois and tooled up to support both Precision Masters and Lamcam.

2014 LAMCAM RELOCATION

- In early 2014, Lamcam Machine was relocated to the new facility to support growth of Lamcam and new equipment purchases.

2014 EQUIPMENT PURCHASES

- Precision Masters purchases additional CNC Turn/Mill Hardinge Centers Lathes and 5 Axis HAAS CNC Mills to accommodate new customer programs and support a growing customer base.

2015 PRECISION MASTERS RELOCATION

- In Late 2014, Precision Masters was relocated to the new facility to support growth of growing sales, equipment purchases and additional employees.

2015 PRECISION MASTERS NEW MACHINERY

- 2015 VF-3SS HAAS 5-Axis Machining Center to increase 5-axis capacity





MARKETS SERVICES CAPABILITIES QUALITY RESOURCES **ABOUT US**



- 2016 Okamoto ID Grinder giving PMI the new capability to preform ID Grinding in house
- 2016 Okamoto ID Grinder giving PMI the new capability to preform OD Grinding in house

2017 NEW MACHINERY

- 2017 Takasaw TS4000 CNC Mill/Turn center to increase Turn/Mill capacity
- 2017 Takasaw TCN2600 CNC Mill/Turn center to increase Turn/Mill capacity
- 2017 Halter Automation – Robotic Loader to automate high volume complex Mill/Turn capacity
- 2017 RAM Optical Sprint MVP 400 Non Contact Vision CMM Inspection System

2017 PRECISION VALVE ACQUISITION

- Precision Valve, in Reno, Nevada, was acquired and brought under the PMI Aerospace Group of Companies. Precision Valve specialized in the production of high pressure hydraulic servo valve sleeves, slides, spools, pistons and lap fit assemblies. This acquisition further expanded the growing customer base of PMI Aerospace and added a very “niche” area of high precision part production capabilities to the PMI Aerospace group of companies.

2018 NEW MACHINERY

- 2018 2 Talent 42 Hardinge CNC Lathes with Live Tooling to increase Turn/Mill capacity
- 2018 Engis FL28VP Lapping Machine to expand lapping capabilities and reduce lead times.
- 2018 Takasawa TCN2600 CNC Turn/Mill center to increase Turn/Mill capacity
- 2018 Takasaw TS4000 CNC Mill/Turn center to increase Turn/Mill capacity
- 2018 Halter Automation – Robotic Loader to automate high volume complex Mill/Turn capacity
- 2018 Takasawa TCN 2600 CNC Mill/Turn with Bar Feeder to increase high volume capacity





2019 NEW MACHINERY

MARKETS SERVICES CAPABILITIES QUALITY RESOURCES **ABOUT US**



- 2019 Matsuda Fully automated MX-330, 5 Axis CNC Mill with PC10, 10 Place Pallet Pool
- 2019 2 Talent 42 Hardinge CNC Lathes with Live Tooling center to increase Turn/Mill capacity
- 2019 Studer Universal OD Grinder to increase high precision grinding capacity
- 2019 RAM EDM Machine purchased to perform inhouse EDM processes
- 2019 FOBA Laser Parts Engraver to perform inhouse Laser engraving processes

2019 UNITED BY ONE NAME: PMI AEROSPACE

- PMI Aerospace Group changes its name to simply PMI Aerospace and dissolves the separate names of its business units, Precision Masters, Lamcam Machine and Precision Valve. The change marks a formal transition to a fully integrated company, streamlined for future growth. PMI Aerospace expands the production capacity of Plant #1 in Rockford, Illinois, to support new growth. State-of-the-art enhancements include a quality lab, classroom, a new inventory-control system, high bay storage and over 20,000 square feet of additional manufacturing floorspace.

CONTACT US

2801 Eastrock Dr.
 Rockford, IL 61109
 Phone: (815) 397-3894
 Email: info@pmiaerospace.com

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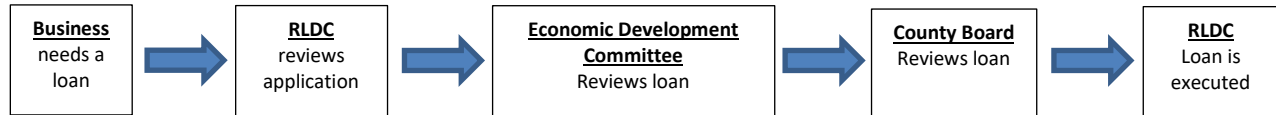


Winnebago County Revolving Loan Fund (RLF) Program Overview

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

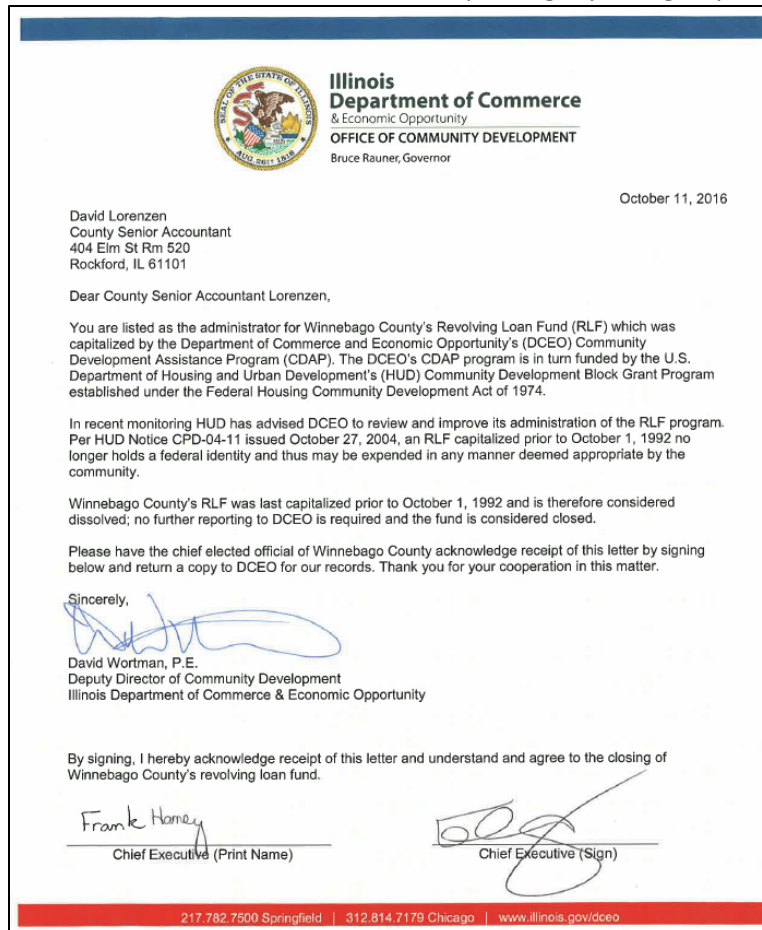
REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



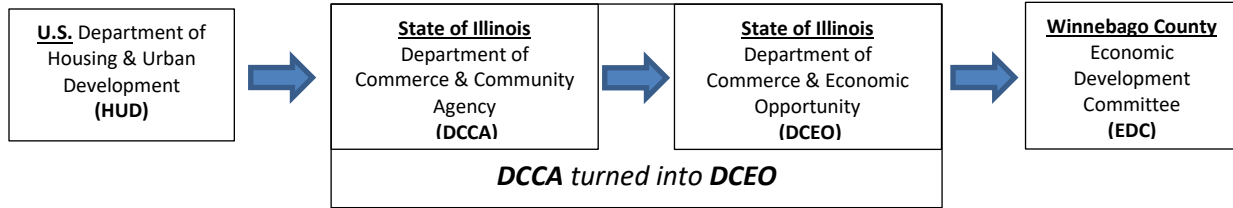
- Program is used for Gap Financing, examples of use...
 - Land & Building
 - Equipment & Machinery
 - Working Capital

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



Winnebago County Revolving Loan Fund (RLF) Program Overview

Origin of Funding for Revolving Loan Fund Program



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

Activity Summary

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

**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**



Resolution Executive Summary

Prepared By: Lafakeria Vaughn
Committee: Operations and Administrative Committee
Committee Date: July 18, 2024
Ordinance Title: Resolution to Appoint Precinct Election Judges
County Code: N/A
Board Meeting Date: July 25, 2024

Budget Information:

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

Background Information: According to 10 ILCS 5/13-2, the County Board at its July meeting in each even-numbered year shall appoint election judges in each election precinct from certified lists which has been furnished to the chairpersons of the County Central Committees.

See attachment for listing of all precinct election judges.

Recommendation: Approval of Resolution

Contract/Agreement: N/A

Legal Review: Reviewed by States Attorney's Office

Follow-Up: N/A

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE
2024 CR _____

RESOLUTION TO APPOINT PRECINCT ELECTION JUDGES

WHEREAS, 10 ILCS 5/13-2 provides, in part, that at its July meeting in each even-numbered year, the County Board shall appoint five (5) election judges for each election precinct in the County; and

WHEREAS, the Winnebago County Clerk previously submitted to the Winnebago County Central Committee Chairpersons a list, by precinct, of proposed election judges, which is based on the current listing of precinct election judges in Winnebago County, Illinois; and

WHEREAS, both Winnebago County Central Committee Chairmen have advised the Winnebago County Clerk they have no objection to the appointment as precinct election judges of the persons named in the list of proposed precinct election judges furnished to them by the Winnebago County Clerk; and

WHEREAS, the Winnebago County Clerk now recommends the County Board appoint as precinct election judges those persons identified in the document attached hereto as "Exhibit A" (all of whom have been approved by their respective Winnebago County Central Committee Chairpersons).

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board hereby appoints as precinct election judges those persons identified in the attached Exhibit A.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare a report of those appointments and to file said report with the Winnebago County Circuit Clerk.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

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.

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

ATTEST:

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

EXHIBIT A**WINNEBAGO COUNTY
DEMOCRATIC ELECTION JUDGES**

1

SHARON	ABELS	304 W RENROSE AVE	2024 JUNE 1, 2024	LOVES PARK	IL	61111	1451	D
KAREN	ADELL	12422 GREENSVIEW DR		ROSCOE	IL	61073	1003	D
LUCY	ADRIGNOLA	1831 DARBY LN		DAVIS	IL	61019	302	D
NANCY	AGNEW	5404 - 20TH ST		ROCKFORD	IL	61109	206	D
MARY ANN	AKERMAN	11405 TANAWINGO TRL		ROSCOE	IL	61073	1012	D
JO	ALLEMAN	832 UNIVERSITY PKY		ROCKTON	IL	61072	905	D
LA VONNE	ALMANZA	5409 BENNETT ST APT 6		LOVES PARK	IL	61111	1452	D
JOAN	ANDERSON	6306 COTSWOLD LN		CHERRY VALLEY	IL	61016	204	D
ROBERT	ATKINS	939 BRANDY BEND RD		ROSCOE	IL	61073	1001	D
SHARON	ATKINS	939 BRANDY BEND RD		ROSCOE	IL	61073	1001	D
LONNIE	BAKER	3241 BILDAHL ST		ROCKFORD	IL	61109	CITY	D
ROSE	BARKER	2111 CROYDON AVE UNIT C		LOVES PARK	IL	61111	410	D
SUSAN	BARNES	1142 LATHAM RD		ROCKFORD	IL	61103	702	D
WILLIAM	BARRETT	7811 N 2ND ST		MACHESNEY PARK	IL	61115	407	D
MARY	BASKIN WALKER	4003 PRESTON ST		ROCKFORD	IL	61103	1404	D
PHILLIP	BAYLOR	4410 GLENMORE RD		ROCKTON	IL	61072	1515	D
SUSAN	BAYLOR	4410 GLENMORE RD		ROCKTON	IL	61072	1515	D
SUE	BEDIN	9977 PENNY LN		MACHESNEY PARK	IL	61115	420	D
HILARY	BELCHER	413 W. STATE ST		CHERRY VALLEY	IL	61016	201	D
WENDY	BENNET	7780 DEER TRACK TRL		ROCKFORD	IL	61102	1302	D
DAVID	BENTLEY	10362 KNIGHTS ARMOR LN		ROSCOE	IL	61073	424	D
MILANA	BERGSTROM	1315 AUTUMNWOOD CT		ROCKTON	IL	61072	908	D
FRANCES	BLAIS	2311 BONNIE DR		ROCKFORD	IL	61109	1408	D
DANIEL	BLANCK	2939 VAUGHNDALE DR		MACHESNEY PARK	IL	61115	418	D
ADAM	BOEBEL	4690 BLACK OAK TRL		ROCKFORD	IL	61101	703	D
GINA	BOETTCHER	6593 DEER ISLE DR		CHERRY VALLEY	IL	61016	211	D
CAROLYN	BOHLIN	1107 DREXEL BLVD		MACHESNEY PARK	IL	61115	402	D
RUSSELL	BOLTHOUSE	5524 WINNERS CIR		CALEDONIA	IL	61011	401	D
KATHRYN	BOWEN	13932 EDWARDSVILLE RD		WINNEBAGO	IL	61088	1101	D
BARBARA	BOWERS	2820 CASCADR DR		ROCKFORD	IL	61109	RK 9	D
CLARA	BOX	1613 - 17TH AVE APT 3		ROCKFORD	IL	61104	CITY	D
ROBERT	BOYLE	4616 TREEVIEW TER		ROCKFORD	IL	61109	211	D

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WINNEBAGO COUNTY

DEMOCRATIC ELECTION JUDGES

				JUNE 1, 2024			
JENNIFER	BRADY	4563 TERRANG TRL	MACHESNEY PARK	IL	61115	413	D
CHRISTINE	BRANDT	3773 N. TRAINER RD	ROCKFORD	IL	61114	CITY	D
JAMES	BROOKE	3139 CAVENDISH DR	ROCKFORD	IL	61109	203	D
RISBA	BROWN SMITH	3013 HAMLIN DR	MACHESNEY PARK	IL	61115	425	D
DAVID	BUCHANAN	1125 NASSAU PKY	ROCKFOR	IL	61107	1405	D
CHRISTOPHER	BUDDE	7675 CHERRY HILL DR	ROSCOE	IL	61073	1014	D
JULIA	BUDDE	7675 CHERRY HILL DR	ROSCOE	IL	61073	1014	D
CHERYL	BUNTJER	1515 BARTON BLVD	ROCKFORD	IL	61103	CITY	D
CONNIE	BURDEN	7137 BERGSTROM RD	ROCKFORD	IL	61103	702	D
KRISTIN	BURNS	3739 BLUESTONE LN	WINNEBAGO	IL	61088	101	D
MARGARET	BUSS	9519 N. 2ND ST	ROSCOE	IL	61073	417	D
NORMA	CAMERON	7221 MILL RD	ROCKFORD	IL	61108	1413	D
SANDRA	CARLETON	10393 RAY DR	ROSCOE	IL	61073	424	D
BARRY	CASEBERE	8627 SPRINGWOOD CT	ROSCOE	IL	61073	415	D
ALICE	CASSIANO	3071 VAUGHNDALE DR	MACHESNEY PARK	IL	61115	425	D
VICKI	CHANCE	2028 HILLSIDE DR	ROCKFORD	IL	61107	1414	D
ROLAND	CHAPDELAINE	4104 WINDY RIDGE TRL	ROCKFORD	IL	61101	703	D
DONNA	CHRISTEN	810 S GREENVIEW AVE	ROCKFORD	IL	61102	1404	D
DONNA	CLAEYSSSEN	717 ELGIN ST	CHERRY VALLEY	IL	61016	201	D
ANDREA	CLARK	626 PEARL AVE	LOVES PARK	IL	61111	1454	D
BARBARA	CLOUTIER	112 CLIFFORD AVE	LOVES PARK	IL	61111	1452	D
NORMAN	COLE	905 ARMSTRONG AVE	ROCKTON	IL	61072	908	D
CHERYL	COLLAR	10860 MEADOWSWEET LN	ROSCOE	IL	61073	905	D
LARRY	COLLETT	969 AURA DR	ROCKFORD	IL	61108	1413	D
ANGELA	COLLINS	8410 HICKORY TREE DR	MACHESNEY PARK	IL	61115	415	D
SUSAN	COOLING	5411 KILBURN AVE	ROCKFORD	IL	61101	1413	D
KATRINA	COSSEY	302 WILLARD AVE	ROCKFORD	IL	61101	CITY	D
THERESA	COX	12492 FARM SCHOOL RD	DURAND	IL	61024	501	D
STEVEN	CRICK	6032 DURRINGTON ST	LOVES PARK	IL	61111	416	D
JAMES	CROW	5735 KNOLLWOOD RD	ROCKFORD	IL	61107	1405	D
MARY LYNN	CUNNINGHAM	1714 MANCHESTER ST	SOUTH BELOIT	IL	61080	1005	D
DARLENE	CURNES	315 W SOUTH ST	DURAND	IL	61024	302	D

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**WINNEBAGO COUNTY
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				JUNE 1, 2024			
ALAN	CWIKLO	312 BELLAIRE DR	WINNEBAGO	IL	61088	1302	D
WANDA	CWIKLO	312 BELLAIRE DR	WINNEBAGO	IL	61088	1302	D
CAROL	CYRE	150 W RUSSELL ST UNIT 8	ROCKTON	IL	61072	911	D
SOPHIA	DARR	3705 FLAMBEAU DR	ROCKFORD	IL	61114		D
DANIEL	DAVIS	609 LINCOLN PARK BLVD	ROCKFORD	IL	61102	1404	D
LOSSIE	DAVIS	1608 CENTER ST	SOUTH BELOIT	IL	61080	903	D
MARY	DAVIS	604 ALBERT AVE	ROCKFORD	IL	61101	CITY	D
MICHELLE	DAY MC KENNA	10498 CRIMSON DR	MACHESNEY PARK	IL	61115	404	D
PAMELA	DE JONG	319 - 29TH ST	ROCKFORD	IL	61108	CITY	D
TAMMIE	DEAN	7701 RANDY RD	MACHESNEY PARK	IL	61115	402	D
JOSEPH	DECHO	6553 SUTTER DR	ROSCOE	IL	61073	414	D
DAVID	DEEM	8451 HICKLRY TREE DT	MACHESNEY PARK	IL	61115	415	D
ALLEN	DUERKSEN	1411 DIXIE DR	ROCKFORD	IL	61108	1430	D
LUCILLE	DUERST	13822 CENTER RD	DURAND	IL	61024	601	D
DENISE	DUGUAY	2670 TIMBER TRL	ROCKFORD	IL	61107	1433	D
TRISHA	DUNAWAY	843 BLACKHAWK BLVD	SOUTH BELOIT	IL	61080	903	D
LORA	EDWARDS	4210 S MERIDIAN RD	ROCKFORD	IL	61102	1431	D
ELIZABETH FAYE	ELLIS	8668 SPRINGWOOD CT	ROSCOE	IL	61073	415	D
DEBORAH	ENGLUND	11873 RIVER HILLS PKY	ROCKTON	IL	61072	905	D
JEFFREY	ENGSTROM	5527 CIRRUS CT	ROCKFORD	IL	61109	202	D
CHARLES	ENRIGHT	13128 GLENCREE LN	ROCKTON	IL	61072	1015	D
MARLENE	EVANS	1857 MILLBROOK LN	CHERRY VALLEY	IL	61016	1426	D
MICHAEL	EVISTON	5094 COACH LITE TRL	LOVES PARK	IL	61111	426	D
JUDITH	FABIANO	7265 DUSTY TRL	ROSCOE	IL	61073	424	D
DOLORES	FARMER	503 W HOWARD ST	DURAND	IL	61024	302	D
CATHERINE	FEDOR	2250 LANCASTER RD	CHERRY VALLEY	IL	61016	1413	D
MARY	FENNELL	7961 KAHALA CT	ROCKFORD	IL	61107	1405	D
MICHAEL	FENNELL	7961 KAHALA CT	ROCKFORD	IL	61107	1405	D
REID	FERGUSON	6281 OWEN CENTER RD	ROCKFORD	IL	61101	702	D
MARK	FIORIELLO	6353 RENAISSANCE DR	LOVES PARK	IL	61111	427	D
BARBARA	FLORES	15813 ANDERSON RD	DURAND	IL	61024	601	D
PAULA	FLUEGEL	120 THISTLEWOOD TRL	ROCKTON	IL	61072	910	D

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		JUNE 1, 2024					
LAURA	FOREMAN	7262 PRICE DR	MACHESNEY PARK	IL	61115		D
MACKENSIE	FORRESTER	109 W WARREN ST	ROCKTON	IL	61072	901	D
CHARLES	FRANKLIN	705 HOLLYBROOK DR	MACHESNEY PARK	IL	61115	419	D
SARAH	FRERIKS	8448 CENTAUR DR	MACHESNEY PARK	IL	61115	413	D
ASHLEY	FURGASON	323 S ROCKFORD AVE	ROCKFORD	IL	61104	CITY	D
ARIANNA	GARCIA	984 LAKEWOOD DR	ROCKFORD	IL	61102	1415	D
SOLOMON	GARCIA	984 LAKEWOOD DR	ROCKFORD	IL	61102	1415	D
ANTOINETTE	GASSMAN	7705 RANDY RD	MACHESNEY PARK	IL	61115	402	D
JEAN	GELLER	4810 SPRING BROOK RD	ROCKFORD	IL	61114	1415	D
MARY LYNN	GIDDENS	771 AURA DR	ROCKFORD	IL	61108	1413	D
BRADLEY	GILBAUGH	6297 VALHALLA DR	LOVES PARK	IL	61111	418	D
MARLENE	GILSZMER	3450 VALLEY WOODS DR	CHERRY VALLEY	IL	61016	212	D
DIANE	GORDON	4256 SPARROW HAWK DR.	LOVES PARK	IL	61111	1432	D
TRICIA	GRAHAM	541 CLARK ST	SOUTH BELOIT	IL	61080	903	D
CHRISTINE	GREEN	190 S. SPIELMAN RD	PECATONICA	IL	61063	1101	D
MARY	GRIFFIN	4630 CHARLES ST	ROCKFORD	IL	61108	1412	D
CONNIE	GROSHANS	2016 WINTERS DR	LOVES PARK	IL	61111	410	D
SALVADOR	GUERRERO	531 INDIAN TER	ROCKFORD	IL	61103	CITY	D
WENDY	HAINCHEK	13322 MARY LYNN DR	ROCKTON	IL	61072	1201	D
SHARON	HALL	4617 PINE AL DR	MACHESNEY PARK	IL	61115	413	D
ROGER	HAMAND	1032 WINDBOURNE DR	MACHESNEY PARK	IL	61115	411	D
LAURIE	HAMDANI	1819 OLD WOOD RD	ROCKFORD	IL	61107	1414	D
GIGI	HAMMOND RICHMOND	825 HARLEM RD	MACHESNEY PARK	IL	61115	411	D
JOSEPHINE	HARDEN	4799 TREEVIEW TERR	ROCKFORD	IL	61109	211	D
DION	HARRIS	810 HORSMAN ST	ROCKFORD	IL	61103	CITY	D
WILLIAM	HAZER	337 PENNSYLVANIA AVE	LOVES PARKI	IL	61111	1451	D
YEFANG	HE	15567 BRYDEN DR	SOUTH BELOIT	IL	61080	1005	D
LENNART	HEDMAN	4353 WALTHAM RD	ROSCOE	IL	61073	1015	D
CATHERINE	HEILMAN	521 TANYA CT	MACHESNEY PARK	IL	61115	419	D
MARY	HELS JAGER	5677 N MERIDIAN RD	ROCKFORD	IL	61101	701	D
REBECCA	HENDERSON	9788 ZINNIA DR	MACHESNEY PARK	IL	61115	419	D
TRISTAN	HENDLER	1101 CARMAN DR	DURAND	IL	61024	301	D

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				JUNE 1, 2024			
BONNIE	HERRLI	614 E STATE ST	FERRY VALLEY	IL	61016	201	D
DAVID	HIGHTOWER	1985 WILL JAMES RD	ROCKFORD	IL	61109	1408	D
H TYLER	HILLMAN	4269 SAFFORD RD	ROCKFORD	IL	61101	1402	D
RICHARD	HIMMEL	801 HOSMER ST	LOVES PARK	IL	61115	1451	D
GEORGIANNE	HIPPMAN BELL	5683 BUTTERCUP LN	MACHESNEY PARK	IL	61115	415	D
SUSAN	HOFFMANN	4206 RIVER HAWK DR	LOVES PARK	IL	61111	1432	D
BONNIE	HOLLISTER	5731 KUTZKE CT	SOUTH BELOIT	IL	61080	1004	D
GERRI	HOOD	1924 MIDWAY RD	ROCKFORD	IL	61101	CITY	D
KELSEY	HOOD CHRISTENSON	317 E MECHANIC ST	ROCKTON	IL	61072	913	D
EFFIE	HOPPE	PO BOX 41	SEWARD	IL	61077	1101	D
EUGENE	HOUSTON	8234 N. ALPINE RD	MACHESNEY PARK	IL	61115	411	D
WILLIAM	HOWE	4586 WILD DEER TRL	ROSCOE	IL	61073	1010	D
GLORIA	HYATTE	2104 MONTAGUE RD	ROCKFORD	IL	61102	1431	D
JERELYN	JACKSON	1521 ROXBURY CT	DAVIS	IL	61016	601	D
ERMA	JACKSON ADAMS	420 OAKLAND AVE.APT 6	SOUTH BELOIT	IL	61080	906	D
JAMES	JAHN	10196 TYBOW TRL	ROSCOE	IL	61073	424	D
LINDA	JAMES	4654 BEDFORDSHIRE DR	LOVES PARK	IL	61111	418	D
PEGGY	JOACHIM	4692 BEDFORDSHIRE DR	LOVES PARK	IL	61111	418	D
DAGNY	JOHNSON	15623 SIENNA CT	SOUTH BELOIT	IL	61080	1005	D
HANNAH	JOHNSON	5918 KIRKWOOD CT	ROCKFORD	IL	61109	1409	D
HARLAN	JOHNSON	852 LAKEWOOD DR	ROCKFORD	IL	61102	1404	D
MILDRED	JOHNSON	2901 SEARLES AVE APT E-213	ROCKFORD	IL	61101	1401	D
BRIEN	JOHNSTON	6015 WINDFLOWER WAY	ROSCOE	IL	61073	417	D
JASON	JUARES	13763 BRIARWOOD LN	ROSCOE	IL	61073	1414	D
CHERYL	KAMMERUD	6874 CHANDELIER DR	LOVES PARK	IL	61111	427	D
STEVEN	KAMMERUD	6874 CHANDELIER DR	LOVES PARK	IL	61111	427	D
LUCILLE	KEILBACK	214 S SWIFT ST BOX 2	WINNEBAGO	IL	61088	1301	D
CONSTANCE	KEYES	6725 SHIRLAND RD	ROCKTON	IL	61072	1201	D
GARY	KIELAR	1927 WISTERIA RD	ROCKFORD	IL	61107	1415	D
DALE MARY	KINDELL	6503 LANTERNE DR	LOVES PARK	IL	61111	426	D
DEBRA	KITTLESON	8525 ROTE RD	ROCKFORD	IL	61107	1433	D
JEAN	KLEMME	1841 OLD OAKS CT	ROCKFORD	IL	61108	CITY	D

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DEMOCRATIC ELECTION JUDGES

				JUNE 1, 2024			
JOHN	KOCHER	12853 STAMFORD LN	ROSCOE	IL	61073	1015	D
SETH	KOCHHEISER	11414 VALERIAN WAY	ROSCOE	IL	61073	905	D
DEBORAH	KONSTANT	1711 S. PECATONICA RD	PECATONICA	IL	61063	1101	D
COLLEEN	KOSBERG	2192 JONQUIL PL.	ROCKFORD	IL	61107	CITY	D
ELIZABETH	KRIEDEMAN SETTLE	2016 - 3RD AVE	ROCKFORD	IL	61104	CITY	D
JULEA	KROHN	570 GERSHWIN LN	MACHESNEY PARK	IL	61115	421	D
REX	KROHN	570 GERSHWIN LN	MACHESNEY PARK	IL	61115	421	D
ELIZABETH	KRONSCHNABL	13352 STAMFORD LN	ROCKTON	IL	61072	1015	D
KIMBERLY	KUBORN	3672 SONGBIRD LN	CHERRY VALLEY	IL	61016	205	D
PATRICIA	LA DUE	305 S BLUFF ST	SOUTH BELOIT	IL	61080	903	D
TERRI	LABUNSKI	148 W. RIVER ST	ROCKTON	IL	61072	911	D
CLAUDIS	LAMBERT	8040 TOWERMONT DR	ROCKFORD	IL	61102	1302	D
JULIE	LAMPHER	2582 FISHER RD	SOUTH BELOIT	IL	61080	911	D
LINDSEY	LANCASTER	1011 TAMWORTH DR	MACHESNEY PARK	IL	61115	411	D
SHARON	LANDOLT	9872 TELEGRAPH RD	WINNEBAGO	IL	61088	101	D
LANCELOT	LANE	6425 SUNNY MEADOW DR	MACHESNEY PARK	IL	61115	425	D
STEPHEN	LANGLEY	9188 KIPLING WAY	MACHESNEY PARK	IL	61115	425	D
MICHAEL	LARSON	217 PARK AVE	SOUTH BELOIT	IL	61080	1005	D
LAURA	LAUGHLIN	9692 BAGLY DR APT 3	ROSCOE	IL	61073	414	D
GEORGIA	LEE	8249 BEACH DR	ROCKFORD	IL	61103	701	D
GEORGIA	LEE SCOTT	8249 BEACH DR	ROCKFORD	IL	61103	701	D
SYLVIA	LEUELLEN	51 MARQUETTE RD	MACHESNEY PARK	IL	61115	405	D
CLINT	LITTLE	6609 TORCH LITE TRL	LOVES PARK	IL	61111	427	D
JEROME	LUND	6446 BARKRIDGE RD	ROSCOE	IL	61073	414	D
SANDRA	LYNN	1643 BEN FRANKLIN RD	ROCKFORD	IL	61108	1430	D
FELICIA ANDERSON	MACK	6321 MYRTLE LN	ROCKFORD	IL	61108	1426	D
MARY ANN	MADEY	945 HIGH POINT DR	ROCKTON	IL	61072	911	D
MICHAEL	MANLEY	3889 GRAY FOX RUN	ROCKFORD	IL	61114	1433	D
TIMOTHY	MARSHALL	3028 BEUTELL LN	MACHESNEY PARK	IL	61115	425	D
CHRISTIAN	MARTIN	4216 TALLWOOD AVE	ROCKFORD	IL	61114	CITY	D
BEVERLY	MARTINDALE	5701 KIRKWOOD DR	ROCKFORD	IL	61109	1409	D
MARIO	MARTINEZ	158 VINCENT AVE	ROCKFORD	IL	61102	1404	D

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**WINNEBAGO COUNTY
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KENT	MAXTED	4207 OSTRANDER RD	ROCKFORD	IL	61107	1415	D
RICHARD	MAYER	4461 STAMFORD CT	ROSCOE	IL	61073	1015	D
VICTORIA	MAYER	7729 S. MAIN ST	ROCKFORD	IL	61102	1427	D
MARGARET	MAYNARD	4820 SPRING CREEK RD	ROCKFORD	IL	61114	1415	D
AMBER	MC BRIDE	930 INGERSOLL PL	SOUTH BELOIT	IL	61080	1005	D
BRUCE	MC BRIDE	930 INGERSOLL PL	SOUTH BELOIT	IL	61080	1005	D
WILMA	MC BRIDE	113 NEWMAN ST APT 2	DURAND	IL	61024	301	D
MICHAEL	MC CARTHY	540 CLIFFORD AVE APT 414	LOVES PARK	IL	61111	1455	D
MARILEE	MC CLENTHEN	823 CACTUS CT	MACHESNEY PARK	IL	61115	419	D
SANDRA	MC CORMICK	502 S GOODLING ST	WINNEBAGO	IL	61088	1303	D
TERESA	MC CORMICK	6435 BALBOA ST	ROCKFORD	IL	61109	RK 9	D
AMANDA	MC COY	7639 SOMMERVILLE ST	MACHESNEY PARK	IL	61115	407	D
MICHAEL	MC GINNIS	10295 RAY DR	ROSCOE	IL	61073	424	D
CONNIE	MC GREGOR	2001 GLENVIEW RD	ROCKFORDD	IL	61107	1414	D
PENNY	MC GUIRE	4627 WHITE OAK AVE	ROCKFORD	IL	61114	1415	D
JENIFER	MC MAHON	338 BURRWOOD AVE	LOVES PARK	IL	61111	1451	D
ERIC	MEAD	3110 GOLDEN PRAIRIE AVE	ROCKFORD	IL	61109	206	D
SARAH	MEADUS	12860 ANNAPOLIS RD	ROCKTON	IL	61073	910	D
MYLA	MEEKS	4167A PACKARD PKY	ROCKFORD	IL	61101	CITY	D
THOMAS	MESSER	5752 KUTZKE CT	SOUTH BELOIT	IL	61080	1004	D
KRISTINE	MICHELBAACH	807 ANNA AVE	LOVES PARK	IL	61111	402	D
NICOLAI	MIKOS	6401 SMOKE TREE CIR	ROSCOE	IL	61073	414	D
ERIN	MILLER	4919 VAIL DR	CALEDONIA	IL	61011	401	D
MARTHA	MILLER BYRNES	4226 WILLOWS LN	ROCKFORD	IL	61101	CITY	D
JAMES	MILOS	1247 ROXBURY RD	ROCKFORD	IL	61107	1405	D
LYNN	MITCHELL	6602 ARGYLE RD	CALEDONIA	IL	61011	61011	D
RENI	MITCHELL	540 CLIFFORD AVE APT 1004	LOVES PARK	IL	61111	1455	D
ROBERTA	MOHAMED	6753 SQUIRE LN	LOVES PARK	IL	61111	427	D
PAMELA	MONROE	907 HIGH POINT DR	ROCKTON	IL	61072	911	D
JEANETTE	MOORE	7471 WILD OATS TRL	CHERRY VALLEY	IL	61016	205	D
JOAN	MOORE	524 VALLEY FORGE TRL	ROCKTON	IL	61072	913	D
JUAN	MORA	261 E GREENVIEW AVE	MACHESNEY PARK	IL	61115	405	D

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**WINNEBAGO COUNTY
DEMOCRATIC ELECTION JUDGES**

		JUNE 1, 2024					
DONALD	MORGAN	1543 PIER DR	DAVIS	IL	61019	601	D
HARRY	MORRIS	1234 INGRAM RD	ROCKFORD	IL	61108	1430	D
TRICIA	MORROW	1209 ARNOLD AVE	ROCKFORD	IL	61108	CITY	D
JUDY	MOSHER	3173 SUMMERWIND ST	ROCKFORD	IL	61114	1433	D
MARC	MOTTER	11102 BORAGE TRL	ROSCOE	IL	61073	905	D
MICHAEL	MURPHY	616 BYRNES DR	ROCKTON	IL	61072	908	D
RICHARD	MURPHY	7191 MULLINSHIRE WAY	MACHESNEY PARK	IL	61115	425	D
ADAM	NEBLOCK	1144 DEARBORN AVE	SOUTH BELOIT	IL	61080	1005	D
BEVERLY	NEFF	7874 BURR OAK RD	ROSCOE	IL	61073	1006	D
ROSALIE	NELSON	1128 FOX CHASE LN	ROCKFORD	IL	61107	CITY	D
ELIZABETH	O CONNOR	2308 SILVERTHORN DR	ROCKFORD	IL	61107	CITY	D
DOROTHY	O'BRIEN	831 BRAE BURN LN.	ROCKFORD	IL	61107	1433	D
MARIA	OLIVERI	5026 WIL ACRE DR	LOVES PARK	IL	61111	427	D
KAYETTA	OLSON	121 GOODHUE ST	SOUTH BELOIT	IL	61080	903	D
CYNTHIA	ONLEY	6435 BALBOA ST	ROCKFORD	IL	61109	1409	D
MARY	ORLANDI	604 MUTTON DR	WINNEBAGO	IL	61088	1303	D
JIM	OWEN	9710 CENTER RD	DURAND	IL	61024	302	D
LOUISE	OWEN	9710 CENTER RD	DURAND	IL	61024	302	D
ROBERT	PARKER	2213 ARNOLD AVE	ROCKFORD	IL	61108	1412	D
RICHARD	PARRY	5098 TALATON ST	LOVES PARK	IL	61111	426	D
KATHRYN	PATERSON	4223 LAKESIDE DR	ROCKFORD	IL	61101	1401	D
PAMELA	PAULETTO	1187 ARNOLD AVE	ROCKFORD	IL	61108	CITY	D
GWENDOLYN	PAYNE	5652 OAK VILLAGE DR	ROSCOE	IL	61073	1011	D
JEANETTE	PELOSO	7052 SUE CT	LOVES PARK	IL	61111	1433	D
HELEN	PENIX	4541 LINVIEW DR	ROCKFORD	IL	61109	206	D
LIBBY	PEREZ	14500 SAUNDERS RD	PECATONICA	IL	61063	804	D
JODY	PERRECONI	5364 WOODLAND POND LN	LOVES PARK	IL	61111	427	D
MARIA	PESINA	232 WILSHIRE BLVD	MACHESNEY PARK	IL	61115	405	D
RONALD	PETERSEN	11869 LOVE RD	ROSCOE	IL	61073	1009	D
KATIE	PETERSON	11190 LINDEN BLOSSOM LN	ROSCOE	IL	61073	905	D
KATHY	PETRIE	5045 ROUND ROCK ST	LOVES PARK	IL	61111	413	D
PERTINA	PORCHIA	1213 CLOVER AVE	ROCKFORD	IL	61102	CITY	D

