



# WINNEBAGO COUNTY

— ILLINOIS —

## AGENDA

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

**Thursday, January 23, 2025**  
**6:00 p.m.**

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member Christopher Scroll
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 – River Bluff Annual Report to the County Board, Laura Schaffer, River Bluff Administrator
  - C. Public Hearings – None
  - D. Public Participation – Fernando B. Tyus, WCSO Communications, Pro
6. **Approval of Minutes**..... Chairman Joseph Chiarelli
  - A. Approval of December 5 and 12, 2024 minutes
  - B. Layover of January 9, 2025 minutes
7. **Consent Agenda**..... Chairman Joseph Chiarelli
  - A. Raffle Report
  - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments shall lay over until the second board meeting after they are first introduced)**
9. **Reports of Standing Committees**.....Chairman Joseph Chiarelli
  - A. Finance Committee.....John Butitta, Committee Chairman
    1. Committee Report

2. An Ordinance to Abate the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2024 Payable 2025 to be Laid Over
3. An Ordinance to Abate the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternate Bond Property Tax Levy for the Year 2024 Payable 2025 to be Laid Over
4. An Ordinance Abating the Tax hereto Levied for the Year 2024 Payable 2025 to pay the Principal of and Interest on Taxable General Obligation Bonds (Alternate Revenue Source) Series 2018 of Winnebago County, Illinois to be Laid Over
5. An Ordinance to Abate the 2020A Alternate Bond Property Tax Levy for the Year 2024 Payable 2025 to be Laid Over
6. An Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bond Property Tax Levy for the Year 2024 Payable 2025 to be Laid Over
7. An Ordinance to Abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bond Property Tax Levy for the Year 2024 Payable 2025 to be Laid Over
8. An Ordinance to Abate the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2022 Bonds Property Tax Levy for the Year 2024 Payable 2025 to be Laid Over
9. An Ordinance Abating Special Tax Roll for 2024 Levy Year for Properties within the Special Service Area for the I-39/Baxter Road County Water District Project to be Laid Over
10. An Ordinance Amending the Winnebago County Code to Provide for an Amendment to Eviction Fees and Process by the Sheriff's Office to be Laid Over

B. Zoning Committee ..... **Jim Webster, Committee Chairman**  
 Planning and/or Zoning Requests:

1. Committee Report

C. Economic Development Committee ..... **John Sweeney, Committee Chairman**

1. Committee Report

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

1. Committee Report
2. Resolution Awarding Air Duct Cleaning for County Administration Building Using CIP 2024 Funds  
 Cost: \$34,800
3. Resolution Awarding Purchase of Two Detective Squad Vehicles for Sheriff's Office Using CIP-PSST 2025 Funds  
 Cost: \$ 111,304
4. Resolution Awarding Purchase of Two Civil Process Squad Vehicles for Sheriff's Office Using CIP-PSST 2025 Funds  
 Cost: \$111,909
5. Resolution Awarding Purchase of Six Patrol Vehicles for Sheriff's Office Using CIP-PSST 2025 Funds  
 Cost: \$430,575
6. Resolution Awarding VMWare Annual Licensing

Annual Cost: \$17,608 3-Year Renewal Cost: \$52,823

- E. Public Works Committee..... **Dave Tassoni, Committee Chairman**
1. Committee Report
  2. (25-001) Resolution Authorizing a Structural Engineering Services Agreement with IMEG Consultants Corp. for Rehabilitation of the Roscoe Road Bridge Over the Rock River and for the Appropriation of MFT Funds  
Cost: \$256,383 (not to exceed) C.B. District: 3
  3. (25-002) Resolution for the Award of Bid for Maintenance of Traffic Signals on the County Highway System and for the Appropriation of MFT Funds  
Cost: \$488,167.50 (total for 2025 & 2026) C.B. District: County Wide
  4. (25-003) Resolution Authorizing a Structural Engineering Services Agreement with Hutchison Engineering Inc. for Township Bridge Replacement on Kelly Road over Sumner Creek in Seward Township  
Cost: \$ 62,725 (by the Township Bridge Program) C.B. District: 1
  5. (25-004) Resolution Authorizing a Structural Engineering Services Agreement with Hutchison Engineering Inc. for Township Bridge Rehabilitation on Goeke Road over Pink Creek in Pecatonica Township  
Cost: \$ 65,282 (by the Township Bridge Program) C.B. District: 1
  6. (25-005) Resolution Authorizing a Joint Funding Agreement with the State of Illinois for Elmwood Road Resurfacing from Owen Center Road to IL-2 and for Appropriating RBI Funds  
Cost: \$ 208,000 (IDOT/TARP) C.B. District: 5  
\$ 1,591,200 (County)
  7. (25-006) Ordinance Amending Chapter 82 of the Winnebago County Code Designating Elmwood Road (CH-66) from Owen Center Road (CH-13) to IL Route 2 as a Class II Truck Route to be Laid Over  
Cost: \$ N/A C.B. District: 5
  8. (25-007) Resolution Authorizing an Engineering Agreement with Fehr Graham to Provide Phase II Engineering and Right-Of-Way Services for Owen Center Road from Riverside Boulevard to Latham Road  
Cost: \$ 419,700 C.B. District: 1, 5
  9. (25-008) Resolution Authorizing the Purchase of Three Plow/Dump Truck Bodies  
Cost: \$468,560.88 C.B. District: County Wide
  10. (25-009) Resolution Authorizing an Engineering Services Agreement with ARC Design Resources Inc. to provide Phase I Engineering for South Perryville Road from Harrison Avenue to E. State Street and for the Appropriation of MFT Funds  
Cost: \$ 277,500 C.B. District: 8, 11
  11. (25-011) Resolution Authorizing an Agreement with Realty Services & Consultants, LLC (dba Valu Pros) for Land Appraisal Services for Owen Center Road Improvements from Riverside Boulevard to Latham Road  
Cost: \$47,100 C.B. District: 1, 5
  12. (25-012) Resolution Authorizing an Agreement with Frank P. Petta Appraisals for Land Appraisal Review Services for the Riverside Boulevard and Owen Center Road Projects  
Cost: \$26,075 C.B. District: 1, 5, 17, 20

- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
  - 1. Committee Report
- G. Legislative and Lobbying Committee.....**Jaime Salgado, Committee Chairman**
  - 1. Committee Report

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

**Zoning Committee**

- 1. Z-05-24 A Map Amendment to rezone 10+- Acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District for the property that is commonly known as 16562 W. Campbell Road, Pecatonica, IL 61063 in Durand Township, District 1.
- 2. Ordinance Granting Site Approval for a 2 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 33.39 +- Acre Site commonly known as 5626 Tipple Road / 5303 Dailette Road (PIN: 15-17-100-008), Rockford, IL 61102, in Rockford Township, District 9.
- 3. Committee Report

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

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

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

**Next Meeting: Thursday, February 13, 2025**



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



## **Annual Report & Strategic Plan**

**2024-2025**

## OVERVIEW

Utilizing a strategic annual planning process with the River Bluff Oversight Board of Directors and facility team leaders will help River Bluff be successful. A planning approach has been established including timely evaluations to help develop plans, goals, and objectives. This process has been implemented to assist with developing and achieving both short term and long-term facility goals/objectives.

With monthly meetings and reports to the Board of Directors a culture of transparency and partnership has developed which has been instrumental in maintaining accountability and measuring the progress toward achieving desired results.

An internal review of the facility's strengths, weaknesses, opportunities and threats (SWOT) were initially conducted. This analysis provided a foundation for the development and prioritization of facility goals/objectives.

Target Goal	2023	2024
Core Staff (230)	155	200
Census (170)	132	148
Turn Over Rate (4%)	6.13	4.48

Financial Comparisons		
Fiscal Year	2023	2024
Agency Expenditure	\$4,901,031	\$2,892,466
Revenues	\$15,527,098	\$18,149,719

## LEADERSHIP

Build an engaged driven leadership team. The desired result is an agile leadership team with the skills and motivation to attract and keep employees, engage employees, and create a culture of mentorship, quality, and fiscal responsibility.

## FINANCIAL

Identified goals and objectives to improve or maintain steady revenue, improve or maintain successful billing and collections processes and provide a budgeting process that forecasts revenues and expenditures annually. The desired results include overall improved fiscal health, decrease in outstanding accounts receivable, and successful budgeting process to maintain fiscal responsibility and cost containment on expenditures.

### **Accomplishments/Tactics:**

- Decreased dependency on agency staff by recruiting core employees.
- Established reasonable staffing matrix to provide quality care. Educated clinical leadership on staffing guidelines and appropriate staffing levels based on census and level of care needed.
- Established written policies and procedures for billing and collections.
- Conduct weekly meetings with finance department to review patient liability accounts.
- Educated department heads on monthly budget reports, fiscal accountability and annual budgeting process.
- Working on contracts with insurance companies to become in network preferred provider. Secured contracts with United Health Care and Humana.
- Increased private and semi-private room rates.
- Increased hospice rates and negotiated contracts for a higher level of reimbursement.
- Obtained an MDS consultant which has increased our compliance with documentation capture to maximize our case mix index in return increasing our Medicare and Medicaid revenues.

## WORKFORCE/STAFF RETENTION AND RECRUITMENT

Identified goals and objectives are to decrease reliability on agency staffing and increase the core workforce for River Bluff. This goal will have a positive impact on the fiscal vitality of the organization, quality of care and services delivered, and the consumer image of the facility.

### **Accomplishments/Tactics:**

- Hired fulltime Human Resource staff dedicated to River Bluff.
- Hosted Job Fairs. Next Job Fair scheduled in January 29, 2025.
- Advertisement of open positions, and hiring events.
- Increased clinical salaries to meet market competitiveness.
- Implemented employee of the month recognition.
- Recruited some agency staff that had experience here.
- Went from 156 employees to 220 employees.
- Decreased turnover rate to 3.2%
- Conduct routine staff meetings and annual employee satisfaction surveys.
- Add exit interview process (January 2025).
- Improve orientation and annual training (January 2025)
- Improved leadership visibility and accessibility.

### **CENSUS**

Goal is to increase average daily census. Empty beds negatively impact revenues.

### **Accomplishments/Tactics:**

- Established target goal of 170 to 175 daily census.
- Established individual payer type goals for Medicare A (short stays) (10-15%), Medicaid (70%), Hospice and Private payers (5-10%).
- Implemented a Census Growth Task Force to review and develop tactics in increase census.
- Continue working on contracts with insurance companies to become in network preferred provider.
- Reviewed admissions process and are working on tactics to streamline efficiencies.
- Targeted networking and marketing with referral sources.
- Monthly review of lost referrals and analyze why they chose another facility over River Bluff.

### **CLINICAL HEALTH/QUALITY/RISK MANAGEMENT/COMPLIANCE**

Identify goals and objectives that will maintain or improve the clinical health of the facility. Increase CMS Star Rating. The desired result is resident/employee

satisfaction, positive health survey(s), improved quality of care, and improved fiscal health.

### **Accomplishments/Tactics:**

- Reduce survey outcomes.
- Clinical performance indicators of success: decrease falls, decrease unwanted resident weight loss, decrease in-house acquired pressure ulcers, decrease in-house acquired infections,
- Clinical staff stabilization.
- Enhance staff education and development (certifications and training). (Dementia training certifications, certified trainer for the facility, wound care certification, MDS certification, Infection Prevention certification.)
- Improved compliance resources for staff, policy development, and training. (The Compliance Store and Relias Software).
- Quality meetings held monthly with the development and reports of subcommittees for clinical performance indicators. (falls, pressure, weight loss, infections)
- Clinical audits conducted weekly for continued compliance and improvement.

## **CUSTOMER EXPERIENCE**

Identify goals and objectives that will maintain or improve resident/employee satisfaction. The desired result is improved census, lower employee turnover, return admissions, increase in referrals, and improved community reputation.

### **Accomplishments/Tactics:**

- Pro-active approach to processing customer concerns.
- Made improvements to the grievance process and follow ups.
- Implement of customer satisfaction surveys (start in 2025).
- Improve the employee orientation process, annual skills and competencies and conduct annual employee surveys.
- Routine staff meetings for transparency and staff engagement.
- Create a home like environment for residents and visitors. Update furnishings in common areas (in progress).
- Robust Activities programming, events and community outings.

## **CAPITAL IMPROVEMENTS**

Identify goals and objectives that will maintain or improve the physical facility. 5-year project list for improvements is reviewed and updated annually. The

desired result is resident/employee satisfaction, compliance with life safety code, and modernization of physical environment.

## **SUMMARY**

There are several external influences shaping the nursing home landscape nationally and at the state/local levels. We strive to make decisions based on data, realities, and the industries changing atmosphere. Through the creation of a collaborative atmosphere, engagement, commitment of team leaders, and open communication River Bluff has begun its journey to success.

# **Approval of Minutes**



**SPECIAL MEETING  
WINNEBAGO COUNTY BOARD  
DECEMBER 5, 2024**

1. Chairman Joseph Chiarelli called to order The Special Meeting of the Winnebago County Board for Thursday, December 5, 2024 at 5:30 p.m.
2. Roll Call: 15 Present. 5 Absent. (Board Members Arena, Butitta, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Salgado, Sweeney, Tassoni, M. Thompson, Valdez, and Webster were present.) (Board Members Booker, Nabors, Penney, Scrol, and R. Thompson were absent.)
3. Chairman Chiarelli entertained a motion to allow remote access. Board Member M. Thompson made a motion to allow remote access for Board Members Penney and R. Thompson, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Booker, Nabors, Penney, Scrol, and R. Thompson were absent.)

Board Member Penney and R. Thompson joined remotely at 5:31 p.m.

4. Board Member McCarthy led the Invocation and Pledge of Allegiance

Board Member Booker joined the meeting at 5:33 p.m.

5. Chairman Chiarelli entertained a motion to approve the Ordinance. Board Member Arena made a motion to approve An Ordinance Amending Chapter 2, Article II, Division 3 and 4 of the Winnebago County Code Relating to the Rules of Order and Procedure of the County Board of the County of Winnebago, Illinois, seconded by Board Member Sweeney. Discussion by Board Member Arena and Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Nabors and Scrol were absent.)
6. Chairman Chiarelli entertained a motion to approve the Resolution. Board Member Arena made a motion to approve a Resolution Adopting the Organizational Structure of the County Board of the County of Winnebago, Illinois, seconded by Board Member Salgado. Discussion by Chief of the Civil Bureau Vaughn and Board Member Valdez. Motion was approved by a unanimous vote of all members present. (Board Members Nabors and Scrol were absent.)

County Administrator Thompson reminded the Board of the Operations and Finance Committee meetings immediately after adjournment and welcomed the new Board Members.

Board Member Salgado suggested introductions for new Board Members.

Board Member Tassoni suggested an orientation from the County about the administration and staff.

Chairman Chiarelli thanked the Caucus Chairs for their hard work over the past couple of weeks.

7. Chairman Chiarelli entertained a motion to adjourn. Board Member Webster moved to adjourn the meeting, seconded by Board Member M. Thompson. (Board Members Nabors and Scrol were absent.) Meeting was adjourned at 5:41 p.m.

Respectfully submitted,



Rebecca Manriquez  
Assistant Supervisor of Elections

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**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
DECEMBER 12, 2024**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, December 12, 2024 at 6:00 p.m.
2. Board Member McCarthy gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements:

Under Appointments:

Remove 8.A. Winnebago County Administrative Hearing Officer from the Agenda for Further Review.

4. Roll Call: 16 Present. 4 Absent. (Board Members Arena, Booker, Fellars, Goral, Hanserd, Hoffman, McCarthy, McDonald, Salgado, Scrol, Sweeney, Tassoni, M. Thompson, R. Thompson, Valdez, and Webster were present.) (Board Members Butitta, Lindmark, Nabors, and Penney were absent.)

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

5. Awards - None

Presentations- Mary McNamara Bernsten, Rockford Area Arts Council. Discussion by Board Members Goral, Salgado, Arena, and Sweeney.

Public Hearings - None

Public Participation – None

Board Member Nabors arrived at 6:26 p.m.

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member M. Thompson made a motion to approve County Board Minutes of November 14, 2024 and layover County Board Minutes of November 26, 2024, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Lindmark, and Penney were absent.)

**CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for December 12, 2024. Board Member Salgado made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member M. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Lindmark, and Penney were absent.)

### APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments shall lay over until the second board meeting after they are first introduced)**

Chairman Chiarelli held out Agenda Item 8.A. (as listed below).

**A. Winnebago County Administrative Hearing Officer, Compensation: \$180 per hour**

1. Sosnowski Szeto, LLP (New Appointment) Rockford, Illinois, one-year contract

**B. Twelve Mile Grove Cemetery Association, Annual Compensation: None**

1. Ronald Mitchell (Reappointment), Pecatonica, Illinois, to serve a six-year term, expiring December 2030
2. Kent E. Peterson (Reappointment), Pecatonica, Illinois, to serve a six-year term, expiring December 2030

Board Member McDonald made a motion to suspend the rules on Agenda Item 8.C. (as listed below), seconded by Board Member McCarthy. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Butitta, Lindmark, and Penney were absent.) Board Member McDonald made a motion to approve the Appointment, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Lindmark, and Penney were absent.)

**C. North Park Fire Protection District, Annual Compensation: Not to exceed \$1,500.00 per year**

1. Ron Lundstrom (Reappointment), Rockford, Illinois, to serve a three-year term, expiring November 2027

### REPORTS FROM STANDING COMMITTEES

#### FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve a Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutor's Program, seconded by Board Member Hoffman. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Lindmark, and Penney were absent.)