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WINNEBAGO COUNTY

DEMOCRATIC ELECTION JUDGES

				JUNE 1, 2024			
DAVID	POSLEY	7274 KEYSTONE PL	LEDONIA	IL	61011	401	D
CECELIA	POWELL	2801 EDELWEISS RD	ROCKFORD	IL	61109	CITY	D
DEBRA	PRYOR	3419 LATHAM ST	ROCKFORD	IL	61103	CITY	D
LINDA	PULVER	10911 3RD ST	ROSCOE	IL	61073	1007	D
MARK	QUAST	127 GRAND BLVD	LOVES PARK	IL	61111	1452	D
MICHAEL	QUINN	5006 KELVINDALE RD APT C	LOVES PARK	IL	61111	426	D
CHERYL	RAMCZYK	9720 ORLANDO ST	MACHESNEY PARK	IL	61115	408	D
ROBERT	RAMIREZ	801 ALLEN AVE	SOUTH BELOIT	IL	61080	1005	D
HANNAH	RAMIREZ PORTER	8309 BOBOLINK DR	MACHESNEY PARK	IL	61115	411	D
MILAGRAS	RAMOS	707 WOODLAWN AVE	ROCKFORD	IL	61103	CITY	D
SARAH	RASMUSSEN	1212 ALDRIN RD	ROCKTON	IL	61072	910	D
JOYCE	RAYBORN	7220 CORNFLOWER RD	CHERRY VALLEY	IL	61016	201	D
MARCELLA	REEVES	1405 SENTRY DR	DURAND	IL	61024	301	D
MARSHALL	REEVES	1405 SENTRY DR	DURAND	IL	61024	301	D
KATHLEEN	REHAK	554 HOMESTEAD LN	ROCKFORD	IL	61102	1404	D
WILLIAM	REYES	4632 LINDBLOOM LN	CHERRY VALLEY	IL	61016	211	D
KENNETH	RING	1702 CLAREMONT RD	ROCKFORD	IL	61108	1412	D
CHRISTINE	RIZZIO	5389 SUNBIRD DR	LOVES PARK	IL	61111	423	D
GENE	ROCKEY	12394 SERENE DR	DURAND	IL	61024	501	D
M SUSAN	ROCKWELL	5325 EAST DR	LOVES PARK	IL	61111	1452	D
GREGORY	ROSENGREN	1588 GLEASMAN RD	ROCKFORD	IL	61103	701	D
CLIFFORD	RUNYARD	9422 BALDWIN DR	MACHESNEY PARK	IL	61115	408	D
LOTTIE	RUSSEY	1291 BERGSTROM RD	ROCKFORD	IL	61103	702	D
KATTIE	RUSSEY STARNES	310 HEMLOCK LN	ROCKFORD	IL	61107	CITY	D
ARIELLA	RUTLEDGE	4552 ROLLINGSFORD LN	ROSCOE	IL	61073	1010	D
STEVEN	RYDHOLM	7220 SORGHUM LN	CHERRY VALLEY	IL	61016	205	D
ANDRE	SANDOVAL	12844 RIVERTON PL	WINNEBAGO	IL	61088	804	D
JANE	SCHAMELL	7875 NAN DR	ROSCOE	IL	61073	424	D
JOHN	SCHAMELL	7875 NAN DR	ROSCOE	IL	61073	424	D
PAUL	SCHIMONDLE	6611 KRISTINES WAY	SOUTH BELOIT	IL	61080	1002	D
SHIRLEY	SCHOONOVER	5824 CYPRESS LN	MACHESNEY PARK	IL	61115	415	D
ROBERT	SCHUCKMELL	6393 VALLEY KNOLL DR	ROCKFORD	IL	61109	203	D

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**WINNEBAGO COUNTY
DEMOCRATIC ELECTION JUDGES**

RYLEY	SCHULTZ	1726 EVANS AVE	LOVES PARK	IL	61111	410	D
KATHY	SCHUM	3789 N TRAINER RD	ROCKFORD	IL	61114	CITY	D
KC	SHANK	7206 MILDRED RD	MACHESNE PARK	IL	61115	402	D
DANA	SHEEHAN	6513 TWIN DEER RUN	ROSCOE	IL	61073	414	D
ALBERT	SIEGENER	2317 SPRING BROOK AVE	ROCKFORD	IL	61107	1415	D
DAVID	SILGER	2412 SPRING BROOK AVE	ROCKFORD	IL	61107	1415	D
MAUREEN	SIMEK	4156 COKESBURY RD	ROCKFORD	IL	61103	CITY	D
MICHAEL	SIMMONS	4210 S MERIDIAN RD	ROCKFORD	IL	61102	1431	D
SHARON	SIMONS	4635 VEGA CT	MACHESNEY PARK	IL	61115	422	D
MATTHEW	SLADE	109 SCOTT CT	DURAND	IL	61024	301	D
ROSEANN	SLAGHT	5178 HUTCHISON DR	SOUTH BELOIT	IL	61080	1005	D
GLADYS	SMITH	6919 REX CT	ROCKFORD	IL	61102	1404	D
LARRY	SMITH	11121 MILLER LN	MACHESNEY PARK	IL	61115	404	D
PATRICIA	SMITH	8552 TERRANG CT	MACHESNEY PARK	IL	61115	413	D
RICHARD	SMITH	4627 WHITE OAK AVE	ROCKFORD	IL	61114	1415	D
WILLIE	SMITH	7302 KEYSTONE PL	CALEDONIA	IL	61011	401	D
LINDA	SPELMAN	3292 S MERIDIAN RD	ROCKFORD	IL	61102	1431	D
BARBARA	ST CLAIR	250 BIENTERRA TRL #217	ROCKFORD	IL	61107	CITY	D
DU WAYNE	STANIS	1339 SANDY POINT DR	MACHESNEY PARK	IL	61103	702	D
MARVELINE	STATEN	1201 MICHIGAN AVE	ROCKFORD	IL	61102	CITY	D
ROBERT	STEVENS	7987 CRICKLEWOOD DR	ROSCOE	IL	61073	1003	D
PAMELA	STOCK	3510 HIGHCREST RD	ROCKFORD	IL	61107	1414	D
WILLIAM	STOUT	1275 CHADBOURNE DR	DAVIS	IL	61019	601	D
ANGELIKA	STRECK	211 COLLINS DR	ROCKTON	IL	61072	908	D
THOMAS	STRECK	211 COLLINS DR	ROCKTON	IL	61072	908	D
TERRENCE	SULLIVAN	14854 PALMER RD	SOUTH BELOIT	IL	61080	1004	D
SCOTT	SUMA	554 HOMESTEAD LN	ROCKFORD	IL	61102	1404	D
KATHERINE	SWAIN	410 PINE WHITE RD UNIT 2	ROSCOE	IL	61073	1012	D
JONATHAN	TAMAYO	7135 RALPH RD	ROCKFORD	IL	61109	1408	D
BRAD	TAYLOR	1218 COLONIAL DR	MACHESNEY PARK	IL	61115	402	D
LINDA	TAYLOR	4216 TALLWOOD AVE	ROCKFORD	IL	61114	CITY	D
JULIE	THOMPSON	736 NASSAU PKWY	ROCKFORD	IL	61107	1405	D

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WINNEBAGO COUNTY

DEMOCRATIC ELECTION JUDGES

				JUNE 1, 2024			
THOMAS	THOMPSON	1417 RANDALL DR	ROCKFORD	IL	61108	1430	D
JO AN	TODD	4810 WHITE OAK AVE	ROCKFORD	IL	61114	1415	D
CAROLYN	TRATNIK	526 PARKWAY AVE	LOVES PARK	IL	61111	1455	D
WILLIAM	TRATNIK	526 PARKWAY AVE	LOVES PARK	IL	61111	1455	D
VICTORIA	TURNMIRE	5372 GETTYSBURG DR	LOVES PARK	IL	61111	416	D
KURT	UNTERSEE	9701 COUNTRY KNOLLS DR	ROSCOE	IL	61073	424	D
BRENDA	VAN HAUEN	BOX 82	SEWARD	IL	61077	1101	D
CHRISTOPHER	VAN SICKLE	5040 MARIPOSA CT	ROCKFORD	IL	61108	1412	D
NANCY	VAN SICKLE	5040 MARIPOSA CT	ROCKFORD	IL	61108	1412	D
CARLA	VASSMER	2010 N WELDON RD	WINNEBAGO	IL	61088	1302	D
DONALD	VAYR	1013 JESSICA TRL.	WINNEBAGO	IL	61088	1304	D
HERLINDO	VEGA	4873 DELLVIEW DR	ROCKFORD	IL	61109	211	D
DAR LYNN	VENNE	12372 DURHAM DR	ROSCOE	IL	61073	1009	D
ADRIANA	VILLAGOMEZ	913 OAKMONT PL	ROCKFORD	IL	61107	1405	D
GAIL	VYE	305 GLENDALE RD	LOVES PARK	IL	61111	1451	D
VIRGINIA	WACHTER	4318 HONONEGAH RD	ROSCOE	IL	61073	1011	D
JUDY	WAGNER	15545 SUMMERBROOKE LN	SOUTH BELOIT	IL	61088	1005	D
STEWART	WALK	2330 NEW MILFORD SCHOOL RD	ROCKFORD	IL	61109	1409	D
DAVID	WALLER	209 E SOUTH ST BOX 474	DURAND	IL	61024	301	D
FRANCES	WALLER	209 E SOUTH ST BOX 474	DURAND	IL	61024	301	D
DENISE	WALSH	12587 BAKER RD	DURAND	IL	61024	601	D
JEANETTE	WALTZ	3329 TWIN RIDGE LN	ROCKFORD	IL	61109	206	D
TERRY	WATKINS	4492 SCENIC DR	ROCKFORD	IL	61109	204	D
JULIE	WAY	7860 TOWERMONT DR.	ROCKFORD	IL	61102	1302	D
MARY	WEIMERSKIRK	5615 GREY DOVE CT	ROCKFORD	IL	61109	202	D
KATHLEEN	WELTE	4790 HUXLEY DR	ROCKFORD	IL	61101	1401	D
RONALD	WELTE	4790 HUXLEY DR.	ROCKFORD	IL	61101	1401	D
ELENOR	WHITE	200 S MOORE ST	SOUTH BELOIT	IL	61080	903	D
RICHARD	WHITE	3029 OLD CHAPEL RD	ROCKFORD	IL	61109	206	D
THERESA	WILKE	10711 MOATE RD	DURAND	IL	61024	501	D
JOSEPH	WILKINS	2321 HALSTED RD APT 417	ROCKFORD	IL	61103	CITY	D
BRIAN	WILLEMOT	4178 TUMBLEWEED TRL	LOVES PARK	IL	61111	1432	D

**WINNEBAGO COUNTY
DEMOCRATIC ELECTION JUDGES**

		JUNE 1, 2024						
JACQUELINE	WILLIAMS	9304 N 2ND ST	MACHESNEY PARK	IL	61115	408	D	
KEITH	WILLIAMS	3462 CHAD ST	ROCKFORD	IL	61102	1431	D	
MOLLY	WILLIAMS	800 OTTO RD	MACHESNEY PARK	IL	61115	421	D	
CORRI	WILSON	4729 ARVADA DR	LOVES PARK	IL	61111	422	D	
PAUL	WIXOM	1036 WESTRIDGE DR	ROCKFORD	IL	61102	1302	D	
DARLENE	WOODRUFF	11049 DONALD DR.	ROSCOE	IL	61073	1007	D	
DENZIL	WYNTER	1124 N MAIN ST	ROCKFORD	IL	61103	CITY	D	
BARBARA	YAHN	1040 HARBORTOWN GREEN	ROCKFORD	IL	61103	701	D	
BETH	ZIMMERMAN	1004 LATHAM RD	ROCKFORD	IL	61103	702	D	

WINNEBAGO COUNTY

REPUBLICAN ELECTION JUDGES

JUNE 1, 2024							
NADINE	AARVIG	4873 LINDEN RD APT 111	ROCKFORD	IL	61109	CITY	R
PATTI	ABATE	2640 FISK AVE	ROCKFORD	IL	61102	1431	R
VICTOR	ABATE	2640 FISK AVE	ROCKFORD	IL	61102	1431	R
DIANE	ADAMS	405 TRADING POST TRL	ROCKTON	IL	61072	913	R
ELLA	ADAMS	917 GLEN FOREST DR LOT 14	MACHESNEY PARK	IL	61115	421	R
JODY	ADAMS FORTE	3319 CAVENDISH DR	ROCKFORD	IL	61109	203	R
DEBORAH	AINSWORTH	7457 JOY LN	ROSCOE	IL	61073	424	R
DUFFEY	AINSWORTH	7457 JOY LN	ROSCOE	IL	61073	424	R
MICHAEL	ALBANO	4522 LOST TRL	ROCKFORD	IL	61101	703	R
JANE	ALMASY	112 S. WESTMORELAND AVE	ROCKFORD	IL	61102	1404	R
JODI	AMANS	6502 TIMBERLEAF CT UNIT 4	LOVES PARK	IL	61111	423	R
DAVID	ANDERSON	8303 MC CURRY RD	ROSCOE	IL	61073	1003	R
DONALD	ANDERSON	5404 PAULSON RD	CALEDONIA	IL	61011	401	R
VICKIE	ANDERSON	5404 PAULSON RD	CALEDONIA	IL	61011	401	R
ERIK	ANDREWS	4621 HIGH POINT DR APT 4	ROCKFORD	IL	61114	CITY	R
GILLIAN	ARREGUIN	6053 WINDFLOWER WAY	ROSCOE	IL	61073	417	R
LINDA	AUGUSTINE	608 DAVID DR	WINNEBAGO	IL	61088	1303	R
TONYA	AUSTIN	739 DREXEL BLVD	MACHESNEY PARK	IL	61115	407	R
ANDREW	AWE	4617 N ROCKTON AVE	ROCKFORD	IL	61103	702	R
JACOB	BAKER	10138 MONARCH RD UNIT 4	ROSCOE	IL	61073	1012	R
WILLIAM	BARR	7811 LOUELLA DR	ROSCOE	IL	61073	424	R
SANDRA	BASEL	12028 SUMMIT CT	ROCKTON	IL	61072	911	R
SHARON	BATCHELOR	10121 WILLIAM TRL	ROSCOE	IL	61073	424	R
ROBERT	BAXTER	11704 PARKWAY DR	ROSCOE	IL	61073	1011	R
CATHERINE	BEACHEY	10025 LISMORE RD	ROSCOE	IL	61073	1001	R
LISA	BEARDSWORTH	4081 ST JOHN DR	ROCKFORD	IL	61102	1431	R
VALERIE	BENDEL	PO BOX 16022	LOVES PARK	IL	61132	404	R
DAVID	BENNETT	6935 BUTTERFIELD DR	CHERRY VALLEY	IL	61016	211	R
BRANDY	BERG	12014 OLD RIVER RD	ROCKTON	IL	61072	911	R
KENNETH	BERGER	2747 KENSINGTON PL	ROCKFORD	IL	61109	203	R
LYNNE	BERGLUND	205 W. RIVER ST	ROCKTON	IL	61072	913	R
DAVID	BERNARDI	4706 HIGHCREST RD	ROCKFORD	IL	61107	1415	R

WINNEBAGO COUNTY

REPUBLICAN ELECTION JUDGES

		JUNE 1, 2024						
BARBARA	BETTS	722 SHERIDAN DR	LOVES PARK	IL	61111	1455	R	
GARY	BETTS	722 SHERIDAN DR	LOVES PARK	IL	61111	1455	R	
TYLER	BIBA	8347 LEESBURG CT	ROCKFORD	IL	61114	1433	R	
JANE	BLOCK	3470 N ALPINE RD	ROCKFORD	IL	61114	CITY	R	
BARTHOLOMEW	BLOESE	1307 WALLACE PKY	ROCKTON	IL	61072	908	R	
DAWN	BLOOMFIELD GOIKE	4462 SOUTH BEND RD	ROCKFORD	IL	61109	1408	R	
DANIEL	BOCK	5828 DALE AVE APT 3	LOVES PARK	IL	61111	1455	R	
BEVERLY	BOOK	232 E. 10TH ST	PECATONICA	IL	61063	803	R	
RICK	BOOK	1136 MADISON ST	PECATONICA	IL	61063	803	R	
BARBARA	BORCHARDT	4374 SOUTH BEND RD	ROCKFORD	IL	61109	1408	R	
JILL	BOSELNMAN	298 MERRILL AVE	LOVES PARK	IL	61111	1452	R	
JUDITH	BOWERS	8960 MARINER DR	MACHESNEY PARK	IL	61115	422	R	
RONALD	BOXRUD	3028 WARWICKSHIRE DR	MACHESNEY PARK	IL	61115	425	R	
IRIS	BRADOW	4720 RAINBOW RDG	ROCKFORD	IL	61109	202	R	
CAROLYN	BRANCH	8453 FOREST PRESERVE RD	DURAND	IL	61024	1201	R	
STEPHEN	BRANCH	8453 FOREST PRESERVE RD	DURAND	IL	61024	1201	R	
JANICE	BRAWNER	909 GREGLYNN ST	MACHESNEY PARK	IL	61115	421	R	
STEVEN	BRAWNER	909 GREGLYNN ST	MACHESNEY PARK	IL	61115	421	R	
JO ANN	BRODER	5733 N ROCKTON AVE	ROCKFORD	IL	61103	702	R	
HELEN	BROMO	4260 SUNSET TER APT 112	LOVES PARK	IL	61111	1432	R	
GARY	BROWN	204 S. ELIDA ST	WINNEBAGO	IL	61088	1301	R	
HARRIET	BROWN	2211 TRILLIUM TRL	ROCKFORD	IL	61108	1426	R	
VERONICA	BROWN	8032 ELEVATOR RD	ROSCOE	IL	61073	1009	R	
JANE	BROWNING	14592 DONNALYNN DR	SOUTH BELOIT	IL	61080	1004	R	
GARY	BRUNO	5290 GLENN DR	ROSCOE	IL	61073	1010	R	
LAWRENCE	BUCKMAN	9842 DOUBLE DITCH CIR	ROSCOE	IL	61073	417	R	
JULIE	BULGER	2902 SPRING CREEK RD	ROCKFORD	IL	61107	CITY	R	
MARK	BUMBARD	10984 MOATE RD	DURAND	IL	61024	501	R	
SANDRA	BUMBARD	10984 MOATE RD	DURAND	IL	61024	501	R	
DONNA	BUNTON	3414 GOLDEN PRAIRIE AVE	ROCKFORD	IL	61109	206	R	
LARRY	BURNS	9310 DORAL FAIRWAY	ROCKFORD	IL	61103	701	R	
LOWELL	BURRUSS	11679 WAGON LN	ROSCOE	IL	61073	1012	R	

**WINNEBAGO COUNTY
REPUBLICAN ELECTION JUDGES**

JUNE 1, 2024								
DOUGLAS	BUSHMAN	7747 LA MAINE DR	ROCKFORD	IL	61103	701	R	
ALBERTA	BUTTERFIELD	9604 RITTER DR	MACHESNEY PARK	IL	61115	408	R	
RANDALL	BYE	6715 LINDBLOOM LN	CHERRY VALLEY	IL	61016	211	R	
MARIE	CAMPBELL	3523 SHELBURNE DR	ROCKFORD	IL	61109	203	R	
AUDREY	CAMPBELL WHITFORD	14330 COMLY RD	PECATONICA	IL	61063	1101	R	
CHARLES	CARLSON	10608 N ROCKTON AVE	ROCKTON	IL	61072	902	R	
NOLA	CARNINE	5950 CHESTNUT ST	ROSCOE	IL	61073	1007	R	
JANE	CARRELL	11446 WILD DEER TRL	ROSCOE	IL	61073	1010	R	
HARRY	CARTER	5629 AMALIE AVE	ROCKFORD	IL	61109	202	R	
TIMOTHY	CELNER	5650 INVERNESS DR	ROCKFORD	IL	61107	1405	R	
SANDRA	CHAMBERLIN	439 BAYFIELD RD	ROCKTON	IL	61072	1008	R	
THOMAS	CHAPMAN	2079 CHARNWOOD CT	MACHESNEY PARK	IL	61115	425	R	
JOHN	CHARBONNEAU	1103 CAMERON DR	DURAND	IL	61024	301	R	
FAYE	CHESTNUT	875 NIGHT OWL LN	ROSCOE	IL	61073	1001	R	
DAVID	CHRISTENSEN	15210 S BLUFF RD	SOUTH BELOIT	IL	61080	903	R	
PEGGY SUE	CLARK	511 W. SOUTH ST	DURAND	IL	61024	302	R	
WILLIAM	CLARK	306 RIVER LN	LOVES PARK	IL	61111	1452	R	
MARI	COLATORTI WESTRA	3945 S MILL RD	CHERRY VALLEY	IL	61016	205	R	
CYNTHIA	COSTELLO	4159 RIVERWOOD DR	LOVES PARK	IL	61111	1425	R	
JENNIFER	COTELLESO	4680 STIRRUP CUP CT	LOVES PARK	IL	61111	401	R	
DENISE	COVELL	11815 RIVER HILLS PKY	ROCKTON	IL	61072	905	R	
MARY	COX	4340 LEHIGHTON DOWNS DR	ROCKFORD	IL	61101	703	R	
SARAH	COYNE	5663 WHISPERING WAY	LOVES PARK	IL	61111	1432	R	
GEORGE	CREAL	10383 ATWOOD RD	ROSCOE	IL	61073	424	R	
DORY	CURNAYN	4184 WESTRIDGE DR	WINNEBAGO	IL	61088	804	R	
FRANK	CURNAYN, JR.	4184 WESTRIDGE DR	WINNEBAGO	IL	61088	804	R	
PATRICIA	CYR	5671 GENEVA CT	ROSCOE	IL	61073	RS 7	R	
DEBORAH	DAMMANN	1139 RAMONA TER	MACHESNEY PARK	IL	61115	402	R	
BARBARA	DAUBS	620 PARK VIEW ST	PECATONICA	IL	61063	802	R	
DONALD	DAVIDSON	1186 ROXBURY CL	ROCKFORD	IL	61107	1405	R	
KEVIN	DAVISSON	11334 JEFF DR	MACHESNEY PARK	IL	61115	421	R	
NANCY	DAVISSON	11334 JEFF DR	MACHESNEY PARK	IL	61115	421	R	

WINNEBAGO COUNTY

REPUBLICAN ELECTION JUDGES

				JUNE 1, 2024			
JOAN	DENNIS	5643 ROCKPORT RD	LOVES PARK	IL	61111	413	R
EDWARD	DESPOT	11872 BEND RIVER RD	ROSCOE	IL	61073	912	R
ANN	DIAMOND	4171 WILL ACRE DR	ROCKFORD	IL	61101	703	R
MICHAEL	DIAMOND	4171 WILL ACRE DR	ROCKFORD	IL	61101	703	R
ANGELA	DICKERSON BYE	6715 LINDBLOOM LN	CHERRY VALLEY	IL	61016	211	R
OWEN	DIDIER	1042 EDGEROW LN	ROCKFORD	IL	61102	1302	R
PHILIP	DIDIER	1042 EDGEROW LN	ROCKFORD	IL	61102	1302	R
JILL	DOBBS	14779 S. BLUFF RD	SOUTH BELOIT	IL	61080	903	R
PAULA	DODSON	330 BURRWOOD AVE	LOVES PARK	IL	61111	1451	R
CHERIE	DOMINGUEZ	607 S. HORACE AVE	ROCKFORD	IL	61102	CITY	R
LAURIE	DONOHOO	4260 SUNSET TER APT 202	LOVES PARK	IL	61111	1432	R
ROBERT	DORNBUSH	2901 SEARLES AVE APT E-208	ROCKFORD	IL	61101	1401	R
DEBORAH	DOWNER	5604 TALL PINES PKY APT 3	ROSCOE	IL	61073	417	R
RICHARD	DREHER	949 HIGH POINT DR	ROCKTON	IL	61072	911	R
WILLIAM	DROST	14991 LISTON AVE APT 4	SOUTH BELOIT	IL	61080	906	R
SUSAN	DUCETT	425 WEST ST	ROCKTON	IL	61072	902	R
MARY	DUNLAP	6061 BRIMFIELD LN	LOVES PARK	IL	61111	423	R
ELIZABETH	DYE	5918 KIRKWOOD CT	ROCKFORD	IL	61109	1409	R
JOHN	EDIE	5979 SOUTHDOWN LN	ROSCOE	IL	61115	417	R
WILLIAM	EDMUNDSON	1710 VAN STONE DR	MACHESNEY PARK	IL	61115	412	R
MATTHEW	ELLIOTT	524 PIN OAK RD	ROCKTON	IL	61072	1008	R
MELANIE	ELLIOTT	1002 RANDALL DR	ROCKFORD	IL	61108	1430	R
SUSAN	ELLIS	208 PHILLIPS DR	WINNEBAGO	IL	61088	1303	R
DENNIS	ELRICK	1707 WHITE OAK TRL	CHERRY VALLEY	IL	61016	1413	R
WILLIAM	EMMERT	1703 IVY HILL LN	WINNEBAGO	IL	61088	1302	R
PAMELA	ERICKSON	6440 BELVIDERE RD	ROSCOE	IL	61073	414	R
BONNIE	ESTRADA	1110 N. BLACKHAWK BLVD	ROCKTON	IL	61072	901	R
FREDERICK	FAUERBACH	12393 WINDSUM DR	ROSCOE	IL	61073	1009	R
JEANNE	FAUERBACH	12393 WINDSUM DR	ROSCOE	IL	61073	1009	R
PATRICIA	FIGELEY	15366 WEDGEWOOD DR	SOUTH BELOIT	IL	61080	1002	R
ALBERT	FISHER	8155 CLEARVIEW DR	ROCKFORD	IL	61102	1304	R
GAYLE	FOSS	529 THEODORE ST	LOVES PARK	IL	61111	1451	R

**WINNEBAGO COUNTY
REPUBLICAN ELECTION JUDGES**

KARI	FREEMAN	5671 DORCHESTER DR	ROCKFORD	IL	61108	CITY	R
ROBERT	FREET JR.	10187 MARBLEWING RD UNIT 2	ROSCOE	IL	61073	1012	R
KELLY	FRIEL	7617 AMY LN	ROSCOE	IL	61073	1014	R
GARY	FUHRER JR	18410 KELLEY RD	PECATONICA	IL	61063	1101	R
STEPHEN	GABEL	4507 HAMPSTEAD PL	LOVES PARK	IL	61111	418	R
KEVIN	GABLE	14215 PRAIRIE COMMONS LN	SOUTH BELOIT	IL	61080	1008	R
PATRICIA	GARKEY	8734 VANGUARD DR	MACHESNEY PARK	IL	61115	422	R
RUTH	GARRETT	5353 SHOSHONI TRL	ROCKFORD	IL	61101	703	R
VICCI	GARTNER	7219 WYNDRIDGE RD	MACHESNEY PARK	IL	61115	418	R
CAROL	GATTOLIN	2117 LAKE SUMMERSET RD	DAVIS	IL	61019	302	R
MARY ANN	GAUNT	4311 GARDEN LN	ROCKFORD	IL	61114	CITY	R
STEPHEN	GELLER	4810 SPRING BROOK RD	ROCKFORD	IL	61114	1415	R
MARY ANN	GERBER	6471 MYRTLE LN	ROCKFORD	IL	61108	1426	R
TAYLOR	GEYER	4608 UPLAND DR	ROCKFORD	IL	61108	CITY	R
EVELYN	GIPSON	1112 RAMONA TER	MACHESNEY PARK	IL	61115	402	R
STEPHEN	GOODER	15673 CANNELL RD	ROCKTON	IL	61072	1201	R
HEIDI	GORDON	9522 N. ALPINE RD	MACHESNEY PARK	IL	61115	408	R
RICHARD	GORMAN	8738 WINDWOOD CL	ROCKFORD	IL	61108	1430	R
STEVEN	GORMAN	363 S. JACKSON RD	PECATONICA	IL	61063	1101	R
DAVIAN	GRANT	PO BOX 7334	ROCKFORD	IL	61126	1415	R
WENDY	GRAY	13934 TALLAKSON RD	DURAND	IL	61024	601	R
GLENN	GREENBERG	1343 TEMPLE CIR	ROCKFORD	IL	61108	1413	R
ANTOINETTE	GRENLUND	6946 RALPH RD	ROCKFORD	IL	61109	1408	R
JO ANN	GRESH	4019 DORSET DR	ROCKFORD	IL	61114	CITY	R
MARY	GROSS	PO BOX 426	WINNEBAGO	IL	61088	1301	R
RONALD	GUENTHER	5415 DALE AVE	LOVES PARK	IL	61111	1454	R
RONALD	HAAS	3761 ROCKVIEW RD	ROCKFORD	IL	61109	209	R
JACQUELINE	HADE	7287 DUSTY TRL	ROSCOE	IL	61073	424	R
WILLIAM	HALE, JR.	5550 WINNERS CIR	CALEDONIA	IL	61011	401	R
CHAD	HALVERSON	6311 PARK RIDGE RD	LOVES PARK	IL	61111	1451	R
KERRYNE	HALVERSON	6311 PARK RIDGE RD	LOVES PARK	IL	61111	1451	R
TREVOR	HALVERSON	6311 PARK RIDGE RD	LOVES PARK	IL	61111	1451	R

WINNEBAGO COUNTY

REPUBLICAN ELECTION JUDGES

TYLER	HALVERSON	6311 PARK RIDGE RD	LOVES PARK	IL	61111	1451	R
JOYCE	HAMILTON	404 WALLACE AVE	MACHESNEY PARK	IL	61115	406	R
PATRICIA	HANKS	4412 APPLEWOOD LN	LOVES PARK	IL	61111	1425	R
JEANNIE	HANSEN	15544 ROCKDALE RD	SOUTH BELOIT	IL	61080	1005	R
ROBERT	HANSEN	4720 BROOKVIEW RD	ROCKFORD	IL	61107	1415	R
CLIFFORD	HARRIS	6109 BROWNS PKY	LOVES PARK	IL	61111	1425	R
WILLIAM	HATFIELD	1028 N ALPINE RD	ROCKFORD	IL	61107	CITY	R
GREGORY	HAWKINS	806 LEXINGTON AVE	ROCKFORD	IL	61102	1404	R
DIANE	HAYWARD	1003 BRAE BURN LN	ROCKFORD	IL	61107	1405	R
STEVEN	HECK	1738 MELROSE ST	ROCKFORD	IL	61103	CITY	R
WILLIAM	HECK	12267 WHISPERING WINDS DR	ROSCOE	IL	61073	1009	R
CHRISTY	HEEREN	4368 WESTLAKE VILLAGE DR	WINNEBAGO	IL	61088	804	R
LEE	HEEREN	7971 HIGHLANDS DR	ROCKFORD	IL	61102	1304	R
FLORENCE	HEINTZ	4301 CENTERVILLE RD	ROCKFORD	IL	61102	1431	R
BARBARA	HEINZEROTH	4955 CENTERVILLE RD	ROCKFORD	IL	61102	1431	R
JOEL	HICKE	PO BOX 45	SEWARD	IL	61077	SE 1	R
PATRICIA	HOFFMAN	6042 HALVERSON DR	ROCKFORD	IL	61109	209	R
LYNNETTE	HOFMANN	6053 SWEET GRASS DR	ROSCOE	IL	61073	417	R
STEPHEN	HOHLFELDER	811 BRENTWOOD RD	MACHESNEY PARK	IL	61115	421	R
DENNIS	HOITEN	14922 BOSWELL RD	ROCKTON	IL	61072	1201	R
WENDY	HOLDER	7618 HAWKS VIEW DR	MACHESNEY PARK	IL	61115	418	R
GARY	HOLMES	5488 TORQUE RD	LOVES PARK	IL	61111	423	R
CHARLES	HOLSINGER	740 N. MULFORD RD	ROCKFORD	IL	61107	1433	R
DIANA	HOPSON	1702 MAPLE AVE. #G	LOVES PARK	IL	61111	412	R
SHEILA	HOWARD	18223 ROCK GROVE RD	DAVIS	IL	61019	601	R
THOMAS	HOWARD	18223 ROCK GROVE RD	DAVIS	IL	61019	601	R
BARRY	HUFSTEDLER	6086 PARISH PL	ROCKFORD	IL	61109	211	R
GERALD	HUNDT	12832 SKYLINE DR	ROSCOE	IL	61073	1009	R
JEFFREY	HUNT	6127 WILD ROSE LN	ROSCOE	IL	61073	415	R
GEORGE	IGELMAN	1314 DRESDEN RD	DAVIS	IL	61019	601	R
ALLEN	JAMESON	1083 PALAU PKY	ROCKFORD	IL	61108	1413	R
RUTH	JANSSON	4220 SPRING CREEK RD	ROCKFORD	IL	61107	1414	R

**WINNEBAGO COUNTY
REPUBLICAN ELECTION JUDGES**

CHRISTA	JOHNSON	1205 SUMMERLAND DR	DURAND	IL	61024	301	R
GREGORY	JOHNSON	3030 LOTUS LN	MACHESNEY PARK	IL	61115	408	R
KIMBERLY	JOHNSON	110 N SWIFT ST	WINNEBAGO	IL	61088	1301	R
LYDIA	JOHNSON	2369 BUTTERNUT BEND	DAVIS	IL	61019	601	R
RICHARD	JOHNSON	8985 MONTAGUE RD	ROCKFORD	IL	61102	1304	R
SADONNA	JOHNSON	3030 LOTUS LN	MACHESNEY PARK	IL	61115	48	R
TERRY	JOHNSON	6254 TUDOR LN	LOVES PARK	IL	61111	416	R
LUKE	JOINER	6315 PARK HILLS DR	LOVES PARK	IL	61111	1432	R
CONNIE	JONES	666 S BLUFF ST LOT 805	SOUTH BELOIT	IL	61080	903	R
NATHAN	JONES	1748 OAK LEAF DR	SOUTH BELOIT	IL	61080	906	R
JOHN	JORDAN	344 N PIER DR	MACHESNEY PARK	IL	61115	408	R
BARBARA	JOYNER	1204 ALDRIN RD	ROCKTON	IL	61072	910	R
CHRISTOPHER	KARALL	401 E SOUTH ST	DURAND	IL	61024	301	R
SUSAN	KARAVISH	8485 JAMESPORT DR	ROCKFORD	IL	61108	1430	R
ROGER	KARRER	7195 MOSS CANYON RD	CHERRY VALLEY	IL	61016	205	R
BARRY	KASMAR	8362 BURR OAK RD	ROSCOE	IL	61073	1006	R
DONALD	KELLEY	521 HAYES AVE	SOUTH BELOIT	IL	61080	903	R
DONNA	KELLEY	521 HAYES AVE	SOUTH BELOIT	IL	61080	903	R
MARY	KENNY	5354 AUTUMN ASH LN	MACHESNEY PARK	IL	61115	415	R
CHERYL	KING	3034 MOOSEHORN CT	ROCKFORD	IL	61109	206	R
PATRICIA	KING	911 PARK ER WOODS DR	ROCKFORD	IL	61102	1404	R
MICHAEL	KINNEY	PO BOX 134	DURAND	IL	61024	301	R
JOELLYN	KIRBY	4860 SIMPSON RD	ROCKFORD	IL	61102	1431	R
NANCY	KIRBY	17842 KELLEY RD	PECATONICA	IL	61063	1101	R
STACY	KIRCHNER	4126 WESTLAKE VILLAGE DR	WINNEBAGO	IL	61088	804	R
VINCENT	KIRKPATRICK	5935 WINDY KNOLL CT	LOVE PARK	IL	61111	416	R
DENISE	KLAGUES	1304 BUTLER DR	ROCKFORD	IL	61108	1430	R
JANISE	KLINE	BOX 256	ROSCOE	IL	61073	1007	R
STEVE	KLING	3049 WARWICKSHIRE DR	MACHESNEY PARK	IL	61115	425	R
BARBARA	KOZLOWSKI	947 WHITE SWAN LN	ROCKFORD	IL	61108	1413	R
STEVEN	KREITLOW	1727 VALENCIA DR	ROCKFORD	IL	61108	1426	R
DAVID	KRIZKA	12126 SLEEPY HOLLOW RD	ROSCOE	IL	61073	1009	R

WINNEBAGO COUNTY

REPUBLICAN ELECTION JUDGES

JUNE 1, 2024							
NATHAN	KUTZ	4441 BLACKBERRY KNOLL	ROCKFORD	IL	61111		R
JEANINE	LA LOGGIA	4610 OTTAWA RD	ROCKFORD	IL	61107	1414	R
MARGARET	LAMOUREUX	7304 LAUREL CHERRY DR	ROCKFORD	IL	61108	1413	R
JOAN	LANE	9144 LONG FELLOW LN	MACHESNEY PARK	IL	61115	425	R
DAVID	LANTZ	1162 AURA DR	ROCKFORD	IL	61108	1413	R
STEVEN	LANZER	10391 MOONGLOW DR	ROSCOE	IL	61073	424	R
PATRICIA	LARGENT	5874 DEB ELLEN DR	ROCKFORD	IL	61109	203	R
CLAUDIA	LARSEN	2425 S CONGER RD	PECATONICA	IL	61063	1101	R
SHARON	LARSON	83 THICKETT LN	SOUTH BELOIT	IL	61080	906	R
LARRY RAYMOND	LARYS	1608 TRANQUIL PL	DURAND	IL	61024	301	R
ALFRED	LASEKE	2642 CIMARRON LN	ROCKFORD	IL	61109	RK 9	R
BEVERLY	LASEKE	2642 CIMARRON LN	ROCKFORD	IL	61109	1409	R
RUTH	LEE	7590 PARK ST	ROCKFORD	IL	61103	701	R
MICHAEL	LESTER	619 SALEM ST	ROCKTON	IL	61072	901	R
BONNIE	LETTON	PO BOX 107	PECATONICA	IL	61063	802	R
RONALD	LEWANDOWSKI	5209 KILBURN AVE	ROCKFORD	IL	61103	1401	R
JANET	LOTTER	905 INDIAN PKY	WINNEBAGO	IL	61072	1304	R
NINA	LOVELAND	7636 HAYMAKER LN	CHERRY VALLEY	IL	61016	205	R
MICHAEL	LOVEN	9303 EMERSON PKY	MACHESNEY PARK	IL	61115	425	R
PETER	LUCAS	6329 ABERNATHY WAY	ROSCOE	IL	61073	1011	R
PAUL	LUNA	6690 BUTTERFIELD DR	CHERRY VALLEY	IL	61016	211	R
CELESTE	LYNAUGH	417 RIVER PARK RD	LOVES PARK	IL	61111	1452	R
DEBORAH	LYONS	8234 CLEARVIEW DR	ROCKFORDE	IL	61102	1304	R
ROGER	MAINES	1106 CAMERON DR	DURAND	IL	61024	301	R
SUSAN	MANGUS	PO BOX 224	PECATONICA	IL	61063	1301	R
WENDY	MARK	8429 ELM AVE	MACHESNEY PARK	IL	61115	411	R
CHRISTINA	MARKS	5566 TER MAAT CT	ROSCOE	IL	61073	1011	R
JASON	MARTIN	8427 HICKORY TREE DR	MACHESNEY PARK	IL	61115	415	R
RANDY	MARTIN	511 DIVISION ST BOX 834	PECATONICA	IL	61063	802	R
ROSA	MARTINEZ	5831 HILLSBROUGH RD	ROCKFORD	IL	61109	203	R
KYLE	MARTINSON	1638 BROOKHAVEN DR	ROCKFORD	IL	61108	1430	R
SHERYL	MASTERS	5679 GUILFORD RD	ROCKFORD	IL	61107	1405	R

WINNEBAGO COUNTY

REPUBLICAN ELECTION JUDGES

JUNE 1, 2024							
CARITINA	MAYER	699 S. BLACKHAWK BLVD	ROCKTON	IL	61072	913	R
CAROLE	MAYER	4745 COMET DR	MACHESNEY PARK	IL	61115	412	R
ANTHONY	MAYNARD	6976 WILL JAMES RD	ROCKFORD	IL	61109	1408	R
PETER	MAZENEC	3852 SOUTH BEND RD	ROCKFORD	IL	61109	1408	R
DEBORAH	MC COY	17094 W CAMPBELL RD	DAVIS	IL	61019	302	R
TIMOTHY	MC DANIEL	313 S SWIFT ST	WINNEBAGO	IL	61088	13010	R
JAMES	MC GOWAN	5963 LINDEN RD	ROCKFORD	IL	61109	CITY	R
KEVIN	MC GRATH	8152 CHARISSAS PL	ROSCOE	IL	61073	1006	R
MELISSA	MC GRATH	8152 CHARISSAS PL	ROSCOE	IL	61073	1006	R
JOYCE	MC LEVIGE	1103 COPPER DR	MACHESNEY PARK	IL	61115	412	R
CYNTHIA	MC LYNN	5702 ANDREWS DR APT 7	ROSCOE	IL	61073	1011	R
JANE	MC MAHON	100 RIVER LN	LOVES PARK	IL	61111	1452	R
DAYNE	MEAD	5951 CHESTNUT ST	ROSCOE	IL	61073	1007	R
KEVIN	MEENAN	7544 MIKES PL	CHERRY VALLEY	IL	61016	201	R
JONI	MEICHTRY	417 W CHAPEL ST	ROCKTON	IL	61072	902	R
KARLEEN	MERCHANT	16204 - 6TH ST BOX 146	SEWARD	IL	61077	1101	R
NANCY	MERCURIO	312 HOUGH DR	MACHESNEY PARK	IL	61115	404	R
NICHOLAS	MERRELL	13728 YALE BRIDGE RD.	DURAND	IL	61024	601	R
ROBERT	MEYER	941 CANDY LN	MACHESNEY PARK	IL	61115	419	R
JOHN	MICHALIK	322 BELTEBERG RD	LOVES PARK	IL	61111	1451	R
REBECCA	MILLAR	6224 WHITE BUCK TRL	ROCKFORD	IL	61102	1427	R
PATRICIA	MILLER	209 E CUNNINGHAM RD	WINNEBAGO	IL	61088	1303	R
WILLIAM RICK	MILLER	4671 JADE PKY	ROCKFORD	IL	61102	1427	R
CAROLYN	MOEHRING	3881 PAGE RD	ROCKFORD	IL	61101	1401	R
HENRY	MONTGOMERY	943 OSCAREE DR	ROCKFORD	IL	61103	701	R
MARY	MONTGOMERY	943 OSCAREE DR	ROCKFORD	IL	61103	701	R
KENNETH	MOORE	510 N. STATE ST	DURAND	IL	61024	301	R
LINDA	MOYA	5209 LINDEN RD APT 2301	ROCKFORD	IL	61109	202	R
DANIEL	MOYER	245 S LINCOLN AVE	SOUTH BELOIT	IL	61080	903	R
JAYNE	MULE	13315 PROMONTORY TRL	ROSCOE	IL	61073	1014	R
EUGENE	MUND	3830 JOAN DR	ROSCOE	IL	61073	912	R
MICHAEL	MUND	12971 COUNTRY MEADOW DR	WINNEBAGO	IL	61088	804	R

WINNEBAGO COUNTY

REPUBLICAN ELECTION JUDGES

			JUNE 1, 2024				
SHARON	MUND	3830 JOAN DR	ROSCOE	IL	61073	912	R
TONI	MURRAY	13836 BEAVER DR	ROSCOE	IL	61073	1014	R
TAWN	MYERS	PO BOX 231	PECATONICA	IL	61063	802	R
CONNIE	NABER	8761 GOEKE RD	DAVIS	IL	61019	302	R
CORRENNA	NELSON	1415 COMANCHE DR	ROCKFORD	IL	61107	1414	R
LOUISE	NELSON	7595 PULVER DR	ROCKFORD	IL	61103	701	R
DENNIS	NEMETH	7526 CHERRY HILL DR	ROSCOE	IL	61073	1014	R
BARBARA	NEUMANN	609 MOTH ST	PECATONICA	IL	61063	802	R
MAI	NGUYEN	9826 QUEEN OAKS DR	MACHESNEY PARK	IL	61115	420	R
TERRY	NICHOLS	6722 MILLBROOK DR	ROCKFORD	IL	61108	1426	R
BARBARA	NICKELL	901 PLAISANCE AVE	ROCKFORD	IL	61102	1404	R
TERRY	NIEDZWIECKI	8647 OAKWOOD GLEN DR	ROCKFORD	IL	61108	1430	R
TANYA	NOBLE	427 RALSTON RD	MACHESNEY PARK	IL	61115	419	R
BRYAN	NOREEN	5652 ROMELDALE LN	ROSCOE	IL	61073	417	R
STAR	NORINI	8466 CROOKED BEND RD	MACHESNEY PARK	IL	61115	425	R
SUE	NORTHROP	5372 MAHOGANY LN	ROSCOE	IL	61073	415	R
JOHN	O CONNOR	806 GREENLEE AVE	WINNEBAGO	IL	61088	1304	R
LYDIA	O NEIL	739 DANICA DR	MACHESNEY PARK	IL	61115	419	R
MICHAEL	O NEIL	5901 ALMA DR	ROCKFORD	IL	61108	CITY	R
VALERIE	O SULLIVAN	811 MEADOW CREST DR	ROCKTON	IL	61072	1008	R
KAREN	OKSNEVAD	1405 OTTER CREEK RD	DURAND	IL	61024	301	R
JOSE	OLIVENCIA JR	812 IROQUOIS AVE	ROCKFORD	IL	61102	1427	R
DON	OLSEN	12881 VIVIAN CT	ROCKTON	IL	61072	910	R
LYNN	OLSEN	2530 KENDALL RD	WINNEBAGO	IL	61088	1303	R
GERALD	OLSON	7122 FOREST HILLS RD	LOVES PARK	IL	61111	1425	R
LOU ANN	OLSON	7122 FOREST HILLS RD	LOVES PARK	IL	61111	1425	R
ERIC	OPON	11098 OXBOW DR	ROSCOE	IL	61073	1010	R
PATRICIA	OPON	11098 OXBOW DR	ROSCOE	IL	61073	1010	R
MARY	ORTIZ	6353 GALAHAD CT	LOVES PARK	IL	61111	418	R
STEPHANIE	OWENS	4235 ST MALO RD	ROCKFORD	IL	61101	1401	R
LAURA	PAGE	17215 BRICK SCHOOL RD	PECATONICA	IL	61063	802	R
STEVEN	PAIR	908 JACKSON ST	PECATONICA	IL	61063	803	R

WINNEBAGO COUNTY

REPUBLICAN ELECTION JUDGES

			JUNE 1, 2024				
BETTY	PARKS	4358 SOUTH BEND RD	ROCKFORD	IL	61108	1408	R
LYNDA	PARSONS	231 NORTHWAY PARK RD UNIT 9	MACHESNEY PARK	IL	61115	405	R
NANCY	PARSONS	612 WINDSOR RD	MACHESNEY PARK	IL	61115	402	R
THOMAS	PARSONS	8767 CARBERRY LN	ROSCOE	IL	61073	1009	R
ALBERT	PATAPACK	7603 ELM AVE	MACHESNEY PARK	IL	61115	402	R
DEBRA	PERRY	285 S HOISINGTON RD	PECATONICA	IL	61063	1101	R
JAMIE	PERSSON	5712 TALL PINES PKY APT 3	ROSCOE	IL	61073	417	R
BARBARA	PETERSEN	422 OAKLAND AVE APT 1	SOUTH BELOIT	IL	61080	906	R
ANTHONY	PETERSON	1518 JUNIPER LN	MACHESNEY PARK	IL	61115	411	R
JOHN	PETERSON	8288 PUEBLO DR	ROCKFORD	IL	61103	701	R
DAVID	PETTINGER	6213 PALO VERDE DR	ROCKFORD	IL	61114	CITY	R
CHARLES	PHILLIPS	1734 EVANS AVE	LOVES PARK	IL	61111	410	R
DEBI	PHILLIPS	1734 EVANS AVE	LOVES PARK	IL	61111	410	R
TERESA	PHILLIPS	7229 CORNFLOWER RD	CHERRY VALLEY	IL	61016	205	R
SUZANNE	PISANO	730 N CENTER ST	ROCKTON	IL	61072	901	R
DARKUBE	POPE	510 THOMAS AVE	WINNEBAGO	IL	61088	1301	R
JOHN	POTTS	6346 NIMTZ RD	LOVES PARK	IL	61111	416	R
SUSAN	POTTS	6346 NIMTZ RD	LOVES PARK	IL	61111	416	R
ELIZABETH	POWELL	244 NORTHWAY PARK RD #12	MACHESNEY PARK	IL	61115	405	R
PETER	POWELL	9138 LEICESTER WAY	ROSCOE	IL	61073	417	R
SANDA	POWELL	9138 LEICESTER WAY	ROSCOE	IL	61073	417	R
DIANE	POYCKER	560 VALLEY FORGE TRL	ROCKTON	IL	61072	913	R
HELEN	RADANT	4633 STRAW LN	ROSCOE	IL	61073	1012	R
ARLENE	RAHN	5538 MC DONALD RD	ROSCOE	IL	61073	417	R
IDA	RAMON	3204 HARNEY CT	ROCKFORD	IL	61108		R
SHERYL	RAMSTEDT	1131 GLEN FOREST DR	MACHESNEY PARK	IL	61115	421	R
KRISTINA	RATCLIFF	10720 VENTURA BLVD	MACHESNEY PARK	IL	61115	404	R
STACIE	RAYMOND	9972 CLAY CT	ROSCOE	IL	61073	414	R
TERRY	RAYMOND	9972 CLAY CT	ROSCOE	IL	61073	414	R
DONOVAN	REED	6092 THORNCREST DR	ROCKFORD	IL	61109	209	R
SUSAN	REICHENSPERGER	4748 RAINBOW RDG	ROCKFORD	IL	61109	202	R
AUSTIN	REIS	4682 DELLVIEW DR	ROCKFORD	IL	61109	211	R

WINNEBAGO COUNTY

REPUBLICAN ELECTION JUDGES

				JUNE 1, 2024			
RANDI	REIS	4682 DELLVIEW DR	ROCKFORD	IL	61109	211	R
CHARLENE	REMER	11691 KELLEY RD	WINNEBAGO	IL	61088	1303	R
JEROME	RIEDER	1118 ALDRIN RD	ROCKTON	IL	61072	908	R
EDWARD	RIOS	1918 OXFORD ST	ROCKFORD	IL	61103	CITY	R
JENNY	ROLAND	609 TOWER DR	ROCKFORD	IL	61108	1413	R
JOHN	ROSSATO	1922 N CHURCH ST	ROCKFORD	IL	61103	CITY	R
TEESA	ROSSMAN	7330 TULAGI TRL	ROCKFORD	IL	61108	1413	R
MALCOLM	ROWLAND	8536 TATE RD	ROCKFORD	IL	61101	701	R
LEE	RUCKS	4645 HIGH POINT DR APT 13	ROCKFORD	IL	61107	CITY	R
STEVEN	RUGGLES	1339 BLUE RIDGE AVE	ROCKFORD	IL	61101	1402	R
KATHY	RUNDBLADE	11825 RIVER HILLS PKY	ROCKTON	IL	61072	905	R
TERRY	RUNDBLADE	11825 RIVER HILLS PKY	ROCKTON	IL	61072	905	R
DAVID	RUTCHIK	4357 SCENIC DR	ROCKFORD	IL	61109	204	R
AUDREY	SALBERG	5201 SOLITUDE DR	ROCKFORD	IL	61114	CITY	R
DIANA	SANCHEZ	5574 HODGES RUN	ROSCOE	IL	61073	1010	R
PATRICK	SANKEY	7145 WHEATLAND TER	CHERRY VALLEY	IL	61016	212	R
TERI	SANKEY	7145 WHEATLAND TER	CHERRY VALLEY	IL	61016	212	R
STEVE	SHELLSCHMIDT	7860 NAN DR	ROSCOE	IL	61073	1006	R
PEGGY	SCHMIDT	4011 LINDEN RD	ROCKFORD	IL	61109	CITY	R
SUSAN	SCHUMACHER	5105 GRANITE ST	LOVES PARK	IL	61111	413	R
JOS	SCHWAB	6051 BASIN DR	LOVES PARK	IL	61111	423	R
JOYCE	SCOTT	5023 TALATON ST	LOVES PARK	IL	61111	426	R
SHERRY	SCRIPPEL	8361 VICKI RD	ROCKFORD	IL	61108	1430	R
DANIEL	SEDOLS	218 FOREST VIEW RD	ROCKFORD	IL	61108	1412	R
JACKIE	SEEHAVER	943 NIGHT OWL LN	ROSCOE	IL	61073	1001	R
LINDA	SESSLER	4887 PINE CONE CT APT 1	LOVES PARK	IL	61111	427	R
RAYMOND	SHAFFER	1245 LINDA AVE	ROCKFORD	IL	61102	1427	R
PATRICIA	SHANER	302 THEODORE ST	LOVES PARK	IL	61111	1451	R
LARRY	SHEETS	15568 FERGUSON RD	PECATONICA	IL	61063	802	R
MICHAEL	SHELL	3615 GRANT AVE	ROCKFORD	IL	61103	CITY	R
ROBERT	SHIELDS	4335 HOLLOWOOD LN	LOVES PARK	IL	61111	1425	R
MARGARET	SHREVE	1318 CARBAUGH AVE	ROCKFORD	IL	61101	1402	R

WINNEBAGO COUNTY

REPUBLICAN ELECTION JUDGES

LINDA	SHRUM	3449 BOW CT	ROCKFORD	IL	61109	CV 6	R
MONA	SIEBEL	8490 CHRISTIAN RD	PECATONICA	IL	61063	101	R
WILLIAM	SIGLEY	4620 CROSS COUNTRY DR	LOVES PARK	IL	61111	422	R
DALE	SMITH	6811 SERENITY CIR	ROCKFORD	IL	61102	1404	R
HOWARD	SMITH	7902 CENTRE ST	ROCKTON	IL	61072	501	R
MARY	SMITH	6811 SERENITY CIR	ROCKFORD	IL	61102	1404	R
MICHAEL	SMITH	4849 TREEVIEW TER	ROCKFORD	IL	61109	211	R
ALICE	SORENSEN	7591 MAGNOLIA TRL	CHERRY VALLEY	IL	61016	1413	R
DANIEL	SORENSEN	8020 CADET RD	MACHESNEY PARK	IL	61115	411	R
BARBARA	SOUDERS	2344 KRISTI LN	ROCKFORD	IL	61102	CITY	R
KEITH	SOUDERS	2344 KRISTI LN	ROCKFORD	IL	61102	CITY	R
CHRISTOPHER	SOULE	4902 ILLINOIS ST	LOVES PARK	IL	61111	1454	R
JOHN	SPIRITOSANTO	15332 SHARP RD	ROCKTON	IL	61072	1201	R
JOHN	STARKS	12752 ANNAPOLIS RD	ROCKTON	IL	61072	910	R
CANDEE	STEEN	934 NIGHT OWL LN	ROSCOE	IL	61073	1001	R
KELLY	STEINKE	1726 EVANS AVE	LOVES PARK	IL	61111	410	R
WARD	STERETT	10487 MAIN ST	ROSCOE	IL	61073	1007	R
CHRISTINE	STEWART	4276 N WINNEBAGO RD	WINNEBAGO	IL	61088	101	R
DOUG	STEWART	1720 DELROY AVE	ROCKFORD	IL	61109	1409	R
GLEN	STONE	6903 N ALPINE RD	LOVES PARK	IL	61111	1425	R
MONICA	STONE	11030 BRIANNA WAY	MACHESNEY PARK	IL	61115	404	R
NEIL	STRAWBRIDGE	9945 BLUEBONNET DR	MACHESNEY PARK	IL	61115	419	R
PATSY	STRAWBRIDGE	9945 BLUEBONNET DR	MACHESNEY PARK	IL	61115	419	R
DEBORAH	STRIKER	5848 DENBURY LN	LOVES PARK	IL	61111	426	R
SHIRLEY	SUESS	2001 BAINTREE RD	DAVIS	IL	61019	302	R
RAYMOND	SWANSON	17615 TRASK BRIDGE RD.	PECATONICA	IL	61063	302	R
MARY ANN	SWARTWOOD	250 BIENTERRA TRL #319	ROCKFORD	IL	61107	CITY	R
LORETTA	SWEET	13227 FREEPORT RD	DURAND	IL	61024	301	R
RAY	SWENSON	6260 SCHAUMBURG LN	ROSCOE	IL	61073	1011	R
BARBARA	SZYMANSKI	6042 WHITEFRIARS WAY	ROCKFORD	IL	61109	211	R
VICKI	TALLACKSEN	3616 PRAIRIE RD	ROCKFORD	IL	61102	1427	R
KIRT	THAYER	3807 WESTLAKE VILLAGE DR	WINNEBAGO	IL	61088	804	R

WINNEBAGO COUNTY

REPUBLICAN ELECTION JUDGES

TRHEODORE	THAYER	226 FOXFIRE PL	ROCKFTON	IL	61072	911	R
SHERRY	THEIEN	8392 LEESBURG CT	ROCKFORD	IL	61114	1433	R
WILLIAM	TIERNEY	11620 EDGEMERE TER	ROSCOE	IL	61073	1010	R
GARY	TILLET	631 PEARL AVE	LOVES PARK	IL	61111	1454	R
ILAH	TINDER	5632 STATE LINE RD	SOUTH BELOIT	IL	61080	1005	R
CHERYL	TOOZE	3267 LOOKOUT DR	ROCKFORD	IL	61109	206	R
MICHAEL	TOOZE	3267 LOOKOUT DR	ROCKFORD	IL	61109	206	R
SHERRY	TROMBELLO	51 STRAWBRIDGE DR	ROCKTON	IL	61072	911	R
CINDY	TUMINSKAS	11368 MT VERNON RD	ROSCOE	IL	61073	1010	R
PAULA	TURNBULL	7717 MESA ST	LOVES PARK	IL	61111	410	R
BRIAN	ULRICH	225 BLACKSTONE CT	SOUTH BELOIT	IL	61080	909	R
JANETTE	USTASZEWSKI	479 ALTHEA ST.	MACHESNEY PARK	IL	61115	420	R
DARLENE	VALLANCE	242 WINONA DR	MACHESNEY PARK	IL	61115	405	R
JANE MARIE	VAN WY LITTLE	4265 VALLEY VIEW DR	LOVES PARK	IL	61111	1432	R
DONNA	VANCE	4450 - 20TH ST	ROCKFORD	IL	61109	206	R
DONNA	VENABLE	3100 ROTARY RD	ROCKFORD	IL	61109	1408	R
JACQUELYN	VER HAGEN	8012 AMBER DR	MACHESNEY PARK	IL	61115	411	R
SHANNON	VERNOLA	1407 COMANCHE DR	ROCKFORD	IL	61107	1414	R
DEBBIE	VETTORE	5337 PIERCE LAKE DR	CALEDONIA	IL	61011	423	R
CHARLES	VICK IV	120 W RENROSE AVE	LOVES PARK	IL	61115	1451	R
CHRISTOPHER	VINING	4939 WIL ANN CIR	ROCKFORD	IL	61101	703	R
THOMAS	VOJTECH	10324 KINGS CT	ROSCOE	IL	61073	424	R
JAN	WALDNER	5875 42ND ST	ROCKFORD	IL	61109	204	R
DAVID	WARFEL	4608 AUBURN ST	ROCKFORD	IL	61102	CITY	R
DELORES	WARKINS	7612 N 2ND ST APT 1	MACHESNEY PARK	IL	61115	406	R
RUTH	WARNER	1512 LILAC LN	MACHESNEY PARK	IL	61115	411	R
SCOTT	WARRING	602 MUTTON DR	WINNEBAGO	IL	61088	1303	R
STEVEN	WASSON	7430 THOMAS DR	LOVES PARK	IL	61111	401	R
SUSAN	WEBSTER	16205 BOSWELL RD	ROCKTON	IL	61072	1201	R
ANNA	WEGNER	9345 CORRIEDALE RUN	ROSCOE	IL	61073	417	R
PAMELA	WEISS	117 MILLER ST	SOUTH BELOIT	IL	61080	903	R
JOHN	WELSH	PO BOX 447	DURAND	IL	61024	302	R

WINNEBAGO COUNTY

REPUBLICAN ELECTION JUDGES

JOHN	WENDELL	7593 LA HARVE DR	ROCKFORD	IL	61103	701	R
GORDON	WENZIKER	7060 HAWTHORNE RDG	ROSCOE	IL	61073	424	R
JAY	WESTRA	3945 MILL RD	CHERRY VALLEY	IL	61016	205	R
DAVID	WHALEN	609 MOLONEY DR	ROCKTON	IL	61072	908	R
LE MADIRE	WHARTON	8355 CROOKED BEND RD	MACHESNEY PARIK	IL	61115	425	R
LYNETTE	WHERLEY	5450 WIL ACRE DR	LOVES PARK	IL	61111	427	R
RAYMOND	WHITE	9514 N ALPINE RD	MACHESNEY PARK	IL	61115	408	R
JOHN	WHITEFORD	11540 VENTURA BLVD	MACHESNEY PARK	IL	61115	404	R
KATHERINE	WHITWORTH	4722 HANS LN	MACHESNEY PARK	IL	61115	413	R
KIM	WIEGERS	4387 EDDIE RD	WINNEBAGO	IL	61088	101	R
PATRICK	WILSON	4846 CHANDAN WOODS DR	CHERRY VALLEY	IL	61016	211	R
HEIDI	WILTFONG	1637 ROOSEVELT RD	MACHESNEY PARK	IL	61115	411	R
RICHARD	WILTFONG	1637 ROOSEVELT RD	MACHESNEY PARK	IL	61115	411	R
PATRICIA	WISHOP	13900 EUNICE DR	ROCKTON	IL	61072	902	R
WILBUR	WOLFE	575 RIVER HILL CT	MACHESNEY PARK	IL	61115	404	R
SUSAN	WOODMAN	5791 FRY DR	ROSCOE	IL	61073	1007	R
DONNA JEAN	WRIGHT	2079 CHARNWOOD CT	MACHESNEY PARK	IL	61115	425	R
JAMES	WRIGHT	10757 BANYAN DR	MACHESNEY PARK	IL	61115	421	R
CALVIN	YOCUM	985 CERASUS DR	ROCKFORD	IL	61108	1413	R
BETH	YOUNG	515 TAYLOR ST	PECATONICA	IL	61063	802	R
LLOYD	ZELLHOEFER	11099 MEADOWSWEET LN	ROSCOE	IL	61073	905	R
DAVID	ZELLNER	3717 LAKEVIEW DR	WINNEBAGO	IL	61088	804	R
DIANE	ZIOLKOWSKI	4449 TULLOCKS WOODS TRL	ROCKFORD	IL	61101	703	R
SAMUEL	ZUMMO	8407 AL BEN KEN RD	ROSCOE	IL	61073	415	R



Resolution Executive Summary

Committee Date: Thursday, July 25, 2024
Committee: Operations & Administrative
Prepared By: Chris Dornbush

Document Title: Resolution Authorizing the Execution of an Industrial Building Lease by and between the County of Winnebago, Illinois and JMD Real Estate Holdings, LLC for the property located at 516 Green Street, Rockford, Illinois

Board Meeting Date: Thursday, July 25, 2024

Budget Information:

Budgeted? No	Amount Budgeted? No
Building – Garage Area (\$2,500 per month plus prorated tax portion)	
If not, originally budgeted, explain the funding source? NA	
If ARPA or CIP funded, original Board approved amount? NA	
Over or Under approved amount? NA	By: \$
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes:	Descriptor:
Budget Impact? \$2,500 / month plus prorated tax portion	

Background Information:

This lease agreement is for 516 Green Street, specifically to be able to utilize the garage space on the south part of the building as well as the surrounding 1/3 of the parking lot for \$2,500 per month (\$30,000 annually plus the prorated portion of taxes). An optional addition can include the Dock Area for \$750 per month (\$9,000 annually plus the prorated portion of taxes) and 1/3 of the parking lot. Another potential lease would be the north half of the building that is also being discussed for a temporary location for the Law Enforcement Training Facility (currently located at 720 Chestnut Street), which is anticipated to also be \$2,500 per month (\$30,000 annually plus the prorated portion of taxes) plus 1/3 of the parking lot. The County has a need for additional space for several departments; Highway (store some of their equipment inside to prolong its life), Sheriff (impounded vehicles & equipment, which would be relocated from 720 Chestnut Street), County Clerk (utilize space & docking doors for their election equipment, due to the Public Safety Building (PSB) being renovated, which is where it's currently being stored). Some factors that are affecting the timeline would be that the County needs to have everything vacated by early August of the 720 Chestnut Street building that was sold to Rock Valley College in March of 2023 and the PSB renovation should begin by the end of 2024, which stored the election equipment on the 1st floor.

Recommendation:

Administration supports the Lease of space to assist other Offices who are needing space for operations.

Contract/Agreement:

Yes

Legal Review:

Yes

Follow-Up:

Staff can follow-up with any questions that the Committee or entire Board has.

Board Office

404 Elm Street, Rm 533, Rockford, IL 61101 | www.wincoil.gov
Phone: (815) 319- 4225 | E-mail: boardoffice@admin.wincoil.gov

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

2024 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

RESOLUTION AUTHORIZING THE EXECUTION OF AN INDUSTRIAL BUILDING LEASE BY AND BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS AND JMD REAL ESTATE HOLDINGS, LLC FOR THE PROPERTY LOCATED AT 516 GREEN STREET, ROCKFORD, ILLINOIS

WHEREAS, the County of Winnebago, Illinois (County) is seeking to enter into a Industrial Building Lease (Lease) with JMD Real Estate Holdings, LLC (JMD) to assist with the space needs of several County Departments; and

WHEREAS, JMD has a property located at 516 Green Street, Rockford, Illinois that is available to lease and has adequate space to assist with the needs of the Sheriff's Office, County Highway Department, and the County Clerk's Office; and

WHEREAS, the initial lease for the Building – Garage Area (south part of the building) and the Premises – Parking Lot term will be for five (5) years with a cost of \$2,500 per month for the first year and then increase each year thereafter based upon the agreed amount within the Lease, as **EXHIBIT A**; and

WHEREAS, if additional space is needed, the Lease references the option to expand the square footage to the east part of the building, "Dock Area" as referenced in the Lease; and

WHEREAS, if additional space is needed, the Lease references the option to expand the square footage to the north half of the building, "Expansion Space" as referenced in the Lease; and

WHEREAS, the Operations and Administrative Committee of the County Board of the County of Winnebago, Illinois, having conferred with the County Administration, has determined that it is in the best interests of the County to lease said property from JMD.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, Illinois to execute all the documents necessary and approved by the Winnebago County State's Attorney's Office to lease the building and premises located at 516 Green Street, Rockford, Illinois in substantially the same form as attached hereto as, **EXHIBIT A** and referenced as, "Industrial Building Lease".

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator, County Finance Director, County Purchasing Director, County Chief Operating Officer, 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.

ATTEST:

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

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

INDUSTRIAL BUILDING LEASE

This **INDUSTRIAL BUILDING LEASE** (this “Lease”) is made and entered into as of _____, 2024 (the “Effective Date”), by and between **JMD REAL ESTATE HOLDINGS, LLC**, an Illinois limited liability company (“Landlord”), and the **COUNTY OF WINNEBAGO, ILLINOIS**, a body politic and corporate (“Tenant”) (each referred to herein as a “party” and collectively as the “parties”).

Whereas, Landlord, in consideration of the covenants hereinafter set forth, does hereby lease and let unto Tenant, and Tenant does hereby lease and take from Landlord, that certain space shown and designated in the building (the “Building”) and the outdoor storage area as set forth on the site plan attached hereto as Exhibit A and made a part hereof (the “Premises”), located at the Building with a common address of 516 Green Street, Rockford, Illinois 61102 and a Permanent Index Number 11-22-481-002 (the “Property”); and

As used in this Lease (i) the land (including, without limitation, all easement areas appurtenant thereto) on which the Building is located is herein called the “Property”; and, (ii) the Land, the Building, any and all other buildings and improvements, all personal property of Landlord used in connection with the operation or maintenance thereof which is located therein and thereon, and the appurtenant parking facilities, if any, are herein together called the “Property”; and

Whereas, Landlord and Tenant acknowledge and agree that, for purposes of this Lease, the Building – Garage Area and Premises are comprised of approximately +/-25,402 square feet for the Building – Garage Area and approximately +/-60,726 square feet for the Premises – Parking Lot, as described and set forth on Exhibit A, to be used for storage, general warehousing, training, office and administrative use, outside storage and parking for vehicles and trucks; and

Tenant hereby accepts this Lease and the Premises on the covenants and conditions set forth herein and subject to any encumbrances, covenants, conditions, restrictions, and other matters of record and all applicable zoning, municipal, county, state, and federal laws, ordinances, and regulations, from time to time governing and regulating the Premises and the use thereof.

NOW THEREFORE, TO HAVE AND TO HOLD THE SAME, the parties hereto agree that the above recitals are a material part of this Lease and are hereby incorporated herein, and further agree as follows:

Article 1 – Base Rent and Term

1.1 Base Rent. In consideration of Tenant’s leasing of the Premises, Tenant agrees to pay to Landlord the following base rent (“Rent”):

a. For the first (1st) year of the Term, the annual Base Rent for the Premises will be equal to Thirty Thousand and 00/100 Dollars (\$30,000.00), payable monthly on the first day of each month, in advance, in equal installments of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00).

b. Tenant's payments of Rent will commence on the first day of the Term and will continue on the first day of each and every month thereafter for the next succeeding months during the balance of the Term. If the Term commences on a date other than the first day of a calendar month or ends on a date other than the last day of a calendar month, monthly rent for the first month of the Term or the last month of the Term, as the case may be, will be prorated based on the ratio that the number of days in the Term within such month bears to the total number of days in such month.

c. Commencing in the second (2nd) year of the Term and each subsequent year of the Term, the amount of Base Rent to be paid by Tenant to Landlord shall increase over the prior years' Base Rent payment at a rate of the Consumer Price Index for All Urban Consumers (CPI-U) at the year ending in May, up to a maximum of three percent (3%) annually, including any Extension Term (as defined below).

1.2 Initial Term. The initial Term of this Lease is five (5) years, commencing on [TBD], 2024 (the "Commencement Date"), and ending on [TBD], 2029, unless sooner terminated or unless extended, in each case in the manner provided herein (the "Initial Term"), subject to the covenants and agreements hereinafter contained.

1.3 Option to Extend. Tenant shall have the option to extend the Initial Term for an additional period of five (5) years (the "Extension Term") with not less than sixty (60) days written notice to Landlord prior to the expiration of the Initial Term. Tenant may exercise its option to extend the Lease at any time during the Initial Term.

1.4 Term. Throughout this Lease, the Initial Term and the Extension Term shall collectively be referred to herein as the "Term."

1.5 Option to Expand Premises. The Premises is located adjacent to another space consisting of approximately 22,571 square feet which is currently vacant (the "Expansion Space") referred to in Exhibit A, as "Expansion Space – Office & Training Area". During the Term of the Lease, if Tenant is not then in default under this Lease beyond any applicable cure period, Landlord shall promptly transmit to Tenant, prior to offering to lease, or accepting offers to lease, from any other parties, in writing the basic terms and conditions of its intended Expansion Space leasing offer. Tenant shall have twenty-one (21) business days after receipt of Landlord's notice to indicate to Landlord in writing Tenant's agreement to lease the Expansion Space on the basic terms and conditions stated in Landlord's notice, and if Tenant so agrees, Landlord shall lease the Expansion Space to Tenant on the basic terms and conditions stated in the notice. The non-monetary terms of the Expansion Space lease shall mirror the terms hereof (except with regard to renewal options), but the termination date with respect to the Expansion Space shall be coextensive with the termination date of this Lease in any event. The monetary terms of the lease for the Expansion Space shall be no less than the amount of Rent paid by Tenant under this Lease. If Tenant does not indicate its agreement with said twenty-one (21) business days, Tenant's right of first opportunity on the Expansion Space described in Landlord's notice shall expire and Tenant shall relinquish rights to expand into the Expansion Space, and Landlord's notice shall forever be of no further force and effect.

Additionally, prior to Landlord offering lease or accepting lease offers to lease, from any other parties, Tenant shall have sixty (60) days from the Effective Date of this Lease, to exercise its option to lease

the “Dock Area”, referred to in Exhibit A, for an additional cost of \$750.00 per month. The termination date with respect to the Dock Area shall be coextensive with the termination date of this Lease in any event.

1.6 Right of First Refusal to Purchase Property.

a. Grant. If Tenant is not then in monetary or material non-monetary default beyond any applicable notice and cure periods under this Lease and if permitted under the terms of any laws or rules applicable to Landlord, at any time that Landlord determines to and is legally empowered to sell the Property or receives an offer to purchase the Property upon terms and conditions acceptable to Landlord, Tenant shall have the first right to purchase the premises upon the terms and conditions selected by Landlord, or upon the same terms and conditions as set forth in any *bona fide* offer to purchase acceptable to or accepted by Landlord subject to Tenant’s rights under this Section.

b. Manner of Exercising Right of First Refusal. At any time Landlord decides to sell the Property, or receives an offer to purchase upon terms and conditions acceptable to Landlord, Landlord shall give written notice to Tenant in the manner provided above. Within twenty-one (21) business days after this notice, Tenant may give written notice to Landlord of its intention to purchase upon the same terms and conditions as those set forth in the notice.

c. Closing. The closing (the “Closing”) of the purchase of the Property shall mean the date on which the Property is sold to Tenant by Landlord. The Closing date shall be set by the mutual agreement of Landlord and Tenant for a date which is not later than ninety (90) days after the date the Right of First Refusal is exercised, or the date for Closing contained in the acceptable offer to purchase, whichever shall be sooner.