10. Board Member Salgado read in for the first reading of an Ordinance for Approval of Budget Amendment for Law Enforcement Mental Health and Wellness Act (LEMHWA) Grant Award to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member McDonald. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Butitta, Lindmark, and Penney were absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member McDonald. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Lindmark, and Penney were absent.)
11. Board Member Salgado made a motion to approve a Resolution Authorizing Execution of a Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, AFL-CIO, Illinois Council 31, Local 473 (AFSCME), seconded by Board Member Sweeney. Discussion by Chief of the Civil Bureau Vaughn and Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Lindmark, and Penney were absent.)
12. Board Member Salgado read in for the first reading of an Ordinance Amending the Predictable Fee Schedule for the Winnebago County Recorder's Office to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Sweeney. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Butitta, Lindmark, and Penney were absent.) Board Member Salgado made a motion to approve the Ordinance, seconded by Board Member Hanserd. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Lindmark, and Penney were absent.)

### **ZONING COMMITTEE**

13. Board Member Webster reminded Zoning Committee members of a meeting next Thursday and two out of the three items on the agenda will concern solar.

### **ECONOMIC DEVELOPMENT COMMITTEE**

14. Board Member Sweeny reminded Board Members of their discretionary funds.

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

15. Board Member McDonald made a motion to approve a Resolution Awarding Hartmann Electric Company and Montel Technologies for Countywide Security Cameras and Integrator System using ARPA Funds, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Lindmark, and Penney were absent.)
16. Board Member McDonald made a motion to approve a Resolution Awarding Montel Technologies for Countywide Security Camera and Integrator System Maintenance and Support Contract, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Butitta, Lindmark, and Penney were absent.)

Board Member McDonald wished all a Merry Christmas on behalf of the Operations & Administrative Committee.

Chairman Chiarelli thanked all of those who helped with the camera project.

Board Member Fellars departed at 6:39 p.m.

### **PUBLIC WORKS COMMITTEE**

17. No Report.

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

18. Board Member Booker announced there will be no Public Safety and Judiciary meeting Monday night.

### **LEGISLATIVE AND LOBBYING COMMITTEE**

19. Board Member Salgado wished all a Merry Christmas and a Happy New Year.

### **UNFINISHED BUSINESS**

20. **Appointments read in on October 24, 2024**

Board Member McCarthy made a motion to approve the Appointment (as listed below), seconded by Board Member Sweeney. Motion was approved by a unanimous vote of all members present (Board Members Butitta, Fellars, Lindmark, and Penney were absent.)

**A. Rockford Area Venues and Entertainment Authority, Annual Compensation: None**

1. Miles Nielsen (New Appointment), Rockford, Illinois, to serve the remainder of a five-year term (Geno Iafrate) expiring July 2027

### **NEW BUSINESS**

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

Board Member Webster congratulated Scott Bloomquist for being named superintendent of the year and thanked Chief of the Civil Bureau Vaugh and the negotiating team regarding the Union contract. Chairman Chiarelli also recognized Chief of the Civil Bureau Vaugh.

### **ANNOUNCEMENTS & COMMUNICATION**

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

- A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-Audit Plan in Support of Review of License Amendment Request to Transition to Framatome Gaia Fuel (EPID L-2024-LLA-0072)
  - b. Federal Register/Vol. 89, No. 228/Tuesday, November 26, 2024/Notices
- B. County Clerk Gummow received from the Illinois Environmental Protection Agency a Public Notice regarding Renewal of the Federally Enforceable State Operating Permit Rockford Silk Screen Process, Inc. in Loves Park.
- C. County Clerk Gummow received a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder's Office for November, 2024.

Chairman Chiarelli wished all a Merry Christmas and a Happy New Year.

**ADJOURNMENT**

- 23. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member McCarthy. Motion was approved by a voice vote. The meeting was adjourned at 6:43 p.m. (Board Members Butitta, Fellars, Lindmark, and Penney were absent.)

Respectfully submitted,

  
Lori Gummow  
County Clerk  
ar

**REGULAR ADJOURNED MEETING  
WINNEBAGO COUNTY BOARD  
JANUARY 9, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 9, 2025 at 6:00 p.m.
2. Board Member Salgado gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Booker, Butitta, Fellars, Goral, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Salgado, Sweeney, Tassoni, M. Thompson, R. Thompson, Valdez, and Webster were present.) (Board Members Penney and Scrol were absent.)

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

Board Member Penney was unable to attend due to technical difficulties.

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

5. Awards - None
- Presentations- Introduction of Roy Garcia, Winnebago County Emergency Services Disaster Agency Coordinator.
- Public Hearings - None
- Public Participation – Raymond Richmond, VAC, Con

Daniel Larson, Emergency Services Power and Repeater Network, Pro

Chairman Chiarelli recognized the passing of former President Carter and former Representative Ron Wait with a moment of silence.

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member R. Thompson made a motion to approve County Board Minutes of November 26, 2024 and layover County Board Minutes of December 5, 2024 and December 12, 2024, seconded by Board Member M.



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

### CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for January 9, 2025. Board Member Valdez made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

### APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments shall lay over until the second board meeting after they are first introduced)**

Board Member Arena made a motion to suspend the rules on Agenda Item A. 1. (as listed below), seconded by Board Member Fellars. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.) Board Member Arena made a motion to approve Item A.1., seconded by Board Member Fellars. Discussion by Chief of the Civil Bureau Vaugh and Board Member Goral. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

#### **A. Administrative Hearing Officer, Compensation: \$200 per hour**

1. Erik Jacobs (New Appointment), Rockford, Illinois

Board Member Salgado made a motion to suspend the rules on Agenda Item B. 1. (as listed below), seconded by Board Member Tassoni. Motion to suspend was approved by a unanimous vote of all members present.) (Board Members Penney and Scrol were absent.) Board Member Salgado made a motion to approve Item B. 1., seconded by Board Member Tassoni. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

Chairman Chiarelli acknowledged Treasurer Susan Goral for her many years of service and congratulated newly appointed Treasurer Theresa Grennan.

#### **B. Winnebago County Treasurer, Annual Compensation: \$97,222.32**

1. Theresa Grennan, (New Appointment), Rockford, Illinois, to serve the remainder of a four-year term (Susan Goral) expiring December 2026

Board Member Arena made a motion to suspend the rules on Agenda Items C. 1. Thru 4. (as listed below), seconded by Board Member Nabors. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.) Board Member Arena made a motion to approve Items C. 1. Thru 4., seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

**C. Public Aid Committee, Compensation: \$140 per meeting**

1. Bryan Flynn (New Appointment), Cherry Valley Township, Illinois
2. Eric Stromberg (New Appointment), Shirland Township, Illinois
3. Jasper St. Angel (New Appointment), Rockford Township, Illinois
4. Gary Jury (New Appointment), Harlem Township, Illinois

**REPORTS FROM STANDING COMMITTEES**

**FINANCE COMMITTEE**

9. Board Member Butitta made a motion to approve a Resolution Affixing Compensation and Other Benefits for the Clerk of the Circuit Court, seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)
10. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of Pending Litigation (Cedric J. Marks II v. Jason Rossi, et al.), seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

**ZONING COMMITTEE**

11. Board Member Webster read in for the first reading of Z-05-24 A Map Amendment to rezone 10+- Acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District for the property that is commonly known as 16562 W. Campbell Road, Pecatonica, IL 61063 in Durand Township, District 1 to be laid-over.
12. Board Member Webster read in for the first reading of an Ordinance Granting Site Approval for a 2 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 33.39 +- Acre Site commonly known as 5626 Tiple Road/ 5303 Daillette Road (PIN: 15-17-100-008), Rockford Township, IL 61102, in Rockford Township, District 9 to be laid-over.
13. Board Member Webster read in for the first reading of an Ordinance Granting Site Approval for a 4.5 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 71.09 +- Acre Site commonly known as 2799 N. Springfield Avenue (PIN: 11-08-401-003) Rockford, IL 61101, in Rockford Township, District 5 to be laid-over. Board Member Webster made a motion to suspend the rules seconded by Board Member Tassoni. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.) Board Member Webster made a motion to approve the Ordinance seconded by Board Member Tassoni. Discussion by Board Members Arena, Fellars, Webster, and Tassoni. Motion failed by a roll call vote of 18 no votes and 0 yes votes. (Board Members Penney and Scrol were absent.)

Board Member Webster announced the Zoning Board of Appeals Committee will meet February 12, 2025 and the Zoning Committee will meet February 26, 2025.

**ECONOMIC DEVELOPMENT COMMITTEE**

14. No Report.

**OPERATIONS & ADMINISTRATIVE COMMITTEE**

15. No Report.

**PUBLIC WORKS COMMITTEE**

16. Board member Tassoni announced an upcoming Public Works Committee meeting on January 14, 2025.

**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

17. No Report.

**LEGISLATIVE AND LOBBYING COMMITTEE**

18. No Report.

**UNFINISHED BUSINESS**

19. **Appointments read in on December 12, 2024**

Board Member Booker made a motion to approve the Agenda Item A. 1. & 2. (as listed below), seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Penney and Scrol were absent.)

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

1. Ronald Mitchell (Reappointment), Pecatonica, Illinois, to serve a six-year term, expiring December 2030
2. Kent E. Peterson (Reappointment), Pecatonica, Illinois, to serve a six-year term, expiring December 2030

**NEW BUSINESS**

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

Board Member McCarthy spoke of a letter provided to the County Board members regarding an appointment to the Mental Health Board.

Board Member Tassoni announced Daniel Larson is looking for assistance for the radio association. Discussion by Board Member Nabors.

Board Member Lindmark spoke of National Law Enforcement Day.

### **ANNOUNCEMENTS & COMMUNICATION**

21. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:
  - A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
    - a. Byron Station Unit 2-Request for Information for an NRC Post-Approval Site Inspection for License Renewal Inspection Report 05000455/2025011
    - b. Certificate of Compliance No. 9316, Revision No. 13, for the Model NOS. AOS-25A, AOS-50A, AOS-100B, and AOS-100A-S Packages
    - c. Federal Register/Vol. 89, No. 246/Monday, December 23, 2024/Notices
  - B. County Clerk Gummow received from Theresa Grennan, Chief Deputy Winnebago County Treasurer the following:
    - a. Collateralization Report – as of November 30, 2024
    - b. Investment Report - as of December 1, 2024
    - c. Winnebago County Treasurer Bank Balances –November, 2024
  - C. County Clerk Gummow received from Charter Communications Quarterly Franchise Fee Payments for the following:
    - a. Town of Rockton, IL
    - b. Harlem, IL, Township of Winnebago County
    - c. Town of Roscoe, IL
  - D. County Clerk Gummow received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: Permanent closure of previous facility at 3333 Kishwaukee Street, Rockford, IL. A permit is pending for a new facility to be operated at 3315 Kishwaukee Street, Rockford, IL.

Chairman Chiarelli recognized students of the Guilford High School Student Council.

### **ADJOURNMENT**

22. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to

adjourn the meeting, seconded by Board Member M. Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:43 p.m. (Board Members Penney and Scrol were absent.)

Respectfully submitted,

A handwritten signature in black ink that reads "Lori Gummow". The signature is written in a cursive, flowing style.

Lori Gummow  
County Clerk  
ar

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by  
**6** different organization for **6** 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
31243	1	ROCKFORD UNIVERSITY	01/24/25-02/08/25	\$4,999.00
31244	1	TEBALA SHRINERS	03/01/25-11/29/25	\$18,000.00
31245	1	HARLEM COMMUNITY CENTER	1/31/2025	\$750.00
31246	1	IAFF LOCAL 413 ROCKFORD FIREFIGHTERS	02/01/25-03/17/25	\$1,000.00
31247	1	ARTISTS' ENSEMBLE THEATER	03/01/25-05/25/25	\$1,300.00
31248	1	ROCKFORD COSMOPOLITAN CLUB CHARITIES INC	02/01/25-03/20/25	\$10,600.00

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

This concludes my report,

Deputy Clerk                     Daisy Carrillo                    

LORI GUMMOW  
 Winnebago County Clerk

Date                     23-Jan-25

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	\$	421,128
101	PUBLIC SAFETY TAX	\$	113,210
103	DOCUMENT STORAGE FUND	\$	21,659
106	RECORDERS DOCUMENT FEE FUND	\$	1,629
111	CHILDREN'S WAITING ROOM FUND	\$	8,606
114	911 OPERATIONS FUND	\$	187,292
115	PROBATION SERVICE FUND	\$	17,679
126	LAW LIBRARY	\$	4,757
129	COUNTY AUTOMATION FUND	\$	4,297
131	DETENTION HOME	\$	121,457
155	MEMORIAL HALL	\$	1,183
158	CHILD ADVOCACY PROJECT	\$	1,499
161	COUNTY HIGHWAY	\$	61,123
162	COUNTY BRIDGE FUND	\$	651
164	MOTOR FUEL TAX FUND	\$	127,404
165	TOWNSHIP HIGHWAY FUND	\$	1,779
181	VETERANS ASSISTANCE FUND	\$	20,750
185	HEALTH INSURANCE	\$	22,234
194	TORT JUDGMENT & LIABILITY	\$	394,666
196	MENTAL HEALTH TAX FUND	\$	1,834,507
301	HEALTH GRANTS	\$	147,246
302	SHERIFF'S DEPT GRANTS	\$	8,320
304	PROBATION GRANTS	\$	100,139
307	COMMUNITY DEVELOPMENT GRANTS	\$	3,500
309	CIRCUIT COURT GRANT FUND	\$	3,158
313	AMERICA RESCUE PLAN	\$	924
314	CJCC GRANTS FUND	\$	14,494
315	OPIOID SETTLEMENT FUND	\$	40
401	RIVER BLUFF NURSING HOME	\$	345,345
410	ANIMAL SERVICES	\$	43,391
420	555 N COURT OPERATIONS FUND	\$	2,738
430	WATER FUND	\$	10,159
501	INTERNAL SERVICES	\$	67
743	CAPITAL PROJECTS FUND	\$	249
	TOTAL THIS REPORT	\$	<u>4,047,280</u>



The adoption of this report is hereby recommended:

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

ADOPTED: This 23rd day of January 2025 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

# Appointments

# **Reports of Standing Committees**

# **FINANCE COMMITTEE**



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 16, 2025  
**Resolution Title:** An Ordinance to Abate the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2024 Payable 2025  
**County Code:** Not Applicable  
**Board Meeting Date:** January 23, 2025  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2024 payable 2025. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2024 payable 2025.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chair

Submitted by: Finance Committee

2025 CO

---

**AN ORDINANCE TO ABATE THE 2016E PUBLIC SAFETY SALES TAX  
ALTERNATE BOND PROPERTY TAX LEVY FOR THE YEAR 2024 PAYABLE 2025**

---

**WHEREAS**, on May 22, 2003 the County Board of the County of Winnebago, Illinois passed Ordinance No. 2003-CO-44 which gave the County of Winnebago the authority to sell Alternate Bonds in an amount not to exceed \$115,000,000 to raise money for the purpose of paying the expenses of acquisition of land, and construction of a new Criminal Justice Center; and

**WHEREAS**, on September 4, 2003 the County Board of the County of Winnebago passed Ordinance No. 2003-CO-I 06 (hereinafter referred to as "Alternate Bond Ordinance") which the Board ordained to issue \$25,000,000 in Alternate Bonds; and

**WHEREAS**, the County Board determined that it was necessary and in the best interest of the County to obtain net present value interest savings and to restructure the indebtedness represented by the Series 2003E Bonds and to refund the portion of the Bonds of the outstanding Series 2003E Bonds maturing in each of the years 2020 to 2022 inclusive; and

**WHEREAS**, the County Board adopted Ordinance No. 2006-CO-143 on November 21, 2006 authorizing the issuance, and providing for the sale of, the County's General Obligation Refinancing Alternate Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2006E in the amount of \$18,765,000; and

**WHEREAS**, the County Board approved Ordinance No. 2016-CO-119 on November 10, 2016 authorizing and providing for the issuance and sale of \$18,515,000 General Obligation Alternate Refunding Bonds, Series 2016E of the County of Winnebago, Illinois for the purpose of currently refunding and restructuring a portion of the outstanding General Obligation Alternate Refunding Bonds 2016E; and

**WHEREAS**, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual 2016E Public Safety Sales Tax Alternate Bond Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the Bonds are outstanding; and

**WHEREAS**, in said Section 20, the County ordained to levy a 2024 payable 2025, 2016E Public Safety Sales Tax Alternate Bond Property Tax sufficient to produce the sum of \$2,241,450 the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2025; and

**WHEREAS**, Section 22 of the Alternate Bond Ordinance authorizes the County Board to abate each annual 2016E Public Safety Sales Tax Alternate Bond Tax Levy provided there are sufficient funds on deposit in the Pledge Revenues Subaccount of the Principal and Interest Account of the 2016E Public Safety Sales Tax Alternate Bond Fund to fully pay the Alternate Bond Debt Service otherwise payable from each such Tax Levy; and

**WHEREAS**, there is presently at least \$2,241,450 in the aforesaid Pledged Revenues Subaccount, which is sufficient to fully make all principal and interest payments on the aforementioned outstanding Alternate Bonds through December 30, 2025; and

**WHEREAS**, pursuant to the terms of the Alternate Bond Ordinance, it is no longer necessary for the County to levy a 2016E Public Safety Sales Tax Alternate Bond Property Tax for the 2024 payable 2025 tax year.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board for the County of Winnebago, Illinois that the 2016E Public Safety Sales Tax Alternate Bond Property Tax Levy in the amount of \$2,241,450 for the 2024 payable 2025 tax year is hereby abated in its entirety.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

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

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





# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 16, 2025  
**Resolution Title:** An Ordinance to Abate the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternate Bond Property Tax Levy for the Year 2024 Payable 2025  
**County Code:** Not Applicable  
**Board Meeting Date:** January 23, 2025  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2024 payable 2025. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternate Bond Property Tax Levy for the Year 2024 payable 2025.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chair

Submitted by: Finance Committee

2025 CO

---

**AN ORDINANCE TO ABATE THE 2017C TORT PROPERTY TAX AND  
QUARTER CENT SALES TAX ALTERNATE BOND PROPERTY TAX LEVY  
FOR THE YEAR 2024 PAYABLE 2025**

---

**WHEREAS**, on December 22, 2009 the County Board of the County of Winnebago, Illinois passed Ordinance No. 2009-CO-87 (hereinafter referred to as "Alternate Bond Ordinance") which gave the County the authority to sell Alternate Bonds for the purpose of paying expenses associated with certain tort obligations in excess of insurance coverage; and

**WHEREAS**, on March 12, 2010 the County of Winnebago, pursuant to the Alternate Bond Ordinance, sold Alternate Bonds having an aggregate face value of \$13,000,000; and

**WHEREAS**, on April 27, 2017, the County Board of the County of Winnebago, Illinois approved Ordinance No. 2017-CO-046 which authorizes and provides for the issuance and sale of up to \$10,250,000 General Obligation Alternate Refunding Bonds (Tort Fund Property Tax Alternate Revenue Sources) Series 2017C of the County of Winnebago, Illinois for the purpose of advance refunding a portion of the Outstanding Aggregate Principal Amount of General Obligation Alternate Bonds (Tort Fund Property Tax Alternate Revenue Source), Series 2010A; and

**WHEREAS**, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from the Tort Fund Property Tax; and

**WHEREAS**, Section 20 of the Alternate Bond Ordinance provides the County shall also levy an annual Property Tax in an amount sufficient to make the principal and interest payments on the outstanding Alternate Bonds as such payments become due, for each year in which any of the aforementioned Bonds are outstanding; and

**WHEREAS**, in Section 20 of the Alternate Bond Ordinance the County ordained to levy a 2024 payable 2025 Property Tax sufficient to produce the sum of \$979,500 (the amount needed to make all principal and interest payments on the outstanding Alternate Bonds through December 30, 2025); and

**WHEREAS**, Section 22 of the Alternate Bond Ordinance provides, that the County Treasurer shall deposit Pledged Revenues into the Pledged Revenues subaccount of the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Series 2017C Bonds in the following year and upon the deposit of such monies for such year, the County may abate the Alternate Bond Property Tax Levy for that year; and

**WHEREAS**, there is at least \$979,500 in the aforesaid Pledged Revenues Subaccount to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2025; and

**WHEREAS**, pursuant to the terms of the Alternate Bond Ordinance it is no longer necessary for the County to levy a 2017C Alternate Bond Property Tax for the 2024 payable 2025 tax year; and

**WHEREAS**, it is in the best interest of the people of the County of Winnebago, Illinois that the 2017C Alternate Bond Property Tax Levy be abated in the total amount of \$979,500.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that the 2017C Alternate Bond Property Tax Levy for the 2024 payable 2025 tax year in the amount of \$979,500 is hereby abated in its entirety.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this tax abatement Ordinance in the office of the Winnebago County Clerk.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

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

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



## Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 16, 2025  
**Resolution Title:** An Ordinance abating the tax hereto levied for the year 2024 payable 2025 to pay the principal of and interest on Taxable General Obligation Bonds (Alternate Revenue Source) Series 2018 of Winnebago County, Illinois  
**County Code:** Not Applicable  
**Board Meeting Date:** January 23, 2025  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

### Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2024 payable 2025. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the Taxable General Obligation Bonds (Alternate Revenue Source) Series 2018 for the Year 2024 payable 2025.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chair

Submitted by: Finance Committee

2025 CO

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**AN ORDINANCE ABATING THE TAX HERETO LEVIED FOR THE YEAR 2024  
PAYABLE 2025 TO PAY THE PRINCIPAL OF AND INTEREST ON TAXABLE GENERAL  
OBLIGATION BONDS (ALTERNATE REVENUE SOURCE)  
SERIES 2018 OF WINNEBAGO COUNTY, ILLINOIS**

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**WHEREAS**, the County Board of Winnebago County, Illinois (County), by an ordinance adopted on the 25th day of October 2018, (as amended and supplemented, the "Bond Ordinance"), did provide the (i) the issue of Taxable General Obligation Bonds (Alternate Revenue Source), Series 2018 (the "Bonds"), (ii) the pledge of taxes levied upon all taxable property in the County for IMRF purposes (the "Pledged Revenues") to the payment of principal of and interest on the Bonds and (iii) the levy of a direct annual tax sufficient to pay such principal of and interest ("Pledged Taxes") if the Pledged Revenues are insufficient to make such payment; and

**WHEREAS**, the Board has levied taxes for IMRF purposes for levy year 2024 payable 2025 (the "IMRF Levy") and filed the same with the County Clerk of the County (the "County Clerk"); and

**WHEREAS**, the County has received notice from the County Clerk that the tax rate for the IMRF Levy for levy year 2024 payable 2025 does not exceed the County's "limiting rate" for levy year 2024 payable 2025 calculated by the County Clerk in accordance with the provisions of the Property Tax Extension Limitation Law, as amended; and

**WHEREAS**, the IMRF Levy for levy year 2024 payable 2025 is not less than the amount of principal of and interest on the Bonds otherwise payable from Pledged Taxes levied for the year 2024 payable 2025; and

**WHEREAS**, it is necessary and in the best interests of the County that the Pledged Taxes levied for the year 2024 payable 2025 to pay the principal of and interest on the Bonds be abated.

**NOW THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, as follows: Section J. Abatement of Tax. The Pledged Taxes levied for the year 2024 payable 2025 in the Bond Ordinance are hereby abated in their entirety in the amount of \$2,308,953.50.

**BE IT FURTHER ORDAINED**, upon the adoption of this Ordinance, a certified copy hereof shall be filed with the County Clerk, and it shall be the duty of the County Clerk to abate the Pledged Taxes levied for the year 2024 payable 2025 in accordance with the provisions hereof.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

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

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 16, 2025  
**Resolution Title:** An Ordinance to Abate the 2020A Alternate Bond Property Tax Levy for the Year 2024 Payable 2025  
**County Code:** Not Applicable  
**Board Meeting Date:** January 23, 2025  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2024 payable 2025. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the 2020A Alternate Bond Property Tax Levy for the Year 2024 payable 2025.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.



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

Sponsored by: John Butitta, Committee Chair

Submitted by: Finance Committee

2025 CO

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**AN ORDINANCE TO ABATE THE 2020A ALTERNATE BOND  
PROPERTY TAX LEVY FOR THE YEAR 2024 PAYABLE 2025**

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**WHEREAS**, on January 23, 2020 the County Board of the County of Winnebago, Illinois adopted Ordinance No. 2020-CO-007 (the Authorizing Ordinance) authorizing the issuance of General Obligation Bonds (Matching Tax and Motor Fuel Tax Alternate Revenue Source) Series 2020A as provided in the Act, in an amount not to exceed \$4,000,000; and

**WHEREAS**, on May 14, 2020 the County Board of the County of Winnebago adopted Ordinance No. 2020-CO-039 (hereinafter referred to as "Alternate Bond Ordinance") which authorized and provided for the issuance of not to exceed \$4,000,000; and

**WHEREAS**, the Alternate Bond Ordinance gave the County the authority to sell Alternate Bonds for the purpose of constructing, maintaining and improving County highways, roads and bridges; and

**WHEREAS**, the Alternate Bond Ordinance provides the principal and interest payments on the aforementioned Alternate Bonds shall be made from Matching Tax monies and Motor Fuel taxes which have been pledged towards the payment of the Bonds; and

**WHEREAS**, the Alternate Bond Ordinance also provides that the County shall levy and Alternate Bond Property Tax each year until the Bonds are fully paid, in an amount sufficient to fully make principal and interest payments on the Alternate Bonds as such payments come are; and

**WHEREAS**, on June 3, 2020 the County of Winnebago sold Alternate Bonds having a face value of \$2,590,000; and

**WHEREAS**, the County of Winnebago issued a Direction for Abatement of Taxes to abate from the taxes levied in the Bond Ordinance that amount representing the reduction to the County resulting from the sale of the Bonds in the amount and bearing interest at the rates as hereinabove referred to, the amount of such abatement and the remainder of such taxes so levied which is to be extended for collection; and

**WHEREAS**, Section 13 of the Alternate Bond Ordinance provides that when funds are available and on deposit in the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Series 2020A Bonds in the following year and upon the deposit of said monies for said year, the County may abate the Alternate Bond Property Tax Levy for that year; and

**WHEREAS**, there is at least \$401,750 in the aforesaid Bond Fund to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2025; and

**WHEREAS**, pursuant to the terms of the Alternate Bond Ordinance it is no longer necessary for the County to levy a 2020A Alternate Bond Property Tax for the 2024 payable 2025 tax year; and

**WHEREAS**, it is in the best interest of the people of the County of Winnebago, Illinois that the 2020A Alternate Bond Property Tax Levy be abated in the total amount of \$401,750.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that the 2020A Alternate Bond Property Tax Levy for the 2024 payable 2025 tax year in the amount of \$401,750 is hereby abated in its entirety.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby authorized and directed to file a certified copy of this Tax Abatement Ordinance in the office of the Winnebago County Clerk.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
JOHN BUTITTA, CHAIRMAN

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JOHN BUTITTA, CHAIRMAN

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JAIME SALGADO, VICE CHAIR

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JAIME SALGADO, VICE CHAIR

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PAUL ARENA

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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JOHN F. SWEENEY

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

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

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 16, 2025  
**Resolution Title:** An Ordinance to abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bond Property Tax Levy for the Year 2024 Payable 2025  
**County Code:** Not Applicable  
**Board Meeting Date:** January 23, 2025  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2023 payable 2024. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bond Property Tax Levy for the Year 2024 payable 2025.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chair

Submitted by: Finance Committee

2025 CO

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**AN ORDINANCE TO ABATE THE GENERAL OBLIGATION REFUNDING BONDS  
(ALTERNATE REVENUE SOURCE), SERIES 2021A BOND  
PROPERTY TAX LEVY FOR THE YEAR 2024 PAYABLE 2025**

---

**WHEREAS**, the County of Winnebago, Illinois (County) had issued General Obligation Bonds (Alternate Revenue Source), Series 2012F (the "Prior Bonds"); and

**WHEREAS**, the Prior Bonds were issued to pay the costs of constructing water system and associated capital improvements within the I-39/Baxter Road Service Area (the "Area"); and

**WHEREAS**, the Prior Bonds were refinanced and retired on March 25, 2021; and

**WHEREAS**, \$3,485,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A, of the County of Winnebago, Illinois, for the purpose of refunding certain outstanding alternate bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment; and

**WHEREAS**, the Board has levied taxes for the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A and filed the same with the County Clerk of the County (the "County Clerk"); and

**WHEREAS**, the County has received notice from the County Clerk that the tax rate for the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bonds for levy year 2024 payable 2025 calculated by the County Clerk in accordance with the provisions of the Property Tax Extension Limitation Law, as amended; and

**WHEREAS**, the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A Bond Levy for levy year 2024 payable 2025 is not less than the amount of principal of and interest on the Bonds otherwise payable from Pledged Taxes levied for the year 2024 payable 2025; and

**WHEREAS**, it is necessary and in the best interests of the County that the Pledged Taxes levied for the year 2024 payable 2025 to pay the principal of and interest on the Bonds be abated; and

**WHEREAS**, there is at least \$400,200 in the aforesaid Bond Fund to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2025.

**NOW THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, as follows: In accordance with Section 11. Abatement of Tax. The Pledged Taxes levied for the year 2024 payable 2025 for the General Obligation Refunding Bonds (alternate revenue source), series 2021A Bond are hereby abated in their entirety in the amount of \$400,200.

**BE IT FURTHER ORDAINED**, upon the adoption of this Ordinance, a certified copy hereof shall be filed with the County Clerk, and it shall be the duty of the County Clerk to abate the Pledged Taxes levied for the year 2024 payable 2025 in accordance with the provisions hereof.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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JAIME SALGADO, VICE CHAIR

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PAUL ARENA

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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JOHN F. SWEENEY

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

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

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 16, 2025  
**Resolution Title:** An Ordinance to abate the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bond Property Tax Levy for the Year 2024 Payable 2025  
**County Code:** Not Applicable  
**Board Meeting Date:** January 23, 2025  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2024 payable 2025. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of the ordinance abating the General Obligation Refunding Bonds (Alternative Revenue Source), Series 2021B Bond Property Tax Levy for the Year 2024 payable 2025.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.



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

Sponsored by: John Butitta, Committee Chair

Submitted by: Finance Committee

2025 CO

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**AN ORDINANCE TO ABATE THE GENERAL OBLIGATION REFUNDING BONDS  
(ALTERNATE REVENUE SOURCE), SERIES 2021B BOND  
PROPERTY TAX LEVY FOR THE YEAR 2024 PAYABLE 2025**

---

**WHEREAS**, the County of Winnebago, Illinois (County) had issued General Obligation Bonds (Alternate Revenue Source), Series 2012G (the "Prior Bonds"); and

**WHEREAS**, the Prior Bonds were issued to pay the costs of constructing improvements along Baxter Road and acquisition of a waterworks system from the Village of Cherry Valley (the "water system"); and

**WHEREAS**, the Prior Bonds were refinanced and retired on March 25, 2021; and

**WHEREAS**, \$1,365,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B, of the County of Winnebago, Illinois, for the purpose of refunding certain outstanding alternate bonds of said County, the pledge of certain revenues to the payment of principal and interest on said bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment; and

**WHEREAS**, the Board has levied taxes for the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B and filed the same with the County Clerk of the County (the "County Clerk"); and

**WHEREAS**, the County has received notice from the County Clerk that the tax rate for the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bonds for levy year 2024 payable 2025 calculated by the County Clerk in accordance with the provisions of the Property Tax Extension Limitation Law, as amended; and

**WHEREAS**, the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021B Bond Levy for levy year 2024 payable 2025 is not less than the amount of principal of and interest on the Bonds otherwise payable from Pledged Taxes levied for the year 2024 payable 2025; and

**WHEREAS**, it is necessary and in the best interests of the County that the Pledged Taxes levied for the year 2024 payable 2025 to pay the principal of and interest on the Bonds be abated; and

**WHEREAS**, there is at least \$157,550 in the aforesaid Bond Fund to fully make all principal and interest payments on the aforementioned outstanding Alternate Bond Fund through December 30, 2025.

**NOW THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, as follows: In accordance with Section 11. Abatement of Tax. The Pledged Taxes levied for the year 2024 payable 2025 for the General Obligation Refunding Bonds (alternate revenue source), series 2021B Bond are hereby abated in their entirety in the amount of \$157,550.

**BE IT FURTHER ORDAINED**, upon the adoption of this Ordinance, a certified copy hereof shall be filed with the County Clerk, and it shall be the duty of the County Clerk to abate the Pledged Taxes levied for the year 2024 payable 2025 in accordance with the provisions hereof.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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JAIME SALGADO, VICE CHAIR

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JAIME SALGADO, VICE CHAIR

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PAUL ARENA

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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JOHN F. SWEENEY

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CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

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

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 16, 2025  
**Resolution Title:** An Ordinance to Abate the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2022 Bonds Property Tax Levy for the Year 2024 Payable 2025  
**County Code:** Not Applicable  
**Board Meeting Date:** January 23, 2025  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

**Background Information:** The County has issued a number of alternate bonds which have tax levies filed with the County Clerk. The abatement ordinances abate the tax levies filed for the alternate bonds for tax year 2024 payable 2025. The abatements must pass on or before tax extensions are done by the County Clerk. The dollar amount changes every year.

**Recommendation:** Approval of an ordinance to abate the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2022 Bonds Property Tax Levy for the Year 2024 Payable 2025.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.

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

Sponsored by: John Butitta, Committee Chair

Submitted by: Finance Committee

2025 CO

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**AN ORDINANCE TO ABATE THE GENERAL OBLIGATION ALTERNATE REFUNDING BONDS (PUBLIC SAFETY SALES TAX ALTERNATE REVENUE SOURCE), SERIES 2022 BONDS PROPERTY TAX LEVY FOR THE YEAR 2024 PAYABLE 2025**

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**WHEREAS**, the County of Winnebago, Illinois (County) had issued and had outstanding General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2013A (the "2013A Bonds"); and, these Prior Bonds were refinanced and retired on August 11, 2022 reference Ordinance No. 2022-CO-057 and \$12,500,000 General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2022 Bonds (the "2022 Bonds") were issued; and

**WHEREAS**, the revenue source that is pledged to the payment of the principal of and interest on the 2022 Bonds are revenues received by the County from the special county retailers' occupation tax and service occupation tax for public safety purposes (the "Pledged Revenues"); and

**WHEREAS**, the County Board of the County of Winnebago, Illinois has levied taxes for the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2022 Bonds and filed the same with the County Clerk of the County (the "County Clerk"); and

**WHEREAS**, the County has received notice from the County Clerk that the tax rate for the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2022 Bonds for levy year 2024 payable 2025 calculated by the County Clerk in accordance with the provisions of the Property Tax Extension Limitation Law, as amended; and

**WHEREAS**, the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2022 Levy for levy year 2024 payable 2025 is not less than the amount of principal of and interest on the Bonds otherwise payable from Pledged Taxes levied for the year 2024 payable 2025; and

**WHEREAS**, in accordance with Section 11. Abatement of Pledged Tax. Whenever the pledged revenues or other lawfully funds are available and on deposit in the Bond Fund in an amount necessary to pay any principal of or interest coming due on the Series 2022 Bonds in the

following year and upon the deposit of said monies for said year, the County may abate the Alternate Bond Property Tax Levy for that year, with proper notification of such abatement filed with the County Clerk; and

**WHEREAS**, there is at least \$3,401,250 in the aforesaid Bond Account to fully make all principal and interest payments on the aforementioned outstanding General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2022 Bonds through December 30, 2025; and

**WHEREAS**, it is necessary and in the best interests of the County that the Pledged Taxes levied for the year 2024 payable 2025 to pay the principal of and interest on the Bonds be abated.