Article 2 – Tenant Expenses

2.1 Expenses. Except as provided by 2.2 below and in addition to insurance and other expenses of Tenant as described in this Lease, Tenant is responsible for, and shall pay directly when due, all costs and expenses for cleaning, real estate taxes ; the cost of snow and ice removal; mowing, planting and replacing vegetation, flowers and landscaping; the cost of telephone, gas, cable television, Internet services, electricity, all costs of heating and cooling, and the cost of any other utility used for or on the Premises; refuse removal, water, and sewer service to the Premises; as well as all costs related to Tenant repairs and maintenance described in Articles 4 and 9 below.

2.2 Separately Metered Utilities. To the extent possible, electricity and gas service will be separately metered to the Premises and charged directly to Tenant. Tenant will pay any and all such charges when due and prior to the attachment of any lien or other collection action being taken by the utility providing such service. To the extent that electric, gas, water and sewer service are not separately metered to the Premises, Landlord will bill Tenant from time to time for electric, gas, water and sewer service attributable to the Premises, as reasonably determined by Landlord, and Tenant will pay any and all such amounts billed by Landlord pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. (the “Prompt Payment Act”). In addition, to the extent that the Premises shares certain electric service with Landlord, Landlord will reimburse Tenant from time to time for electric service attributable to Landlord’s use of the share electric service as

reasonably determined by Landlord. All such payments will constitute Rent hereunder; provided, however, that the parties acknowledge and agree that payments for electricity and gas service will not be due and payable to Landlord, unless Tenant defaults in its payment obligations to the appropriate utilities and, after notice and an opportunity for Tenant to cure as provided herein, Landlord makes such payment itself.

2.3 Additional Rent. Further, Tenant will pay, also as additional Rent, all other sums and charges required to be paid by Tenant under this Lease, or other charges reserved under this Lease or as a result of Landlord’s receipt of such rents or other charges accruing under this Lease; provided, however, that Tenant will have no obligation to pay any taxes incurred by or on behalf of Landlord.

2.4 Real Estate Taxes. The Tenant shall pay the Real Estate Taxes only for the leased space occupied in the Building prorated by square footage of the Building footprint and each space shall be responsible for one-third (33.33%) of the “Premises – Parking Lot” on a one-third share basis as designated in **EXHIBIT A**, by the 3 spaces; Expansion Space, Building – Garage Area, Building – Dock Area. It shall follow the below formula:

FORMULA EXAMPLE				Real Estate Property Taxes
SPACE	Sq Ft		Sq Ft %	\$ 11,000.00
Expansion Space	2,571	Sq Ft	21%	\$ 2,284.12
Premises - Parking Lot (33.33%)	20,242	Sq Ft	19%	\$ 2,048.43
Building - Garage Area	18,504	Sq Ft	17%	\$ 1,872.55
Premises - Parking Lot (33.33%)	20,242	Sq Ft	19%	\$ 2,048.43
Building - Dock Area	6,898	Sq Ft	6%	\$ 698.06
Premises - Parking Lot (33.33%)	20,242	Sq Ft	19%	\$ 2,048.43
TOTAL SQ FT		108,699	100%	\$ 11,000.00

Article 3 – Overdue Amounts; Rent Independent

3.1 Interest on Past Due Obligations. Any installment of Rent or other charges to be paid by Tenant accruing under the provisions of this Lease that will not be paid when due, will bear interest as outlined under the Prompt Payment Act

3.2 Rent Independent. Tenant’s covenant to pay the Rent is independent of any other covenant, condition, provision, or agreement herein contained. Except as otherwise herein expressly provided, nothing herein contained will be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord. Rent will be payable without deduction, offset, prior notice, or demand, in lawful money of the United States.

Article 4 – Possession; Use; Repair and Maintenance

4.1 **Prohibition on Conduct of Business Prior to Commencement Date.** Tenant will not accept delivery of any product at the Premises or commence the conduct of any business from the Premises until the Commencement Date, unless agreed upon by the parties.

4.2 **Repair and Maintenance.** Except as expressly provided in this Lease, specifically Articles 2, 4 and Section 5.1, Tenant, upon the Commencement Date, will have and hold the Premises as the same will then be, without any liability or obligation on the part of Landlord for making any alterations, improvements, or repairs of any kind in or about the Premises for the Term (including, without limitation, any extension or renewal thereof), and Tenant agrees to maintain the Premises and all parts thereof in a good and sufficient state of repair as required by the provisions of this Lease. .

4.3 **Effect of Possession.** If and to the extent applicable hereunder, Tenant's acceptance of possession of the Premises on the Commencement Date will be deemed conclusively to establish that the Premises, and all other improvements of the Property required to be constructed by Landlord for use thereof by Tenant hereunder, are in conformity with the provisions of this Lease in all respects. Notwithstanding the foregoing, Tenant shall have a period of up to thirty (30) days following delivery of possession to report any discoverable defects in the Premises to Landlord, which Landlord will promptly repair. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the Property, except as expressly set forth in this Lease, with respect to the suitability or fitness of either for the conduct of Tenant's business, or for any other purpose. Nothing contained in this Article 4 will affect the commencement of the Term or the obligation of Tenant to pay any Rent due under this Lease.

4.4 **Use.** The Premises will be used for storage, general warehousing, training, office and administrative use, inside/outside storage and parking for vehicles and trucks, and for carrying on such activities as may be incidental thereto; provided, however, that Tenant may not use or occupy the Premises, or permit the Premises to be used or occupied, contrary to any laws, statutes, ordinances, or governmental rules or regulations applicable thereto, or in any manner that would violate any certificate of occupancy or permit affecting the same, or that would cause structural injury to the Premises or cause the value or usefulness of the Premises, or any part thereof, substantially to diminish (reasonable wear and tear excepted) or that would constitute a private or public nuisance or waste, and Tenant agrees that it will promptly, upon discovery of any such use, take all necessary steps to compel the discontinuance of such use. Landlord shall provide copies of the annual fire alarm inspection and fire sprinkler inspection reports to the County yearly.

4.5 **Compliance with Environmental Laws.** Tenant will not negligently cause or permit the escape, disposal, or release of any biologically or chemically active or other hazardous substances or materials in, on, or around the Premises or the Property, or any part thereof or in the vicinity thereof. Tenant will not allow the storage or use of such substances or materials in violation of applicable Environmental Laws and by commercially reasonable standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Property any such materials or substances except to use in the ordinary course of Tenant's business (but still subject to the aforesaid obligations regarding the storage and use thereof), and then only after written notice is given to Landlord of the identity of such substances or materials. Hazardous substances and material

will include, without limitation, those described in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. §9601, *et seq.*; the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. §6901, *et seq.*; any applicable state or local laws and the regulations adopted under these acts. The aforesaid covenants will survive the expiration or earlier termination of the Term.

Article 5 – Services

5.1 **Services Provided by Landlord.** Subject to the provisions of Articles 2 and 4, Landlord will provide the following services hereunder: Landlord will maintain in reasonably good, clean order, condition, and repair, perform all reasonable maintenance, and make all reasonably required repairs and replacements to the roof, roof structure, roof vents, the foundation, the precast and steel structural components of the Property, the Building’s ventilating system, drains, downspouts, load-bearing walls, site drainage/storm water management systems, all underground utilities, exterior pavement (including parking facilities and driveways), heating and air conditioning units, floors, exterior walls of the Building any other major repairs that may be required.

5.2 **Other Provisions Relating to Services.** No interruption in, or temporary stoppage of, any of the aforesaid services caused by repairs, renewals, improvements, alterations, strikes, lockouts, labor controversy, accidents, inability to obtain fuel or supplies, or other causes will be deemed an eviction or disturbance of Tenant’s use and possession, or render Landlord liable for damages, by abatement of Rent or otherwise, or relieve Tenant from any obligation herein set forth, except to the extent caused by Landlord’s willful acts or gross negligence. In no event will Landlord be required to provide any heat, air-conditioning, electricity, or other service in excess of that permitted by voluntary or involuntary guidelines or laws, ordinances, or regulations of governmental authority.

5.3 **Right of Tenant to Perform.** If Landlord fails to perform any act on its part to be performed hereunder, including, without limitation, the failure to commence and complete repairs promptly and adequately, Tenant may, after fourteen (14) days’ written notice (or such shorter notice period as Tenant may reasonably determine in the event of an emergency), but will not be obligated to do so, and without waiving or releasing Landlord from any obligations of Landlord, perform any such act on Landlord’s part to be made or performed as in this Lease provided. All sums so paid by Tenant and all necessary incidental costs, together with an administrative charge in the amount of five percent (5%) percent of any costs incurred by Tenant, will be payable to Tenant by Landlord on demand, and Landlord covenants to pay all such sums.

Article 6 – Insurance

6.1 **Landlord’s Casualty Insurance Obligations.** Landlord will keep the Property insured for the benefit of Landlord in an amount equivalent to the full replacement value thereof (excluding foundation, grading, and excavation costs) against

- a. loss or damage by fire;
- b. such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to buildings and improvements similar in construction, general

location, use, occupancy, and design to the Property, including, but without limiting the generality of the foregoing, windstorms, hail, explosions, vandalism, malicious mischief, civil commotion, and such other coverage as Landlord may deem appropriate or necessary, providing such additional coverage is obtainable and providing such additional coverage is customarily carried with respect to buildings and improvements similar in construction, general location, use, occupancy, and design to the Property; and

c. if Landlord so chooses, rent interruption insurance, insuring against loss of all or any portion of the Rent due and payable hereunder, for up to twelve (12) months.

These insurance provisions will in no way limit or modify any of the obligations of Tenant under any provision of this Lease. Landlord agrees that such policy or policies of insurance will permit releases of liability as provided herein and/or waiver of subrogation clauses as to Tenant. Landlord waives, releases, and discharges Tenant, and its agents, employees, and servants, from all claims or demands whatsoever that Landlord may have or acquire arising out of damage to or destruction of the Property or loss of use thereof, occasioned by fire or other casualty, whether such claim or demand may arise because of the negligence or fault of Tenant, or its agents, employees, servants, customers, or business invitees or otherwise, and Landlord agrees to look to the insurance coverage only in the event of such loss. Notwithstanding the foregoing, Tenant will be obligated to pay the rental called for hereunder in the event of damage to or destruction of the Premises or the Property, if such damage or destruction is occasioned by the negligence or fault of Tenant, or its agents or employees. Insurance premiums paid for insurance coverage required under this Article 6 by Landlord will be a portion of the "Expenses" described in Article 2.

6.2 Tenant's Casualty Insurance Obligations. Tenant will be solely responsible for determining the amounts and scope of insurance coverage, if any, Tenant deems necessary in connection with the insuring of its machinery, equipment, furniture, fixtures, and personal property (also including property under the care, custody, or control of Tenant) that may be located in, on, or about the Premises against:

- a. loss or damage by fire; and
- b. such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to a tenant's or Tenant's machinery, equipment, furniture, fixtures, personal property, and business located in a building similar in construction, general location, use, occupancy, and design to the Property, including, but without limiting the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, and such other coverage as Tenant may deem appropriate or necessary.

6.3 Landlord's Liability Insurance Obligations. Landlord will, as a portion of the Expenses defined in Article 2, maintain, for its benefit and the benefit of its managing agent, commercial general liability insurance against claims for personal injury, death, or property damage occurring on, in, or about the Property, such insurance to afford protection to Landlord and its managing agent.

6.4 Tenant's Liability Insurance Obligations. Tenant will, at Tenant's sole cost and expense, but for the mutual benefit of Landlord, Landlord's members, Landlord's managing agent, any Mortgagee,

or other party reasonably requested by Landlord, and Tenant, maintain commercial general liability insurance against claims for personal injury, death, or property damage occurring on, in, or about the Premises, such insurance to afford protection to Landlord, Landlord's members, Landlord's managing agent, any Mortgagee or other party reasonably requested by Landlord, and Tenant to the limit of not less than \$3,000,000.00 in respect to the injury or death to a single person, to the limit of not less than \$3,000,000.00 in respect to the injury or death to any one accident, and to the limit of not less than \$5,000,000.00 in respect to any property damage. All of Tenant's insurance will be written by companies rated at least A-VII by A.M. Best Company and otherwise reasonably satisfactory to Landlord, and with deductibles reasonably satisfactory to Landlord, and will name Landlord, Landlord's members, Landlord's managing agent, any Mortgagee, or other party reasonably requested by Landlord as additional insureds thereunder. Tenant will deliver a certified copy of each policy, or other evidence of insurance reasonably satisfactory to Landlord, (a) on or before the Commencement Date (and prior to any earlier occupancy by Tenant), (b) not later than thirty (30) days prior to the expiration of any current policy or certificate, and (c) at such other times as Landlord may reasonably request. If Landlord allows Tenant to provide evidence of insurance by certificate, Tenant will deliver an ACORD Form 27 (or equivalent) certificate and will attach or cause to be attached to the certificate copies of the endorsements required under this Article 6 (including, without limitation, the "additional insured" endorsement). The coverage provided by Tenant's insurance will be deemed primary to any liability coverage secured by Landlord. Such insurance will also afford coverage for all claims based on acts, omissions, injury, or damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Premises and this Lease on a "per location" basis.

6.5 Indemnification.

6.5.1 Tenant agrees to indemnify, protect, defend, and hold Landlord and Landlord's directors, members, agents, employees, lenders, and agents harmless from and against any and all claims, costs, expenses, liabilities, actions, and damages, including, without limitation, costs on behalf of any person or persons, firm or firms, corporation or corporations, arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this Lease, or arising from any act or negligence on the part of Tenant, or its agents, employees, servants, customers, business invitees, or contractors, or arising from any accident, injury, or damage to the extent caused by Tenant, or its agents, employees, servants, customers, business invitees, or contractors, to any person, firm, or corporation, occurring during the Term or any renewal thereof, in or about the Premises or the Property. Said indemnification does not include attorneys' fees.

6.5.2 Landlord agrees to indemnify, protect, defend, and hold Tenant and Tenant's directors, shareholders, members, agents, employees, servants, lenders, and managing agents harmless from and against any and all claims, costs, expenses, liabilities, actions, and damages, including, without limitation, costs on behalf of any person or persons, firm or firms, corporation or corporations, arising from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to

be performed, pursuant to the terms of this Lease, or arising from any act or negligence on the part of Landlord, or its agents, employees, servants, customers, business invitees, or contractors, or arising from any accident, injury, or damage to the extent caused by Landlord, or its agents, employees, servants, customers, business invitees, or contractors, to any person, firm, or corporation, occurring during the Term or any renewal thereof, in or about the Premises or the Property. Said indemnification does not include attorneys' fees.

6.6 Landlord's Deductible. Anything in this Lease to the contrary notwithstanding, in the event any damage to the Property results from any act or omission of Tenant, or its agents, employees, servants, customers, or business invitees, and all or any portion of Landlord's loss is "deductible," Tenant will pay to Landlord the amount of such deductible loss.

6.7 Tenant's Property. All property in the Property or on the Premises belonging to Tenant, or its agents, employees, or invitees, or otherwise located at the Premises, will be at the risk of Tenant only. Landlord will not be liable for damage thereto or theft, misappropriation, or loss thereof, and Tenant agrees to defend and hold Landlord, and its agents, employees, and servants, harmless and indemnify them against claims and liability for injuries to such property.

6.8 Tenant's Failure To Insure. In the event, after five (5) days' written notice, Tenant fails to provide Landlord with evidence of insurance required under this Article 6, Landlord may, but will not be obligated to, without further demand on Tenant, and without waiving or releasing Tenant from any obligation contained in this Lease, effect such insurance. Tenant agrees to repay, upon demand, all such sums incurred by Landlord in effecting such insurance. All such sums will become a part of the Rent payable hereunder, but no such payment by Landlord will relieve Tenant from any default under this Lease.

Article 7 – Certain Rights Reserved by Landlord

7.1 Rights Reserved by Landlord. Landlord reserves the following rights, exercisable without notice and without liability to Tenant, and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession, or giving rise to any claim for setoff or abatement of Rent:

a. Control Signage. Subject to the terms of §16.23, to control, install, affix, and maintain any and all signs on the Property, or on the exterior of the Property, and in any common corridors, entrances, and other common areas thereof, except those signs within the Premises not visible from outside the Premises.

b. Restrict Services. To reasonably designate, limit, restrict, and control any service in or to the Property, including, without limitation, the designation of sources from which Tenant may obtain sign painting and lettering. Any restriction, designation, limitation, or control imposed by reason of this subparagraph will be imposed uniformly on Tenant and other tenants or Tenants occupying space in the Property.

c. Retain Keys. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises (except for keys to dock doors that will not be retained by Landlord until termination or expiration of this Lease). Except with respect to dock doors as provided above, no locks will be changed without the prior written consent of Landlord, and keys to any and all new locks will be immediately delivered to Landlord. This provision will not apply to Tenant's safes or other areas maintained by Tenant for the safety and security of moneys, securities, negotiable instruments, stored vehicles or equipment inside the building or similar items. Landlord shall not have access to the impound/evidence portion of the Building.

d. Make Repairs. To make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Property, or any part thereof, and for such purposes to enter on the Premises, and during the continuation of any of such work, to temporarily close doors, entryways, public spaces, and corridors in the Property and to interrupt or temporarily suspend services and facilities, provided, however, Landlord shall use commercially reasonable efforts not to prevent Tenant's access to the Premises and to not disturb the operation of Tenant's business Landlord shall give Tenant reasonable advance notice other than in the event of an emergency.

7.2 Emergency Entry. Landlord and its agents may enter the Premises at any time in case of emergency and will have the right to use any and all means that Landlord may deem proper to open such doors during an emergency in order to obtain entry to the Premises. Any entry to the Premises obtained by Landlord in the event of an emergency will not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or detainer of, the Premises, or to be an eviction of Tenant from the Premises or any portion thereof.

7.3 Right of Landlord to Perform. All covenants and agreements to be performed by Tenant under any of the terms of this Lease will be performed by Tenant at Tenant's sole cost and expense and without any abatement of Rent. If Tenant will fail to pay any sum of money (other than Rent due Landlord) required to be paid by it hereunder or will fail to perform any other act on its part to be performed hereunder, including, without limitation, the failure to commence and complete repairs promptly and adequately, and the failure to remove any liens or otherwise to perform any act or fulfill any obligation required of Tenant under this Lease, Landlord may, after fourteen (14) days' written notice (or such shorter notice period as Landlord may reasonably determine in the event of an emergency), but will not be obligated to do so, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such act on Tenant's part to be made or performed as in this Lease provided. All sums so paid by Landlord and all necessary incidental costs, will be payable to Landlord by Tenant as Rent on demand, and Tenant covenants to pay all such sums. Landlord will have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of Tenant's nonpayment of such sums, as in the case of default by Tenant in the payment of Rent to Landlord.

Article 8 – Alterations and Improvements

8.1 Procedures for Tenant's Improvements. Tenant will not make any improvements, alterations, additions, or installations in or to the Premises or the outdoor storage area (the "Work") without Landlord's prior written consent, which consent will not be reasonably withheld, delayed or conditioned (other than in connection with "Major Work" (defined below) for which Landlord's

consent may be granted or withheld in Landlord's sole and absolute discretion). As used herein, the term "Major Work" will mean Work involving modifications to or affecting the structural; mechanical; electrical, plumbing; fire/life safety; or heating, ventilating, and air-conditioning systems of the Building; or modifications to any portion of the Property outside the interior of the Premises. Along with any request for Landlord's consent and before commencement of the Work or delivery of any materials to be used in the Work to the Premises or into the Property, Tenant will furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits, and licenses, an indemnification in such form and amount as may be reasonably satisfactory to Landlord, and, with respect to third-party contractors performing work, a performance bond executed by a commercial surety reasonably satisfactory to Landlord, and in an amount equal to the Work and the payment of all liens for labor and material arising therefrom. Tenant agrees to defend and hold Landlord forever harmless from any and all claims and liabilities of any kind and description that may arise out of or be connected in any way with such improvements, alterations, additions, or installations. All Work will be done only by contractors or mechanics reasonably approved by Landlord and at such time and in such manner as Landlord may from time to time reasonably designate.

All Work done by Tenant, or its agents, employees or contractors, will be done at Tenant's sole cost and expense, and will be completed in such a manner as to avoid labor disputes. Landlord has informed Tenant of the probability, if Tenant, or any of its contractors, subcontractors, sub-subcontractors, employees, or agents, should use or employ nonunion labor in connection with any Work, that such use may occasion labor disputes, work stoppages, or other delays or difficulties in Landlord's construction of the Property and the Leasehold Improvements, Landlord's management of the Property, or the fulfillment of other obligations of Landlord under this Lease and under other leases with respect to the Property. Upon completion of the Work, Tenant will furnish Landlord with contractors' affidavits or unconditional lien releases and full and final waivers of liens, and receipted bills covering all labor and materials expended and used. The Work will comply with all insurance requirements and all laws, ordinances, rules, and regulations of all governmental authorities and will be constructed in a good and workmanlike manner. Tenant will permit Landlord to inspect construction operations in connection with the Work. Tenant will not be allowed to make any alterations, modifications, improvements, additions, or installations if such action results or would result in a labor dispute or otherwise would materially interfere with Landlord's operation of the Property. Landlord, by written notice to Tenant given at or prior to the termination of this Lease, may require Tenant to remove any improvements, additions, or installation installed by Tenant in the Premises, at Tenant's sole cost and expense, and repair or restore any damage caused by the installation and removal of such improvements, additions, or installations; provided, however, the only improvements, additions, or installations that Tenant will remove will be those specified in such notice.

The above notwithstanding, the parties acknowledge and agree that after the Commencement Date, Tenant will, at its sole cost and expense, make certain improvements to the Premises, including installation of exterior fencing and surveillance equipment.

8.2 Mechanics Liens. Tenant will keep the Premises and the Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Tenant. In the event Tenant elects to contest any mechanics liens, Tenant will indemnify, protect, defend, and hold Landlord

harmless from any liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by or at the direction of Tenant. In the event that Tenant does not, within fifteen (15) days following the imposition of any such lien, either cause such lien to be insured over in a manner reasonably acceptable to Landlord and to any Mortgagee or released of record by payment or by postponing a proper bond, Landlord will have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it will deem proper, including payment of and/or defense against the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith, including attorneys' fees and costs, will be payable as Rent to Landlord by Tenant on demand, with interest at the Interest Rate accruing from the date paid or incurred by Landlord until reimbursed to Landlord by Tenant.

Article 9 – Tenant's Repairs

9.1 **Tenant's Repair Obligations.** Tenant will, during the Term, at Tenant's expense, keep the Premises in as good order, condition, and repair as they were at the time Tenant took possession of the same, reasonable wear and tear and damage from fire and other casualties excepted. Tenant will keep the Premises in a neat and sanitary condition and will not commit any nuisance or waste on the Premises or in, on, or about the Property, throw foreign substances in the plumbing facilities, or waste any of the utilities furnished by the Landlord. All uninsured damage or injury to the Premises, or to the Property, caused by Tenant's moving furniture, fixtures, racks, equipment, or other devices in or out of the Premises or Property or by installation or removal of furniture, fixtures, racks, equipment, devices, or other property of Tenant, or its agents, contractors, servants, or employees, due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, or its servants, employees, agents, visitors, or licensees, will be repaired, restored, and replaced promptly by Tenant at its sole cost and expense to the reasonable satisfaction of Landlord. All repairs, restorations, and replacements will be in quality and class equal to the original work and will comply with all requirements of the Lease.

9.2 **Landlord's Inspection.** Landlord, or its employees or agents, will have the right to enter the Premises at any reasonable time or times for the purpose of inspection, cleaning, repairs, altering, or improving the same. However, nothing contained herein will be construed as imposing any obligation on Landlord to make any repairs, alterations, or improvements that are the obligation of Tenant.

9.3 **Joint Inspection upon Vacation.** Tenant will give written notice to Landlord at least thirty (30) days prior to vacating the Premises, for the express purpose of arranging a meeting with Landlord for a joint inspection of the Premises.

Article 10 – Assignment and Subletting

Tenant shall not sublet or assign any of the Premises without Landlord's prior written consent, which consent may be withheld by Landlord at its sole discretion. In the event Landlord consents to a sublease or assignment of the Lease hereunder, any subtenant or assignee must abide by all terms of this Lease and Tenant shall not Lease any or all of the Premises for storage or distribution of hazardous substances or materials in violation of applicable Environmental Laws, or in violation of Section 4.7 of this Lease. The subtenant or subtenants or assignee will agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions, and agreements of

this Lease to the extent of the space sublet or assigned, and Tenant will deliver to Landlord promptly after execution an executed copy of each such Lease or assignment and an agreement of compliance by each such subtenant or assignee. Consent by Landlord to any assignment of this Lease or to any subletting of the Premises will not be a waiver of Landlord's rights under this Article 10 as to any subsequent assignment or subletting.

Article 11 – Damage by Fire or Other Casualty

11.1 Tenantable Within 90 Days. If fire or other casualty will render the whole or any material portion of the Premises untenable, and the Premises can reasonably be expected to be made tenantable within ninety (90) days from the date of such event, then Landlord will repair and restore the Premises and the Property to as near their condition prior to the fire or other casualty as is reasonably possible within such 90-day period (subject to delays for causes beyond Landlord's reasonable control), and will notify Tenant that it will be doing so, such notice to be mailed within ten (10) days from the date of such damage or destruction. This Lease will remain in full force and effect, but the Rent for the period during which the Premises are untenable will be abated pro rata (based on the portion of the Premises that is untenable). If Landlord is required to repair the Property and/or the Premises as aforesaid, such work will be undertaken and prosecuted with all due diligence and speed.

11.2 Not Tenantable Within 90 Days. If fire or other casualty will render the whole or any material part of the Premises untenable, and the Premises cannot reasonably be expected to be made tenantable within ninety (90) days from the date of such event, then either party, by notice in writing to the other mailed within thirty (30) days from the date of such damage or destruction, may terminate this Lease effective upon a date within thirty (30) days from the date of such notice.

11.3 Property Substantially Damaged. In the event that more than fifty percent (50%) of the value of the Property is damaged or destroyed by fire or other casualty, and irrespective of whether damage or destruction can be made tenantable within ninety (90) days thereafter, then at Landlord's option, by written notice to Tenant, mailed within thirty (30) days from the date of such damage or destruction, Landlord may terminate this Lease effective upon a date within thirty (30) days from the date of such notice to Tenant.

11.4 Deductible Payments. If the Premises or the Property is damaged, and such damage is of the type insured against under the fire and special form property damage insurance maintained by Landlord hereunder, the cost of repairing such damage up to the amount of the deductible under such insurance policy will be included as a part of the Expenses. If the damage is not covered by such insurance policy and Landlord elects to repair the damage, then Tenant will pay Landlord a pro rata share of the "deductible amount" (if any) under Landlord's insurance policy, based on Tenant's Pro Rata Share of Expenses, and, if the damage was due to an act or omission of Tenant, Tenant will pay Landlord the entire amount of such deductible (if any) not to exceed \$25,000.

11.5 Landlord's Repair Obligations.

a. If fire or other casualty will render the whole or any material part of the Premises untenable, the Premises cannot reasonably be expected to be made tenantable within ninety (90)

days from the date of such event, and neither party hereto terminates this Lease pursuant to its rights herein;

b. If more than fifty percent (50%) of the value of the Property is damaged or destroyed by fire or other casualty, and Landlord does not terminate this Lease pursuant to its option granted herein; or

c. If fifty percent (50%) or less of the value of the Property is damaged or destroyed by fire or other casualty, and neither the whole nor any material portion of the Premises is rendered untenable, then Landlord will repair and restore the Premises and the Property to as near their condition prior to the fire or other casualty as is reasonably possible, using all due diligence and speed (subject to delays for causes beyond Landlord's reasonable control). The Rent for the period during which the Premises are untenable will be abated pro rata (based on the portion of the Premises that is untenable). In no event will Landlord be obligated to repair or restore any special equipment or improvements installed by Tenant at Tenant's expense. Tenant shall thereafter have the right to terminate this Lease if the repairs are not completed within one hundred eighty (180) days following the casualty.

11.6 Rent Apportionment. In the event of a termination of this Lease pursuant to this Article 11, Rent will be apportioned on a per diem basis and paid to the date of the fire or other casualty.

Article 12 – Eminent Domain

12.1 Tenant's Termination. If the whole of or any substantial part of the Premises is taken by any public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, so as to render (in Tenant's reasonable judgment) the remaining portion of the Premises unsuitable for the purposes intended hereunder, then the Term will cease as of the day possession will be taken by such public authority, and Landlord will make a pro rata refund of any prepaid Rent. All damages awarded for such taking under the power of eminent domain or any like proceedings will belong to and be the property of Landlord, Tenant hereby assigning to Landlord its interest, if any, in such award. In the event that fifty percent (50%) or more of the Building area of the Premises or fifty percent (50%) or more of the value of the Property is taken by public authority under the power of eminent domain, then, at Landlord's option, by written notice to Tenant, mailed within thirty (30) days from the date possession will be taken by such public authority, Landlord may terminate this Lease effective upon a date within thirty (30) days from the date of such notice to Tenant. Further, if all or any material part of the Premises is taken by public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, so as to render the remaining portion of the Premises unsuitable in Tenant's reasonable opinion, for the purposes intended hereunder, upon delivery of possession to the condemning authority pursuant to the proceedings, Tenant may, at its option, terminate this Lease as to the remainder (and entirety) of the Premises by written notice to Landlord, such notice to be given to Landlord within thirty (30) days after Tenant receives notice of the taking. Tenant will not have the right to terminate this Lease pursuant to the preceding sentence unless

a. the business of Tenant conducted in the portion of the Premises taken cannot in Tenant's reasonable judgment be continued with substantially the same utility and efficiency in the

remainder of the Premises (or any substitute space securable by Tenant pursuant to clause (b)); and

b. Tenant cannot secure substantially similar (in Tenant's reasonable judgment) alternate space on the same terms and conditions as set forth in this Lease from Landlord in the Property. Any notice of termination will specify the date not more than thirty (30) days after the giving of such notice as the date for such termination.

12.2 Tenant's Participation. Anything in this Article 12 to the contrary notwithstanding, Tenant will have the right to prove in any condemnation proceedings and to receive any separate award that may be made for damages to or condemnation of Tenant's movable trade fixtures and equipment, for moving expenses, and for its interest in this Lease or for loss of leasehold; provided, however, that no such separate award, or any action taken by Tenant in connection therewith, will diminish or prevent Landlord from obtaining any award in any such proceedings. Anything in this Article 12 to the contrary notwithstanding, in the event of a partial condemnation of the Property or the Premises and this Lease is not terminated, Landlord will, at its sole cost and expense, restore the Premises and Property to a complete architectural unit. The Base Rent provided for herein during the period from and after the date of delivery of possession pursuant to such proceedings to the termination of this Lease, will be reduced to a sum equal to the product of the Base Rent provided for herein multiplied by a fraction, the numerator of which is the fair market rent of the Premises after such taking and after the same has been restored to a complete architectural unit, and the denominator of which is the fair market rent of the Premises prior to such taking.

Article 13 – Surrender of Premises

13.1 Surrender of Possession. On the last day of the Term, or on the sooner termination thereof, Tenant will peaceably surrender the Premises in good condition and repair consistent with Tenant's duty to make repairs as herein provided. On or before the last day of the Term, or the date of sooner termination hereof, Tenant will, at its sole cost and expense, remove all of its property and trade fixtures and equipment from the Premises, and all property not removed will be deemed abandoned. Tenant hereby appoints Landlord its agent to remove all abandoned property of Tenant from the Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant. Landlord will not be liable for damage, theft, misappropriation, or loss thereof, and Landlord will not be liable in any manner in respect thereto. Tenant will pay all costs and expenses of such removal, transportation, and storage. Tenant will leave the Premises in good order, condition, and repair, reasonable wear and tear, and insured damage from fire and other casualty excepted. Tenant will reimburse Landlord upon demand for any expenses incurred by Landlord with respect to removal, transportation, or storage of abandoned property and with respect to restoring such Premises to good order, condition, and repair. All alterations, additions, and fixtures, other than Tenant's trade fixtures and equipment that have been made or installed by either Landlord or Tenant on the Premises, will remain the property of Landlord and will be surrendered with the Premises as a part thereof. If the Premises are not surrendered at the end of the term or sooner termination thereof, Tenant will indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, claims made by any succeeding tenants or Tenants founded on such delay and any attorneys' fees resulting therefrom. Tenant will promptly surrender all keys for the Premises to Landlord at the place then fixed for the

payment of rent and will inform Landlord of combinations on any vaults, locks, and safes left on the Premises.

13.2 Tenant Retaining Possession. In the event Tenant remains in possession of the Premises after expiration of this Lease, and without the execution of a new lease, but with Landlord's written consent, Tenant will be deemed to be occupying the Premises as a Tenant from month to month, subject to all the provisions, conditions, and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy; provided, however, that the Base Rent will be escalated to Landlord's then current base rent for the Premises according to Landlord's then current rental rate schedule for prospective Tenants. In the event Tenant remains in possession of the Premises after expiration of this Lease, without the execution of a new lease and without Landlord's written consent, Tenant will be deemed to be occupying the Premises without claim of right, and Tenant will pay Landlord for all costs arising out of loss or liability resulting from delay by Tenant in so surrendering the Premises as above provided and will pay as a charge for each day of occupancy, an amount equal to \$100.00 per day.

Article 14 – Default of Tenant

14.1 Events of Default. The occurrence of any one or more of the following events (Event of Default) will constitute a default and breach of this Lease by Tenant:

a. Monetary Default. If Tenant fails to pay any Rent due under this Lease or fails to pay any obligation required to be paid by Tenant when and as the same will become due and payable, and such default continues for a period of five (5) days after written notice thereof given by Landlord to Tenant.

b. Nonmonetary Default. If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more time is required to complete such performance, Tenant will not be in default if Tenant commences such performance within the 30-day period and thereafter diligently pursues its completion. The notice required by this subsection is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

c. Violation of Assignment or Sublet Requirements. If Tenant, by operation of law or otherwise, violates the provisions of Article 10 relating to assignment, Lease, mortgage, or other transfer of Tenant's interest in this Lease or in the Premises or in the income arising therefrom.

d. Environmental Default. If Tenant, by operation of law or otherwise, violates the provisions of §4.8 relating to compliance with environmental laws for a period of ten (10) days after written notice from Landlord, or such shorter time period as is reasonable in the event of an emergency; provided that if more time is required to complete such performance, Tenant will not be in default if Tenant commences such performance within the 10-day (or shorter, if applicable) period and thereafter diligently pursues its completion. The notice required by this subsection is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

14.2 Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, and at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy that Landlord may have, Landlord will be entitled to the rights and remedies set forth below.

a. Termination of Possession. Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease will terminate and Tenant will immediately surrender possession of the Premises to Landlord. In such event, Landlord will have the immediate right to reenter and remove all persons and property, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage that may be occasioned thereby. In the event that Landlord will elect so to terminate this Lease, then Landlord will be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including

1. the equivalent of the amount of the Rent that would be payable under this Lease by Tenant if this Lease were still in effect; less

2. the net proceeds of any reletting effected pursuant to the provisions of this §14.2 after deducting all of Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, alteration costs, and expenses of preparation of the Premises, or any portion thereof, for such reletting.

Tenant will pay such current damages in the amount determined in accordance with the terms of this §14.2 as set forth in a written statement thereof from Landlord to Tenant (Deficiency). Such payments will be made to Landlord in monthly installments on the days on which the Rent would have been payable under this Lease if this Lease were still in effect, and Landlord will be entitled to recover from Tenant each monthly installment of the Deficiency as the same will arise.

b. Damages. At any time after an Event of Default and termination of this Lease, whether or not Landlord will have collected any monthly Deficiency as set forth in this §14.2, Landlord will be entitled to recover from Tenant, and Tenant will pay to Landlord, on demand, as and for final damages for Tenant's default, an amount equal to the difference between the then present worth of the aggregate of the Rent and any other charges to be paid by Tenant hereunder for the unexpired portion of the Term (assuming this Lease had not been so terminated), and the then present worth of the then aggregate fair and reasonable fair market rent of the Premises for the same period. If the Premises, or any portion thereof, will be relet by Landlord for the unexpired Term, or any part thereof, before presentation of proof of such damages to any court, commission, or tribunal, the amount of Rent reserved upon such reletting will, prima facie, be the fair and reasonable fair market rent for the part or the whole of the Premises so relet during the term of the reletting. Nothing herein contained or contained in this §14.2 will limit or prejudice the right of Landlord to prove and obtain, as damages by reason of such expiration or termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, regardless of whether such amount be greater, equal to, or less than the amount of the difference referred to above.

c. Reentry and Removal. By any lawful means and upon the occurrence of an Event of Default by Tenant, Landlord will also have the right, with or without terminating this Lease, to reenter the Premises to remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. If Landlord will elect to reenter the Premises, Landlord will not be liable for damages by reason of such reentry.

d. No Termination; Recovery of Rent. If Landlord does not elect to terminate this Lease as provided in this §14.2, then Landlord may, from time to time, recover all Rent as it becomes due under this Lease. At any time thereafter, Landlord may elect to terminate this Lease and to recover damages to which Landlord is entitled.

e. Reletting the Premises. In the event that Landlord should elect to terminate this Lease and to relet the Premises, it may execute any new lease in its own name. Landlord shall use commercially reasonable efforts to relet the Premises. Tenant hereunder will have no right or authority whatsoever to collect any Rent from such Tenant. The proceeds of any such reletting will be applied to the payment of Rent and other charges due and unpaid hereunder.

14.3 Written Notice of Termination Required. Landlord will not be deemed to have terminated this Lease and Tenant's right to possession of the leasehold or the liability of Tenant to pay Rent thereafter to accrue or its liability for damages under any of the provisions hereof unless Landlord will have notified Tenant in writing that it has so elected to terminate this Lease. Tenant covenants that the service by Landlord of any notice pursuant to the applicable unlawful detainer statutes of the state in which the Property is located and Tenant's surrender of possession pursuant to such notice will not (unless Landlord elects to the contrary at the time of, or at any time subsequent to the service of, such notice, and such election be evidenced by a written notice to Tenant) be deemed to be a termination of this Lease or of Tenant's right to possession thereof.

14.4 Remedies Cumulative; No Waiver. All rights, options, and remedies of Landlord contained in this Lease will be construed and held to be cumulative, and no one of them will be exclusive of the other. Landlord will have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law whether or not stated in this Lease. No waiver by Landlord of a breach of any of the terms, covenants, or conditions of this Lease by Tenant will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition therein contained. No waiver of any default of Tenant hereunder will be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver will affect default other than as specified in such waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar acts by Tenant.

14.5 Waiver of Damages for Reentry. To the extent that Landlord complies with all applicable law, Tenant hereby waives all claims by Landlord's reentering and taking possession of the Premises or removing and storing the property of Tenant as permitted under this Lease and will save Landlord harmless from all losses, costs, or damages occasioned Landlord thereby. No such reentry will be considered or construed to be a forcible entry by Landlord.

Article 15 – Subordination/Estoppel

15.1 **Lease Subordinate**. This Lease will be subject and subordinate to that certain U.S. Small Business Administration Loan from Rockford Local Development Corporation to Landlord for the benefit of Landlord known as the 504 Loan, as well as any mortgage, deed of trust, or ground lease now or hereafter placed on the Premises, the Building, the Property, or any portion thereof by Landlord, or its successors or assigns, and to amendments, replacements, renewals, and extensions thereof. Tenant agrees at any time hereafter, upon demand, to execute and deliver any commercially reasonable instruments, releases, or other documents that may be reasonably required for the purpose of subjecting and subordinating this Lease, as above provided, to the lien of any such mortgage, deed of trust, or ground lease. It is agreed, nevertheless, that as long as Tenant is not in default in the payment of Rent, or the payment of other charges to be paid by Tenant under this Lease, or the performance of all covenants, agreements, and conditions to be performed by Tenant under this Lease, then there will be no interference with Tenant's right to quiet enjoyment under this Lease, or with the right of Tenant to continue to occupy the Premises and to conduct its business thereon, in accordance with the terms of this Lease, as against any lessor, lessee, mortgagee, or trustee, or their respective successors or assigns.

15.2 **Attornment**. The above subordination provisions will be effective without the necessity of the execution and delivery of any further instruments on the part of Tenant to effect such subordination. Notwithstanding anything hereinabove contained in this Article 15, in the event the holder of any mortgage, deed of trust, or ground lease will at any time elect to have this Lease constitute a prior and superior lien to its mortgage, deed of trust, or ground lease, then, and in such event, upon any such holder or landlord or Landlord notifying Tenant to that effect in writing, this Lease will be deemed prior and superior in lien to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of such mortgage, deed of trust, or ground lease, and Tenant will execute such attornment agreement as may be reasonably requested by such holder.

15.3 **Tenant's Notice of Default**. Tenant agrees, provided the mortgagee, ground lessor, trust deed holder, or other secured party under any mortgage, ground lease, deed of trust, or other security instrument (Mortgagee) will have notified Tenant in writing (by way of a notice of assignment of lease or otherwise) of its address, Tenant will give such Mortgagee, simultaneously with delivery of notice to Landlord, by registered or certified mail, a copy of any such notice of default served on Landlord. Tenant further agrees that such Mortgagee will have the right to cure any alleged default during the same period that Landlord has to cure such default.

15.4 **Estoppel Certificates**. Tenant agrees from time to time upon not less than ten (10) days' prior written request by Landlord to deliver to Landlord a statement in writing certifying

- a. that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect and stating the modifications);
- b. the dates to which the Rent and other charges have been paid;

- c. that Landlord is not in default in any provision of this Lease or, if in default, the nature thereof specified in detail;
- d. the amount of monthly rental currently payable by Tenant;
- e. the amount of any prepaid rent; and
- f. such other matters as may be reasonably requested by Landlord or any mortgagee or prospective purchaser of the Property.

If Tenant does not deliver such statement to Landlord within such 10-day period, then Landlord shall deliver a second written request to Tenant and if Tenant does not deliver such statement to Landlord within three (3) business days following its receipt of such second notice, then Landlord and any prospective purchaser or encumbrancer of the Premises or the Property may conclusively presume and rely on the following facts:

- a. that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord;
 - b. that this Lease has not been canceled or terminated and is in full force and effect, except as otherwise represented by Landlord;
 - c. that the current amounts of the Base Rent are as represented by Landlord;
 - d. that there have been no Leases or assignments of the Lease;
 - e. that not more than one month's Base Rent or other charges have been paid in advance;
- and
- f. that Landlord is not in default under the Lease. In such event, Tenant will be estopped from denying the truth of such facts.

Article 16 – Miscellaneous

16.1 **Time Is of the Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

16.2 **Memorandum of Lease.** No memorandum of this Lease may be recorded by Tenant without the prior written consent of Landlord.

16.3 **No Brokers.** The parties acknowledge that neither party utilized the services of a broker to consummate this lease, and that no brokerage fees will be paid by either party.

16.4 **Notices.** All notices, demands, and requests will be in writing and will be effectively served by forwarding such notice, demand, or request by (i) email, (ii) certified or registered mail, postage prepaid, or (iii) commercial overnight courier service addressed as follows:

- a. If addressed to Tenant: Winnebago County Administration
404 Elm Street
Rockford, IL 61101
Attn: Patrick Thompson, Administrator
Email: PThompson@admin.wincoil.gov
- b. If addressed to Landlord: JMD Real Estate Holdings, LLC
4752 Baxter Road
Rockford, IL 61109
Attn: Martin Maggio
Email: marty@maggios.com

or at such other address as Landlord and Tenant may hereafter designate by written notice. The effective date of all notices (other than emails) will be the time of mailing such notice or the date of delivery to a commercial overnight courier service. An email notice will be deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. All notices and demands delivered by a party's attorney on a Party's behalf shall be deemed to have been delivered by that Party.

16.5 Landlord's Agent. All rights and remedies of Landlord under this Lease or that may be provided by law may be executed by Landlord in its own name individually, or in the name of its agent, and all legal proceedings for the enforcement of any such rights or remedies, including those set forth in Article 14 hereof, may be commenced and prosecuted to final judgment and execution by Landlord in its own name or in the name of its agent.

16.6 Quiet Possession. Landlord covenants and agrees that Tenant, upon paying the Rent and other charges herein provided for and observing and keeping the covenants, agreements, and conditions of this Lease on its part to be kept and performed, will lawfully and quietly hold, occupy, and enjoy the Premises during the Term.

16.7 Successors and Assigns. The covenants and agreements herein contained will bind and inure to the benefit of the Landlord, its successors and assigns, and Tenant and its permitted successors and assigns.

16.8 Severability. If any term or provision of this Lease will to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease will not be affected thereby, but each term and provision of this Lease will be valid and enforced to the fullest extent permitted by law. This Lease will be construed and enforced in accordance with the laws of the state in which the Premises are located.

16.9 No Abandonment or Waste. Tenant covenants not to do or suffer any waste or damage or disfigurement or injury to the Premises or Property.

16.10 Transfers by Landlord. The term “Landlord” as used in this Lease so far as covenants or obligations on the part of Landlord are concerned will be limited to mean and include only the owner or owners of the Property at the time in question, and in the event of any transfer or transfers or conveyances the then grantor will be automatically freed and released from all personal liability accruing from and after the date of such transfer or conveyance as respects the performance of any covenant or obligation on the part of Landlord contained in this Lease to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord will be binding on the Landlord, its successors and assigns, only during and in respect to their respective successive periods of ownership.

In the event of a sale or conveyance by Landlord of the Property or any part of the Property, and the assumption of all of the obligations of Landlord by the purchaser, the same will operate to release Landlord from any liability arising from and after the date of the conveyance upon any of the covenants or conditions herein contained, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. This Lease will not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which will be personally obligated on this Lease only as long as it is the owner of Landlord’s interest in and to this Lease.

16.11 Prevailing Party. If either party brings a proceeding or action involving the Premises to declare the rights hereunder or enforce the Terms hereof, and such initiating party is determined to be the prevailing party in any action, proceeding, or appeal thereon, the parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses, and their reasonable attorney’s fees arising as a result thereof.

16.12 Headings. The marginal or topical headings of the several articles and sections are for convenience only and do not define, limit, or construe the contents of such articles and sections.

16.13 Written Agreement. All preliminary negotiations are merged into and incorporated in this Lease.

16.14 Modifications or Amendments. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto. No receipt of money by Landlord from Tenant or any other person after termination of this Lease or after the service of any notice or after the commencement of any suit or after final judgment for possession of the Premises will reinstate, continue, or extend the Term or affect any such notice, demand, or suit, or imply consent for any action for which Landlord’s consent is required, unless specifically agreed to in writing by Landlord. Any amounts received by Landlord may be allocated to any specific amounts due from Tenant to Landlord as Landlord determines.

16.15 Landlord Control. Landlord will have the right to close any portion of the Building area or Land to the extent as may, in Landlord’s reasonable opinion, be necessary to prevent a dedication thereof or the accrual of any rights to any person or the public therein. Landlord will at all times have full control management and direction of the Property, subject to the rights of Tenant in the Premises, and Landlord reserves the right at any time and from time to time to reduce, increase, enclose, or otherwise change the size, number, and location of buildings, layout, and nature of the Property, to

construct additional buildings and additions to any building, and to create additional rentable areas through use and/or enclosure of common areas, or otherwise, and to place signs on the Property, and to change the name, address, number, or designation by which the Property is commonly known. Landlord will use commercially reasonable efforts in exercising its rights under this §16.16 to not materially interfere with Tenant's normal use of or access to the Premises in connection therewith.

16.16 Not Binding Until Properly Executed. Employees or agents of Landlord have no authority to make or agree to make a lease or other agreement or undertaking in connection herewith. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises. This document becomes effective and binding only upon the execution and delivery hereof by the proper officers of Landlord and by Tenant. Tenant confirms that Landlord and its agents have made no representations or promises with respect to the Premises or the making of or entry into this Lease except as in this Lease expressly set forth, and agrees that no claim or liability will be asserted by Tenant against Landlord for, and Landlord will not be liable by reason of, breach of any representations or promises not expressly stated in this Lease. This Lease, except for the Property Rules and Regulations, in respect to which this §16.17 will prevail, can be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord will alter, change, or modify any of the provisions hereof.

16.17 Compliance with Laws and Recorded Covenants. Tenant will not use the Premises or permit anything to be done in or about the Premises that will, in any way, conflict with any law, statute, ordinance, or governmental rule or regulation now in force or that may hereafter be enacted or promulgated. Tenant will, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules and regulations now in force or that may hereafter be in force, and with the requirements of any fire insurance underwriters or other similar body now or hereafter constituted relating to or affecting the condition of the Premises of Tenant's specific use, or occupancy of the Premises. Tenant will use the Premises and comply with any recorded covenants, conditions, and restrictions affecting the Premises and the Property as of the commencement of the Lease or that are recorded during the Term.

16.18 Tenant Obligations Survive Termination. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term will survive the expiration or earlier termination of the term hereof, including, without limitation, all payment obligations with respect to Expenses and all obligations concerning the condition of the Premises.

16.19 Tenant Claims of Landlord Default. Any claim that Tenant may have against Landlord for default in performance of any of the obligations herein contained to be kept and performed by Landlord will be made by Tenant to Landlord, in a commercially reasonable timeframe, in writing pursuant to the delivery methods set forth in Section 16.4 above.

16.20 Tenant Authorization. Tenant will furnish to Landlord, promptly upon demand, a corporate resolution, proof of due authorization of partners, or other appropriate documentation reasonably requested by Landlord evidencing the due authorization of Tenant to enter into this Lease.

16.21 No Partnership or Joint Venture. This Lease will not be deemed or construed to create or establish any relationship or partnership or joint venture or similar relationship or arrangement between Landlord and Tenant hereunder.

16.22 Prohibited Signs. Tenant will not place, or permit to be placed or maintained, on any exterior door, wall, or window of the Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window or door, or that can be seen through the glass, of the Premises except as specifically approved in writing by Landlord. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter, or thing as may be approved, in good condition and repair at all times. Tenant agrees at Tenant's sole cost that any Tenant sign will be maintained in strict conformance with Landlord's sign criteria, if any, as to design, material, color, location, size, letter style, and method of installation.

16.23 Governing Law; Venue. This Lease is governed by, and must be interpreted under, the internal laws of the State of Illinois. Venue for any dispute hereunder shall be the 17th Judicial Circuit Court of Winnebago County, Illinois.

16.24 Approval. Prior to execution, the terms of this Lease must be approved by the County Board of Winnebago County, Illinois. Execution of this Lease by Tenant hereby confirms that such approval has been obtained, and Landlord can rely on such signature as having the necessary approvals and consent for the County and related entities to enter into this Lease.

16.25 Non-Appropriation: Tenant's funding of this Lease shall be on Tenant's Fiscal Year basis and is subject to annual appropriations. Landlord acknowledges that Tenant is a body politic and corporate, is precluded by the County of Winnebago, Illinois Code of Ordinances or Illinois State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Lease shall constitute an obligation of future legislative bodies of the County Board of Winnebago County, Illinois or State of Illinois to appropriate funds for purposes of this Lease. Accordingly, the parties agree that the terms within this Lease or any schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County Board of Winnebago County, Illinois or State of Illinois fail to appropriate such funds, the Landlord shall be paid all rentals due and owing hereunder up until the actual day of termination.

16.26 Termination of Lease. In addition to the Non-Appropriation section above, Tenant and Landlord shall have the right to terminate this Lease for any, or no, reason without penalty by providing each other with ninety (90) days prior written notice any time after Lease execution.

[Signature Page Follows]

In witness whereof, the Parties have executed this Lease as of the day and year first above written.

LANDLORD:

TENANT:

JMD REAL ESTATE HOLDINGS, LLC,
an Illinois limited liability company

COUNTY OF WINNEBAGO, ILLINOIS,
a body politic and corporate

By: Martin Maggio
Its: Manager

By: Joseph V. Chiarelli
Its: 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

EXHIBIT A
SITE PLAN

DRAFT

SITE PLAN

EXHIBIT A

516 Green Street (PIN: 11-22-481-002)



Project Area

-  Building - Garage Area
-  Building - Dock Area
-  Expansion Space - Office & Training Area
-  Premises - Parking Lot

Tax Parcels

-  Tax Parcels

1 inch equals 70 feet

Map Created: 7/1/2024

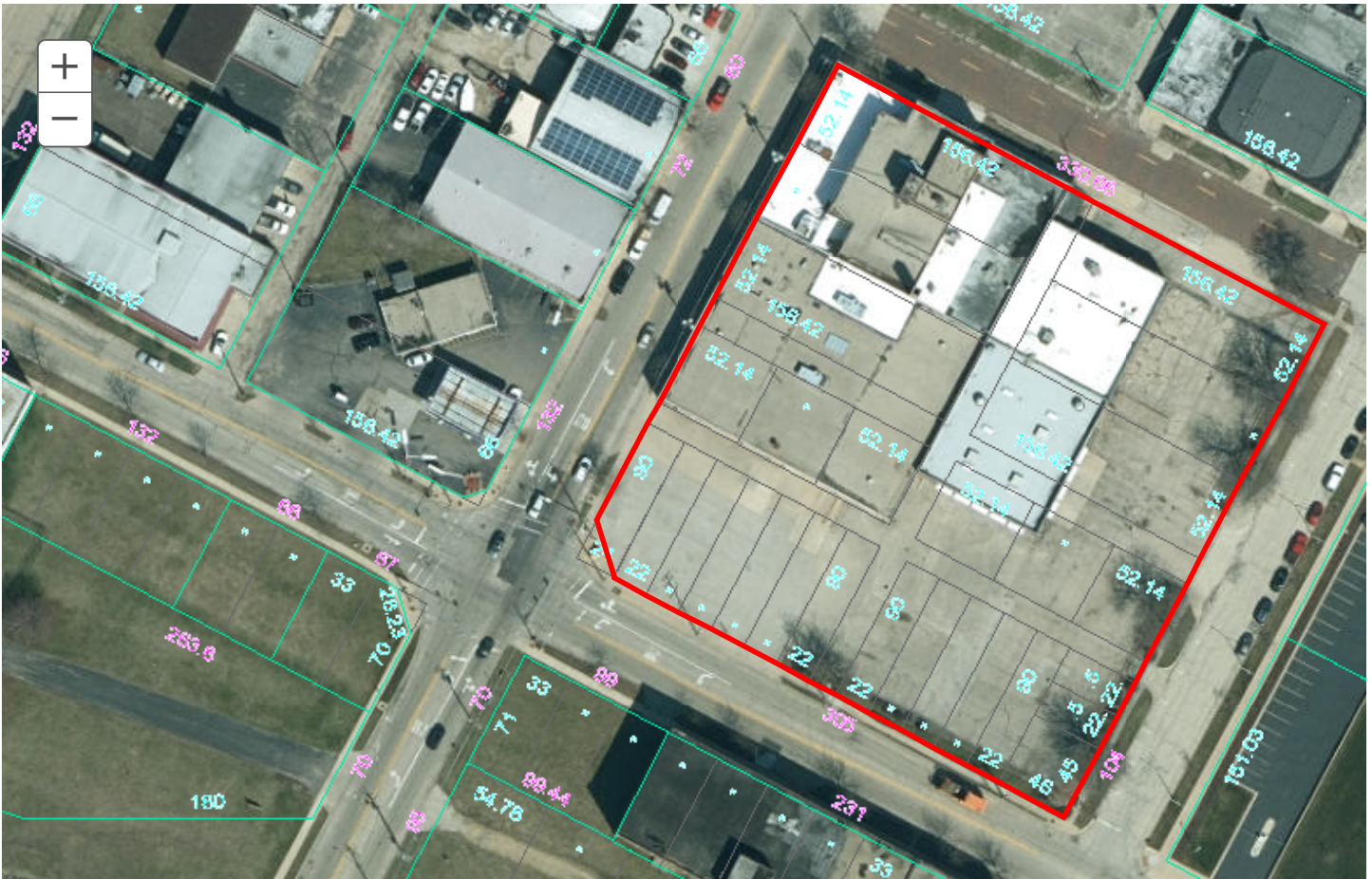


516 Green Street Lease Cost

#		RENT		
		Monthly	Annually	
1	Building - Garage Area	\$ 2,500	\$ 30,000	18,504 SQ FT
	Taxes	\$ 327	\$ 3,921	
		\$ 2,827	\$ 33,921	\$ 1.83 Cost per Sq Ft
2	Building - Dock Area	\$ 750	\$ 9,000	6,898 SQ FT
	Taxes	\$ 229	\$ 2,746	
		\$ 979	\$ 11,746	\$ 1.70 Cost per Sq Ft
TOTAL (1+2):		\$ 3,806	\$ 45,667	\$ 1.80 Cost per Sq Ft



Parcel Summary



516 GREEN ST

Pin	Alt.Pin	Property Size
1122481002	202D444A	Sq. Feet: 108701 Acres: 2.50

Owner Name and Address

MAGGIO, MARTIN
 4752 BAXTER RD
 ROCKFORD, IL 61109

Taxpayer Name and Address

MAGGIO, MARTIN
 4752 BAXTER RD
 ROCKFORD, IL 61109

Legal Description

WEST ROCKFORD ALL LTS 1 THRU 3 & ALL LTS 10 THRU 12 & N1/3 LTS 4 THRU 9 & ALL VAC ALLEYS ADJ TO SAID LTS BLK 35 & ROBERTSONS SUB OF PT BLKS 21-22-35 & 36 WEST ROCKFORD (EXC PT TO CITY BY 02-61498) ALL LTS 1 THRU 15 & ALL VAC ALLEYS ADJ TO SAID LTS BLK 35

Zoning District: C4

SCHOOLDIST : Rockford School Dist #205

GRADESCHOOL :

Flood Zone Type

X

In/Out

F

Property Use Code

0081

Description

Ind Land + Improve

Township

ROCKFORD

Assessor

Ken Crowley

Sales History

Date	Type	Amount	Doc. No
------	------	--------	---------

Year	Fair Market Value	Total Tax Bill	Code
2022	286830.00	10922.60	001

Current Exemptions



Property Code 202D444A Parcel ID 11-22-481-002

202D444A 11-22-481-002 New Name / Address
MAGGIO MARTIN
4752 BAXTER RD
ROCKFORD IL 61109
Phone: () -
Reason for Change Signature

1

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

ABBREVIATED LEGAL DESCRIPTION
WEST ROCKFORD ALL LTS 1 THRU 3 & ALL LTS 10 THRU 12 & N

MAGGIO MARTIN
4752 BAXTER RD
ROCKFORD IL 61109

Paid on 06/02/2023

Table with columns: Formula for Tax Calculation, 2022, Parcel ID: 11-22-481-002. Rows include Board of Review Assessed Value, Township Equalization factor, Board of Review Equalized Value, Home Improvement Exemption, etc.

06/02/2023 \$0.00

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

Township Assessor Phone Number: 815-965-0300 TOTAL TAX DUE: \$10,922.60



Property Code 202D444A Parcel ID 11-22-481-002

Location of Property: 516 GREEN ST Fair Market Value: 286,830

MAGGIO MARTIN
4752 BAXTER RD
ROCKFORD IL 61109

Paid on 06/02/2023

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

09/08/2023 \$0.00

2

ROCKFORD TOWNSHIP PROPERTY INFORMATION

Property	Aerial	Values & Exemptions	Tax Bills
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Property Location**Parcel Number:**

11-22-481-002

Property Code:

202D444A

Address:516 GREEN ST
Rockford, IL 61102**Taxpayer:**MAGGIO MARTIN
4752 BAXTER RD
ROCKFORD, IL 61109**Legal Description**WEST ROCKFORD ALL LTS 1 THRU 3 & ALL
LTS 10 THRU 12 & N1/3 LTS 4 THRU 9 & ALL
VAC ALLEYS ADJ TO SAID LTS BLK 35 &
ROBERTSONS SUB OF PT BLKS 21-22-35 & 36
WEST ROCKFORD (EXC PT TO CITY BY 02-
61498) ALL LTS 1 THRU 15 & ALL VAC ALLEYS
ADJ TO SAID LTS BLK 35**SEC / TWP / [LOT] / RNG [BLK] / ACRES**

000 000 035 0.00

Improvement Information**NBHD:**

83889

Class:

INDUSTRIAL

Land Use:

IMPROVED INDUSTRIAL

Building Name:

PHASE

Zoning:

C4

Year Built:

1918

Exterior Wall Height:

18

Exterior Walls:

BRICK/STONE

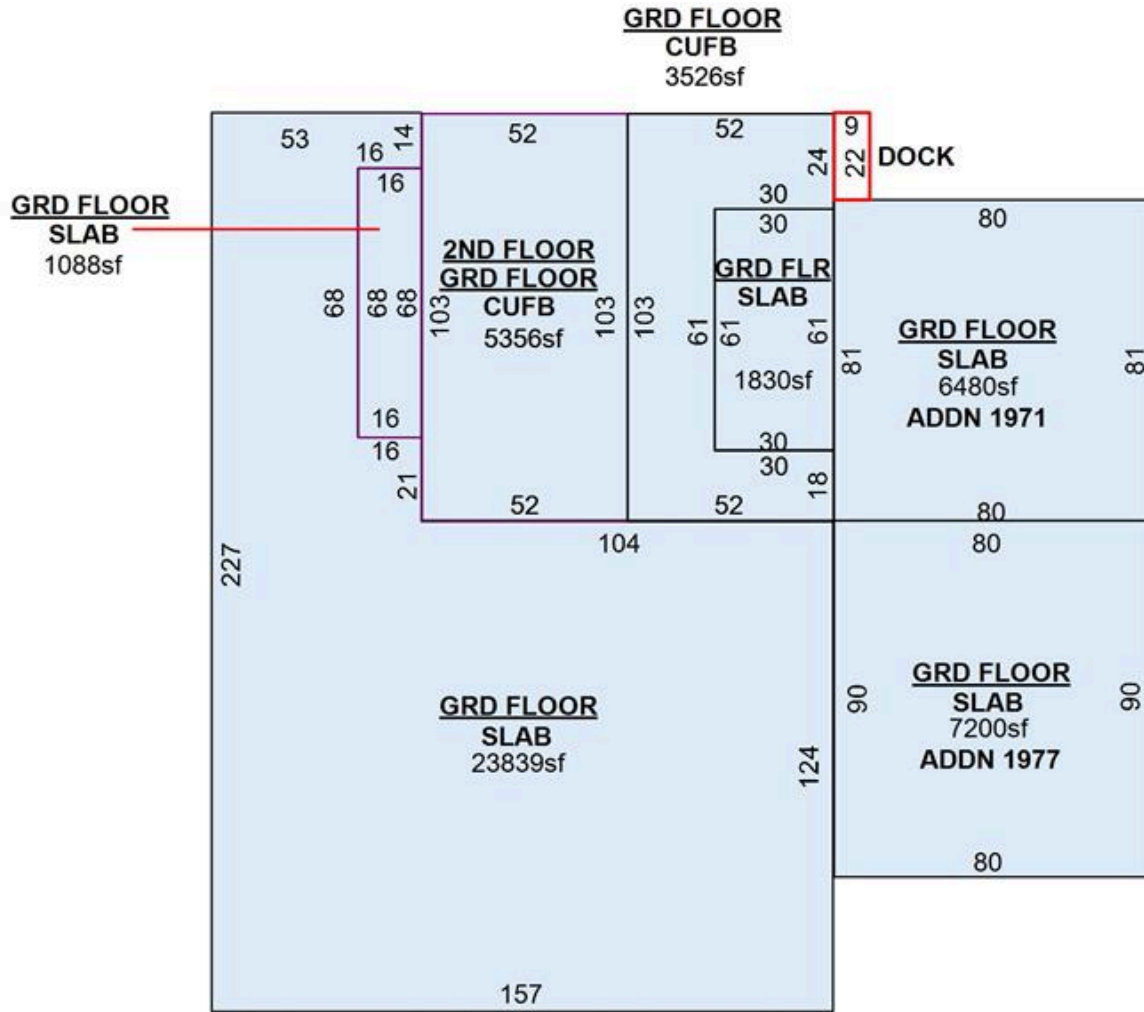
Gross Building SF:

55,763

Land SF:

108,701

Sketch



Building Permits

Pick-Up Year	BP Amount	Purpose
2021	4,200.00	Replace (2) Heaters
2006	582,709.00	REMODEL PHASE WAVE
2005	4,500.00	DEMO STORAGE BLDG
2005	0.00	INTERIOR DEMO PHASE WAVE
2000	119,000.00	REMODEL

Sales History

No recent Sales on file

Notes

SDR BLACKTOP PARKING 50,553 SF VACANT SINCE 2002; SMALL STORAGE BLDG
DEMOLISHED AS OF 7/28/04; 2020 REASSESSMENT; 2019 BP DONE FOR 1/2021-NO AV; 2022
REASSESSMENT

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

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

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Resolution Executive Summary

For ARPA or CIP Projects

Prepared By: Purchasing Department for Facilities
Committee Name: Operations & Administrative Committee
Committee Date: July 18, 2024
Board Date: July 25, 2024
Resolution Title: Resolution Awarding Roof Replacement at Adult Probation Using CIP 23 PSST Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$200,000
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount?	\$200,000
Over or Under approved amount? UNDER	By: \$77,059
Reason for ARPA or CIP increase? N/A	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200-46320-C2324 Descriptor: CIP PSST 23	
Budget Impact? \$122,941	

Background Information: The roof at the Adult Probation Building is approximately 25+ years old and based on its current condition is in need of replacement. The roof was submitted to be replaced using CIP 23 PSST funds. There have been multiple patch jobs tied to the existing roof, several as early as this spring.

In May of 2024, the Purchasing Department went out for Re-Bid #24B-2348 to replace the roof at the Adult Probation Building. This project yielded (5) bids with the lowest bid received from H.C. Anderson Roofing Company. (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 15 attendees representing 10 companies.

Recommended By: Facilities Department

Follow-Up Steps: Purchasing will prepare the Purchase Order to H.C. Anderson Roofing Company for \$122,941.

**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 ROOF REPLACEMENT AT ADULT PROBATION USING CIP 23 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, Adult Probation building is in need of a roof replacement; and,

WHEREAS, the County went out for Re-Bid #24B-2348 Roof Replacement at Adult Probation; 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:

**H.C. ANDERSON ROOFING COMPANY
12388 OLD RIVER ROAD
ROCKTON, ILLINOIS 61072**

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 \$122,941 to H.C. Anderson Roofing Company 12388 Old River Road, Rockton, IL 61072.

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-2348 ROOF REPLACEMENT AT ADULT PROBATION

BID OPENING - JUNE 13, 2024 @ 10:00 AM

VENDOR NAME	Tori Construction	Distinctive Roofing, Inc.	H.C. Anderson Roofing Company	McDermaid Roofing & Insulating Company	J&F Chiattello Construction
BASE PRICE TO COMPLETE PROJECT	\$351,500	\$128,032	\$122,941	\$218,000	\$180,403
PRICE PER SQ FT OF INSULATION (IF NEEDED)	\$125.00	\$3.95	\$4.00	\$4.37	\$5.00
LEAD DAYS FOR MATERIALS	21 days	30 days	30 days	10 days	0 days
NUMBER OF DAYS TO COMPLETE WORK	30 days	20 days	15 days	14 days	10 days

**PUBLIC WORKS
COMMITTEE**

**Public Safety &
Judiciary
Committee**



Resolution Executive Summary

Prepared By: Sean Hughes
Committee: Public Safety and Judiciary Committee
Committee Date: 07/17/2024
Resolution Title: RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO EXECUTE THE FIRST AMENDMENT TO TOWER SITE LICENSE AGREEMENT
County Code: N/A
Board Meeting Date: 07/25/2024
Budget Information:

Was item budgeted? Yes	Amount: \$10,063 year
If not, explain funding source	
ORG/OBJ/Project Code	Budget Impact: N/A

Background Information: The Winnebago County Sheriff's Office entered into a 10-year lease in 2014 with Tarpon Towers II, LLC, successor-in-interest to Evangelical Christian Credit Union for the use and storage of radio equipment and operational needs for the emergency warning siren system. The lease expires on July 31, 2024. The parties desire to amend the agreement and the proposed amendment term will begin August 1, 2024.

Recommendation: Approve lease amendment

Contract/Agreement: Five years beginning August 1, 2024 with option to renew every 5 years for 3 additional terms.

Legal Review: The Winnebago County State's Attorney's Office has reviewed the agreement

Follow-Up: The Winnebago County Sheriff's Department will proceed with agreement(s) executions.

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

**RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO
EXECUTE THE FIRST AMENDMENT TO TOWER SITE LICENSE AGREEMENT**

WHEREAS, on October 21, 2014, the County of Winnebago, Illinois (“Licensee”), on behalf of the Winnebago County Sheriff’s Office and Tarpon Towers II, LLC, successor-in-interest to Evangelical Christian Credit Union (“Licensor”) entered into a Tower Site License Agreement (the “Agreement”) for an initial five (5) year term, subject to one (1) additional five (5) year term; and

WHEREAS, pursuant to said Agreement, Licensor leases to Licensee a portion of a certain Site, therein described, with the right to install and operate certain communication equipment thereon, on a portion of Licensor’s communications facility tower site located at 7241 Cliekeman Road, Rockford, Winnebago County, Illinois, all as more particularly described in the Agreement; and

WHEREAS, the Agreement is scheduled to expire on July 31, 2024, and the parties desire to provide Licensee with additional renewal terms to extend the Agreement; 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 First Amendment to the Agreement, attached hereto as Exhibit A, and recommends executing the First Amendment under the terms set forth in the First Amendment; and

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the First Amendment to Tower Site License Agreement with Tarpon Towers II, LLC, in substantially the same form as contained in Exhibit A; and

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

FIRST AMENDMENT TO TOWER SITE LICENSE AGREEMENT

This First Amendment to Tower Site License Agreement (“First Amendment”) dated as of the latter of the signature dates, below, is by and between **Tarpon Towers II, LLC**, a Delaware limited liability company, with offices at 8916 77th Terrace East, Suite 103, Lakewood Ranch, FL 34202, successor-in-interest to Evangelical Christian Credit Union (“Licensor”) and the **County of Winnebago, Illinois**, a body politic and corporate, on behalf of the **Winnebago County Sheriff’s Office**, with offices at 650 West State St, Rockford, IL 61101 (“Licensee”).

WHEREAS, Licensor and Licensee are parties to that certain Tower Site License Agreement dated October 21, 2014 (the “Agreement”) whereby Licensor leases to Licensee a portion of a certain Site, therein described, with the right to install and operate certain communication equipment thereon, on a portion of Licensor’s communications facility tower site located at 7241 Clikeman Road, Rockford, Winnebago County, Illinois, all as more particularly described in the Agreement; and

WHEREAS, the Agreement is scheduled to expire on July 31, 2024, and the parties desire to provide Licensee with additional renewal terms to extend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. **Paragraph 1**, Licensee shall be modified to read as follows:

The County of Winnebago, Illinois, a body politic and corporate, on behalf of the Winnebago County Sheriff’s Office.

2. **Section 3- “Term”**, shall be deleted and replaced with the following:

This Agreement shall be effective as of the date it is fully executed by both parties and shall terminate on July 31, 2029.

3. **Section 4- “Renewal Terms”**, shall be deleted and replaced with the following:

Licensee is hereby granted three (3) additional terms of five (5) years each on the same terms and conditions as found in the Agreement, except as might otherwise be provided herein. Each renewal term shall automatically take effect unless Licensee notifies Licensor of its intent not to renew the Agreement no less than ninety (90) days prior to the expiration of the immediately following term.

In consideration of the additional renewal terms provided for, above, Licensee’s rent shall increase each year of each new renewal term by four percent (4%) over the rent in effect the immediately preceding year, with the first such increase occurring August 1, 2024 and on each subsequent August 1 thereafter.

4. **Section 6- “Rent”**, shall be deleted and replaced with the following:

Rent shall be payable, in advance, on or before the first day of each month at Dept 720047, P.O. Box 1335, Charlotte, NC 28201-1335, or such other address as Licensor may from time to time designate in writing to Licensee. For Licensee’s right to place and operate its Tower Equipment on the Site Tower and in the Site Building, Licensee shall pay Licensor monthly rent as provided in Section 4 above. From August 1, 2024 through July 31, 2025, the rent shall be \$838.60 and increased annually as provided herein.

5. Except as modified herein, the Agreement remains in full force and affect. All capitalized words and phrases not herein defined shall carry the same definition as required by the Agreement. In the event of a discrepancy or contradiction between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern and control.

Remainder of Page Intentionally Blank
Signature Page to Follow

IN WITNESS WHEREOF, Licensor and Licensee have executed this First Amendment as of the latter of the signature dates, below, intending to be legally bound thereby.

LICENSOR:
Tarpon Towers II, LLC
a Delaware limited liability company

LICENSEE:
County of Winnebago, Illinois
a body politic and corporate

By: _____
Print: Brett Buggeln
Title: COO

Date: _____

By: _____
Print: Joseph V. Chiarelli
Title: Chairman of the County Board
of the County of Winnebago, Illinois

Date: _____

ATTEST:

By: _____
Print: Lori Gummow
Title: Clerk of the County Board of the
County of Winnebago, Illinois

Date: _____

Winnebago County Sheriff's Office

By: _____
Print: Gary Caruana
Title: Winnebago County Sheriff
Date: _____

TOWER SITE LICENSE AGREEMENT

LICENSOR: Evangelical Christian Credit Union

LICENSEE: Winnebago County Sheriff

Address: 955 West Imperial Highway
P.O. Box 2400
Brea, California 92822-2400

Address: 650 West State St.
Rockford, Illinois 61101

Phone: 800/634-3228

Phone: 815/319-6000

Attn: REO Department

Attn: Deputy Chief Don Gasparini Jr.