**NOW THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, as follows: In accordance with Section 11. Abatement of Pledged Tax. The Pledged Taxes levied for the year 2024 payable 2025 for the General Obligation Alternate Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source) Series 2022 Bonds are hereby abated in their entirety in the amount of \$3,401,250.

**BE IT FURTHER ORDAINED**, upon the adoption of this Ordinance, a certified copy hereof shall be filed with the County Clerk, and it shall be the duty of the County Clerk to abate the Pledged Taxes levied for the year 2024 payable 2025 in accordance with the provisions hereof.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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JOHN BUTITTA, CHAIR

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JAIME SALGADO, VICE CHAIR

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JAIME SALGADO, VICE CHAIR

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PAUL ARENA

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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JOHN F. SWEENEY

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

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

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



# Ordinance Executive Summary

**Prepared By:** Steve Schultz - Chief Financial Officer  
**Committee:** Finance Committee  
**Committee Date:** January 16, 2025  
**Resolution Title:** An Ordinance Abating Special Tax Roll for 2024 Levy Year for Properties within the Special Service Area for the I-39/Baxter Road County Water District Project  
**County Code:** Not Applicable  
**Board Meeting Date:** January 23, 2025  
**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> Not Applicable
<b>If not, explain funding source:</b> Not Applicable	
<b>ORG/OBJ/Project Code:</b> Not Applicable	<b>Budget Impact:</b> None

## Background Information:

The I-39/Baxter Road Water District included a Special Service Area as part of the project. The County Board approved a Special Tax Roll assessing a special tax against each property within the Special Service Area (SSA) for the administration and maintenance of the SSA and for the payment of principal and interest on the County's General Obligation Bonds. The Special Tax Roll for the SSA for levy year 2024 totaled \$400,200. There are sufficient funds in the Special Tax Allocation Fund from the URL tax increment to make the payments on the bonds for June 30, 2025 and December 30, 2025. Based on sufficient funds being on hand the County Board can abate the Special Tax Roll for levy year 2024 payable 2025. The dollar amount changes each year.

**Recommendation:** Approval of the Ordinance Abating the Special Tax Roll for 2024 Levy Year for Properties within the Special Service Area for the I-39/Baxter Road County Water District Project Payable 2025.

**Contract/ Agreement:** Not Applicable

**Legal Review:** Yes, conducted by the State's Attorney's Office.



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

Sponsored by: John Butitta, Committee Chair

Submitted by: Finance Committee

2025 CO

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**AN ORDINANCE ABATING SPECIAL TAX ROLL FOR 2024 LEVY  
YEAR FOR PROPERTIES WITHIN THE SPECIAL SERVICE AREA FOR  
THE I-39/BAXTER ROAD COUNTY WATER DISTRICT PROJECT**

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**WHEREAS**, on August 9, 2012, the County Board of the County of Winnebago, Illinois, by Ordinance Number 2012-CO-056, approved establishing a Special Service Area ("SSA") for the I-39/Baxter Road County Water District Project; and

**WHEREAS**, on October 25, 2012, the County Board of the County of Winnebago, Illinois, by Ordinance Number 2012-CO-072, approved an amendment to said establishing Ordinance, which enacted a Special Tax Roll assessing a special tax against each property lying within the SSA for the administration and maintenance of the SSA and for the payment of principal and interest on the County's General Obligation Bonds (Alternate Revenue Source), Series 2012F, issued pursuant to the establishing Ordinance for the purpose of financing a part of the cost of construction and formation of said County Water District Project; and

**WHEREAS**, on March 25, 2021, the County Board of the County of Winnebago, Illinois, by Ordinance Number 2021-CO-033, providing for (1) the issue of approximately \$3,725,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021A, for the purpose of refunding the County's Series 2012F Bonds, (2) the pledge of certain revenues to the payment of principal and interest on the bonds and the levy of a direct annual tax sufficient to pay such principal and interest if the pledged revenues are insufficient to make such payment and (3) the sale of the bonds to the purchaser thereof; and

**WHEREAS**, pursuant to an Intergovernmental Cooperation Agreement ("Agreement") between the County of Winnebago, Village of Cherry Valley and the Village of New Milford, dated June 6, 2012, the parties 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 investments and development defined in the Industrial Jobs Recovery Law ("URL"); and

**WHEREAS**, pursuant to the Agreement, the Special Tax Allocation Fund ("STAF" as defined in the URL), created with the tax increment financing will be placed under the control of Winnebago County to be administered for the length of the project; and

**WHEREAS**, funds deposited in the STAF generated from the URL District shall be used to pay for the payments on the SSA Bonds as first priority; and

**WHEREAS**, the Special Tax Roll for the SSA for levy year 2024 totaled \$400,200; and

**WHEREAS**, there is sufficient funds from the URL increment in the STAF fund as of December 22, 2024, to make the payments on the bonds for June 30, 2025 and December 30, 2025.

**NOW, THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois that the County Board hereby abate the Special Tax Roll for levy year 2024 payable 2025 in the following amounts:

Parcel Number	Amount
16-28-300-021	10,928.22
16-28-300-027	53,483.31
16-28-300-028	9,481.00
16-28-300-029	8,880.94
16-28-400-019	27,108.75
16-28-400-022	11,563.58
16-28-400-023	56,829.54
16-28-400-024	30,017.29
16-33-100-009	81,834.54
16-33-200-009	110,072.83
Total	\$ 400,200.00

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect forthwith immediately upon its adoption.

**BE IT FURTHER ORDAINED** that the Clerk of the County Board shall deliver certified copies of this Ordinance to the Winnebago County Clerk, the Chief Financial Officer and the Winnebago County Director of Finance.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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JAIME SALGADO, VICE CHAIR

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JAIME SALGADO, VICE CHAIR

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PAUL ARENA

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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JOHN F. SWEENEY

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JOHN F. SWEENEY

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

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

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ATTESTED BY:

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

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

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

2025 CO \_\_\_\_\_

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: PAUL ARENA

**ORDINANCE AMENDING THE WINNEBAGO COUNTY CODE TO PROVIDE  
FOR AN AMENDMENT TO EVICTION FEES AND PROCESS  
BY THE SHERIFF'S OFFICE**

**WHEREAS**, the fees charged for the services provided by the various County Officers are established by state law and county ordinance; and

**WHEREAS**, certain fees and specifically evictions fees established by state law for the Sheriff, 55 ILCS 5/4-5001 may be increased by county ordinance if a cost study determines that the fees allowed by state law are not sufficient to cover the costs of providing the service; and

**WHEREAS**, the County Board of the County of Winnebago, Illinois engaged MGT of America Consulting, LLC to conduct a cost study to determine the actual cost of providing the services of which fees are established pursuant to 55 ILCS 5/4-5001; and

**WHEREAS**, the execution of court orders to restore possession of property to the landlord/owner is delayed weeks after the court ordered date of possession; and

**WHEREAS**, contributing to this delay, landlords whose tenants vacate prior to ejection by the Sheriff routinely fail to cancel the scheduled eviction, or are a no call/no show, but the staff time and resources have already been expended by the Sheriff's Office and this further prevents other evictions from being scheduled for those allotted date/time slots; and

**WHEREAS**, the Finance Committee, after having reviewed the issues related to evictions, recommends that landlords shall, at the time of scheduling the services of the Sheriff, pay a fee of \$100 per hour for either one (1), two (2), or four (4) hours of service time. If the landlord determines after scheduling that the services of the Sheriff are no longer needed, the landlord may cancel the service call three (3) days before the scheduled date and receive a full refund; however, should the landlord fail to cancel the scheduled eviction or is a no call/no show, he or she will forfeit the total payment and be required to pay the fees again prior to rescheduling.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that the eviction fees and process of the Winnebago County Sheriff's Office be amended as follows:

(i) Landlords shall pay a fee of \$100 per hour for either one (1), two (2), or four (4) hours of service time upon scheduling an eviction with the Winnebago County Sheriff's Office and submit the appropriate paperwork; and

(ii) If the landlord determines after scheduling that the services of the Sheriff are no longer needed, the landlord may cancel the service call three (3) days before the scheduled date and receive a full refund; and

(iii) However, should the landlord cancel the scheduled eviction or is a no call/no show, he or she will forfeit the total payment and be required to pay the fees again prior to rescheduling with the Sheriff's Office.

**BE IT FURTHER ORDAINED**, that this Ordinance shall be in full force and effect immediately upon signing.

**BE IT FURTHER ORDAINED**, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Ordinance to the County Sheriff, County Administrator and the County Auditor.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
CHRISTINA VALDEZ

\_\_\_\_\_  
CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

**OPERATIONS &  
ADMINISTRATIVE  
COMMITTEE**



# Resolution Executive Summary

## For CIP Projects

**Prepared By:** Purchasing Department on behalf of Facilities  
**Committee Name:** Operations & Administrative Committee  
**Committee Date:** January 16, 2025  
**Board Date:** January 23, 2025  
**Resolution Title:** Resolution Awarding Air Duct Cleaning For County Administration Building Using CIP 2024 Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted?</b> \$75,000
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If ARPA or CIP funded, original Board approved amount?</b> \$75,000	
<b>Over or Under approved amount?</b> UNDER	<b>By:</b> \$40,200
<b>Reason for CIP increase?</b> N/A	
<b>ORG/OBJ/Project Codes:</b> 82200-46320	<b>Descriptor:</b> CIP 2024 Funds
<b>Budget Impact?</b> \$34,800	

**Background Information:** The Winnebago County Administration Building is in need of air duct cleaning throughout the entire building. This project was submitted for CIP 2024. In November of 2024, the Purchasing Department issued IFB 24B-2378.

Six bids were received (See Resolution Exhibit A), with the lowest being submitted from Duct-Kleen, Inc. The Purchasing Department and Facilities conducted a conference call with the vendor to ensure they understood the scope of the project. We recommend proceeding with Duct-Kleen, Inc. and issuing a Purchase Order in the amount of \$34,800.

**Recommended By:** Shawn Franks, Facilities Director

**Follow-Up Steps:** Purchasing will prepare the Purchase Order to Duct-Kleen, Inc.



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

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

2025 CR

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**RESOLUTION AWARDING AIR DUCT CLEANING FOR COUNTY ADMINISTRATION BUILDING**  
**USING CIP 2024 FUNDS**

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**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$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**, The Winnebago County Administration Building is in need of air duct cleaning throughout the entire building (See Resolution Exhibit B, Floor Plans); and,

**WHEREAS**, the Purchasing Department went out for Bid 24B-2378 Air Duct Cleaning-Admin Building in November and six bid submissions were received; and,

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

**DUCT-KLEEN, INC.**  
**1901 NORTH BROADWAY STREET**  
**CREST HILL, ILLINOIS 60403**

**(See Bid Tab, Resolution Exhibit A)**

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois that the Director of Purchasing is authorized to issue a Purchase Order in the amount of \$34,800 on behalf of the County of Winnebago, with DUCT-KLEEN, INC., 1901 NORTH BROADWAY STREET, CREST HILL, ILLINOIS 60403.

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
VALERIE HANSERD

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

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

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

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

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

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

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

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

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

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

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

Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2025.

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

**BID TAB****24B-2378 AIR DUCT CLEANING- ADMIN BUILDING****BID OPENING- DECEMBER 20, 2024 - 11:00 A.M.**

<b>VENDOR</b>	<b>Duct-Kleen Inc. Crest Hill, IL</b>	<b>Duraclean Specialists, Inc. Belvidere, IL</b>	<b>Triton Testing and Design Freeport, IL</b>	<b>Hughes Environmental, Inc. Louisville, KY</b>	<b>Stanley Steemer Machesney Park, IL</b>	<b>Kleen Air Service Corporation Chicago, IL</b>
<b>AIR DUCT CLEANING TOTAL COST</b>	<b>\$34,800.00</b>	\$157,625.00	\$48,120.00	\$69,995.00	\$156,000.00	\$84,950.00