WHEREAS, Evangelical Christian Credit Union (hereinafter referred to as "Licensor") owns a parcel of real estate commonly known as 7241 Clikeman Road in Winnebago County, Illinois upon which a tower and building are located that are capable of holding and storing radio airwave communication antennas and related equipment; and

WHEREAS, by virtue of an agreement entered into with Licensor's predecessor in title the County of Winnebago, by and through the Winnebago County Sheriff, (hereinafter collectively referred to as "Licensee"), is currently using space on the tower and in the building located at 7241 Clikeman Road for the placement and operation of radio airwave communications equipment; and

WHEREAS, Licensor and Licensee desire to enter into a new agreement to provide for the continued use by Licensee of the tower and building located at 7241 Clikeman Road for the placement and use of radio airwave communications equipment.

NOW, THEREFORE, in consideration of the covenants and promises set forth below, Licensor and Licensee agree as follows:

1. SITE.

The term "Site" in this Tower Site License Agreement (this "Agreement) means the real estate located at 7241 Clikeman Road in Winnebago County, Illinois and identified by Winnebago County property index number 07 21 100 006.

2. USE OF SITE.

Licensee acknowledges that Licensee owns and is currently operating the equipment listed in the attached Exhibit A, which is incorporated by referenced herein ("Tower Equipment").

During the term of this Agreement Licensee shall have the right operate its Tower Equipment and keep the antennas attached to the Site Tower, and the repeaters stored in the Site Building, in the same locations where that equipment is presently attached and/or stored. Licensee shall also have the right to access the Site, and any structures located thereon, for the purposes of replacing, maintaining, repairing, and operating its Tower Equipment, and shall only use the Site for those purposes or uses incidental thereto. Licensee shall not use the Site for any purpose prohibited by applicable law.

Licensee states the following: (a) the Site Building is presently divided into six (6) separately secured areas; (b) Licensee currently uses the approximately nine (9) foot by six and one-half (6 ½) foot area marked as area # 3, and located in the southwest corner of the Site Building, to store its repeaters; and (c) Licensee shares this space with two (2) Federal Law Enforcement Agencies. To the extent that the assertions in the immediately preceding sentence are accurate, and except as is provided in section 14 below, Licensor agrees to not allow any additional person or entity to use or access this space (area # 3) during the term of this Agreement without first obtaining Licensee's and the two federal agencies' consent.

Licensee shall also have the right to, at Licensee's option and expense, install and operate an emergency power generator and associated fuel tank on the Site, in a fenced in area adjacent to the Site Building, for Licensee's use in the event of a temporary loss of electricity service to the Site. In the event Licensee decides to exercise its option to install a generator and fuel tank on the Site, Licensee will notify Licensor in advance of installation and shall work with Licensor in determining the best place for installation.

It is understood and agreed that Licensee's right to use the Site, Site Tower, and Site Building is contingent upon Licensee continually maintaining in full force and effect all certificates, permits, and other approvals that may be required by any federal, state, or local authority. In the event that any of such certificate, permit, license, or approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Licensee will be unable to use the Site Tower for its intended purposes, this License shall automatically terminate.

This Agreement does not confer upon Licensee any real or personal property rights in the Site, Site Tower, Site Building, or the structures or equipment now or hereafter situated thereon except as is provided in this Agreement.

3. TERM.

This Agreement shall be effective as of the date it is fully executed by both parties, and shall terminate on July 31, 2019.

4. RENEWAL TERMS.

This Agreement shall automatically renew for one (1) additional five (5) year term under the same terms and conditions as are contained in herein unless Licensee notifies Licensor in writing of Licensee's intent not to renew no less than one hundred eighty (180) days prior to the end of the current term.

5. BINDING ON ASSIGNS.

This Agreement shall run with the land which comprises the Site, and shall be binding on Licensor's assignees.

6. RENT.

Rent shall be payable, in advance, on or before the first day of each month at 955 West Imperial Highway, Brea CA 92821, or at such other address as Licensor may from time to time designate in

writing to Licensee. For Licensee's right to place and operate its Tower Equipment on the Site Tower and in the Site Building, Licensee shall pay Licensor monthly rent as follows:

Effective Date of Agreement through December 31, 2014:	\$600.00
January 1, 2015 through December 31, 2015:	\$618.00
January 1, 2016 through December 31, 2016:	\$636.54
January 1, 2017 through December 31, 2017:	\$655.64
January 1, 2018 through December 31, 2018:	\$675.31
January 1, 2019 through July 31, 2019:	\$695.56

If Licensee renews this Agreement as provided for in Section 4 above, then the monthly rent shall be as follows:

August 1, 2019 through December 31, 2019:	\$695.56
January 1, 2020 through December 31, 2020:	\$716.43
January 1, 2021 through December 31, 2021:	\$737.92
January 1, 2022 through December 31, 2022:	\$760.06
January 1, 2023 through December 31, 2023:	\$782.86
January 1, 2024 through July 31, 2024:	\$806.35

7. UTILITIES.

Utilities are included in rent. Licensor shall directly contract with the electric utility company to provide electrical service to the Site and shall pay the costs billed for the electricity used by Licensee in operating the Tower Equipment. Licensor shall not be responsible, nor held liable, in any circumstance for any failures or disruptions of electrical service unless caused by Licensor's actions.

8. STRUCTURAL ANALYSIS AND INSTALLATION PROCESS.

The parties acknowledge and agree that Licensee's Tower Equipment is already installed on the Site and therefore no structural analysis nor installation process is required.

9. NON-EXCLUSIVE.

Licensee acknowledges and agrees that Licensor, at its sole discretion, has the right to grant other licenses, leases, or rights of use to the Site, Site Tower, and Site Building to parties other than Licensee; provided, however, that such uses initiated following the date of this Agreement do not interfere with Licensee's operation of its Tower Equipment.

10. INTERFERENCE.

Licensor agrees that Licensor, and Licensor's other lessees or licensees, shall not be permitted after the commencement of this Agreement to install any communications equipment on the Site which will cause a measurable interference with the operation of Licensee's Tower Equipment or which will be incompatible with, and therefore be interfered by the operation of, Licensee's Tower Equipment.

In the event Licensee's Tower Equipment in the future causes a measurable interference with Licensor's or Licensor's other lessee's or licensee's communications equipment located on the Site, and after Licensor has notified Licensee of such interference, Licensee will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Licensor shall have the right to cause Licensee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied.

In the event Licensor's, and/or Licensor's other lessee's or licensee's, communication equipment in the future cause a measurable interference with the use and operation by Licensee of its Tower Equipment, and after Licensee has notified Licensor of such interference, Licensor will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Licensor shall at Licensee's request cause the offending equipment to cease operating or reduce the power sufficiently to the offending equipment to remove the interference until the condition can be remedied.

11. MODIFICATION OF LICENSEE'S EQUIPMENT.

In the event Licensee wishes to modify the antennas it has attached to the Site Tower, it shall provide advance notice to Licensor and await Licensor's approval for such modifications; which approval shall not be unreasonably withheld, conditioned, or delayed. Licensee acknowledges that if its proposed antenna modifications will cause increased weight loading or wind loading on the Site Tower or any other structure located on the Site or will increase the sail area of the equipment or will cause Licensee's equipment to expand outside the Site, then Licensor's approval may be conditioned upon Licensee agreeing to pay additional rent and/or Licensee agreeing to pay for any structural upgrades required to the Site Tower to support such equipment. Replacing Licensee's antennas with antennas which are essentially the same size, shape, and weight as the antennas currently attached to the Site Tower, and which utilize the same airwave frequencies as the current antennas, shall not be construed to be a modification of Licensee's equipment under this section. Licensee may modify or replace its repeaters without Licensor's advance approval so long as such modification does not substantially interfere with Licensor's, or Licensor's other lessee's or licensee's, use of the Site Building.

12. EQUIPMENT, RECONFIGURATION, AND REMOVAL.

Licensee's Tower Equipment, and generator and fuel tank if installed, located in and on the Site, whether installed overhead, above ground, or underground, shall remain the personal property of the Licensee, and shall not be considered a fixture to the real estate. Licensee shall remove all of its Tower Equipment and other personal property from the Site prior to the expiration, or within thirty (30) days after the termination, of this Agreement. Licensee shall be financially responsible for the installation, replacement, modification, repair, maintenance, and/or removal of its Tower Equipment and other personal property. Licensee shall also within these time frames restore those portions of the Site, Site

Tower, and Site Building affected by Licensee's use to their original condition, reasonable wear and tear excepted. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

13. COMPLIANCE.

Licensor shall: (i) obtain and maintain all applicable federal, state, and local authorizations necessary to perform its obligations under this Agreement; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the Site, Site Tower, or this Agreement; and, (iii) maintain the Site and Site Tower in compliance with FCC rules pertaining to lighting, marking, inspection, and maintenance.

Licensee shall: (i) obtain and maintain all applicable federal, state, and municipal authorizations necessary to perform its obligations under this Agreement; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the Site, Site Tower, or this Agreement; (iii) maintain, in full force and effect, its licenses with respect to its Tower Equipment and permitted frequencies; (iv) not permit any third party to operate its Tower Equipment, or at its permitted frequencies; and, (v) promptly pay all charges, taxes, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority on or in connection with this Agreement.

14. SITE MAINTENANCE.

Licensor may reasonably inspect the Site, including any and all buildings, towers, and related structures located thereon, and may make any necessary repairs, modifications, additions or replacements, and perform any work that may be necessary to prevent interference, waste, or deterioration, or to comply with applicable laws and regulations, or to perform the obligations of Licensee should it fail to do so as required herein. Licensor reserves the right to replace or rebuild any tower, building, or structure on the Site. In the event Licensor decides to replace or rebuild a tower and/or building on the Site, Licensor shall give Licensee at least sixty (60) days notice in advance of such rebuilding or replacement. Licensee shall be relieved of its obligation to pay rent to Licensor for any time during which Licensee is not able to operate its communications equipment due to such replacement or rebuilding.

Licensee shall paint, at Licensee's expense, any of its equipment installed on the Site Tower (including transmission lines, antenna and all appurtenances) to match the Site Tower if the tower is painted from time to time to ensure the tower is in full compliance with applicable FCC, FAA, or other rules or regulations governing the tower.

15. WARRANTIES AND REPRESENTATIONS.

Licensee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Tower Equipment and covenants that it will operate its Tower Equipment within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical codes of the applicable county and/or state and, with respect to Licensee's hiring of tower climbers, the Occupational Safety and Health Act. Licensor represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Site Tower, and covenants that it will operate its Site Tower within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical codes of the

applicable county and/or state and, with respect to Licensor's hiring of tower climbers, the Occupational Safety and Health Act.

Licensor makes no guarantees as to communications performance or coverage for systems operating from the Site. Licensee acknowledges that it has examined and fully investigated the Site, Site Tower, and Site Building for condition, engineering, workmanship, and suitability for Licensee's purposes, and accepts the Site, Site Tower, and Site Building in their "as is, where is, with all faults" condition, and Licensor makes no warranties or representations, express or implied, statutory or otherwise, with respect to the matters referenced in this paragraph.

Each party hereto shall reasonably cooperate with the other party with regards to any actions, filings, approvals, permits, or leases necessary for the parties to exercise their respective rights hereunder. Licensee shall cooperate with Licensor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Licensee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement, or maintenance of the equipment of any user of the Site or Site Tower.

Licensee will not allow any liens of record to stand against the Site by reason of work, service, or materials, supplied through or under this Agreement by Licensee. Licensee shall cause any Mechanics' Lien filed against the Site by reason of any activity of Licensee to be discharged (by payment, deposit, or bond) of record within thirty (30) days after the date Licensee receives notice that the lien has been filed.

16. FORCE MAJEURE AND SITE DAMAGE.

The time for performance by Licensor or Licensee of any term, provision, or warranty of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of the Licensor or Licensee.

If the Site is fully or partially destroyed or damaged, and as a result thereof Licensee is unable to conduct its operations on the Site for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Licensee's operations before such event, Licensee shall so notify Licensor. Licensor shall then notify Licensee, within ten (10) days after such event, whether or not it intends to rebuild or otherwise restore the Site, Site Tower, and/or any building or structure on the Site. If Licensor elects not to rebuild or otherwise restore the Site, Site Tower, or any related structure or building, or remedy the condition, this Agreement shall automatically terminate effective the date the Site and/or structure located thereon was originally damaged. In the event Licensor elects to rebuild or repair the Site, Site Tower, or related structure located thereon, it shall notify Licensee of that election and Licensor shall thereafter pursue such restoration or rebuilding. If the repair period continues for in excess of sixty (60) days, then Licensee shall have the right to terminate this Agreement upon notice to Licensor.

17. DEFAULT.

A party shall be in default hereunder (a "Default") if:

1. it fails to make any payment on or prior to the date due, and does not cure such non-payment

within fifteen (15) days after receiving written notice; or

2. it breaches any non-monetary term of this Agreement and does not cure such breach within thirty (30) days after the non-breaching party provides the breaching party with written notice thereof; provided however, that if any such non-monetary breach is not capable of being cured within the requisite period of time, then so long as the party charged with the breach has been and is diligently pursuing such cure of the breach within the prescribed period, such party shall be given reasonable time to cure the breach, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Agreement.

Upon the occurrence of any Licensee Default, Licensor may, subject to the terms of this section, seek any remedy available at law or equity, including disconnecting and removing Licensee's Tower Equipment from the Site at the Licensee's expense.

Upon the occurrence of any Licensor Default, Licensee may, subject to the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate this Agreement. In no event, however, will Licensor be liable for any special, incidental, consequential, or punitive damages, including, but not limited to, damages for lost profits, in the case of its Default under this Agreement.

18. ASSIGNMENT.

Licensee shall not assign this Agreement, in whole or in part, or sublet or permit the Site, the Site Tower, Site Building, or the Tower Equipment, or any part thereof, to be used by others without the express written approval of Licensor. No assignment, sublease, or authorized use by others shall relieve Licensee of its obligations under this Agreement.

19. INSURANCE.

At all times during the term of this Agreement Licensee shall have in effect and maintain a general liability insurance policy or policies having a limit of not less than \$1,000,000.00 per occurrence and an aggregate limit of not less than \$5,000,000.00, with a self-insured retention of not greater than \$250,000.00, with a company or companies qualified to transact business in Winnebago County, Illinois and having an AM Best Rate of A-: VIII or greater. Within fifteen (15) days after the execution of this Agreement, and within fifteen (15) days after any subsequent request made by Licensor, Licensee shall provide to Licensor a certificate of insurance evidencing Licensee's general liability insurance coverage. The certificate of insurance shall name Licensor as an "additional insured" and shall provide that coverage shall not be cancelled or materially changed without Licensor being given at least thirty (30) days advance notice.

At all times during the term of this Agreement, Licensee shall also have in effect and maintain insurance policies for Worker's Compensation coverage in amounts not less than those required by Illinois statutes.

At all times during the term of this Agreement, Licensee shall also have in effect and maintain an insurance policy or policies for its Tower Equipment, any and all of its other property and the property of others for which Licensee is responsible related to this Agreement, against all loss or damage, including business interruption, in an amount no less than full replacement value. Licensor shall not

provide any such insurance. Unless caused by Licensor's negligence or willful conduct, Licensor assumes no responsibility for damage occurring to Licensee's Tower Equipment or other property, or that of Licensee's Contractors and/or subcontractors, including business interruption.

Further, at all times during the term of this Agreement, Licensee and Licensor shall each require their respective contractors and subcontractors (hereinafter collectively referred to as "Contractors") to carry liability insurance with minimum limits according to the following:

- (a) General Site Maintenance: Contractors performing General Site Maintenance, defined as: (i) grounds and vegetation maintenance and installation not requiring heavy equipment, or (ii) minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.):

- Each occurrence limit.....\$1,000,000.00
 - General Aggregate limit.....\$1,000,000.00

- (b) Site Work: Contractors working on the Site (other than General Site Maintenance), but not on the tower:

- Each occurrence limit.....\$3,000,000.00
 - General aggregate limit.....\$3,000,000.00

- (c) Tower Climbers: Work at a Site in any capacity that requires climbing the tower:

- Each occurrence limit.....\$5,000,000.00
 - General aggregate limit.....\$5,000,000.00

20. ESTOPPEL CERTIFICATES.

Each party hereto shall, upon reasonable notice, execute, acknowledge, and deliver to the other party a statement in writing of the status of any matter pertaining to this Agreement, including, without limitation, certifying that this Agreement is unmodified and in full force and effect (or, if there have been any modifications, that this Agreement is in full force and effect as modified and stating the modifications), the dates to which rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested. Failure to deliver such statements within ten (10) business days of request shall be conclusive and binding proof that this Agreement is in full force and effect, with such modifications as may have been agreed to in writing by the parties, that there are no defaults hereunder by the requesting party, that the responding party has no offsets or claims against the requesting party, and that no more than one month's consideration has been paid in advance.

21. LENDER'S CONTINUATION AND OTHER RIGHTS.

Licensee understands that Licensor has mortgaged or otherwise created a lien on the Site, or may do so in the future. Licensor's lender (together with its successors and assigns, the "Lender"), may have made a loan, or may make a loan in the future, to Licensor and/or certain of its affiliates, successors and/or assigns, secured by a mortgage or other security instrument, encumbering all of Licensor's interest in the Site. Licensee shall deliver to the Lender (to an address designated in writing by Licensor to Licensee) a copy of any default notice given by Licensee to Licensor under this Agreement. No

default notice from Licensee to Licensor shall be deemed effective as against Lender unless received by Lender. Licensee agrees that this Agreement shall be subordinate to mortgages or other security instruments executed between Licensor and its Lender that affect the Site. Licensee agrees to attorn to Lender in the event that Lender acquires title to the Site. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Licensee agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Licensee agrees that Licensor is solely responsible for its own actions and that in no event shall Lender be liable to Licensee for acts, omissions, or liabilities arising from this Agreement prior to Lender's acquisition. So long as Licensee is in good standing with and not in material default under this Agreement, Licensee's use of the Site, Site Tower, and Site Building shall not be interrupted or disturbed and shall continue in accordance with the terms of this Agreement. Licensor shall cooperate with Licensee in reaching a subordination, non-disturbance, and attornment agreement with Lender.

22. MISCELLANEOUS PROVISIONS.

(a) This Agreement contains the entire understanding of the parties with respect to its subject matter. No modification of this Agreement shall be effective unless contained in a written instrument executed by both parties.

(b) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties at the addresses written above, or as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(c) Any action brought relating to this Agreement shall be brought in Winnebago County, Illinois. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed by a party hereto.

Evangelical Christian Credit Union

By: 

Name: *Don Hughes*

As Its: *Vice President*

Date: *October 21*, 2014

The County of Winnebago

By: 

Name: *Richard A. Meyers*

Winnebago County Sheriff

Date: *10/14/*, 2014

Licensee's Inventory of Equipment for Tac-1 Antenna

LICENSEE'S FCC LEASE/CALL SIGNS: KYX862

EXPIRATION DATE: 08/08/2021

TOWER (SDA) MOUNTED EQUIPMENT LIST:

Licensee Owned Antennas (OR) Licensors's Master Antenna System

ANTENNAS # Mounting Height: 299' Direction: Up Down
 Transmit Receive
 Make: Unk Model: DB-224 Length: Approx 20'
 Weight: Unk Mount Type: Clamps Weight: Unk
 Azimuth: Unk ERP: 50 Watts Coax Size 7/8" Helix

18	299	1	20' x 4 Element Dipole	1	7/8	2
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Total Number of Antennas: 1
 Total Number of Feedlines: 1

GROUND & BUILDING EQUIPMENT LIST

Licensors Building: Licensee Building: Licensee Pad:
 Dimensions of Licensee's Building / Pad:
 Dimensions of Licensee's Floor Space: Approx 9' x 6.5' (Same space as Exhibit B-2)

Equipment Make: Motorola Equipment Model: T5365A
 Power Requirements: 120 volts Transmit Power: 100 watts
 Total # of Cabinets: 1 Cabinet Dimensions: W x D x H 22" x 20" x 46"

Transmit Frequencies:

Receive Frequencies:

Additional Information, if any:

In addition to transmitter/receiver (repeater), there is also a rack mounted UPS and a rack mounted duplexer.

Licensee's Inventory of Equipment for Siren Antenna

LICENSEE'S FCC LEASE/CALL SIGNS: WNMU286

EXPIRATION DATE: 10/31/2023

TOWER (SDA) MOUNTED EQUIPMENT LIST:

Licensee Owned Antennas (OR) Licensors's Master Antenna System

ANTENNAS # Mounting Height: 299' Direction: Up Down
Transmit Receive
Make: Unk Model: DB-224 Length: Approx 20'
Weight: Unk Mount Type: Clamps Weight: Unk
Azimuth: Unk ERP: 110 Watts Coax Size 7/8" Helix

19	299	1	20' x 4 Element Dipole	1	7/8	33
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Total Number of Antennas: 1
Total Number of Feedlines: 1

GROUND & BUILDING EQUIPMENT LIST

Licensors Building: Licensee Building: Licensee Pad:
Dimensions of Licensee's Building / Pad:
Dimensions of Licensee's Floor Space: Approx 9' x 6.5' (Same space as Exhibit B-1)

Equipment Make: Motorola Equipment Model: T5365A
Power Requirements: 120 volts Transmit Power: 110 watts
Total # of Cabinets: 1 Cabinet Dimensions: W x D x H 22" x 20" x 12"

Transmit Frequencies:

Receive Frequencies:

Additional Information, if any:

In addition to transmitter/receiver (repeater), there is also a rack mounted UPS and a rack mounted duplexer.



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: July 17, 2024
Board Meeting Date: July 25, 2024
Resolution Title: RESOLUTION ACCEPTING AWARD AND AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO EXECUTE FY24 LAW ENFORCEMENT CAMERA GRANT – FALL AGREEMENT

Budget Information:

Was item budgeted? No	Appropriation Amount: \$432,623.00
If not, explain funding source: State of Illinois, Illinois Law Enforcement Training and Standards Board	
ORG/OBJ/Project Code:	Descriptor:

Background Information: The County of Winnebago on behalf of the Winnebago County Sheriff’s Office has been awarded FY24 Law Enforcement Camera Grant – Fall, from the State of Illinois, Illinois Law Enforcement Training and Standards Board. The funding is reimbursement, specifically for in-car video, and officer-worn body cameras for law enforcement officers, data storage cost, and training for law enforcement officers in the operation of the cameras.

Recommendation: Approve the agreement.

Contract/Agreement: Attached

Legal Review: Yes.

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

**RESOLUTION ACCEPTING AWARD AND AUTHORIZING THE WINNEBAGO COUNTY BOARD
CHAIRMAN TO EXECUTE FY24 LAW ENFORCEMENT CAMERA GRANT - FALL AGREEMENT**

WHEREAS, the County of Winnebago on behalf of the Winnebago County Sheriff's Office has been awarded FY24 Law Enforcement Camera Grant – Fall, from the State of Illinois, Illinois Law Enforcement Training and Standards Board; and

WHEREAS, the funding is reimbursement, specifically for in-car video, and officer-worn body cameras for law enforcement officers, data storage cost, and training for law enforcement officers in the operation of the cameras; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Agreement, Resolution Exhibit A, and recommends accepting the award and approving the Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, Illinois an Agreement with THE STATE OF ILLINOIS, ILLINOIS LAW ENFORCEMENT TRAINING AND STANDARDS BOARD, 500 S. 9TH STREET, SPRINGFIELD, ILLINOIS, 62701, in substantially the same form as that attached Resolution Exhibit A, in the amount of FOUR HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED TWENTY-THREE DOLLARS AND ZERO CENTS (\$432,623.00).

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff's Office, County Board Office, Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, and County Auditor.

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



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Illinois Law Enforcement Training and Standards Board
AND
County of Winnebago**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and County of Winnebago (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

[Illinois Law Enforcement Training and Standards Board]

By: _____

Signature of [Head of Grantor], [Title]

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

[County of Winnebago]

By: Joe _____

Signature of Authorized Representative

Date: Jun 25, 2024

Printed Name: Joseph V. Chiarelli

Printed Title: Chair of the Winnebago County Board

E-mail: Joe@admin.wincoi.gov

By: _____

Signature of Second Grantee Approver, if applicable

Date: 06 25 24

Printed Name: GARY CANUANA

Printed Title: Sheriff

Second Grantee Approver
(optional at Grantee's discretion)

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. **Definitions.** Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

- 2.1. Term. This Agreement is effective on 04/10/2024 and expires on 06/30/2024 (the Term), unless terminated pursuant to this Agreement.
- 2.2. Amount of Agreement. Grant Funds must not exceed \$432,623.00, of which \$0 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.
- 2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): Not applicable
- 2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is, the federal awarding agency is, and the Federal Award date is. If applicable, the Assistance Listing Program Title is, and Assistance Listing Number is. The Catalog of State Financial Assistance (CSFA) Number is 569-00-2537 and the CSFA Name is FY24 Law Enforcement Camera Grant - Fall. If applicable, the State Award Identification Number (SAIN) is 20240113.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

- 3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and SBEVXUKXKGK3 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

- 3.2. Tax Identification Certification. Grantee certifies that: 366006681 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a: Government Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

- 3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

- 3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this

certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in Exhibit E. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central

Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must

include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby

procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. **Records Retention.** Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. **Required Periodic Financial Reports.** Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. **Financial Close-out Report.**

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. **Effect of Failure to Comply.** Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS**

11.1. **Required Periodic Performance Reports.** Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO, PART THREE, or Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. **Performance Close-out Report.** Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the

performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. **Audits.** Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. **Consolidated Year-End Financial Reports (CYEFR).** All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. **Entities That Are Not "For-Profit".**

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued

Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE**

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of

authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. **Failure to Provide Notification.** To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. **Notice of Impact.** Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. **Effect of Failure to Provide Notice.** Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. **Effect of Reorganization.** This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. **Prohibited Payments.** Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase

“Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys’ fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party’s agents, employees or subcontractors in the performance of their duties as described under this

Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a

conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The Illinois Law Enforcement Camera Grant Program was created to assist law enforcement agencies purchase officer-worn and in-car cameras. These grants to Illinois local governmental police agencies allow for the reimbursement of purchase price associated with in-car video cameras for use in law enforcement vehicles, officer-worn body cameras for law enforcement officers, data storage cost and training for law enforcement officers in the operation of the cameras.

EXHIBIT B

DELIVERABLES OR MILESTONES

Not applicable

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Lennora Burnom

Title: Grant Manager and GATA Officer

Address: 500 S. 9th Street, Springfield, Illinois 62701

GRANTEE CONTACT

Name: Rick Ciganek

Title: Chief Deputy

Address: 404 Elm Street, Rockford, IL 61101

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Lennora Burnom	Name: Rick Ciganek
Title: GATA Officer	Title: Chief Deputy
Address: 500 S. 9th Street, Springfield, Illinois 62701	Address: 404 Elm Street, Rockford, IL 61101
Phone: 217-720-6354	Phone: 815-319-6006
TTY#: 866-740-3933	TTY#:
E-mail Address: lennora.burnom@illinois.gov	E-mail Address: CiganekR@WCSO-IL.us

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

After receiving an award, an agency must comply with all reporting requirements of the Law Enforcement Camera Grant Act and the Law Enforcement Officer Body-Worn Camera Act.

In Car:

Any agency receiving grants from the Board for in-car video cameras must adopt a written policy based on the following model.

A - Installation: Cameras must be permanently installed in law enforcement agency vehicles.

B - Recording:

- Cameras must be turned on continuously throughout the officer's shift.
- Video recording must provide audio of the officer when the officer is outside of the vehicle.

C - Access to Recordings:

- Camera access must be restricted to the officer's supervisors in the vehicle.
- A copy of the video record must be made available upon request to personnel of the law enforcement agency, the local State's Attorney, and any persons depicted in the video, as provided by law. Procedures for the distribution of the video record must include safeguards to protect the identities of individuals who are not a party to the requested stop.

D - Minimum Storage: Law enforcement agencies that receive money under this grant shall provide for storage of the video records for a period of not less than 2 years.

E - Reporting:

- Each law enforcement agency receiving a grant for in-car video cameras under Section 10 of the Act must provide an annual report to the Board, the Governor, and the General Assembly on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant (while cameras remain in use). The report shall include the following:
 - The number of cameras received by the law enforcement agency;
 - The number of cameras installed in law enforcement agency vehicles;
 - A brief description of the review process used by supervisors within the law enforcement agency;
 - A list of any criminal, traffic, ordinance, and civil cases in which in-car video recordings were used, including party names, case numbers, offenses charged, and disposition of the matter.
 - Proceedings to which this subsection (e)(1)(D) applies include, but are not limited to, court proceedings, coroner's inquests, grand jury proceedings, and plea bargains.
 - Additional Information: From time to time, the Board may request any other information relevant to the program's administration. (Section 15 of the Act)

Body Worn:

A - Any agency receiving grants from the Board for officer-worn body cameras must adopt a written policy based on the following model:

- Written Policy: Any agency receiving a grant for officer-worn body cameras must adopt a written policy based upon this Section and the Board's basic guidelines published pursuant to the Law Enforcement Officer-Worn Body Camera Act.

B - Reporting:

- Each law enforcement agency receiving a grant for officer-worn body cameras under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant (while cameras remain in use). The report shall include:

- A brief overview of the makeup of the agency, including the number of officers utilizing officer-worn body cameras;
- The number of officer-worn body cameras utilized by the law enforcement agency;
- Any technical issues with the equipment and how those issues were remedied;
- A brief description of the review process used by supervisors within the law enforcement agency; and
- For each recording used in prosecutions of conservation, criminal, or traffic offenses or municipal ordinance violations:
 - The time, date, and location of the incident; and
 - The offenses charged and the date charges were filed.
- For each recording used in a civil proceeding or internal affairs investigation, including:
 - The number of pending civil proceedings and internal investigations;
 - In resolved civil proceedings and pending investigations:
 - The nature of the complaint or allegations;
 - The disposition, if known; and
 - The date, time, and location of the incident.

C - Additional Information: From time to time, the Board may request any other information relevant to the program's administration.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

N/A

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

- 27.1 Paragraph 4.4 is not applicable to this grant opportunity.
- 27.2 Paragraph 4.8 is not applicable to this grant opportunity.
- 27.3 Paragraph 10.1 is not applicable to this grant opportunity.
- 27.4 Paragraph 10.2 is not applicable to this grant opportunity.
- 27.5 Paragraph 10.3 is not applicable to this grant opportunity.
- 27.6 Paragraph 11.1 is not applicable to this grant opportunity.
- 27.7 Paragraph 11.2 is not applicable to this grant opportunity.
- 27.8 Paragraph 11.3 is not applicable to this grant opportunity.
- 27.9 Paragraph 11.2 is not applicable to this grant opportunity.
- 27.10 Paragraph 12.2 is not applicable to this grant opportunity.
- 27.11 In accordance with paragraph 22.10 the following exceptions have been approved for this grant opportunity: PFR PPR and Work Plan

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

- 27.12 The requirements of paragraphs 5.1 and 10.1 shall be met in accordance with 50 ILCS 707/15 and 50 ILCS 707/20, and 20 Ill. Adm. Code 1705.160
- 27.13 The requirements of paragraph 9.1 shall be met in accordance with 20 Ill. Adm. Code 1705.170
- 27.14 The requirements of paragraph 18.2 shall be met in accordance with 20 Ill. Adm. Code 1705.170
- 27.15 Pre-Award Costs are eligible for reimbursement for the period of January 1, 2021, through November 15, 2023.

27.15 Pre-Award Costs are eligible for reimbursement for the period of January 1, 2021, through November 15, 2023.

County of Winnebago - FY24 Fall Camera Grant Uniform Grant Agreement - 2024-06-12T093703 .016

Final Audit Report

2024-06-25

Created:	2024-06-25
By:	Marlana Dokken (mdokken@admin.wincoil.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsNUW_vn3IBX8Raj3A2KRXW25aAa3qQnw

"County of Winnebago - FY24 Fall Camera Grant Uniform Grant Agreement - 2024-06-12T093703.016" History

-  Document created by Marlana Dokken (mdokken@admin.wincoil.gov)
2024-06-25 - 2:24:53 PM GMT
-  Document emailed to joseph Chiarelli (joe@admin.wincoil.gov) for signature
2024-06-25 - 2:26:47 PM GMT
-  Email viewed by joseph Chiarelli (joe@admin.wincoil.gov)
2024-06-25 - 3:38:58 PM GMT
-  Document e-signed by joseph Chiarelli (joe@admin.wincoil.gov)
Signature Date: 2024-06-25 - 3:39:45 PM GMT - Time Source: server
-  Agreement completed.
2024-06-25 - 3:39:45 PM GMT

UNFINISHED BUSINESS

Appointments

ZONING COMMITTEE

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

SUBMITTED BY: ZONING COMMITTEE

SPONSORED BY: JIM WEBSTER

2024CO **DRAFT**

**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)**

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

WHEREAS, amendments may be made to Chapter 90 of the Winnebago County Code; and

WHEREAS, the Winnebago County Zoning Board of Appeals (ZBA) held a public hearing regarding the proposed amendment(s) after notice in the newspaper, as directed by the County Board and pursuant to State Law; and

WHEREAS, the County Board of the County of Winnebago, Illinois has reviewed and considered the testimony presented at the public hearing held by the ZBA and the ZBA's and Zoning Committee's recommendations, and hereby reluctantly agrees to replace their current regulations in the UDO pertaining to commercial wind power generating facilities / wind farms (aka commercial wind energy facilities) and solar farms (aka commercial solar energy facilities) with language -as mandated by the State of Illinois- that is consistent with State Law, 55 ILCS 5/5-12020, hence, effectively **limiting eliminating** the County's ability to self-regulate said land uses.

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Winnebago, Illinois that the specific sections, noted below, of Chapter 90 (known as the Unified Development Ordinance) of the Winnebago County Code of Winnebago County, IL be amended as follows:

The phrase [TEXT OMITTED] signals that text, which does not appear in this Amendment, appears in the corresponding section of the Ordinance which is unaltered by this Amendment and remains in full force and effect.

~~xx~~ / ~~xx~~ = text stricken / deleted xx / xx = new text added xx / xx / ~~xx~~ = existing text / unchanged

~~xx~~ = text stricken / deleted by ZBA

xx = new text added by ZBA

~~xx~~ = text stricken / deleted by ZC

xx = new text added by ZC

Article 1, Sec. 1.10 Exempted Uses

The following uses are exempted by this Ordinance and permitted in any zoning district: Poles, towers, wires, cables, conduits, vaults, laterals, pipes, mains, valves, or any other similar distributing equipment for telephone or other communications, electric power, gas, water and sewer lines, except cell towers, solar panels or wind ~~turbines~~towers; provided that the installations shall conform to Federal Communications Commission and Federal Aeronautics Administration rules and regulations and the regulations of other authorities having jurisdiction.

[TEXT OMITTED]

Article 7, Sec. 7.6 Permitted and Special Uses

7.6.1 Use Table

[TEXT OMITTED]

TABLE 7.1: AGRICULTURAL AND OPEN SPACE DISTRICTS PERMITTED AND SPECIAL USES					
USE	AG	A-1	A-2	OS	USE STANDARD
[TEXT OMITTED]					
INDUSTRIAL					
Solar Farm <u>Commercial Solar Energy Facility</u>	<u>P</u>	<u>P</u>	P		<u>Section 15.3.28 and Article 17</u>
[TEXT OMITTED]					
Wind Power-Generating Facility (Commercial)- <u>Commercial Wind Energy Facility</u>	P	P	P		<u>Section 15.3.31 and Article 17</u>
[TEXT OMITTED]					

Article 7, Sec. 7.7 Bulk and Yard Standards

7.7.1 Bulk and Yard Standards Table

Table 7.2: Agricultural and Open Space Districts Bulk and Yard Standards contains the bulk and yard standards for the agricultural and open space districts, except that, as to Commercial Wind Energy Facility and Commercial Solar Energy Facility, any less restrictive standards set forth in this Ordinance, and in conflict with this Section, shall apply.

[TEXT OMITTED]

Article 10, Sec. 10.5 Industrial Districts Use Table

10.5.1 Use Table

[TEXT OMITTED]

Table 10.1: INDUSTRIAL DISTRICTS PERMITTED AND SPECIAL USES				
Industrial Districts				
	I-L	I-G	I-H	USE STANDARDS
[TEXT OMITTED]				
INDUSTRIAL USES (INCLUDING SELECT AGRICULTURAL USES)				
[TEXT OMITTED]				
<u>Commercial Solar Energy Facility</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Section 15.3.28 and Article 17</u>
<u>Commercial Wind Energy Facility</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Section 15.3.31 and Article 17</u>
[TEXT OMITTED]				

Article 10, Sec. 10.6 Industrial Districts Bulk and Yard Standards

10.6.1 Bulk and Yard Standards Table

Table 10.2: Industrial Districts Bulk and Yard Standards contains the bulk and yard standards for the industrial districts, except that, as to Commercial Wind Energy Facility and Commercial Solar Energy Facility, any less restrictive standards set forth in this Ordinance, and in conflict with this section, shall apply. In addition, all uses within the Industrial Districts must comply with all federal, state and local laws regarding the activities conducted on-site.