24 Hour Service  
866-ALPHA-01

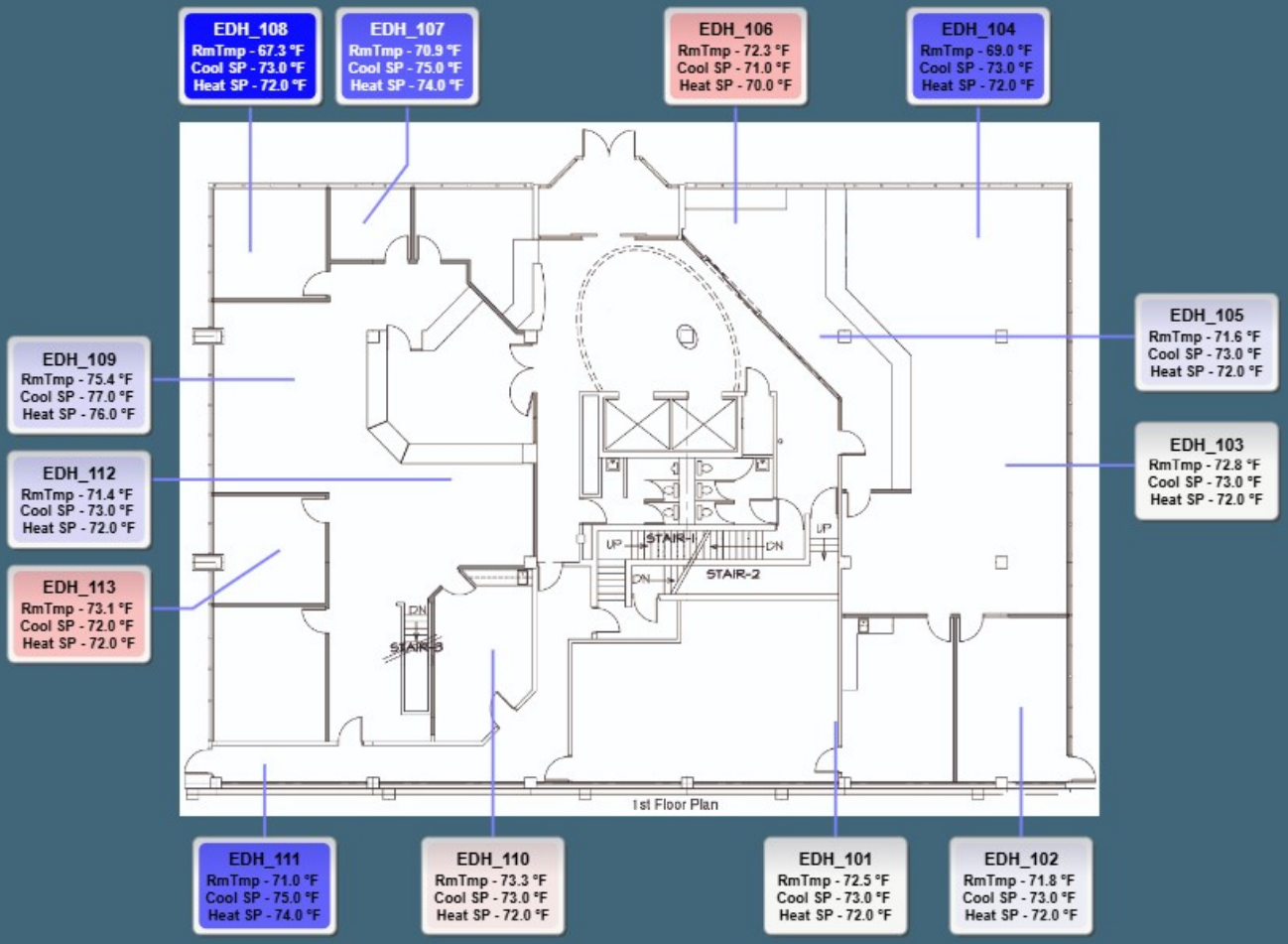
# Administration Building

System Time: December 5, 2024 9:37:34 AM



- Alarms
- Schedules
- Floorplans
- RTUs
- Reheats

- Back
- First Floor Floorplan
- Forward



# Administration Building

System Time: December 9, 2024 9:29:56 AM



Alarms

Schedules

Floorplans

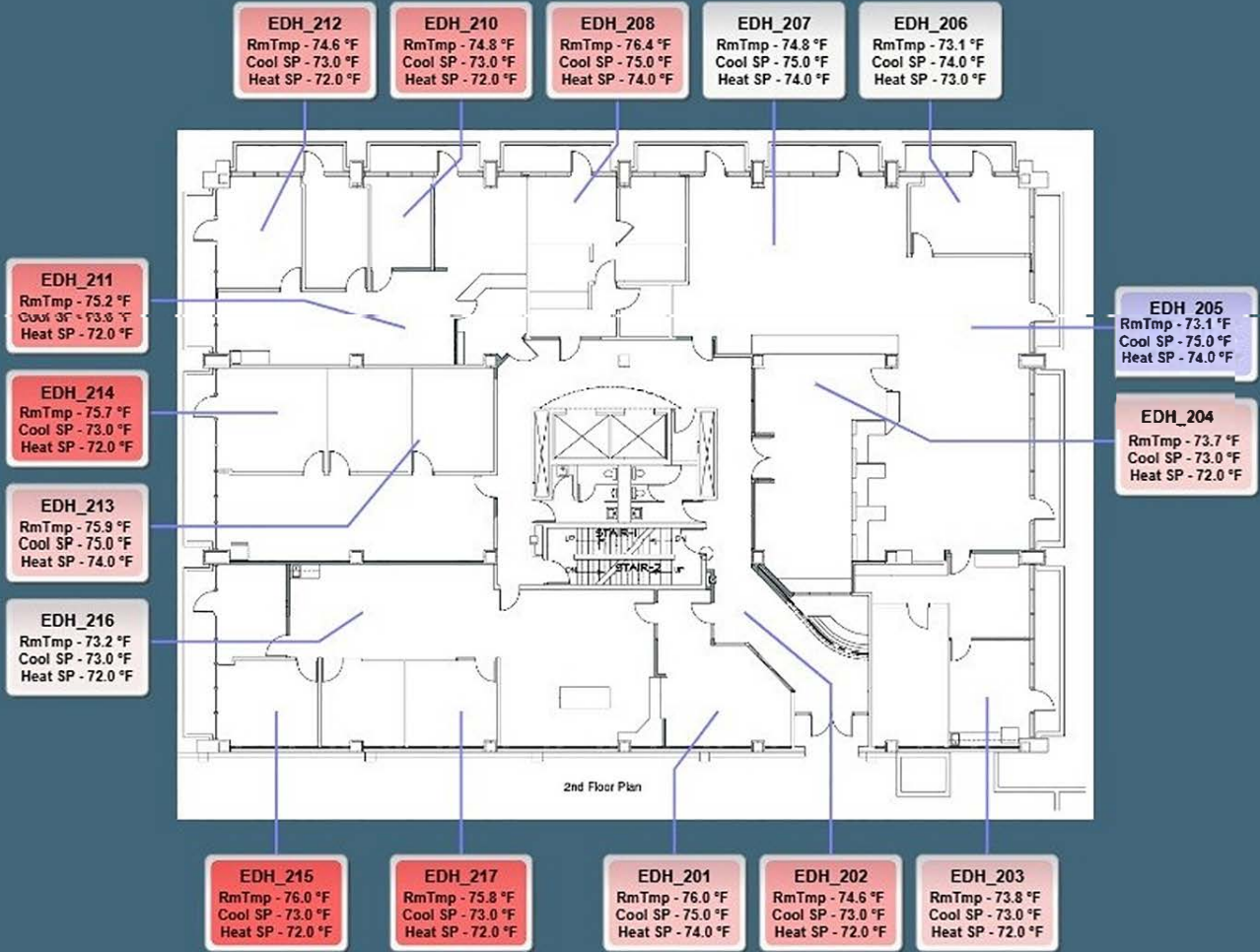
RTUs

Reheats

Back

Second Floor Floorplan

Forward

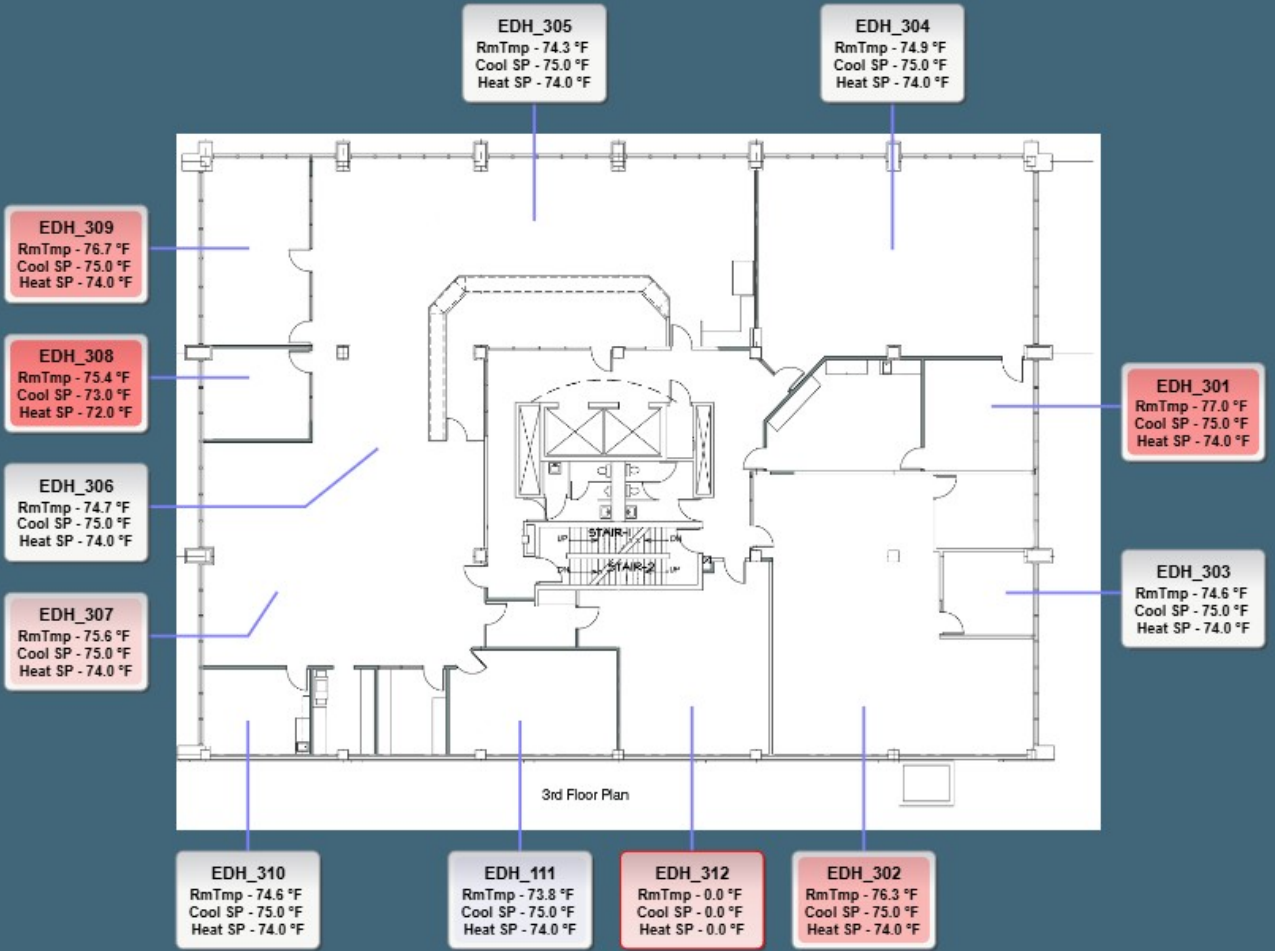


# Administration Building

System Time: December 9, 2024 9:31:27 AM

- Alarms
- Schedules
- Floorplans
- RTUs
- Reheats

- Back
- Third Floor Floorplan
- Forward



# Administration Building

System Time: December 9, 2024 9:32:39 AM

Outside Air Temp: 52.7

Outside Air RH: 48 %RH

Outside Air Enth: 17.0

Alarms

Schedules

Floorplans

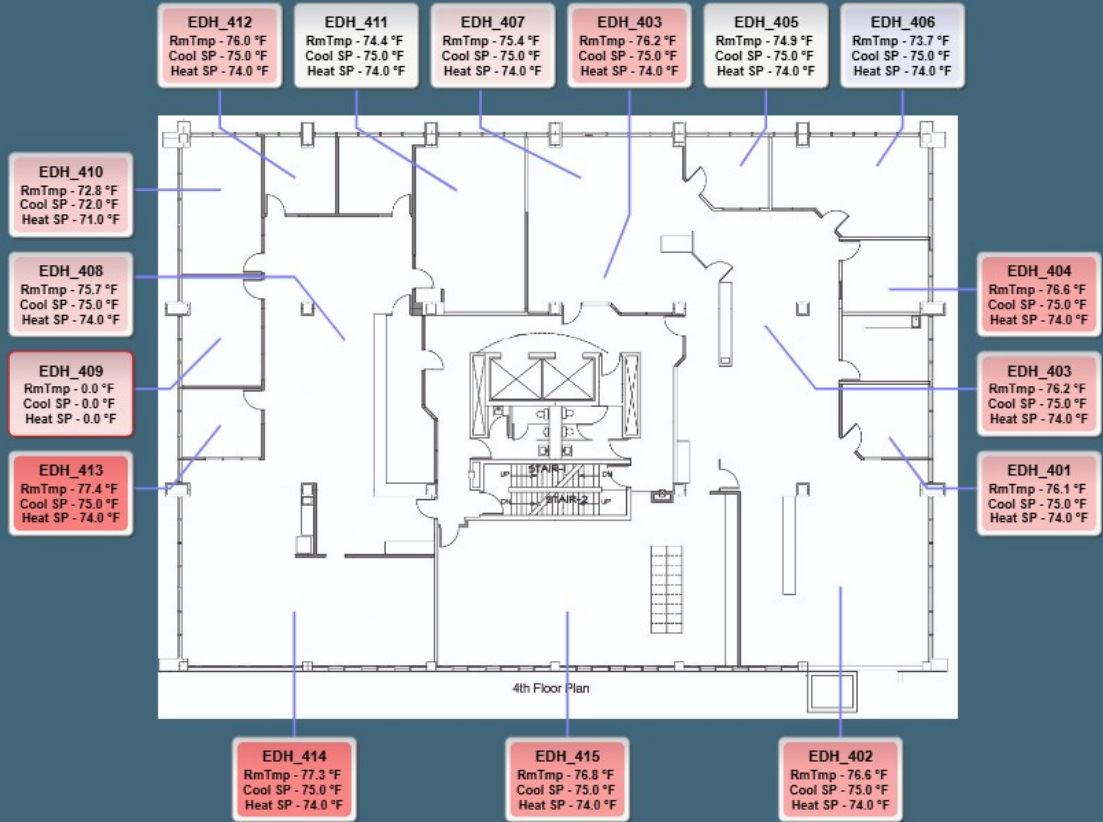
RTUs

Reheats

Back

Fourth Floor Floorplan

Forward



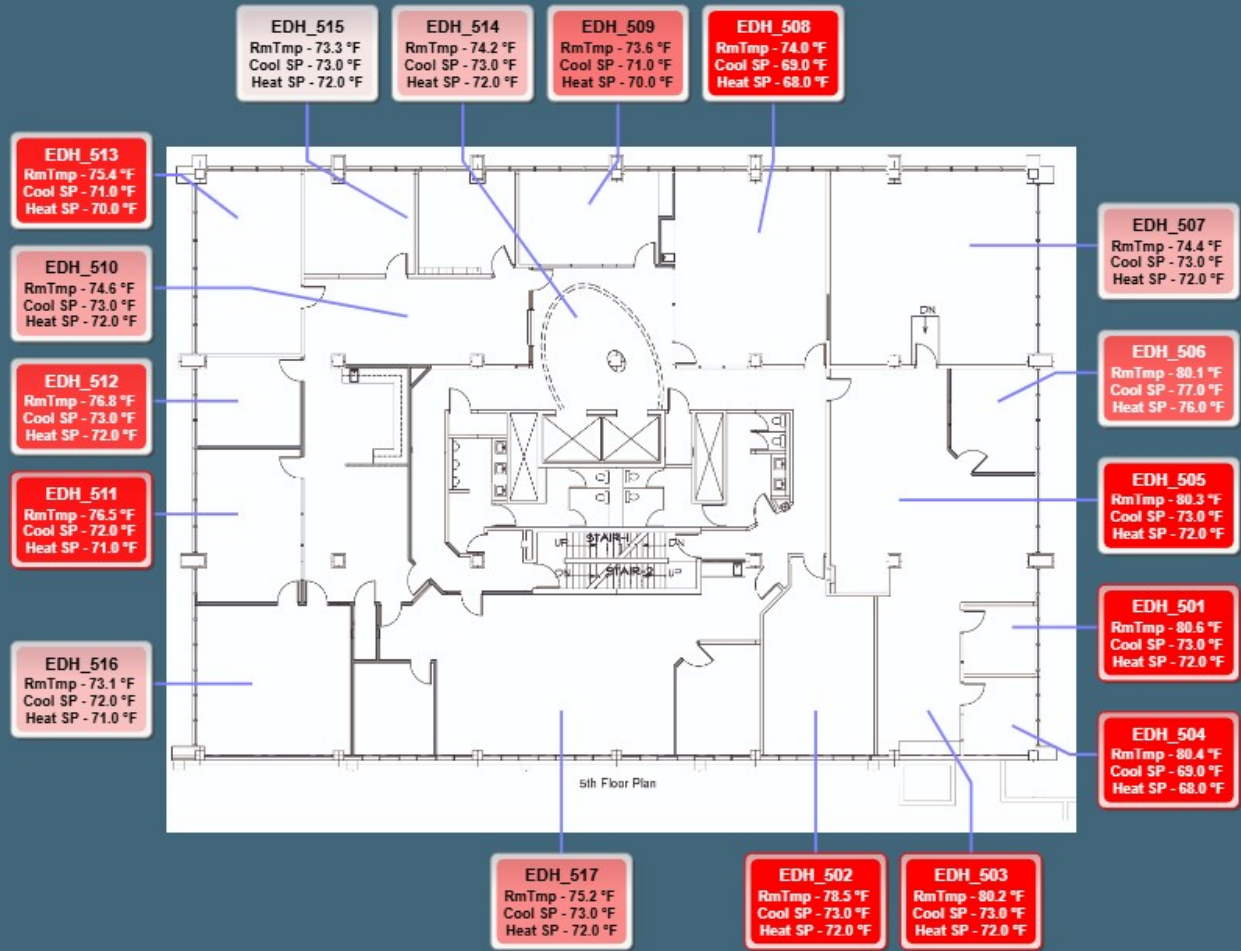


# Administration Building

System Time: December 9, 2024 9:33:45 AM

- alarms
- Schedules
- Floorplans
- RTUs
- Reheats

- Back
- Fifth Floor Floorplan
- Forward







# Resolution Executive Summary

## For CIP Projects

**Prepared By:** Purchasing Department for Sheriff's Office  
**Committee Name:** Operations and Administrative Committee  
**Committee Date:** January 16, 2025  
**Board Date:** January 23, 2025  
**Resolution Title:** Resolution Awarding Purchase of Two Detective Squad Vehicles for Sheriff's Office Using CIP-PSST 2025 Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted? \$120,000</b>
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If ARPA or CIP funded, original Board approved amount?</b>	<b>\$120,000</b>
<b>Over or Under approved amount? UNDER</b>	<b>By: \$8,696</b>
<b>Reason for CIP increase? N/A</b>	
<b>ORG/OBJ/Project Codes: 82200-46410-C2507</b>	
<b>Descriptor: CIP-PSST 2025 Automobile</b>	
<b>Budget Impact? \$111,304</b>	

**Background Information:** The Winnebago County Sheriff's Office (WCSO) requested the purchase of two (2) Detective Squad Vehicle using CIP-PSST 2025 funds. The vehicles for purchase are two (2) 2025 Ford Explorers.

The Purchasing Department and the Sheriff's Office reached out for quotes and availability. Rock River Ford presented the best offer for both vehicles (See Resolution Exhibit A).

Bandt Communications will provide the specialized fabricating in the amount of \$6,273 for each vehicle (See Resolution Exhibit B).

**Recommended By:** Sheriff Gary Caruana and Deputy Chief Kyle Boomer

**Follow-Up Steps:** Purchasing Department will prepare and submit Purchase Orders to Rock River Ford in the amount of \$98,758 and Bandt Communications in the amount of \$12,546.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

**2025 CR**

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**RESOLUTION AWARDING PURCHASE OF TWO DETECTIVE SQUAD VEHICLES  
FOR SHERIFF'S OFFICE USING CIP PSST 2025 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 \$30,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and

**WHEREAS**, the Winnebago County Sheriff's Office requested the purchase of Two Detective Squads, Ford Explorers, using CIP-PSST 2025 funds; and

**WHEREAS**, the Purchasing Department and the Sheriff's Office obtained quotes for price and delivery, resulting in the lowest price and best lead time from Rock River Ford; and

**WHEREAS**, Rock River Ford has an equivalent 2025 model on the lot priced lower than the government pricing discount; and

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes for the two Detective Squad Vehicles and Vehicle Fabricating, (Resolution Exhibit A and B) and recommends awarding the purchases to Rock River Ford and Bandt Communications, respectively.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue Purchase Orders, on behalf of the County of Winnebago, Illinois to Anderson Dealerships, Inc., DBA Rock River Ford, 224 North Alpine Road, Rockford, Illinois in the amount of \$98,758 and Bandt Communications, 1621 Gale Drive, Beloit, Wisconsin, in the amount of \$12,546.

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
VALERIE HANSERD

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

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PAUL ARENA

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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 \_\_\_\_\_ 2025.

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

<b>QUOTE TAB</b> <b>25NB-2379 VEHICLE #1</b> <b>WCSD DETECTIVE VEHICLE USING CIP PSST 2025 FUNDS</b>			
	Anderson's Rock River Ford Rockford, IL	Freeport Ford, LLC Freeport, IL	Hemblock Ford Belvidere, IL
2025 Ford Explorer	<b>49,989</b>	\$ 60,460	\$ 60,760
Outfitting	<b>6,273</b>	\$ 6,272.89	\$ 6,272.89
Total	<b>56,262</b>	\$66,732.89	\$67,032.89

<b>QUOTE TAB</b> <b>25NB-2379 VEHICLE #2</b> <b>WCSD DETECTIVE VEHICLE USING CIP PSST 2025 FUNDS</b>			
	Anderson's Rock River Ford Rockford, IL	Freeport Ford, LLC Freeport, IL	Hemblock Ford Belvidere, IL
2025 Ford Explorer	<b>48,769</b>	\$ 61,790	\$ 61,590
Outfitting	<b>6,273</b>	\$ 6,272.89	\$ 6,272.89
Total	<b>55,042</b>	\$ 68,062.89	\$ 67,862.89

# ROCK RIVER BLOCK

 **ROCK RIVER BLOCK**  A Division of the Anderson Automotive Group

Date: 12/4/2024

Salesperson: \_\_\_\_\_

Manager: Mitch Edler

## FOR INTERNAL USE ONLY

CUSTOMER WINNEBAGO COUNTY SHERIFF Home Phone : \_\_\_\_\_

Address : \_\_\_\_\_ Work Phone : \_\_\_\_\_

E-Mail : \_\_\_\_\_ Cell Phone : \_\_\_\_\_

### VEHICLE

Stock # : FT17143 New / Used : **New** VIN : 1FMUK8DH6SGA17143 Mileage: 107

Vehicle : 2025 Ford Explorer Color : STAR WHITE MET

Type : Active 4dr 4x4 K8D

Market Value	Selling Price	48,780.00
Total Savings		2,500.00
Adjusted Price		46,280.00
BLACK OUT PACKAGE		2,500.00
Total Purchase		48,780.00
Taxable Fees (Estimated)		535.00
Doc Fee		358.03
Non Tax Fees		316.00
Balance		49,989.03

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

# ROCK RIVER BLOCK

Ford MITSUBISHI KIA TOP OF THE BLOCK USED CAR CENTER A Division of the Anderson Automotive Group

Date: 12/4/2024

Salesperson: \_\_\_\_\_

Manager: Mitch Edler

## FOR INTERNAL USE ONLY

CUSTOMER WINNEBAGO COUNTY SHERIFF Home Phone : \_\_\_\_\_

Address : \_\_\_\_\_ Work Phone : \_\_\_\_\_

E-Mail : \_\_\_\_\_ Cell Phone : \_\_\_\_\_

### VEHICLE

Stock # : FT89291 New / Used : **New** VIN : 1FMUK8DH7SGA89291 Mileage: 3

Vehicle : 2025 Ford Explorer Color : ICONIC SILVER M

Type : Active 4dr 4x4 K8D

Market Value Selling Price	_____	50,060.00
Total Savings	_____	2,500.00
Adjusted Price	_____	47,560.00
Taxable Fees (Estimated)	_____	535.00
Doc Fee	_____	358.03
Non Tax Fees	_____	316.00
Balance	_____	48,769.03

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.





Bandt Communications,  
Inc.  
1621 Gale Dr.  
Beloit, WI 53511

Resolution Exhibit B  
sales@bandtcom.com  
www.bandtcom.com  
Fax: 608-757-1783

**QUOTE No. 211758**

Order No.  
Valid for 30 days

Winnebago County Sheriff's Office

650 West State Street  
Rockford, IL,61102

**Site:** 650 West State Street  
Rockford

**Site Contact:** Shawn Hughes

**Salesperson:** Bob Penniman

**Date:** 12/04/2024

Install lights siren radio in Detective car into Non-Police package Explorer

Item	Quantity	Unit Price	Total
Fusion 40?/ 180?: Blue	1.00	\$59.00	\$59.00
Fusion 40?/ 180?: Red	1.00	\$59.00	\$59.00
QUAD QSM Surface Mount	2.00	\$117.81	\$235.62
T3: Blue	1.00	\$34.99	\$34.99
T3: Red	1.00	\$34.99	\$34.99
FUSION-S 2X DASH	1.00	\$149.00	\$149.00
Triton 100W Speaker	1.00	\$119.00	\$119.00
3/4" Hole NMO Style Brass Mount with 17' RG58A/U stranded center , No Connector	1.00	\$28.00	\$28.00
Titanium Grey 740-870Mhz Antenna	1.00	\$12.50	\$12.50
Feniex Fusion Quad L Bracket	4.00	\$4.20	\$16.80
RF INDUSTRIES N male connector for RG58/U, RG58A/U, RG141, RG58 Ultralink. cable.	1.00	\$12.50	\$12.50
Flasher	1.00	\$53.40	\$53.40
Typhoon Handheld 100W Siren	1.00	\$300.00	\$300.00
Cannon? 120?: Blue	1.00	\$65.55	\$65.55
Cannon? 120?: Red	1.00	\$65.55	\$65.55
Cannon Bezel with mounting hardware	2.00	\$9.00	\$18.00
Solenoid L-Series - 150A 12/24V	1.00	\$181.99	\$181.99
Blue Sea 285 Series Circuit Breaker	1.00	\$55.00	\$55.00
Headliner Speaker	1.00	\$92.00	\$92.00
Misc. Installation Supplies	1.00	\$100.00	\$100.00



License No.

Bandt Communications,  
 Inc.  
 1621 Gale Dr.  
 Beloit, WI 53511

sales@bandtcom.com  
 www.bandtcom.com  
 Fax: 608-757-1783

**QUOTE No. 211758**

Order No.  
 Valid for 30 days

Lund Industries LOFT-GV Gun Vault Compartment, secured weapon storage, designed for AR-15/M-4 Rifles, fits 2020-2024 Ford Interceptor Utility	1.00	\$865.00	\$865.00
LOFT Non-Partition Mounting Kit for installing any LOFT into a 2020+ Ford Police Interceptor Utility without a rear cargo partition	1.00	\$215.00	\$215.00
Standard Labor	28.00 hrs	\$125.00	\$3500.00
<b>Sub-Total ex Tax</b>			\$6272.89
<b>Tax</b>			\$0.00
<b>Total inc Tax</b>			\$6272.89

Please contact us if you have any queries regarding this quote.

*Bob Penniman*





# Resolution Executive Summary

## For CIP Projects

**Prepared By:** Purchasing Department for Sheriff's Office  
**Committee Name:** Operations and Administrative Committee  
**Committee Date:** January 16, 2025  
**Board Date:** January 23, 2025  
**Resolution Title:** Resolution Awarding Purchase of Two Civil Process Division Squad Vehicles for Sheriff's Office Using CIP-PSST 2025 Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted? \$130,000</b>
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If CIP funded, original Board approved amount?</b>	<b>\$130,000</b>
<b>Over or Under approved amount? UNDER</b>	<b>By: \$18,091</b>
<b>Reason for CIP increase? N/A</b>	
<b>ORG/OBJ/Project Codes: 82200-46410-C2508</b> <b>Descriptor: CIP-PSST 2025 Automobile</b> <b>Budget Impact? \$ 111,909</b>	

**Background Information:** The Winnebago County Sheriff's Office (WCSO) requested the purchase of two (2) Civil Process Division Squad Vehicles using CIP-PSST 2025 funds. The vehicles for purchase are two (2) 2025 Ford Explorers.

The Purchasing Department and the Sheriff's Office reached out for quotes and availability. Rock River Ford presented the best offer for both vehicles (See Resolution Exhibit A).

Bandt Communications will provide the specialized fabricating of this vehicle in the amount of \$6,273 for each vehicle (See Resolution Exhibit B).

**Recommended By:** Sheriff Gary Caruana and Deputy Chief Ryan Heavin

**Follow-Up Steps:** Purchasing Department will prepare and submit Purchase Orders to Rock River Ford in the amount of \$99,363 and Bandt Communications in the amount of \$12,546.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

**2025 CR**

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**RESOLUTION AWARDING PURCHASE OF TWO CIVIL PROCESS DIVISION SQUAD VEHICLES  
FOR SHERIFF'S OFFICE USING CIP-PSST 2025 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**, the Winnebago County Sheriff's Office requested the purchase of Two Civil Process Squads, Ford Explorers, using CIP-PSST 2025 funds; and

**WHEREAS**, the Purchasing Department and the Sheriff's Office obtained quotes for price and delivery, resulting in the lowest price and best lead time from Rock River Ford; and

**WHEREAS**, Rock River Ford has an equivalent 2025 model on the lot priced lower than the government pricing discount; and

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes for the two Civil Process Squad Vehicles and Vehicle Fabricating, (Resolution Exhibit A and B) and recommends awarding the purchases to Rock River Ford and Bandt Communications, respectively.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue Purchase Orders, on behalf of the County of Winnebago, Illinois to Anderson Dealerships, Inc., DBA Rock River Ford, 224 North Alpine Road, Rockford, Illinois in the amount of \$99,363 and Bandt Communications, 1621 Gale Drive, Beloit, Wisconsin, in the amount of \$12,546.

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
VALERIE HANSERD

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

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

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JOHN BUTITTA

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JOHN BUTITTA

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JOE HOFFMAN

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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 \_\_\_\_\_ 2025.

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

**QUOTE TAB****25NB-2381 VEHICLE #1****WCSO CIVIL PROCESS DIVISION USING CIP PSST 2025 FUNDS**

	<b>Anderson's Rock River Ford Rockford, IL</b>	<b>Freeport Ford, LLC Freeport, IL</b>	<b>Brad Manning Ford Dekalb, IL</b>
2025 Ford Explorer	\$ <b>52,449</b>	\$ 58,285	\$ 60,895
Outfitting	\$ <b>6,273</b>	\$ 6,273	\$ 6,273
Total	\$ <b>58,722</b>	\$ 64,558	\$ 67,168

**QUOTE TAB****25NB-2381 VEHICLE #2****WCSO CIVIL PROCESS DIVISION USING CIP PSST 2025 FUNDS**

	<b>Anderson's Rock River Ford Rockford, IL</b>	<b>Freeport Ford, LLC Freeport, IL</b>	<b>Brad Manning Ford Dekalb, IL</b>
2025 Ford Explorer	\$ <b>46,914</b>	\$ 58,285	\$ 60,895
Outfitting	\$ <b>6,273</b>	\$ 6,273	\$ 6,273
Total	\$ <b>53,187</b>	\$ 64,558	\$ 67,168

# ROCK RIVER BLOCK



Date: 12/4/2024

Salesperson: \_\_\_\_\_

Manager: Mitch Edler

FOR INTERNAL USE ONLY

CUSTOMER WINNEBAGO COUNTY SHERIFF

Home Phone : \_\_\_\_\_

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

Work Phone : \_\_\_\_\_

E-Mail : \_\_\_\_\_

Cell Phone : \_\_\_\_\_

## VEHICLE

Stock # : FT02663

New / Used : New

VIN : 1FMUK8KH4SGB02663

Mileage: 6

Vehicle : 2025 Ford Explorer

Color : CARBONIZED GRAY

Type : ST-Line 4dr 4x4

K8K

Market Value Selling Price	53,740.00
Total Savings	2,500.00
Adjusted Price	51,240.00
Taxable Fees (Estimated)	535.00
Doc Fee	358.03
Non Tax Fees	316.00
Balance	52,449.03

Customer Approval: \_\_\_\_\_

Management Approval: \_\_\_\_\_

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For information only. This is not an offer or contract for sale.

# ROCK RIVER BLOCK



Date: 12/17/2024

Salesperson: \_\_\_\_\_

Manager: Mitch Edler

## FOR INTERNAL USE ONLY

CUSTOMER WINNEBAGO COUNTY SHERIFF Home Phone : \_\_\_\_\_

Address : \_\_\_\_\_ Work Phone : \_\_\_\_\_

E-Mail : \_\_\_\_\_ Cell Phone : \_\_\_\_\_

## VEHICLE

Stock # : FT67184 New / Used : New VIN : 1FMUK8DH6SGA67184 Mileage: \_\_\_\_\_

Vehicle : 2025 FORD EXPLORER Color : CARBONIZED GRAY

Type : ACTIVE 4X4

Market Value Selling Price	_____	48,205.00
Total Savings	_____	2,500.00
Adjusted Price	_____	45,705.00
Taxable Fees (Estimated)	_____	535.00
Doc Fee	_____	358.03
Non Tax Fees	_____	316.00
Balance	_____	46,914.03

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



Bandt Communications,  
Inc.  
1621 Gale Dr.  
Beloit, WI 53511

Resolution Exhibit B  
sales@bandtcom.com  
www.bandtcom.com  
Fax: 608-757-1783

**QUOTE No. 211758**

Order No.  
Valid for 30 days

Winnebago County Sheriff's Office

650 West State Street  
Rockford, IL, 61102

**Site:** 650 West State Street  
Rockford

**Site Contact:** Shawn Hughes

**Salesperson:** Bob Penniman

**Date:** 12/04/2024

Install lights siren radio in Detective car into Non-Police package Explorer

Item	Quantity	Unit Price	Total
Fusion 40?/ 180?: Blue	1.00	\$59.00	\$59.00
Fusion 40?/ 180?: Red	1.00	\$59.00	\$59.00
QUAD QSM Surface Mount	2.00	\$117.81	\$235.62
T3: Blue	1.00	\$34.99	\$34.99
T3: Red	1.00	\$34.99	\$34.99
FUSION-S 2X DASH	1.00	\$149.00	\$149.00
Triton 100W Speaker	1.00	\$119.00	\$119.00
3/4" Hole NMO Style Brass Mount with 17' RG58A/U stranded center , No Connector	1.00	\$28.00	\$28.00
Titanium Grey 740-870Mhz Antenna	1.00	\$12.50	\$12.50
Feniex Fusion Quad L Bracket	4.00	\$4.20	\$16.80
RF INDUSTRIES N male connector for RG58/U, RG58A/U, RG141, RG58 Ultralink. cable.	1.00	\$12.50	\$12.50
Flasher	1.00	\$53.40	\$53.40
Typhoon Handheld 100W Siren	1.00	\$300.00	\$300.00
Cannon? 120?: Blue	1.00	\$65.55	\$65.55
Cannon? 120?: Red	1.00	\$65.55	\$65.55
Cannon Bezel with mounting hardware	2.00	\$9.00	\$18.00
Solenoid L-Series - 150A 12/24V	1.00	\$181.99	\$181.99
Blue Sea 285 Series Circuit Breaker	1.00	\$55.00	\$55.00
Headliner Speaker	1.00	\$92.00	\$92.00
Misc. Installation Supplies	1.00	\$100.00	\$100.00



Bandt Communications,  
 Inc.  
 1621 Gale Dr.  
 Beloit, WI 53511

sales@bandtcom.com  
 www.bandtcom.com  
 Fax: 608-757-1783

**QUOTE No. 211758**

Order No.  
 Valid for 30 days

Lund Industries LOFT-GV Gun Vault Compartment, secured weapon storage, designed for AR-15/M-4 Rifles, fits 2020-2024 Ford Interceptor Utility	1.00	\$865.00	\$865.00
LOFT Non-Partition Mounting Kit for installing any LOFT into a 2020+ Ford Police Interceptor Utility without a rear cargo partition	1.00	\$215.00	\$215.00
Standard Labor	28.00 hrs	\$125.00	\$3500.00
<b>Sub-Total ex Tax</b>			\$6272.89
<b>Tax</b>			\$0.00
<b>Total inc Tax</b>			\$6272.89

Please contact us if you have any queries regarding this quote.

*Bob Penniman*





# Resolution Executive Summary

## For CIP Projects

**Prepared By:** Purchasing Department for Sheriff’s Office  
**Committee Name:** Operations and Administrative Committee  
**Committee Date:** January 16, 2025  
**Board Date:** January 23, 2025  
**Resolution Title:** Resolution Awarding Purchase of Six Patrol Vehicles for Sheriff’s Office Using CIP PSST 2025 Funds

### Budget Information

<b>Budgeted?</b> YES	<b>Amount Budgeted?</b> \$450,000
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If CIP funded, original Board approved amount?</b>	\$450,000
<b>Over or Under approved amount?</b> UNDER	<b>By:</b> \$19,425
<b>Reason for CIP increase?</b>	
<b>ORG/OBJ/Project Codes:</b> 82200-46410-C2512 <b>Descriptor:</b> CIP 25-Automobile	
<b>Budget Impact?</b> \$430,575	

**Background Information:** The Winnebago County Sheriff’s Office (WCSO) requested the purchase of six (6) Ford Explorer Utility Vehicles using CIP PSST 2025 funds. The Purchasing Department and the Sheriff’s Office reached out for quotes and availability. Stivers Ford & Midwest Pro Upfitters provided vehicle quotes and specialized outfitting options (See Resolution Exhibit A). This is a cost-effective option for the County utilizing government pricing. It also provides a one-stop shop for all vehicle outfitting. Additional equipment is also ordered for these vehicles (See Resolution Exhibit A) for the full breakdown.

<b>Patrol Vehicle Breakdown</b>	
6 Police Interceptor Vehicle Purchase	\$ 289,140
Outfitting Vendor	\$ 102,140
Equipment (Multiple Vendors)	\$ 39,295
<b>Total</b>	<b>\$ 430,575</b>

Three quotes were obtained (See Resolution Exhibit B). Currently, we are waiting on six (6) vehicles previously ordered using CIP 2024 funds, though that dealership provided a lower price point they are unable to deliver on procuring and outfitting the vehicles in a timely manner.

**Recommended By:** Sheriff Gary Caruana and Deputy Chief Sean Hughes

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

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

Sponsored by: Keith McDonald, Committee Chairman

Submitted by: Operations and Administrative Committee

**2025 CR**

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**RESOLUTION AWARDING PURCHASE OF SIX PATROL VEHICLES FOR SHERIFF'S OFFICE  
USING CIP- PSST 2025 FUNDS**

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**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$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**, the Winnebago County Sheriff's Office requested the purchase of six new patrol vehicles, using CIP-PSST 2025 funds; and

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes for the patrol vehicles and vehicle outfitting, (Resolution Exhibit A) and recommends awarding the purchases to Stivers Ford as well as multiple vendors for equipment.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County will issue, on behalf of the County of Winnebago, Purchase Orders with STIVERS FORD, 1450 EAST HIGHWAY 6 WAUKEE, IOWA, 50263 in the dollar amount of (\$289,140), as well as, multiple vendors for equipment in the dollar amount of (\$141,435) for a total amount not to exceed (\$430,575).

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
VALERIE HANSERD

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

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

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

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

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

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

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

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

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

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

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

Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2025.