[TEXT OMITTED]

Article 15, Sec. 15.3. Use Standards

15.3.28 Solar Farm

See Article 17 for Commercial Solar Energy Facility standards.

~~A. Solar panels shall be erected no less than two fifty (50) feet from any property line. All other structures must meet district yard requirements.~~

~~B. The borders of the property shall be secured with a fence or wall at least six (6) feet in height.~~

~~C. On-site power lines shall be placed underground to the maximum extent possible.~~

Article 15, Sec. 15.3. Use Standards

15.3.31 Wind Power Generating Facility

See Article 17 (~~Wind Power Generating Facility~~) for Commercial Wind Energy Facility standards.

ARTICLE 17: COMMERCIAL WIND ~~POWER GENERATING~~ENERGY FACILITIES AND COMMERCIAL SOLAR ENERGY FACILITIES

[TEXT OMITTED]

Article 17, Sec. 17.1. Purpose of Article

The regulations set forth in this Article are intended to ~~promote the health, safety, welfare, and morals of the residents of Winnebago County~~ **substantially comply with the State of Illinois' mandate** by establishing specific criteria for the siting, construction, maintenance, and decommissioning of Commercial Wind ~~Power Generating Energy~~ Facilities ("WPGF"), and Commercial Solar Energy Facilities, and facilities attendant thereto, consistent with 55 ILCS 5/5-12020.

Article 17, Sec. 17.2. Applicability

This Article, consistent with 55 ILCS 5/5-12020, shall provide the exclusive method for determining the eligibility of any Commercial Wind ~~Operated Energy Device (commercial service) or Wind Power Generating Energy Facility and Commercial Solar Energy Facility.~~ established for the purpose of producing electricity for sale to third parties

Article 17, Sec. 17.3. Permitted Use

A Commercial Wind ~~Power Generating Facility~~ Energy Facility and Commercial Solar Energy Facility shall be considered a permitted use in the AG, A-1 and A-2 districts as set forth in Article 7, if it meets all of the criteria set forth in this Article and any conditions imposed under Illinois and Federal statutes and regulations. A Commercial Wind Energy Facility and Commercial Solar Energy Facility shall also be considered a permitted use in the IL, IG, and IH Districts as set forth in Article 10, if it meets all of the criteria set forth in this Article and any conditions imposed under Illinois and Federal statutes and regulations. However, although said uses are a permitted use in said districts, the Zoning Board of Appeals (ZBA) shall conduct a public hearing within sixty (60) calendar days of the filing of a complete siting application, submitted in accordance with law and Section 17.4 (the items listed therein), for a Commercial Wind Energy Facility and/or Commercial Solar Energy Facility. Notice of the hearing shall be published in a newspaper of general circulation in the county. The parties shall be given an opportunity to present evidence and to cross-examine witnesses at the public

hearing, subject to reasonable time limitations set at the discretion of the ZBA at said hearing. The ZBA shall also allow public comment at the hearing in accordance with the Illinois Open Meetings Act. Said hearing shall be transcribed verbatim at the applicant's expense, and a copy of the transcribed hearing shall be provided to the County no later than forty-eight (48) hours prior to the Zoning Committee's consideration. And ultimately, the County Board shall make its siting decision -with consideration of the evidence (presented at the public hearing) and verbatim transcript of hearing -not more than thirty (30) calendar days after the conclusion of the ZBA's public hearing. The County shall approve the request for siting approval, or modification of an approved siting, if the request is in compliance with the standards and conditions imposed in 55 ILCS 5/5-12020, this zoning ordinance adopted consistent with 55 ILCS 5/5-12020, and the conditions imposed under State and Federal statutes and regulations. For clarification purposes, should County Board site approval be obtained, their approval does not waive one from complying with all applicable codes and ordinances as well as obtaining the permits noted hereafter in Section 17.4. or any other permits that may be required by State, Federal or local law.

A. The County values the import of the public's input in matters concerning land use and expressly recognizes that the citizenry of Winnebago County has maintained a long-standing cherished opportunity to be heard at zoning hearings. Accordingly, consonant with the spirit of the public hearing requirement set forth in 55 ILCS 5/5-12020(c), the County Board shall give due consideration to public testimony in making its siting decision. In doing so, the County Board may consider the factors set forth in Article 4, Section 4.3.4(4)(a-f), although no written findings of fact shall be required of the ZBA and/or County Board. Nothing shall prohibit the County Board from considering the transcribed record of the public hearing and the factors set forth in Article 4, Section 4.3.4(4)(a-f), in making its final determination.

Article 17, Sec. 17.4. Permits and Zoning Clearance Required

A. No Commercial Wind Energy Facility or Commercial Solar Energy Facility ~~wind turbine or WPGF subject to the requirements of this Article~~ shall be constructed within the County unless zoning clearance, building permits, and approval pursuant to the requirements of this Article have first been obtained by the facility owner ~~or operator~~ authorizing the construction of such facility.

[TEXT OMITTED]

C. Any material modification of the Commercial Wind Energy Facility ~~WPGF~~ and/or Commercial Solar Energy Facility after the issuance of siting approval and zoning clearance shall require a modification of the site approval and said clearance, ~~subject to review for compliance with the provisions of this Article, and~~ accompanied by the requisite fee. A public hearing shall be held on the application for modification in accordance with the procedure set forth in Section 17.3 of this Ordinance and 55 ILCS 5/5-12020, as may be amended from time to time. Non-material modifications shall not require a site approval ~~clearance~~ modification. The determination as to whether a modification is material for purposes of this Section shall be made by the Planning and Zoning Officer, in said officer's sole but reasonably exercised discretion.

D. The permit application shall contain, at a minimum, all the following information:

1. A narrative statement describing the proposed project, including:

- a. An overview of the project;
- b. The name and current address of the applicant and facility owner, and state (or country) of incorporation or organization (as applicable).
- c. The location of the project in general terms;
- d. As to a Commercial Wind Energy Facility, the approximate nameplate generating capacity of the project;
- e. As to a Commercial Wind Energy Facility, the number of wind turbines to be included within the project;
- f. The type (manufacturer), hub height, blade diameter, and nameplate capacity of the wind turbines to be included in the project;
- g. A general description of ancillary facilities;
- h. An executed copy of an agricultural impact mitigation agreement between the Facility Owner and the Illinois Department of Agriculture; and
- i. Evidence of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under the Illinois State Agency Historic Resources Preservation Act.

~~2. Evidence of agreement with the owners of all property within the project area indicating that the facility owner or operator has the authority to apply for a permit pursuant to this Article and has site control over all such areas for the relevant period of operation, including access easements, utility easements and site leases.~~

~~3.2.~~ Specific identification of all properties on which the commercial wind energy facility WPGF and or the commercial solar energy facility will be located. For purposes of this Section, identification shall be deemed satisfactory if it lists, for all parcels within the project area:

[TEXT OMITTED: a.- d.]

~~4. Specific identification of all properties adjacent to the commercial wind energy facility WPGF project area. For purposes of this Section, identification shall be deemed satisfactory if it lists, for all parcels within the project area:~~

- ~~a. Name(s) of owner(s) of record; and either~~
- ~~b. Property tax identification number(s); or~~
- ~~c. Legal description(s).~~

~~5.3. A site plan prepared by a professional engineer or land surveyor licensed in the State of Illinois with at least ten (10) years of experience doing comparable work, showing at a minimum, the location and layout of each of the following: in compliance with the requirements set forth in Article 4.~~

~~a. Wind turbines~~

~~b. Ancillary facilities.~~

~~c. Property lines within the project area.~~

~~d. Applicable setback lines.~~

~~e. Lines delineating distances of one hundred ten percent (110%) the turbine height and one thousand two hundred (1,200) feet as measured from the nearest point on the outside edge of a wind turbine tower.~~

~~f. Access driveways and vehicular use areas.~~

~~g. Substation(s), if any.~~

~~h. Transmission lines, whether above ground or buried.~~

~~i. All occupied buildings that are either (i) within the project area; or (ii) outside of the project area, but within one thousand two hundred (1,200) feet of any wind turbine.~~

~~j. A topographic map of all property within the project area, and for a distance of no less than one thousand two hundred (1,200) feet of land surrounding the project area.~~

~~k. Boundaries of subject leased area for siting of wind turbine and/or ancillary facilities, if applicable.~~

~~l. Operation and maintenance building(s), if applicable.~~

6.4. As to a Commercial Wind Energy Facility, a decommissioning plan prepared by a professional engineer licensed in the State of Illinois, in compliance with the requirements of Section 17.10, and setting forth:

a) the estimated deconstruction/decommissioning cost per turbine, in current dollars at the time of filing, for the commercial wind energy facility, taking into account, among other things:

i) the number of wind turbines and related commercial wind energy facilities involved;

ii) the original construction costs of the commercial wind energy facilities;

iii) the size and capacity of the wind turbines;

iv) the salvage value of the commercial wind energy facilities; and

v) the construction method and techniques for the wind turbines and other commercial wind energy facilities; and

b) a comprehensive detailed description of how the commercial wind energy facility owner plans to pay for the decommissioning of the commercial wind energy facility, the proposed method of decommissioning and establishing an estimate of the total cost of decommissioning in compliance with the requirements of Section 17.9.

~~7. Design specifications for any proposed wind turbines, including:~~

~~a. Certificates of design compliance written in English obtained by the manufacturer from Underwriters Laboratories, Det Norske Veritas, Germanischer Lloyd Wind Energies, or other similar certifying organizations.~~

~~b. Proof of redundant braking systems in compliance with Section 17.5.3.D.~~

~~e. Stamped engineered drawings of all proposed structures.~~

~~8. A sound level study conducted by an engineer licensed in the State of Illinois with significant experience conducting these studies who can confirm/certify that the site plan will comply with the Illinois Pollution Control Board regulations.~~

~~9. A baseline electromagnetic interference study, or a plan for conducting same, for purposes of determining levels of interference with electromagnetic signals, if any, attributable to the construction of the commercial wind energy facility WPGF. Said study shall be conducted and certified by a professional electrical engineer, licensed in the State of Illinois.~~

5. As to a Commercial Solar Energy Facility, a decommissioning plan prepared by a professional engineer licensed in the State of Illinois, in compliance with the requirements set forth in Section 17.11, and setting forth:

a) the estimated Decommissioning cost, in current dollars at the time of filing, for the Commercial Solar Energy Facility, considering, among other things:

i. the number of solar panels, racking, and related facilities involved;

ii. the original construction costs of the Commercial Solar Energy Facility;

iii. the size and capacity, in megawatts of the Commercial Solar Energy Facility;

iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs);

v. the construction method and techniques for the Commercial Solar Energy Facility and for other similar facilities; and

b) a comprehensive, detailed description of how the Facility Owner plans to pay for the decommissioning of the Commercial Solar Energy Facility.

~~10.6.~~ An identification of all state and local public roads within the project area and all other transportation routes located within the Winnebago County that will be used to get to the project area.

~~11.7.~~ Copies of signed waivers for any property owner who has waived any setback requirement pursuant to Section ~~17.6.~~ 17.7.

~~12.~~ Proof of an approved interconnection agreement with the regional transmission organization (RTO) in charge of such applications. In the alternative, applicant may submit proof of filing a request for interconnection, along with the expected date of a final agreement. Provided, building permits shall not be issued until proof of an approved RTO is provided to the County.

~~13.~~ Wildlife/avian study(ies) pursuant to Section ~~17.5.7.~~

~~14.8.~~ A Natural Resource Inventory Report (NRI) of the project area to be completed by the Winnebago County Soil and Water Conservation District.

~~15.9.~~ Evidence that the The results and recommendations relating to the Commercial Wind Energy Facility's WPGF's project (project area) and/or the Commercial Solar Energy Facility's project (project area) from has been submitted to the Illinois Department of Natural Resources (IDNR) that are obtained through the for their review and consultation under their Ecological Compliance Assessment Tool (EcoCAT) Process (a.k.a. Agency Action Report) or a comparable successor tool. The applicant must adhere to all of the recommendations of the IDNR in the EcoCAT natural resource review report.

~~16.10.~~ Evidence that the Commercial Wind Energy Facility's and/or Commercial Solar Energy Facility's WPGF's project (project area) has been submitted to the US Department of Interior, Division of Fish and Wildlife Service, for their review and consultation.

~~17.~~ Evidence pursuant to Section ~~17.6.8.H.~~ (Bird and Bat Migrations Paths).

~~18.~~ A letter or similar from the County Engineer or his assignee that indicates Section ~~17.5.9~~ (Use of Public Roads) has been adhered to and/or complied with.

~~Notwithstanding the foregoing, the County Planning and Zoning Officer or Building Officer may request such additional information relevant to the application as the administrator may deem necessary. Applicant shall further comply with all applicable, federal, state and local permitting requirements which may be imposed by administrative bodies other than the County which have jurisdiction over the commercial wind energy facility WPGF. Such requirements may include, but are not limited to, the Migratory Bird Treaty Act, the Endangered Species Act, the Bald and Golden Eagle Act, the Fish and Wildlife Coordination Act, and all rules and regulations established by the Federal Aviation Administration and Environmental Protection Agency. The appropriate governing agency or unit of government is responsible for the~~

~~enforcement of such regulations. However, the County may at any time request information confirming compliance with any such requirements.~~

11. As to a Commercial Solar Energy Facility, a vegetation management plan that is consistent with any guidelines adopted by the IDNR for such plans and consistent with agricultural impact mitigation agreement, inclusive of a vegetative ground cover that is consistent with the goals of the Pollinator-friendly Solar Site Act. A vegetation management plan does not need to be submitted for a Commercial Wind Energy Facility, unless otherwise required by State or Federal law or regulation or the agricultural impact mitigation agreement.

12. A Commercial Wind Energy Facility and/or a Commercial Solar Energy Facility shall file a drainage plan with the County and drainage district, if applicable, for County review and approval by the County Engineer. The plan is to be created independently by the facility developer in accordance with all applicable codes and ordinances, inclusive of any procedures outlined in the agricultural mitigation agreement.

~~E. Upon receipt of the completed application, the Planning and Zoning Officer shall apprise the Zoning Committee of the County Board within seven (7) days of the receipt of the completed application. The County Planning and Zoning Officer will determine whether the application complies with the standards set forth herein, and, if so, shall issue the required zoning clearance(s). In the event that the application is deemed insufficient, the Planning and Zoning Officer shall specify the nature of the deficiency, and the applicant shall be allowed to provide any additional information required within one (1) year of the date of the initial application in order to complete the application.~~

~~F. Construction shall be commenced on the commercial wind energy facility WPGF within one (1) year after the date the permit is issued. Provided, however, that in the event of a force majeure event, such as strike, act of war or terrorism, natural disaster, pending litigation, or other event which results in the commencement of the project being inadvisable or impossible, the period for construction shall be tolled from the commencement of such event until the conclusion of said event.~~

~~G. Thirty (30) days prior to the commencement of any construction for which a building permit was issued first class mail notice by the applicant or owner shall be provided to the owners of all of the properties identified in Section 17.4.D.4.~~

Article 17, Sec. 17.5 Design and Installation

~~**17.5.1 Design Safety Certification.** The design of the WPGF shall conform to applicable industry standards, including those of the American National Standards Institute, as such standards exist as of the date construction is commenced. The facility owner or operator shall submit certificates written in English of design compliance obtained by the equipment manufacturers from Underwriters Laboratories, Det Norske Veritas, Germanisheer Lloyd Wind Energies, or other similar certifying organizations.~~

~~17.5.2~~ **17.5.1 Uniform Construction Code** The Commercial Wind Energy Facility WPGF and/or Commercial Solar Energy Facility shall comply with all applicable building and construction codes.

~~17.5.3~~ **Turbine Requirements** All wind turbines shall comply with the requirements set forth in this paragraph.

~~A. All wind turbines shall be newly manufactured as of the date of installation.~~

~~B. No experimental or prototype wind turbines shall be allowed, unless a special use is applied for and granted pursuant to Section 4.3.~~

~~C. All wind turbine towers shall be tubular in shape, and be self-supporting.~~

~~D. Controls and Brakes: All WPGFs shall be equipped with a redundant braking system. This includes both aerodynamic over speed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for over speed protection.~~

~~17.5.4~~ **17.5.2 Electrical Components** All electrical components of the Commercial Solar Energy Facility and/or wind tower of a Commercial Wind Energy Facility shall comply with the National Electrical Code, the National Electrical Safety Code, the Illinois Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors. ~~WPGF shall conform to applicable local, state and national codes, and applicable international standards.~~ This includes, but is not limited to, all required safety lighting.

17.5.3 Shadow Flicker A wind tower of a commercial wind energy facility must be sited in a manner such that industry standard computer modeling demonstrates that any occupied community building or nonparticipating residence will not experience more than thirty (30) hours per year of shadow flicker under planned operating conditions.

~~17.5.4~~ **Engineer's Certificate** An engineer's certificate shall be completed by a structural engineer, licensed in the State of Illinois, certifying that the tower and foundation of the wind turbines are compatible with, and are appropriate for the particular model of wind turbine used, and that the specific soils at the site can support the wind turbine.

~~17.5.6~~ **17.5.5 Aesthetics**

[TEXT OMITTED: A.- C.]

~~D. Tower lighting for a Commercial Wind Energy Facility shall conform to all applicable FAA regulations but shall use the least intrusive amount of lighting possible. Flashing lights may be required by FAA regulations. Wind turbines shall not be artificially lighted, except to the extent required by the Federal Aviation Administration or other applicable regulatory authorities.~~

E. On-site transmission and power lines between for wind turbines and solar panels shall, to the maximum extent practicable, be placed underground, shall reach the property line, and shall be located and/or constructed in such a way as to minimize disruption to the property's primary purpose as well as to facilitate the interconnection of other Commercial Wind Power-Generating Energy Facilities or Commercial Solar Energy Facilities.

F. Non-essential appurtenances shall not be affixed to any wind turbine or solar panel, including, but not limited to, cellular or radio antennae.

[TEXT OMITTED]

H. Any guy wires and their anchors, if any, shall be placed out of cropland, pastureland and hayland, placing them instead along existing utilization lines and on land not used for row crops, pasture or hay, but only to the extent feasible. Where this is not feasible, best efforts shall be made to minimize guy wire impact on cropland. All guy wires shall be shielded with highly visible guards.

17.5.7 Wildlife/Avian Survey and Mitigation Plan

~~A. Applicant shall commission and submit to the Planning and Zoning Officer at time of permit application a wildlife assessment (impact study), conducted by a qualified wildlife expert having no less than ten (10) years of experience conducting wildlife assessments, indicating possible risks to local wildlife, habitat, and migratory birds. Additionally, Applicant shall consult with the Illinois Department of Natural Resources regarding the WPGF's potential impact on local wildlife. Applicant's wildlife expert shall also develop a mitigation plan, if applicable, that mitigates risks to wildlife, migratory birds and affiliated habitat raised by the Illinois Department Natural Resources (IDNR), the US Department of Interior, Division of Fish and Wildlife Service's (USFWS), and/or the County's wildlife expert's comments/recommendations as detailed in the paragraphs below. A copy of said mitigation plan shall be submitted to the Planning and Zoning Officer at time of permit application. The submitted mitigation plan (including any recommendation(s) listed therein) shall be subject to the same enforcement powers of the regulations listed herein under this article, unless recommendation(s) is waived in part or full by a supermajority vote of the County Board.~~

~~B. More specifically, the applicant shall submit the wildlife assessment/impact study and mitigation plan (if applicable) to the Illinois Department of Natural Resources (IDNR) for their review and consultation and to the US Department of Interior, Division of Fish and Wildlife Service (USFWS), for their review and consultation. Should IDNR or USFWS choose to comment on said herein, all comments shall be forwarded to the Planning and Zoning Officer in writing.~~

~~C. If IDNR or USFWS determines that the submitted mitigation plan is insufficient to effectively address the risk to local wildlife and habitat or the County needs clarification on any study, plan, or comment herein referred to in this Section or no IDNR or USPWS comments are provided to the Planning and Zoning Officer, then County may select and hire a qualified wildlife expert having no less that than ten (10) years' experience conducting wildlife assessments (impact studies) and mitigation plans~~

~~to review the wildlife assessment (impact study) and mitigation plan submitted by the Applicant. All costs associated with the wildlife expert selected and hired by the County shall be paid for by the Applicant. Should it be found by the County's wildlife expert that the mitigation plan is deficient, such deficiency shall be addressed by the applicant's wildlife expert to the satisfaction of the County's wildlife expert. Moreover, should the County's wildlife expert find that the mitigation plan (or the lack of a mitigation plan) by applicant's wildlife expert not to be acceptable, then the applicant shall mitigate the wildlife concern(s) in accordance to the recommendations of County's wildlife expert. The mitigation plan (including any recommendation(s) listed therein) shall be subject to the same enforcement powers of the regulations listed herein under this article, unless recommendation(s) is waived in part or full by a supermajority vote of the County Board.~~

17.5.86 Climb Prevention/Locks

A. Wind turbines shall not be climbable up to a height of at least fifteen (15) feet above ground surface.

B. All access doors to wind turbines and electrical equipment shall be locked or fenced, as appropriate, to prevent entry by non-authorized persons.

17.5.917.5.7 Use of Public Roads

A. Prior to the issuance of a zoning clearance and building permit ~~for any component of a WPGF~~, the facility owner or operator shall provide to the County Engineer:

1. A transportation plan prepared and certified by a professional engineer licensed in the State of Illinois ~~for a minimum of ten years performing comparable work~~, identifying by jurisdiction all state and local public roads to be used within the County to transport equipment and parts for construction, detailing expected load weights and frequency, and any improvements deemed necessary for roadbeds, surfaces, or other facilities which are expected to require modification or improvement prior to construction, and the proposed repair and/or reconstruction work expected to be necessary after construction is completed (the "Transportation Plan");

2. An engineering study certified by a professional engineer licensed in the State of Illinois ~~for a minimum of ten years performing comparable work~~, documenting road conditions for any roads included in the Transportation Plan prior to construction. While the Transportation Plan may indicate any road or highways that are under the State of Illinois and the Illinois State Toll Highway Authority jurisdiction, permits for the use of those roads/highways need not be submitted to the County Engineer. Whether the requirements of the engineering study and submission of road/highway permits are satisfied shall be determined solely by the Winnebago County Engineer; and

[TEXT OMITTED]

B. After receipt of the Transportation Plan, but prior to issuance of a zoning clearance and building permit for any component of a Commercial Solar Energy Facility and/or a Commercial Wind Energy Facility ~~WPGF~~, the facility owner and operator shall enter

into an agreement with County of Winnebago through the County Engineer and provide documentation evidencing approval by any other public entity having jurisdiction over a road or highway that is identified in the Transportation Plan or Safety Plan (excepting permits for the use of any road or highways that are under the State of Illinois and the Illinois State Toll Highway Authority) for the purposes of ensuring a safe and orderly construction phase. Said agreement shall include the following material provisions:

[TEXT OMITTED: 1.- 4.]

5. The facility owner shall be responsible for (i) the reasonable cost of improving roads used by the facility owner to construct the commercial wind energy facility or the commercial solar energy facility and (ii) the reasonable cost of repairing roads used by the facility owner during construction of the commercial wind energy facility or the commercial solar energy facility so that those roads are in a condition that is safe for the driving public after the completion of the facility's construction. Roadways improved in preparation for and during the construction of the commercial wind energy facility or commercial solar energy facility shall be repaired and restored to the improved condition at the reasonable cost of the developer if the roadways have degraded or were damaged as a result of construction-related activities.

~~5. 6.~~ Such other and further terms which the County Engineer may require in his/her sole, but reasonably exercised, discretion.

~~17.5.10~~**17.5.8 Emergency Services** The facility owner or operator shall, prior to commencement of construction:

[TEXT OMITTED]

- B. Cooperate with request from emergency service providers and first responders to develop and coordinate implementation of an emergency response plan for the WPGF-Commercial Wind Energy Facility and/or Commercial Solar Energy Facility.
- C. Register the WPGF-Commercial Wind Energy Facility and/or Commercial Solar Energy Facility with the local 911 operator.

~~17.5.11~~**17.5.9 Fire Prevention** Facility owner and operator shall, at all times during construction and operation ~~of the WPGF:~~

[TEXT OMITTED: A. - C.]

~~17.5.12~~**17.5.10 Waste Management** Facility owner and operator shall, at all times during construction and operation ~~of the WPGF:~~

- A. **Solid Waste** All solid waste generated in conjunction with the construction or operation ~~of the WPGF~~ shall be removed from the project area in a timely fashion and disposed of off-site in an appropriate manner.

B. Hazardous Waste Any hazardous waste generated in conjunction with the construction or operation ~~of the WPGF~~ shall be removed from the project area and disposed of consistent with applicable Federal, State, and local requirements for such materials.

17.5.1311 Septic and Well Any buildings constructed ~~within the WPGF~~ which use water or discharge waste shall comply with existing well and septic requirements as required by the Winnebago County Health Department and the State of Illinois Department of Public Health.

17.5.1412 Access Driveways and Vehicular Use Areas All access driveways and other vehicular use areas ~~incident to any WPGF or ancillary facility~~ shall be located entirely upon private easements or leaseholds, and shall be the sole responsibility of the facility owner and/or operator to maintain. To the maximum extent practicable, all such driveways and vehicular use areas shall be located in such a way as to minimize the disruption to the property's primary purpose. Notwithstanding anything to the contrary contained herein, or in any other provision of this Ordinance, said access driveways and vehicular use areas may be of a gravel base and surface for a Commercial Wind Energy Facility. ~~Provided~~, all access driveways shall be maintained at all times in good repair and accessible by emergency vehicles. A Commercial Solar Energy Facility's access driveway and vehicular use areas, however, shall comply with Section 23.8.4, including any other design provisions within Article 23.

17.5.13 Drainage A Commercial Wind Energy Facility and/or a Commercial Solar Energy Facility shall comply with all applicable drainage / surface water management / stormwater control codes and ordinances, inclusive of any procedures outlined in the agricultural mitigation agreement.

17.5.14 Fencing A Commercial Solar Energy Facility's perimeter shall be enclosed by fencing, out of the required front yard, having a height of at least six (6) feet or higher if allowed by 55 ILCS 5/5-12020 as may be amended from time to time.

17.5.15 Height No component of a ~~Commercial Solar Energy Facility~~ solar panel shall have a height of more than twenty (20) feet above ground, including when the solar energy facility's arrays are at full tilt. **Height of other solar components for a Commercial Solar Energy Facility shall be established at time of site approval by County Board.** Wind tower (inclusive of turbine, nacelle and blades) height for a Commercial Wind Energy Facility shall **also** be established at time of site approval by County Board. Buildings, **however**, for a Commercial Wind Energy Facility and/or a Commercial Solar Energy Facility shall comply with the affiliated district regulations.

17.5.16 Lot Frontage on a Public Road and Lot Area The parcel of land on which the Commercial Wind Energy Facility and/or a Commercial Solar Energy Facility will be constructed on shall consist of at least thirty-three (33) feet of lot frontage on a public road. Minimum lot area for Commercial Wind Energy Facility and/or a Commercial Solar Energy Facility shall comply with the affiliated district regulations.

~~17.5.15 Memorandum of Use~~ The owner of any property upon which a wind turbine or ancillary facility is located shall cause to be recorded with the Office of the Recorder of Winnebago County a Memorandum of Use, or similar document, clearly indicating that a wind turbine or ancillary facility is located on the parcel, including a brief description of the type, number, and general location of said structures. No separate survey shall be required by this subsection. A Memorandum of Lease or Easement Agreement recorded with the Office of the Recorder of Winnebago County shall be deemed sufficient to satisfy the requirements of this subsection, so long as said document is sufficient to adequately place third parties on notice of the nature and location of wind turbines or ancillary facilities within the parcel.

Article 17, Sec. 17.6 (Section intentionally left blank for future amendments, if needed)

Article 17, Sec. ~~17.6.~~17.7 Setbacks

17.7.1 Setback Requirements for Commercial Wind Energy Facilities A wind tower

of a commercial wind energy facility shall be sited as follows, with setback distances measured from the center of the base of the wind tower:

<u>SETBACK DESCRIPTION</u>	<u>SETBACK DISTANCE</u>
<u>Occupied Community Buildings</u>	<u>2.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure</u>
<u>Participating Residences</u>	<u>1.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure</u>
<u>Nonparticipating Residences</u>	<u>2.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure</u>
<u>Boundary Lines of Participating Property</u>	<u>None</u>
<u>Boundary Lines of Nonparticipating Property</u>	<u>1.1 times the maximum blade tip height of the wind tower to the nearest point on the property line of the nonparticipating property</u>
<u>Public Road Rights-of-Way</u>	<u>1.1 times the maximum blade tip height of the wind tower to the center point of the public road right-of-way</u>
<u>Overhead Communication and Electric Transmission and Distribution Facilities (not including Overhead Utility Service Lines to Individual Houses or Outbuildings)</u>	<u>1.1 times the maximum blade tip height of the wind tower to the nearest edge of the property line, easement, or right of way containing the overhead line</u>
<u>Overhead Utility Service Lines to Individual Houses or Outbuildings</u>	<u>None</u>

<u>Fish and Wildlife Areas and Illinois Nature Preserve Commission Protected Lands</u>	<u>2.1 times the maximum blade tip height of the wind tower to the nearest point on the property line of the fish and wildlife area or protected land</u>
<u>Incorporated Communities</u>	<u>At time of application, a Commercial Wind Energy Facility shall be setback a minimum of one and one-half (1.5) miles from the corporate limits / boundary of a village or municipality.</u>

i) **Waiver of setbacks** The setback requirements set forth in Section 17.7.1 may be waived by written consent of the owner of each affected nonparticipating property.

ii) **Electrical Code compliance** Irrespective of the setback distances set forth in Section 17.7.1, the wind tower of a commercial wind facility shall comply with electric facility clearance approved or required by the National Electrical Code, The National Electrical Safety Code, the Illinois Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors.

17.7.2 Setback Requirements for Commercial Solar Energy Facilities A Commercial Solar Energy Facility shall be sited as follows, with setback distances measured from the nearest edge of any component of the facility:

SETBACK DESCRIPTION

SETBACK DISTANCE

<u>Occupied Community Buildings and Dwellings on Nonparticipating Properties</u>	<u>150 feet from the nearest point on the outside wall of the structure</u>
<u>Boundary Lines of Participating Property</u>	<u>None</u>
<u>Public Road Rights-of-Way</u>	<u>50 feet from the nearest edge</u>
<u>Boundary Lines of Nonparticipating Property</u>	<u>50 feet to the nearest point on the property line of the nonparticipating property</u>

i) The setback requirements set forth above in this Section may be waived subject to the written consent of the owner of each affected nonparticipating property.

17.6.1 Occupied Buildings

~~A. Wind turbines shall be set back from all occupied buildings and barns, garages, machine sheds, and livestock buildings located on a participating landowner's property a distance of not less than one hundred ten percent (110%) of the turbine's height. The setback distance shall be measured from the nearest point on the outside edge of a tower to the nearest point on the foundation of the occupied building.~~

~~B. At the time of application, wind turbines shall be set back from all occupied buildings located on a non-participating landowner's property a distance of not less than one thousand two hundred (1,200) feet or two hundred fifty percent (250%) of total turbine height, whichever is greater, as measured from the nearest point on the outside edge of a tower to the nearest point on the foundation of the occupied building. This provision does not apply with regard to the location of wind turbines for which application for zoning clearance is made prior to the issuance of a permit for construction of an occupied building on a non-participating Land owner's property.~~

~~17.6.2 Property Lines~~

~~A. All wind turbines shall be set back from the nearest property line a distance of not less than the normal setback requirements for that zoning classification or one hundred ten percent (110%) of the turbine height including maximum blade height, whichever is greater. The setback distance shall be measured from the property line to the nearest point on the outside edge of a tower.~~

~~B. Operation and maintenance building(s) and substations shall be located in accordance with zoning district setback requirements. Lots/sites for operation and maintenance buildings shall consist of enough area to comply with off-street parking and loading requirements and with existing County septic and well requirements. Operation and maintenance buildings shall be limited to a height of forty five (45) feet or three and one half (3 1/2) stories. All other accessory buildings affiliated with the WPGF shall comply with existing accessory buildings regulations in the Zoning Ordinance.~~

~~C. The setback referred to herein is measured from the property line(s) of the parcel the wind energy device is located on prior to any newly recorded metes and bounds description boundary line(s) created via a plat recorded for tax valuation and assessment purposes solely due to the existence of the wind energy device.~~

~~**17.6.3 Public Roads.** All wind turbines shall be set back from the nearest public road a distance of not less than one hundred ten percent (110%) of the turbine height, as measured from the right-of-way line of the nearest public road to the nearest point on the outside edge of a tower.~~

~~**17.6.4 Incorporated Communities** All wind turbines at time of application shall be setback a minimum of one and one half (1.5) miles from the corporate limits/boundary of a village or municipality, unless proof is provided from the affected village or municipality allowing turbines within the one and one half (1.5) mile setback.~~

~~**17.6.5 Unincorporated Communities** All wind turbines at time of application shall be setback a minimum of one half (0.5) mile from an unincorporated community's (i.e. Shirland, Harrison, Seward, and Argyle) future residential growth area as depicted on the 2030 Future Land Use Plan Map, Winnebago County, IL.~~

~~**17.6.6 Recorded Subdivision Plats** All wind turbines at time of application shall be setback a minimum of one half (0.5) mile from a recorded major subdivision plat.~~

~~**17.6.7 Natural Resource Areas** All wind turbines at time of application shall be setback a minimum of one half (0.5) mile from the property line of any Natural Area, Significant~~

Wildlife Habitat Area, Illinois Natural Area Inventory Site (INAI), Illinois Nature Preserve (INPC), Natural Land Institute Site (NLI), Wetland Reserve Program Site (WRP), Park, State Park, and/or Forest Preserve as depicted on the Natural Resource Inventory Map, Winnebago County, IL and as may be amended in future.

~~17.6.8 Bird and Bat Migration Paths~~ All wind turbines at time of application shall be located out of bird and bat migration pathways/corridors to which wind turbine construction would pose a substantial risk as identified in Section 17.5.7. Adherence to this requirement shall be addressed in the impact study and mitigation plan required in Section 17.5.7, by a qualified wildlife expert having no less than ten (10) years' experience. Evidence supporting adherence to this requirement, which may include a letter from the Illinois Department of Natural Resources or the US Department of Interior, Division of Fish and Wildlife Service, shall be provided upon WPGF submittal.

~~17.6.9 2030 Land Resource Management Plan~~ All wind turbines at time of application shall be located only in an area designated solely as an agriculture area on the 2030 Future Land Use Plan Map, Winnebago County and as may be amended in the future.

~~17.6.10 Waiver of Setbacks~~

~~A. Landowners may waive the setback requirements in Section 17.6.1.B by signing a waiver that sets forth the applicable setback provision(s) and the proposed changes thereto.~~

~~B. Any such waiver shall be recorded in the Recorder of Deeds Office for the County where the property is located. The waiver shall describe the properties benefited and burdened, and advise all subsequent purchasers of the burdened property that the waiver of setback shall run with the land.~~

~~C. Notwithstanding anything to the contrary contained in this Section, in no event shall any setback to an occupied building be less than a distance equal to one hundred ten percent (110%) of the turbine height of any affected wind turbine.~~

Article 17, Sec. ~~17.7.~~17.8 Nuisance Abatement

~~17.7.1 Signal Interference~~ The facility owner or operator shall make reasonable efforts to avoid any disruption or loss of radio, telephone, television or similar signals, and shall mitigate any disruption or degradation (as measured from the baseline study required by Sec. 17.4.D.9) of signals caused by the WPGF in a manner reasonably calculated to remedy such signal degradation, including, but not limited to, providing alternative methods of delivery of signals to affected households at facility owner or operator's expense. The foregoing provision shall not in any way be interpreted to excuse compliance with any regulations, codes, or laws specifically governing electronic transmissions.

~~17.7.2~~17.8.1 **Sound Levels** The facility owner or operator shall comply with all applicable codes and ordinances regulating sound generation, including, but not limited to the requirements of the Illinois Pollution Control Board and any other applicable codes and ordinances regulating sound generation provided that they are not more restrictive than the sound limitations established by the Illinois Pollution Control Board. In the event that any sound levels ~~from a Wind Turbine~~ are found by the Illinois Pollution Control Board to be in

excess of permissible levels at the residence of any non-participating landowner, the facility owner or operator shall take such measures as are necessary to bring sound levels down to a level acceptable to the Illinois Pollution Control Board.

Article 17, Sec. 17.8 Liability Insurance

~~Facility owner or operator shall maintain a current general liability policy covering bodily injury and property damage with limits of at least two million dollars (US \$2,000,000.00) combined single limits. During any period when the facility owner or operator is involved in the use of roads or highways under the jurisdiction of Winnebago County the facility owner or operator shall maintain a current general liability policy covering bodily injury and property damage with limits of at least two million dollars (US \$2,000,000.00) combined single limits which names Winnebago County as an insured. Certificates written in English showing proof of valid insurance in compliance with this Chapter shall be made available to the County upon request.~~

Article 17, Sec. 17.9 (Section intentionally left blank for future amendments, if needed)

Article 17, ~~Sec. 17.9~~ Sec. 17.10 Decommissioning of Commercial Wind Energy Facility

- A. The facility owner ~~and operator~~ shall, at ~~its~~^{their} sole expense, complete decommissioning of the ~~WPGF Commercial Wind Energy Facility~~, or individual wind turbines, within ~~twelve (12)~~ eighteen (18) months after the end of the useful life of the facility or individual wind turbines. The ~~WPGF Commercial Wind Energy Facility or individual wind turbines~~ will be deemed to be at the end of its useful life if: 1) no electricity is generated for a continuous period of twelve (12) months and 2) the commercial wind energy facility owner fails, for a period of six (6) consecutive months, to pay the landowner amounts owed in accordance with its underlying written agreement with the landowner. it is abandoned for a period of time in excess of six (6) months.
- B. Decommissioning shall include removal/disposition of the following equipment/facilities utilized for operation of the commercial wind energy facility:
1. Wind turbine towers and blades;
 2. Wind turbine generators;
 3. Wind turbine foundations (to a depth of 5 feet);
 4. Transformers;
 5. Collection / interconnection substation (components, cable, and steel foundations), provided, however, that electrical collection cables at a depth of 5 feet or greater may be left in place;
 6. Overhead collection system;

7. Operations/maintenance buildings, spare parts buildings and substation / switching gear buildings unless otherwise agreed to by the landowner;

8. Access driveway(s) unless landowner requests in writing that the access driveway is to remain;

9. Operation/maintenance yard/staging area; and

10. Debris and litter generated by Decommissioning crews.

11. Any other equipment or facilities that are specified in the Agricultural Impact Mitigation Agreement, as may be amended from time to time.

~~of wind turbines, buildings, roads, foundations to a depth of forty-eight (48) inches, and any other facility or structure constructed by facility owner or operator for the purpose of maintaining or operating the WPGF. Any disturbed earth shall be graded at facility owner or operator's expense, and vegetation shall be restored consistent with surrounding vegetation, with the exception of cash crops such as corn, soybeans, or hay/alfalfa. This Section shall not apply to any office or storage facilities constructed by facility owner or operator that can serve a useful purpose other than servicing a WPGF-Commercial Wind Energy Facility. At the written request of a landowner, ~~any~~ improvements listed in 7 and 8, other than wind turbines may be allowed to remain on the property of such landowner without removal if agreed to by the landowner, subject to the approval of the County Board.~~

- C. ~~A licensed professional engineer shall be retained to estimate the total cost of decommissioning (Decommissioning Costs). Said estimates shall include an estimate of the cost of repairs or improvements to the roads to be used and shall be submitted to the County by the facility owner or operator after the first (1st) full year of operation and every (5th) year thereafter. The County Engineer shall review and approve or disapprove of the cost estimate presented for decommissioning the Commercial Wind Energy Facility and restoring the site in accordance with the approved decommissioning plan that was submitted as required and set forth in Section 17.4 (D)(4)(a)&(b).~~
- D. Upon review and approval by the County engineer of the estimate, the facility owner or operator shall post and maintain an Irrevocable Letter of Credit, or other form of commercially available financial assurance acceptable to the County, in favor of the County, in an amount equal to one hundred percent (100%) of the decommissioning costs, as updated from time to time. However, provision of such financial assurance shall be phased in over the first eleven (11) years of the project's operation or as otherwise provided in accordance with the executed Agricultural Impact Mitigation Agreement.; ~~such updates shall be completed at least every five years or sooner at the reasonable request of the County.~~ In the event the State of Illinois modifies its Agricultural Mitigation Agreement terms relating to the percentage of financial assurance provided in a set time frame by the facility owner to the County, the facility owner shall abide by the modified terms set forth in the Agricultural Mitigation Agreement regarding same and no amendment to this Section shall be necessary. The ~~Irrevocable Letter of Credit~~ financial assurance required by

this Section shall be from a financial institution of the facility owner's choosing, subject to the approval of the County, which approval shall not be unreasonably withheld. The ~~Irrevocable Letter of Credit~~ financial assurance in favor of the County shall allow Winnebago County to seek to receive funds from such security without requiring a representative of Winnebago County traveling more than ninety (90) miles outside of Winnebago County; the ~~Irrevocable Letter of Credit~~ financial assurance required in this section shall be issued by a bank having a rating by Standard and Poor's Financial Services of A- or better or if not rated by Standard and Poor's Financial Services then having an equivalent rating from another nationally recognized bank rating service approved by Winnebago County. There shall be language included on the face of the ~~Irrevocable Letter of Credit~~ financial assurance held by Winnebago County as a beneficiary stating that should the bank's Standard and Poor's rating or equivalent rating fall below A- then the Winnebago County may draw on the ~~Irrevocable Letter of Credit~~ financial assurance up to the full amount of the face value without additional cause for surety against default. There shall also be language included on the face of the ~~Irrevocable Letter of Credit~~ financial assurance held by Winnebago County as beneficiary stating that if after the first year and every year thereafter the ~~Irrevocable Letter of Credit~~ financial assurance does not automatically renew then Winnebago County may within fifteen (15) days before its stated expiration date draw on the ~~Irrevocable Letter of Credit~~ financial assurance up to the full amount of the face value without additional cause for surety against default. The cost of Winnebago County receiving such ratings information initially and annually, or more frequently when reasonably requested by Winnebago County, shall be reimbursed to Winnebago County by the Applicant.

~~E. Prior to the facility owner or operator commencing decommissioning:~~

- ~~1. Sec. 17.4 requirements concerning the permitting by applicable Federal, State and local entities requirement, and the identification of all transportation routes in Winnebago County must be satisfied as to the decommissioning; and~~
- ~~2. Sec. 17.5 requirements must be satisfied as to the decommissioning.~~

E. In addition to the original decommissioning plan filed in the application process, the facility owner shall file a second decommissioning plan with the County on or before the end of the (10th) tenth year of the commercial operation date. Any subsequent decommissioning plan must be prepared by a professional engineer licensed in the State of Illinois and shall include the information required and set forth in Section 17.4 (D)(4)(a)&(b).

F. The County may, in its own discretion, reevaluate the estimated costs of decommissioning after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date, in accordance with the Agricultural Impact Mitigation Agreement, as may be amended from time to time. If the County seeks to exercise this option, said reevaluation must be performed by an independent third party professional engineer licensed in the State of Illinois and the facility owner shall bear the costs of such reevaluation. Based on any reevaluation, the County may require changes in the level of financial assurance used to calculate the phased coverages described in Paragraph D of this Section.

- ~~F.~~ **G.** If the facility owner or operator does not complete decommissioning within the periods prescribed by ~~Section 17.9.A~~ Section 17.10 A, the County may take such measures as it deems necessary to complete decommissioning, and shall be entitled to draw on the ~~irrevocable letter of credit~~ financial assurance required by Section ~~17.9.D~~17.10 D to pay the costs associated therewith. **In the event partial or otherwise insufficient financial assurance has been posted to cover the full costs of decommissioning the facility, the facility owner shall reimburse the County for the costs incurred by the County associated with decommissioning the facility, including, but not limited to, the costs for removal and disposition of facilities and equipment. The facility owner shall reimburse the County for the full amount of said costs within thirty (30) days of having received written notice from the County of the amount of the costs so incurred. Failure by the facility owner to fully reimburse the County within thirty (30) days, may result in legal action by the County against the facility owner and any other appropriate party.**
- ~~G.~~ **H.** The County shall release the obligation to maintain decommissioning funds when the facility owner or operator has demonstrated and the County concurs that decommissioning has been satisfactorily completed.
- I.** **If the facility owner or operator does not provide the County with Financial Assurance(s) as required by this Section 17.10 and the executed Agricultural Impact Mitigation Agreement, including but not limited to the Financial Assurance(s) required at specific anniversaries of the Commercial Operation Date, or, if the facility owner or operator is not compliant with any other provision of this Ordinance, the Planning and Zoning Officer may revoke the permit as set forth in Section 6.4, and/or the County may seek legal action against the facility owner or operator.**

Article 17, Sec. 17.11 Decommissioning of Commercial Solar Energy Facility

- A.** The facility owner and operator shall, at their sole expense, complete decommissioning of the Commercial Solar Energy Facility, within twelve (12) months after the end of the useful life of the Facility. The Commercial Solar Energy Facility shall be presumed to be at the end of its useful life if the Facility Owner fails, for a period of six (6) consecutive months, to pay the Landowner amounts in accordance with an Underlying Agreement.
- B.** Decommissioning of a Commercial Solar Energy Facility shall include the removal/disposition of the following equipment/facilities utilized for operation of the Facility and located on Landowner property:
- 1.** Solar panels, cells and modules;
 - 2.** Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
 - 3.** Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, underground cables at a depth of 5 feet or greater may be left in place;

5. Overhead collection system components;

6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;

7. Access driveway(s) unless Landowner requests in writing that the access driveway is to remain;

8. Operation/maintenance yard/staging area; and

9. Debris and litter generated by Deconstruction and Deconstruction crews.

10. Any other equipment or facilities that are specified in the Agricultural Impact Mitigation Agreement, as may be amended from time to time.

C. Facility owner shall comply with the requirements set forth in Section 17.10 (C.- H.I.), which are made applicable to Commercial Solar Energy Facility and incorporated in this Section 17.11.

Article 18, Sec. 18.3 Accessory Structures and Uses

18.3.15 Solar Panels (Private)

Solar panels that are for private use and are not part of or otherwise appurtenant to a Commercial Solar Energy Facility are permitted in all zoning districts, subject to the provisions of this section.

[TEXT OMITTED: A. - B.]

Article 18, Sec. 18.3 Accessory Structures and Uses

18.3.17 Wind Energy Systems (Private)

~~Private-w~~Wind energy systems that are for private use and are not part of or otherwise appurtenant to a Commercial Wind Energy Facility are subject to the following requirements:

[TEXT OMITTED: A. - H.]

Article 23, Section 23.12 Required Off-Street Parking Spaces

[TEXT OMITTED]

Table 23.1: Off-Street Parking Requirements	
[TEXT OMITTED]	

Solar Farm	3-per 1,000sf of office area
[TEXT OMITTED]	
Wind Farm	3-per 1,000sf of office area

Article 24, Sec. 24.4 Generic Use Definitions

[TEXT OMITTED]

Commercial Solar Energy Facility. Any device or assembly of devices that (i) is ground installed and (ii) uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property on which the device or devices reside.

Commercial Wind Energy Facility. A wind energy conversion facility of equal or greater than 500 kilowatts in total nameplate generating capacity. This definition includes, but is not limited to, a wind energy conversion facility seeking an extension of a permit to construct granted by the County before January 27, 2023.

[TEXT OMITTED]

~~**Solar Farm.** A site at which photovoltaic cells and generators are used to generate and produce electric power for distribution to consumers, typically managed by a single entity. See Commercial Solar Energy Facility.~~

[TEXT OMITTED]

Wind Energy System (Private). A private wind energy conversion system that is less than 500 kilowatts in total nameplate generating capacity, and which is not part of or otherwise appurtenant to a Commercial Wind Energy Facility, and which typically consists of a turbine apparatus and associated control or conversion mechanism, and where the majority of the power generated is used directly on the lot or parcel of land containing the installation or used on a limited number of surrounding lots whose owners have financial interest in its installation.

~~**Wind Farm / Wind Power Generating Facility (WPGF).** An electric-generating facility, whose main purpose is to supply electricity, consisting of one or more wind turbines and ancillary facilities. See Commercial Wind Energy Facility.~~

[TEXT OMITTED]

Article 24, Sec. 24.5 General Terms Definitions

[TEXT OMITTED]

~~**Facility Owner (for Wind Power Generating Facility).** The entity or entities having an equity interest in the Wind Power Generating Facility, including their respective successors and assigns.~~

Facility Owner (for Wind/Solar Energy Facilities). Either i) a person with a direct ownership interest in a commercial wind energy facility or a commercial solar energy facility, or both, regardless of whether the person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the facility, or ii) a person who, at the time the facility is being developed, is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility, regardless of whether the person will own or operate the facility.

[TEXT OMITTED]

~~**Non-participating Landowner (for Wind Power Generating Facilities).** Any person who is not a “Participating Landowner.”~~

Nonparticipating Property (for Wind/Solar Energy Facilities). Real property that is not a participating property.

Nonparticipating Residence (for Wind/Solar Energy Facilities). A residence that is located on a nonparticipating property and that is existing and occupied on the date that an application for a permit to develop the Commercial Wind Energy Facility or the Commercial Solar Energy Facility that is filed with the County.

~~**Occupied Building (for Wind Power Generating Facilities).**—A residence, school, hospital, church, public library, or other building used for public gathering that is occupied and in regular use as of the date the permit application is submitted, or which although unoccupied or not in regular use, is in a condition suitable for occupation or regular use without substantial alteration or repair. A building used primarily for storage, such as a garage, storage shed, barn, or other outbuilding shall not be deemed an Occupied Building for purposes of this Article.~~

Occupied Community Building (for Wind/Solar Energy Facilities). Any one or more of the following buildings that is existing and occupied on the date that the application for a permit to develop the commercial wind energy facility or the commercial solar energy facility that is filed with the County: a school, place of worship, day care facility, public library, or community center.

[TEXT OMITTED]

~~**Operator (for Wind/Solar Energy Facilities).** (~~**for Wind Power Generating Facilities).**~~ The entity responsible for the day-to-day operation and maintenance of the Commercial Wind Power Generating Facility, Energy Facility or Commercial Solar Energy Facility.~~

[TEXT OMITTED]

~~**Participating Landowner (for Wind Power Generating Facilities).** Any person with a vested fee interest in real property upon which a Wind Turbine or Ancillary Facility is located and who is either deriving, or entitled to derive, rental payments from the Facility~~

~~Owner for the use of the real property upon which such Wind Turbine or Ancillary Facility is located.~~

Participating Property (for Wind/Solar Energy Facilities). Real property that is the subject of a written agreement between a facility owner and the owner of the real property that provides the facility owner an easement, option, lease, or license to use the real property for the purpose of constructing a Commercial Wind Energy Facility, a Commercial Solar Energy Facility, or Supporting Facilities. Participating Property also includes real property that is owned by a facility owner for the purpose of constructing a Commercial Wind Energy Facility, a Commercial Solar Energy Facility, or Supporting Facilities.

Participating Residence (for Wind/Solar Energy Facilities). A residence that is located on participating property and that is existing and occupied on the date that an application for a permit to develop the Commercial Wind Energy Facility or the Commercial Solar Energy Facility is filed with the County.

[TEXT OMITTED]

Project Area (for Wind / ~~Solar Energy Power Generating~~ Facilities). The entirety of the property for which a permit for the construction of a Wind / **Solar Energy Power Generating** Facility is sought.

[TEXT OMITTED]

Protected Lands. Real property that is: 1) subject to a permanent conservation right consistent the Illinois Real Property Conservation Rights Act; or 2) registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.

[TEXT OMITTED]

Solar Panel. A device, that collects and converts direct sunlight as a source of energy for such purposes as heating or cooling a structure, heating or pumping water, or generating electricity. “Solar Panel” includes solar thermal panels, but does not include commercial solar energy facility.

[TEXT OMITTED]

Supporting Facilities (for Wind/Solar Energy Facilities). The transmission lines, substations, access drives, meteorological towers, storage containers, and equipment associated with the generation and storage of electricity by the Commercial Wind Energy Facility or Commercial Solar Energy Facility.

[TEXT OMITTED]

~~**Wind Energy System.** A private wind energy conversion system typically consisting of a turbine apparatus and associated control or conversion mechanism, where the majority of the power generated is used directly on the lot or parcel of land containing the~~

~~installation or used on a limited number of surrounding lots whose owners have financial interest in the installation.~~

Wind Tower. The wind turbine tower, nacelle, and blades.

Wind Turbine. A wind operated energy device ~~(commercial service) as defined in this Code,~~ or such other wind energy conversion system that converts wind energy into electricity through the use of a wind turbine generator, and includes the nacelle, rotor, ~~tower,~~ and transformer pad, and any other appurtenant structure necessary to the production of electricity from wind energy, but such definition does not include accessory buildings, substations, meteorological towers, electrical infrastructure, transmission lines and other appurtenant structures, access ~~drives roads,~~ or other related facilities.

[TEXT OMITTED]

BE IT FURTHER ORDAINED, that any application for a Commercial Wind Energy Facility and/or a Commercial Solar Energy Facility that is submitted for County Board site approval as outlined in Article 17, Sec. 17.3. Permitted Use shall be charged an administrative processing fee equal to the fee assessed for a Special Use Permit.

BE IT FURTHER ORDAINED, that this Ordinance shall be effective upon its adoption.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Ordinance amendment upon the adoption to the Winnebago County Planning and Zoning Officer and to its publisher to incorporate the amendments herein into Chapter 90 (known as the Unified Development Ordinance) of the Winnebago County Code of Winnebago County, IL.

Respectfully submitted,
ZONING COMMITTEE


To Approve

To Not Approve




Jim Webster, Chairman

Jim Webster, Chairman



Angie Goral

Angie Goral



Paul Arena

Paul Arena



Aaron Booker

Aaron Booker


John Guevara

John Guevara



Tim Nabors

Tim Nabors



Dave Tassoni (6)

Dave Tassoni (0)

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, on the _____ day of _____, 2024.

ATTEST:

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

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

ORDINANCE



AN ORDINANCE GRANTING
A SPECIAL USE PERMIT

(AND REPEALING ORDINANCE, DATED 04/12/1990; AN ORDINANCE GRANTING A SPECIAL USE PERMIT
AND ORDINANCE 2021 CO 047; AN ORDINANCE GRANTING A SPECIAL USE PERMIT)

Be it ordained by the County Board of Winnebago County, Illinois:

1. That the property commonly known as 8218 Cemetery Road in Burritt Township and specifically legally described as:

The North Half (1/2) of the Northwest Quarter (1/4) and the North Half (1/2) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Eleven (11) in Township Twenty-seven (27) North, Range Eleven (11) East of the Fourth (4th) Principal Meridian, EXCEPTING THEREFROM the Northerly forty (40) feet in width of said tract dedicated to the People of the State of Illinois for the purpose of a public highway by instrument dated September 30, 1957 and recorded in Book 1074 on Page 253 in the Recorder's Office of Winnebago County, Illinois; and also EXCEPTING THEREFROM that part of said tract bounded and described as follows, to-wit: Beginning at the Southwest corner of the N.W. 1/4 of the N.W. 1/4 of said Section; thence North along the West line of said Section a distance of 330 feet; thence East, parallel with the South line of the N.W. 1/4 of the N.W. 1/4 of said Section a distance of 330 feet; thence South, parallel with the West line of said Section a distance of 330 feet to the South line of the N.W. 1/4 of the N.W. 1/4 of said Section; thence West along said South line to the place of beginning; and also EXCEPTING THEREFROM that part of said tract bounded and described as follows, to-wit: Commencing at a point in the North line of the Northwest Quarter of said Section which bears North 87°-50'-39" East, 1362.00 feet from the Northwest corner of the Northwest Quarter of said Section; thence South 00°-03'-39" East, 40.03 feet to the South right-of-way line of Cemetery Road as dedicated to the People of the State of Illinois for the purpose of a public highway by instrument dated September 30, 1957 recorded in Book 1074 on Page 253 in the Recorder's Office of Winnebago County, Illinois and to the point of beginning for the following described tract; thence continuing South 00°-03'-39" East, 145.50 feet; thence North 87°-50'-39" East, parallel with the South right-of-way line of Cemetery Road as aforesaid, 165.00 feet; thence South 00°-09'-21" East, 13.50 feet; thence North 87°-50'-39" East, parallel with the South right-of-way line of Cemetery Road as aforesaid, 30.00 feet; thence South 02°-09'-21" East, 60.00 feet; North 87°-50'-39" East, parallel with the South right-of-way line of Cemetery Road as aforesaid, 35.00 feet; thence South 02°-09'-21" East, 30.00 feet; North 87°-50'-39" East, parallel with the South right-of-way line of Cemetery Road as aforesaid, 54.00 feet; thence North 02°-09'-21" West, 248.90 feet to the South right-of-way line of Cemetery Road as aforesaid; thence South 87°-50'-39" West, along the South right-of-way line of Cemetery Road as aforesaid, 278.68 feet to the point of beginning. Situated in the County of Winnebago and State of Illinois. (Part of PIN: 10-11-100-001)

is hereby granted a Special Use Permit for an agri-business to allow U-pick operations, a cider mill and a petting zoo, inclusive of traditional accessory uses for the aforementioned uses in the AG, Agricultural Priority District subject to the following conditions:

1. The special use for an agri-business is limited to U-pick operations (i.e. an apple orchard and raspberry/pumpkin patches), a cider mill and a petting zoo (for local farm animals only) - inclusive of customary and traditional accessory uses (i.e. gift and snack/bakery shop, parking area, school play house, corn cribs with troughs of corn for kids to play in, pony rides and wagon rides, etc.), and shall be used and developed in substantial conformance with the Applicant's site plans, dated May 3, 2021. The approval of the special use is not meant to restrict the development of the site as permitted by the underlying zoning.
2. For clarification purposes, the special use may, as noted in condition number 1, consist of an ancillary retail gift/snack/bakery shop. Retail sales, however, shall be primarily limited to sales that are directly related to the subject agri-business – the primary use of the site. More specifically, these sales may, but

are not necessarily limited to, include: trade mark items, items related to the apple orchard, raspberry or pumpkin patch industry, produce grown onsite (i.e. apples, raspberries and pumpkins), non-alcoholic beverages such as apple/raspberry/pumpkin flavored coffee, tea, cider, etc. as well as pre-packaged craft beer and wine (to go) that is exclusive to the orchard (i.e. cider/raspberry/pumpkin flavored beer/wine) and appetizer/snack/bakery type foods such as apple donuts, caramel apples, apple/raspberry/pumpkin pie, apple cheese, apple chips, apple dumpling, apple fritter, apple sauce and other foods produced from produce grown onsite. The following other select items, but not necessarily directly related to the agri-business onsite, that may also be sold onsite includes: beverages such as water, soda, hot chocolate, etc., snacks such as caramel corn, roasted peanuts, chips, cheeses, small appetizers, additional produce to meet demand, items which promote the county and or region, other regional value added agricultural products, cultural items and art/crafts.

3. Activities such as, but not limited to: bed and breakfasts, vacation rentals, public auctions, public nightclub like events, musical events/concerts, outdoor entertainment, overnight camping, racing events, restaurants (full service - unlike a snack shop), banquet facilities (wedding/reception facilities), wineries, distilleries, breweries, taverns, bars, tasting rooms, and gambling are prohibited onsite, unless a special use and or rezoning is approved enabling the use of the site in such a manner.
4. All activities associated with the special use permit shall be limited to the months of August through November.
5. The special use shall be further limited to the hours of 9 A.M. to 6 P.M., daily.
6. Outside storage of coolers, lawn chairs, tents, routine maintenance equipment and other misc. items is prohibited on-site.
7. If applicable, outdoor lighting of any kind shall be shielded, and directed downward and away from adjacent properties. The intent of this condition is to prevent light pollution upon nearby neighbors via flood lights or unshielded parking lot lights. Low intensity decorative or walk way lights are exempt from this requirement.
8. Any dumpsters, if applicable, used in conjunction with the special use, shall be enclosed by a solid wood, vinyl or masonry fence not less than 5 feet nor higher than 6 feet in height and shall not be located in required front and side yards and must meet any other applicable setback.
9. The owner of the property shall provide vehicle stacking on-site, off the adjacent right-of-way. Parking on Cemetery Road is prohibited.
10. A seasonal use, if authorized via the special use permit allowing the seasonal use of the subject property, per Section 23.8.4 of Chapter 90, may be granted hard surfaced relief. As such, relief is hereby granted to allow a grass and gravel surface for the -existing- vehicular use areas (i.e. driveways and parking area) affiliated with this special use permit only, subject to the following sub-conditions:
Substantial conformance with the site plans submitted by Applicant, dated May 3, 2021; gravel shall be maintained with regard to the west driveway and the east driveway and the subject parking areas may consist of grass, but grassy areas shall be maintained in a way to prevent rutting, mud and excessive weed growth. Should rutting or mud start to occur in subject driveway or parking area, damaged surface shall be repaired immediately, and best efforts should be performed to minimize said during the use of the said vehicular areas. Mud shall not be deposited from the subject property onto the public right-of-way. In the event mud is accidentally deposited in the public right-of-way, the owner shall clean the roadway within 24 hours of the occurrence; this surface waiver shall not apply to handicap stalls; and should the subject special use herein noted for the subject property become null and void, then the relief herein subject of this condition (no. 10) shall become null and void as well.
11. The existing woodland screenings shown on the Applicant's site plan (2018 aerial photo), dated May 3, 2021 along the creek on the subject property shall be maintained (not removed/clear cut). The intent of this condition is to help reduce noise and to provide screening for those residing east of the subject property.
12. The subject zoning lot shall not be reduced in lot area/size. However, in the event said is done, the special use permit for the entire site shall become null and void immediately upon said action. This condition shall not prevent the owner from enlarging the parcel (to enhance buffering or for the uses outright permitted in the zoning district – not affiliated with the special use).
13. Handicapped stalls (16'x20') shall be provided (marked) in a location approved by Staff, and shall consist of the appropriate hard surface, number and signage per law.

14. Temporary portable (trailer) signage, if desired for use with special use, shall obtain a permit and comply with the zoning code (UDO). If a temporary banner is desired, only one (1) - 32 sq.ft. banner is permitted onsite for a period of 14 consecutive days when not date related, and if date related (i.e. date of opening), then the banner is allowed for a maximum of 22 consecutive days.
 15. Any directional signage used for traffic routing shall be erected in accordance with Section 22.8.6, Chapter 90 (UDO), of the Winnebago County Code.
 16. One permanent freestanding sign is allowed per Section 22.10.4, Chapter 90 (UDO), of the Winnebago County Code. Permanent wall signage is allowed per Section 22.10.7. Signage of any kind shall not be illuminated.
 17. Temporary sanitary facilities (a.k.a. port a potties) and hand washing stations are permitted onsite provided they are not located in direct sight of the neighbors or adjacent roadways and are not located within the required front yard (30 feet from front lot line/r-o-w line) nor 10 feet from any other lot line.
 18. The special use shall obtain all of the appropriate permits (i.e. access permits, building permit, zoning permit, health permit, etc.) and relevant inspections.
 19. Winnebago County Zoning Staff shall be allowed to inspect and complete a compliance inspection with regard to the conditions herein noted and or any other County regulation.
 20. The special use shall be in compliance with all applicable Federal, State and local (i.e. sign codes, parking codes, ADA codes, health codes, building codes, etc.) statutes, ordinances, codes, rules and regulations, unless a variation is granted by the appropriate governing body.
 21. This Ordinance shall be recorded in the Recorder's Office within 90 days of approval, and proof of such recording shall be provided to Planning and Zoning staff. All prior approved Ordinances, inclusive of the Ordinance, dated 04/12/90; An Ordinance Granting a Special Use Permit (for a private and public recreational facility and commercial entertainment and tourist establishment) and Ordinance 2021 CO 047; An Ordinance Granting a Special Use Permit (for an Agri-business), dated 05/27/21, enabling (addressing) the same use/s shall be repealed, become null and void, if not already, immediately upon the adoption of this Ordinance – for Special Use case SU-04-24.
 22. This special use permit shall expire, become null and void, one year after the cessation of the property being used as allowed via this special use ordinance.
 23. Signage shall be erected onsite noting that opening (of alcohol containers) and/or consuming alcohol onsite is strictly prohibited.
2. That said premises shall be used in compliance with and subject to the applicable provisions of the Unified Development Ordinance (Chapter 90 of W.C.C.) of Winnebago County and shall not be used except as may otherwise be expressly authorized by this Special Use Permit.
 3. That acceptance of any of the benefits of this Special Use Permit shall be deemed acceptance of all the terms and conditions set forth herein.
 4. That this Ordinance shall be in full force and effect immediately upon its adoption as provided by law.

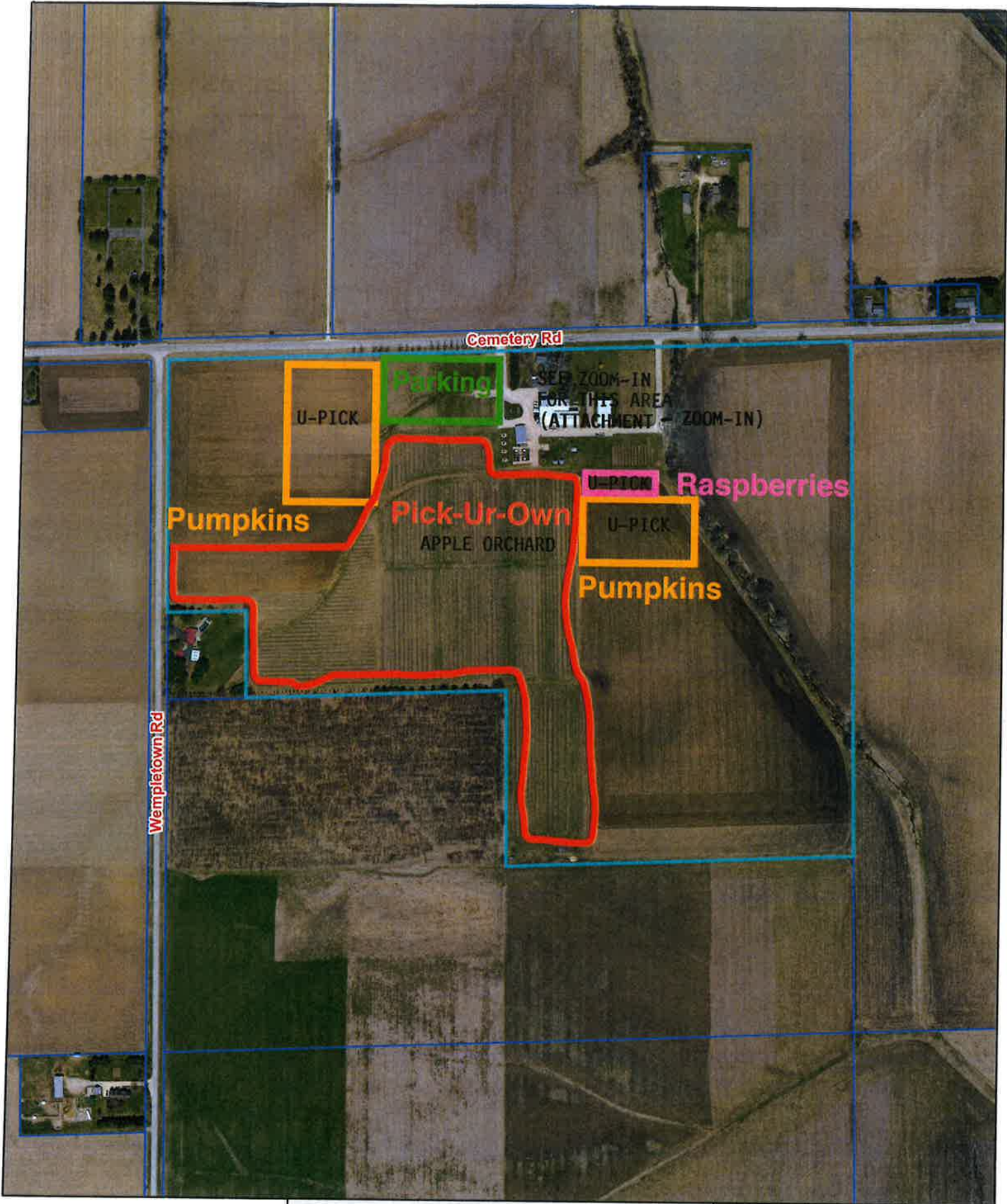
The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, on the _____ day of _____, 2024.

ATTEST:

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

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

SITE PLAN



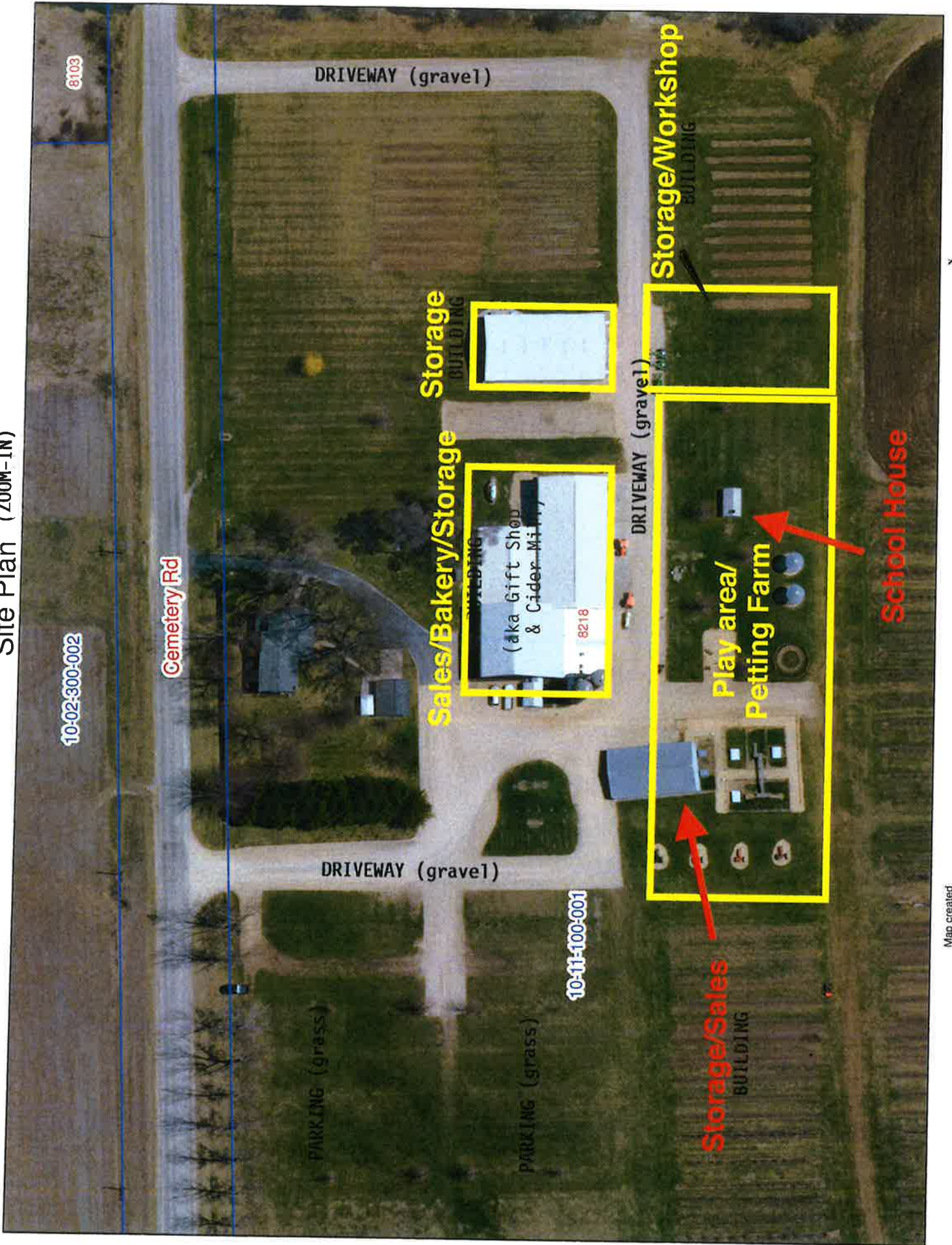
The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's

1 inch = 470 feet



Date: 5/3/2021

Site Plan (ZOOM-IN)



NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: July 25, 2024

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Byron Station, Units 1 and 2 – Confirmation of Initial License Examination
 - b. Byron Station, unit No. 2 – Authorization and Safety Evaluation for Alternative Request No. I4R-24 (EPID L-2023-LLR-0050)
 - c. Federal Register/Vol. 89, No. 127/Tuesday, July 2, 2024/Notices
 - d. Federal Register/Vol. 89, No. 131/Tuesday, July 9, 2024/Notices
2. County Clerk Gummow received from Charter Communications a Quarterly Franchise Fee Payment for the Village of Rockton.
3. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
 - a. Collateralization Report – May 31, 2024
 - b. Investment Report - as of June 1, 2024
 - c. Winnebago County Treasurer Bank Balances –May, 2024



WINNEBAGO COUNTY

— ILLINOIS —

4. County Clerk Gummow received a Monthly Report from the Winnebago County Clerk's Office for June, 2024.

Adjournment