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

## 2025-Patrol Interceptors

Number of NEW VEHICLES	YEAR/MODEL	NOTES	EST. COST	EST. TOTAL	ACTUAL COST	DIFFERENCE
6	2025/ Ford Explorer Utility AWD	All standard equipment, black exterior, backup cameras with beeps, all emergency lighting and siren equipment, traffic lighting preemption device, front prisoner partition, rear prisoner seat w/cargo barrier and installation, Sync system, rear locks/windows/handles inoperative, fleet keyed, window bars in rear passenger w heated mirrors, Sheriff License, Title, and Delivery, AR weapon rack, , Computer Mount/charge guard, install customer supplied police radio, antennas, radar, Axon Cameras and printer (Vendor: Stivers Ford; IA government discount)	\$65,213.39	\$391,280.34	\$0.00	\$391,280.34
			<b>SUBTOTAL:</b>	<b>\$391,280.34</b>	<b>\$0.00</b>	<b>\$391,280.34</b>
NUMBER OF NEW CPU's and Docking stations	ITEM	NOTES	EST. COST	EST. TOTAL	ACTUAL COST	DIFFERENCE
6	Getac S410 Semi-Rugged 14" Notebook, Antenna, Vehicle Adapter, and Docking station	Intel i5(11th Gen) i5-1135G7, Windows 10 Pro 16GB-256GB SSD- Sunlight readable (LCD+TS)- membrane backlit keyboard- IEEE 802.11ax wireless LAN standard (3 year warranty bumper to bumper), vehicle adapter 12V DC, 24VDC input, Getac Vehicle Dock w/o RF, Getac Antenna(Cellular network, Wireless Data Network, GPS, Satellite Communication) (Vendor: Entre Computer Solutions) National Cooperative Purchasing Alliance(NCPA)	\$4,409.12	\$26,454.72	\$0.00	\$26,454.72
			<b>SUBTOTAL:</b>	<b>\$26,454.72</b>	<b>\$0.00</b>	<b>\$26,454.72</b>
DECALS	ITEM	NOTES	EST. COST	EST. TOTAL	ACTUAL COST	DIFFERENCE
6	Reflective Graphic Kits	Reflective Graphic kits for Black Ford Utility, with Star, Sheriff for hood/rear and website; www.winnebago sheriff.com, number TBD, and Emergency 911 for rear Quarter panels, and accreditation seal for c-pillars. (Vendor: Grafix Shoppe)	\$315.00	\$1,890.00	\$0.00	\$1,890.00
6	Installation	Installation of graphics (Vendor: Auto Beautifiers)	\$300.00	\$1,800.00	\$0.00	\$1,800.00
			<b>SUBTOTAL:</b>	<b>\$3,690.00</b>	<b>\$0.00</b>	<b>\$3,690.00</b>
RADAR UNITS	ITEM	NOTES	EST. COST	EST. TOTAL	ACTUAL COST	DIFFERENCE
6	Stalker Radar	Stalker Radar unit with warranty / DSR 2 Antenna Radar (Vendor: Applied Concepts)	\$1,525.00	\$9,150.00	\$0.00	\$9,150.00
			<b>SUBTOTAL:</b>	<b>\$9,150.00</b>	<b>\$0.00</b>	<b>\$9,150.00</b>
RADIO UNITS	ITEM	NOTES	EST. COST	EST. TOTAL	ACTUAL COST	DIFFERENCE
6	RADIO	Motorola Enhanced APX6500 7/800 MHZ Mobile and programming (3 year warranty)(Vendor: Motorola Solutions) reused from older cars	\$ -	\$0.00	\$0.00	\$0.00
			<b>SUBTOTAL:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
CAMERA UNITS	ITEM	NOTES	EST. COST	EST. TOTAL	ACTUAL COST	DIFFERENCE
6	AXON	AXON Fleet 3 Advanced in car front and rear camera including extended warranty, licensing, and all necessary installation hardware(Vendor: Axon)*****	\$ -	\$ -	\$0.00	\$ -
			<b>SUBTOTAL:</b>	<b>\$ -</b>	<b>\$0.00</b>	<b>\$ -</b>
				<b>OVERALL EST. TOTAL</b>	<b>OVERALL ACTUAL COST</b>	<b>OVERALL DIFFERENCE</b>
				<b>\$430,575.06</b>	<b>\$0.00</b>	<b>\$430,575.06</b>
		<b>*****Axon Costs are recurring, from previous contract. Axon and Radios coming from older cars saving approx. \$9800 per car</b>				

# AUTO BEAUTIFIERS No: 53659

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

Quan.	Part No.	ARTICLE	PRICE

NAME WCSP DATE 12.13.24  
ADDRESS \_\_\_\_\_ PHONE NO. \_\_\_\_\_

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

Operation No.	DESCRIPTION	AMOUNT
	(Quote)	
	Install Decals	
	6 New screws	
	300 <sup>00</sup> x 6	180000

QUAN.	ACCESSORIES	PRICE	TOTAL PARTS:
TOTAL PARTS			TOTAL LABOR:
GALS, GAS @			GAS, OIL, GREASE:
QTS, OIL @			STORAGE:
LBS, GREASE @			TOWING:
TOTAL: GAS, OIL, GREASE	TOTAL ACCESSORIES:		SALES TAX:
			TOTAL AMOUNT: <u>180000</u>

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

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



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

Date	Quote #
01/08/24	ENTQ48400

**Customer:** WINNEBAGO COUNTY SHERIFF'S  
 Sean Hughes  
 650 WEST STATE STREET  
 ROCKFORD, IL 61102  
 USA

**Phone:** 815-319-6411  
**Fax:** 815-962-8551

**Ship To:** WINNEBAGO COUNTY SHERIFF'S  
 Sean Hughes  
 650 WEST STATE STREET  
 ROCKFORD, IL 61102  
 USA

**Phone:** 815-319-6411  
**Fax:** 815-962-8551

Terms	Rep	Prepared by	P.O. Number	Ship Via
	Drew	Amy Barnes		

Qty	Description	Unit Price	Ext. Price
6	GETAC:S410G5: i5-1340P, WinHello, Win11+16GB, 256GB PCIe SSD, SR LCD+TS+Stylus, Backlit KBD, WIFI+BT+4G+GPS+PT, TB4, 3 Yr Limited Warr	\$2,673.44	\$16,040.64
6	GETAC:( Bumper to Bumper )+ Extended Warranty- Semi-Rug Laptop (Year 1,2,3,4 & 5)	\$701.06	\$4,206.36
6	GETAC:S410 Havis Vehicle Dock w/ RF (black) Vehicle adapter sold separate	\$885.34	\$5,312.04
6	GETAC:Getac 120W 11-16V, 22-32V DC Vehicle adapter (Bare Wire), 3 year warranty	\$107.61	\$645.66

**NOTE:**  
 This proposal does not include a labor estimate.

SubTotal	\$26,204.70
Shipping/ Handling	\$250.00
<b>Total (excluding Tax)</b>	<b>\$26,454.70</b>

# THIS IS NOT AN INVOICE

**Please contact me if I can be of further assistance.**

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

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

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

Payment Terms: Net 10 days. Cash, ACH, or most credit cards are accepted. Note that there will be an additional 3.15% fee reflected on statements for all credit card payments.

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

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

01/08/24 12:42:17



Page 1



**Grafix Shoppe**

3225 Neil Armstrong Blvd Ste 600  
Eagan, MN 55121  
(651) 683-9665  
grafixshoppe.com

**Estimate**

ADDRESS

Winnebago Co. Sheriff  
Accounts Payable  
650 W. State Street  
Rockford, IL 61102

SHIP TO

Winnebago Co. Sheriff  
Sean Hughes  
650 W. State Street  
Rockford, IL 61102

ESTIMATE 147781

DATE 12/13/2024

DESCRIPTION	QTY	PRICE EACH	TOTAL
ULT-2133 Reflective Graphic kits for 2025 Black Ford SUV Explorers NO STRIPES - Regular County Sheriff Version Unit #'s TBD Star SHERIFF for hood/rear website; www.winnebagosheriff.com EMERGENCY 911 for rear QP's Also includes Accreditation Seal for C-Pillars Small Format Print onto 3M Blue, 3M Yellow, 3M 5100 White Reflective	6	315.00	1,890.00
Estimated Shipping/Handling	1	80.00	80.00
<b>TOTAL</b>			<b>\$1,970.00</b>

Accepted By

Accepted Date



applied concepts, inc.

**QUOTE**  
# 2098136

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

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 12/12/24

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

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

Effective From : 12/12/2024

Valid Through: 03/12/2025

Lead Time: 55 working days

<b>Bill To:</b> Winnebago Co Sheriffs Office 650 W State St Rockford, IL 61102-2201	<b>Customer ID:</b> 027614  Accounts Payable	<b>Ship To:</b> Winnebago Co Sheriffs Office 650 W State St Rockford, IL 61102-2201	<i>FedEx Ground</i>  Deputy Chief Sean Hughes
--	--	--	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	6	807-8002-00	IL DSR 2X Radar w/Instant On Remote	60	\$1,525.00	\$9,150.00
<b>Ln</b>	<b>Qty</b>	<b>Part Number</b>	<b>Description</b>		<b>Price</b>	<b>Ext Price</b>
1	6	200-0965-50	2X Counting Unit, 1.5 PCB, ARM Processor			\$0.00
2	6	200-1570-00	2X Modular OSC Display			\$0.00
3	6	200-1468-00	Dual DSR Ka Antenna			\$0.00
4	6	200-1468-01	2X Rear Antenna			\$0.00
5	6	155-2591-08	8 Foot Antenna Cable, IP67			\$0.00
6	6	155-2591-16	16 Foot Antenna Cable, IP67			\$0.00
7	6	200-0244-00	Antenna Dash Mount			\$0.00
8	6	200-0918-00	Stalker 2X Instant On Remote Control			\$0.00
9	6	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
10	6	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
11	6	200-0648-00	Display Sun Shield			\$0.00
12	6	200-0243-00	Counting/Display Tall Mount			\$0.00
13	6	200-0245-00	Antenna Tall Deck Mount			\$0.00
14	6	200-0622-00	VSS Cable Kit			\$0.00
15	6	200-0619-00	2X Documentation Kit			\$0.00
16	6	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
17	6	060-1000-60	60 Month Warranty			\$0.00
19	6	006-0094-00	Fan Noise Suppression Addendum - 2X			\$0.00
20	6	005-0002-07	807-8002-00 2X Package for IL			\$0.00
<b>Group Total</b>						<b>\$9,150.00</b>

Product	\$9,150.00	Sub-Total:	\$9,150.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		<b>Total: USD</b>	<b>\$9,150.00</b>

IL State Contract: 23-416CMS-BOSS4-P-61292

001

Vehicle Information:  
2025 Ford Interceptor SUV

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





# EQUIPMENT & INSTALL QUOTE

**Stivers Midwest Pro Upfitters**  
 1450 E Hickman Rd  
 Waukee, Iowa 50263  
 United States

319-721-5224

BILL TO  
**VILLAGES OF MACHESNEY PARK**  
 ANTHONY MICELI

MICELIA@WCSO-IL.US

**Estimate Number:** 7299136

**Customer Ref:** 2024 PATROL UT #1

**Estimate Date:** November 25, 2024

**Valid Until:** December 25, 2024

**Estimate Total (USD):** \$17,023.39

Items	Quantity	Price	Amount
<b>EB2SP3JT</b> WHELEN 54" LEGACY WECANX DUO LIGHTBAR WITH STRAP KIT	1	\$2,499.00	\$2,499.00
<b>SA315P/SAK9</b> WHELEN SIREN SPEAKER AND BRACKET	1	\$299.00	\$299.00
<b>CHWLFE29</b> WHELEN WECANX HOWLER	1	\$525.00	\$525.00
<b>C399/CCTL6</b> WHELEN CORE AMP AND CONTROL HEAD	1	\$1,450.00	\$1,450.00
<b>I2D/I2E</b> WHELEN ION DUO GRILLE LIGHTS (1 RED/WHITE, 1 BLUE/WHITE)	1	\$299.00	\$299.00
<b>VTX609R/VTX609B</b> VERTEX LIGHTS PLACED IN FACTORY HEADLAMP PROVISIONS	1	\$225.00	\$225.00
<b>VTXADAPT</b> TWIST LOCK ADAPTERS FOR VERTEX MOUNTING IN FACTORY FORD PROVISIONS	2	\$19.89	\$39.78
<b>VTX609R/VTX609B</b> VERTEX LIGHTS PLACED IN REAR TAIL LIGHTS	1	\$225.00	\$225.00
<b>TLI2D, TLI2E</b> WHELEN DUO T-ION LIGHTS MOUNTED ON REAR GATE	1	\$265.20	\$265.20



# EQUIPMENT & INSTALL QUOTE

Stivers Midwest Pro Upfitters  
 1450 E Hickman Rd  
 Waukee, Iowa 50263  
 United States

319-721-5224

Items	Quantity	Price	Amount
<b>TLI2D, TLI2E</b> WHELEN DUO T-ION LIGHTS MOUNTED ON BOTTOM OF REAR GATE	1	\$265.20	\$265.20
<b>C-VS-1012</b> HAVIS 2020 FORD CENTER CONSOLE W/ EQUIP BRACKETS, DUAL CUP HOLDER & ACCY POCKET	1	\$929.00	\$929.00
<b>C-ARM-103</b> HAVIS ARM REST	1	\$143.89	\$143.89
<b>C-MD-112</b> HAVIS SWING ARM WITH MOTION DEVICE	1	\$340.55	\$340.55
<b>PRPSP4704UIN20A</b> PRO-GARD SPACE SAVER PARTITION WITH RECESSED PANEL AND LOWER EXTENSION PANELS	1	\$931.00	\$931.00
<b>S4702UIN20OSB</b> PRO-GARD STANDARD TRANSPORT SEAT WITH POLY WINDOW BARRIER & OUTBOARD SEAT BELTS.	1	\$1,765.00	\$1,765.00
<b>WB47NPUIN20</b> PRO-GARD 2020 FORD STEEL WINDOW BARS	1	\$249.00	\$249.00
<b>MMBP25</b> MAGNETIC MIC CLIP	2	\$38.00	\$76.00
<b>LUND WEAPONS LOFT</b> DUAL WEAPONS LOFT WITH MOMENTARY BUTTON AND HANDCUFF KEY OVER RIDE	1	\$1,093.75	\$1,093.75
<b>60CREGCS</b> WHELEN RED/WHITE LED SURFACE MOUNT INTERIOR DOME LIGHT	1	\$195.00	\$195.00
<b>C399K4</b> WHELEN 2020+ FORD UTILITY CANPORT CABLE	1	\$48.44	\$48.44
<b>ANTENNA &amp; COAX</b> ANTENNA COAX AND CONNECTOR ENDS	2	\$32.23	\$64.46



# EQUIPMENT & INSTALL QUOTE

**Stivers Midwest Pro Upfitters**  
 1450 E Hickman Rd  
 Waukee, Iowa 50263  
 United States

319-721-5224

Items	Quantity	Price	Amount
<b>SHOP SUPPLIES</b> MISC SHOP SUPPLIES	1	\$250.00	\$250.00
<b>LPT1230,46063,75552,46985</b> LIND POWER TIMER, 12 POS FUSE BLOCK WITH GROUND STRAP, 75A RELAY, 100 AMP CIRCUIT BREAKER	1	\$269.89	\$269.89
<b>FREIGHT</b> PRODUCT & EQUIPMENT FREIGHT & SHIPPING COSTS	1	\$350.00	\$350.00
<b>LABOR</b> LABOR TO INSTALL EQUIPMENT	1	\$4,000.00	\$4,000.00
<b>CUSTOMER SUPPLIED</b> CUSTOMER SUPPLIED RADIO, RADAR, DOCKING STATION, ETC	1	\$0.00	\$0.00
<b>HKN4192C</b> DC POWER CABLE	1	\$95.00	\$95.00
<b>HKN6188B</b> MOTOROLA CABLE, CH POWER AND SPEAKER	1	\$65.00	\$65.00
<b>LB3692</b> POCCKETJET ADAPTOR 14FT	1	\$65.23	\$65.23

**Total:** \$17,023.39

**Estimate Total (USD):** \$17,023.39

**Prepared for:**  
WINNEBAGO CTY  
**Prepared by:** Dalton Geneser  
11/25/2024



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: winnebago

## Pricing Summary - Single Vehicle

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$49,515.00
Options	-\$1,120.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
<b>Subtotal</b>	<b>\$49,990.00</b>

### *Pre-Tax Adjustments*

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
Discount	Winnebago County Discount	-\$1,800.00
Keyed Alike	Keyed Alike 1435x included at no charge	\$0.00
<b>Total</b>		<b>\$48,190.00</b>

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

\_\_\_\_\_  
Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**  
WINNEBAGO CTY  
**Prepared by:** Dalton Geneser  
11/25/2024



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

**2025 Police Interceptor Utility AWD Base (K8A)**

**Price Level: 515 | Quote ID: winnebago**

## As Configured Vehicle

### Description

#### Base Vehicle

**Base Vehicle Price (K8A)**

#### Packages

##### Order Code 500A

*Includes:*

- 3.73 Axle Ratio

- GVWR: 6,840 lbs (3,103 kgs)

- Tires: 255/60R18 AS BSW

- Wheels: 18" x 8" 5-Spoke Painted Black Steel

*Includes polished stainless steel hub cover and center caps.*

- Unique HD Cloth Front Bucket Seats w/Vinyl Rear

*Includes reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.*

- Radio: AM/FM/MP3 Capable

*Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.*

- SYNC Phoenix Communication & Entertainment System

*Includes hands-free voice command support compatible with most Bluetooth connected mobile devices. 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*

#### Powertrain

##### Engine: 3.3L V6 Direct-Injection

*(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.*

##### Transmission: 10-Speed Automatic (44U)

##### 3.73 Axle Ratio

**GVWR: 6,840 lbs (3,103 kgs)**

#### Wheels & Tires

##### Tires: 255/60R18 AS BSW

##### Wheels: 18" x 8" 5-Spoke Painted Black Steel

*Includes polished stainless steel hub cover and center caps.*

#### Seats & Seat Trim

##### Unique HD Cloth Front Bucket Seats w/Vinyl Rear

*Includes reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.*

#### Other Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

WINNEBAGO CTY

Prepared by: Dalton Geneser

11/25/2024



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

**2025 Police Interceptor Utility AWD Base (K8A)**

Price Level: 515 | Quote ID: winnebago

**As Configured Vehicle (cont'd)**

**Description**

**Monotone Paint Application**

**119" Wheelbase**

**Radio: AM/FM/MP3 Capable**

Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <https://fordpro.com/en-us/telematics/> or call 1-833-811-FORD (3673).

*Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display. supports Android Auto and Apple CarPlay and fleet telematics modem.*

*Includes:*

*- SYNC Phoenix Communication & Entertainment System*

*Includes hands-free voice command support compatible with most Bluetooth connected mobile devices. 911 Assist. VHR, SYNC Services. AppLink. Bluetooth. steering wheel controls. USB port and auxiliary input jack.*

**Engine Block Heater**

**Driver Only LED Bulb Spot Lamp (Whelen)**

**Underbody Deflector Plate**

*Engine and transmission shield.*

**Hidden Door-Lock Plunger**

*Includes:*

*- Rear-Door Controls Inoperable*

*Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.*

**Rear-Door Controls Inoperable**

*Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.*

**Global Lock/Unlock Feature**

*Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the 45-second liftgate lock release + patio timer. Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed with this option.*

**Noise Suppression Bonds (Ground Straps)**

**Emissions**

**50-State Emissions System**

Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

**Exterior Color**

**Agate Black**

**Interior Color**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**  
WINNEBAGO CTY  
Prepared by: Dalton Geneser  
11/25/2024



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: winnebago

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## As Configured Vehicle (cont'd)

### Description

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Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**  
WINNEBAGO CTY  
Prepared by: Dalton Geneser  
11/25/2024



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: winnebago

## Warranty

### Standard Warranty

#### *Basic Warranty*

Basic warranty ..... 36 months/36,000 miles

#### *Powertrain Warranty*

Powertrain warranty ..... 60 months/100,000 miles

#### *Corrosion Perforation*

Corrosion perforation warranty ..... 60 months/unlimited

#### *Roadside Assistance Warranty*

Roadside warranty ..... 60 months/60,000 miles

#### *Hybrid/Electric Components Warranty*

Hybrid/electric components warranty ..... 96 months/100,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**QUOTE TAB**  
**25NB-2380 SIX POLICE INTERCEPTORS**  
**WCSO PATROL VEHICLES USING CIP PSST 2025 FUNDS**

	<b>Stivers Ford Waukee, IA</b>	Anderson Rock River Ford Rockford, IL	Morrow Brothers Greenfield, IL
2025 Police Interceptor	\$ <b>48,190</b>	\$ 48,251	\$ 44,940
Outfitting	\$ <b>17,023</b>	\$ 18,525	\$ 18,525
		*No On-Site Outfitting option	
<b>Total</b>	\$ <b>65,213</b>	\$ 66,776	\$ 63,465

Please note this comparison is the vehicle and on-site outfitting option only. It does not include the additional equipment that is being purchased review those items on Resolution Exhibit A.



# Resolution Executive Summary

**Prepared By:** DoIT  
**Committee:** Operations and Administrative Committee  
**Committee Date:** January 16, 2025  
**Board Meeting Date:** January 23, 2025  
**Resolution Title:** Resolution Awarding VMWare Annual Licensing

<b>Was item budgeted? Yes</b>	<b>Amount Budgeted:</b> \$ 25,000 <b>Annual Appropriation Amount:</b> \$17,608
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 19500-43168	<b>Descriptor:</b> DoIT Software Maintenance

**Background Information:** The Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for public safety, public health, a nursing home, the circuit courts, elections and all other Elected and Appointed officials. WinCo DoIT uses VMWare as a hypervisor solution to run the County’s virtual server environment. This is a 3-year renewal totaling \$52,823, paid annually at \$17,608.

<b>Quote Tab</b>			
<b>VMWare Annual Licensing</b>			
	<b>CDW-G</b>	IT Savvy	Insight
Annual Expense	<b>\$17,608</b>	\$25,850	\$18,345
3 Year Renewal Expense	<b>\$52,823</b>	\$77,549	\$55,035

VMWare is the County’s chosen virtualization platform and licensing is provided only through a VMWare reseller. CDWG has been the County’s reseller since we purchased the original licenses. The price quoted comes directly from VMWare through CDWG, and is on the National IPA Technology Solutions collective agreement (2010811). Three quotes were also obtained, see Resolution Exhibit A.

**Recommended By:** Chief Information Officer, Dan Magers

**Follow-Up Steps:** WinCo DoIT will issue a Purchase Order to CDWG in the amount of \$17,608.

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

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

2025 CR

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**RESOLUTION AWARDING VMWARE ANNUAL LICENSING**

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**WHEREAS**, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$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**, the Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for all departments; and

**WHEREAS**, WinCo DoIT uses VMWare as a hypervisor solution to run the County's virtual server environment; and

**WHEREAS**, VMWare is the County's chosen virtualization platform and licensing is provided only through a VMWare reseller; and

**WHEREAS**, the Operations and Administrative Committee concurs with this request and recommends approval by the Winnebago County Board.

**THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois., hereby authorizes the Purchasing Department to execute a purchase order to CDWG for a 3 year renewal, VMWare Annual Licensing in the amount of \$17,608 annually .

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

\_\_\_\_\_  
VALERIE HANSERD

\_\_\_\_\_  
VALERIE HANSERD

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

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

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

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

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

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

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

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

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

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

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

Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2025.

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



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

**DAN MAGERS,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFXR387	12/17/2024	PFXR387	5336053	<b>\$52,823.04</b>

**QUOTE DETAILS**

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">VMW FNDTN 8 LIC</a> Mfg. Part#: VCF-VSP-FND-8 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	128	7941253	\$137.56	\$17,607.68
<a href="#">VMW FNDTN 8 LIC</a> Mfg. Part#: VCF-VSP-FND-8 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	128	7941253	\$137.56	\$17,607.68
<a href="#">VMW FNDTN 8 LIC</a> Mfg. Part#: VCF-VSP-FND-8 Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011)	128	7941253	\$137.56	\$17,607.68

<b>SUBTOTAL</b>	\$52,823.04
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$52,823.04</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> COUNTY OF WINNEBAGO 404 ELM ST STE 506 RM 202 ROCKFORD, IL 61101-1225 <b>Phone:</b> (815) 319-4444 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> COUNTY OF WINNEBAGO IT 404 ELM ST STE 506 ROCKFORD, IL 61101-1225 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
<b>Please remit payments to:</b>	



## Sales Contact Info

**Philippe Stapp** | (866) 551-9995 | [philsta@cdwg.com](mailto:philsta@cdwg.com)

### LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$52,823.04	\$1,513.91/Month	\$52,823.04	\$1,731.01/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

### Need Help?



My Account



Support



Call 800.800.4239

### VMware Terms and Conditions

Your use of the VMware by Broadcom offerings identified within this order are subject to (a) the standard end user agreement at <https://www.vmware.com/agreements.html>, (b) the Specific Program Documentation (the 'SPD'), and/or SaaS Listing applicable to the VMware by Broadcom offerings and Maintenance located at <https://www.broadcom.com/licensing> and (c) the additional terms within this order (collectively, the 'End User Terms'). Any terms that may appear on your purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable and void.

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**Account name: 10328871**

COUNTY OF WINNEBAGO  
 404 ELM ST  
 ROCKFORD IL 61101-1239

**SHIP-TO**

COUNTY OF WINNEBAGO  
 404 ELM ST  
 ROCKFORD IL 61101-1239

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : Electronic Delivery  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

Quotation	
<b>Quotation Number</b>	: 0228031524
<b>Document Date</b>	: 17-DEC-2024
<b>PO Number</b>	:
<b>PO Release</b>	:
<b>Sales Rep</b>	: Bob Erwin
<b>Email</b>	: BOB.ERWIN@INSIGHT.COM
<b>Phone</b>	: +14803667058
<b>Sales Rep 2</b>	: Christian Mars Gonzales
<b>Email</b>	: CHRISTIANMARS.GONZALES@INSIGHT.COM
<b>Phone</b>	: +12132693758

**This is a 3 Year quote. A signature is required at the time of Purchase Order, see end of quote, if it is not fully funded. Insight will not be able to process the Purchase Order without this quote being signed. If placing PO's annually, Insight will require POs for the out years to be placed at least 15 days prior to the renewal date. By executing this quote, Customer agrees to the below terms and annual payment schedule.**

**The vendor has advised Years 2 – 3 are non-cancelable.**  
**Year 1 - \$18,344.96 To be billed at time of purchase**  
**Year 2 - \$18,344.96 To be billed at anniversary**  
**Year 3 - \$18,344.96 To be billed at anniversary**

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">VCF-VSP-FND-8-WINN</a>	VMWARE VSPHERE FOUNDATION 8, MULTIYEAR Coverage Dates: 20-JAN-2025 - 19-JAN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 164.99 Discount: 13.134% PAYMENT 1 OF 3 Start Date: 01/20/2025 End Date: 01/19/2026	128	143.32	18,344.96
<a href="#">VCF-VSP-FND-8-WINN</a>	VMWARE VSPHERE FOUNDATION 8, MULTIYEAR Coverage Dates: 20-JAN-2026 - 19-JAN-2027 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 164.99 Discount: 13.134% PAYMENT 2 OF 3 Start Date: 01/20/2026 End Date: 01/19/2027	128	143.32	18,344.96
<a href="#">VCF-VSP-FND-8-WINN</a>	VMWARE VSPHERE FOUNDATION 8, MULTIYEAR Coverage Dates: 20-JAN-2027 - 19-JAN-2028 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 164.99 Discount: 13.134% PAYMENT 3 OF 3 Start Date: 01/20/2027 End Date: 01/19/2028	128	143.32	18,344.96

Product Subtotal	55,034.88
TAX	0.00
<b>Total</b>	<b>55,034.88</b>



Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Bob Erwin  
+14803667058  
[BOB.ERWIN@INSIGHT.COM](mailto:BOB.ERWIN@INSIGHT.COM)

Christian Mars Gonzales  
+12132693758  
[CHRISTIANMARS.GONZALES@INSIGHT.COM](mailto:CHRISTIANMARS.GONZALES@INSIGHT.COM)

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.  
<https://www.insight.com/terms-and-policies>

**Insight Public Sector, Inc.**

**COUNTY OF WINNEBAGO**

**Signature:**

**Signature:**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

This order is governed by the General Terms set out at [www.broadcom.com/company/legal/licensing](http://www.broadcom.com/company/legal/licensing).

Broadcom requires the address on the PO to match the address on the End User's existing Site ID. If End User requires address change, may result in system access issues for End User licenses.

## PAYMENT

## PERSONAL DATA

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: <https://www.broadcom.com/company/legal/privacy>. End User hereby authorizes Broadcom to make necessary transfers of Personal Data and that any Broadcom Affiliates and subcontractors may process such Personal Data for the purposes of providing the Broadcom Offering contemplated under the End User Terms. Broadcom complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such transfers. Where Broadcom is a processor for End User under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

## ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

## SOFTWARE SUPPORT AVAILABILITY

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.

## MIGRATION

End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period

not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

Broadcom is authorized to use the End User trademarks, service marks, logos, certifications, designations and insignias in connection with press and earnings releases. In addition, CA is authorized to use a specific designation (such as preferred business Partner etc.) it may have in describing its relationship to End User.

#### ORDERING TERMS AND CONDITIONS AND END USER TERMS

The Broadcom Offerings, (and any hardware components if included within this Order), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2010, from the Broadcom shipping point stated in this Order or by electronic delivery (ESD).

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at <https://www.broadcom.com/licensing>, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD"), or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at <https://www.broadcom.com/licensing>, and (c) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction. Any terms that may appear on Partner's purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable, and void. Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD"), or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at <https://www.broadcom.com/licensing>, and (c) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction.



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

ITsavvy LLC  
 33 North LaSalle Street, Suite 2200  
 Chicago, IL 60602  
 www.ITsavvy.com

Quote Details	
<b>Quote #:</b>	3965968
<b>Date:</b>	01/07/2025
<b>Payment Method:</b>	Net 30 Days
<b>Client PO#:</b>	
<b>Cost Center:</b>	
<b>Shipping Method:</b>	Ground

# Quote

**Bill To:**  
 ACCT #: 502108  
 Winnebago County  
 Michaela Bradley  
 404 Elm Street  
 Rockford, IL 61101  
 United States  
 920-232-3444

**Ship To:**  
 Winnebago County  
 Dan Magers  
 404 Elm St  
 Ste 506  
 Rockford, IL 61101-1225  
 United States  
 815-319-4311

**Client Contact:**  
 Dan Magers  
 (P) 815-319-4321  
 dmagers@wincoil.us

**Client Executive:**  
 Brad Craig  
 (P) 312.676.5348  
 (F) 312.676.5322  
 bcraig@ITsavvy.com

**Description:** Broadcom VMware Renewal 12/31/24 - 12/30/25

Item Description	Part #	Tax	Qty	Unit Price	Total
1 <b>VSPHERE FNDTN 1-YR CLDS</b> Manufacturer Part #: VCF-VSP-FND-1Y Start Date 12/31/2024 End Date 12/30/2025	24811280	Y	128	\$201.95	\$25,849.60
2 <b>VSPHERE FNDTN 1-YR CLDS</b> Manufacturer Part #: VCF-VSP-FND-1Y Start Date 12/31/2025 End Date 12/30/2026	24811280	Y	128	\$201.95	\$25,849.60
3 <b>VSPHERE FNDTN 1-YR CLDS</b> Manufacturer Part #: VCF-VSP-FND-1Y Start Date 12/31/2026 End Date 12/30/2027	24811280	Y	128	\$201.95	\$25,849.60

Fair Market Value		\$1 Buy Out	
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$25,843.84	\$17,346.74	\$27,885.23	\$17,510.13

Subtotal: \$77,548.80  
 Shipping: \$0.00  
 Tax: Exempt  
**TOTAL: \$77,548.80**

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

## Notes From Your Client Executive

Annual Billing  
 PO must be for the full amount to match the vmware quote but again we will bill annually

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

ITsavvy's General Terms and Conditions of Sale, which can be found at [www.ITsavvy.com/termsandconditions](http://www.ITsavvy.com/termsandconditions), shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PUBLIC WORKS  
COMMITTEE**



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, January 14, 2025

**Resolution Title: (25-001)** Resolution Authorizing a Structural Engineering Services Agreement with IMEG Consultants Corp. for Rehabilitation of the Roscoe Road Bridge Over the Rock River and for the Appropriation of MFT Funds

**Board Meeting Date:** Thursday, January 23, 2025

**Budget Information:**

<b>Was item budgeted</b>	Yes (FY 2025)	<b>Appropriation Amount:</b> \$ 260,000
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	464-46331	<b>Budget Impact:</b> \$ 256,383

**Background Information:**

The Highway Department was allocated \$1,940,000 under the Illinois Special Bridge Program to rehabilitate the Roscoe Rd bridge over the Rock River. This agreement is to provide structural engineering services for engineering phases I and II. Construction is planned to take place in 2026.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

Agreement and appropriation will be sent to IDOT for final approvals.

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING A STRUCTURAL ENGINEERING SERVICES  
AGREEMENT WITH IMEG CONSULTANTS CORP. FOR REHABILITATION OF  
THE ROSCOE ROAD BRIDGE OVER THE ROCK RIVER  
AND FOR THE APPROPRIATION OF MFT FUNDS**

**WHEREAS** the Winnebago County Highway Department has received some \$1,940,000 from the Illinois Special Bridge Program (IMBP) fund to rehabilitate the Roscoe Road Bridge over the Rock River under Section # 18-00661-00-BR; and

**WHEREAS**, IMEG Consultants Corp has agreed to provide Phase I and II design engineering services to prepare construction drawings for a not to exceed price of \$256,383.00 as set forth in the attached Local Public Agency Engineering Services Agreement (AGREEMENT); and

**WHEREAS** it would be in the public interest to enter into said AGREEMENT and that the sum of \$260,000.00 will need to be appropriated from the County's Motor Fuel Tax fund to pay for this work.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois; that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached AGREEMENT with IMEG Consultants Corp at a not to exceed price of \$256,383.00 and that the sum of two hundred and sixty thousand dollars (\$260,000.00) is hereby appropriated via IDOT form BLR 09110 both in substantially the form attached hereto under Section 18-00661-00-BR; and

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


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

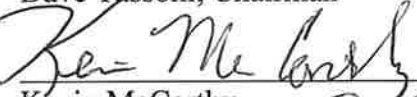
**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.


Respectfully submitted  
PUBLIC WORKS COMMITTEE

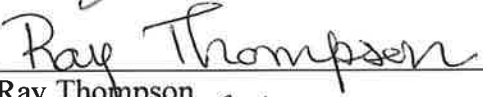
AGREE

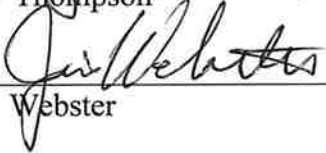
DISAGREE

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

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

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

  
\_\_\_\_\_  
Ray Thompson

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

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

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

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

\_\_\_\_\_  
Ray Thompson

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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





Using Federal Funds?  Yes  No Agreement For  Agreement Type

**LOCAL PUBLIC AGENCY**

Local Public Agency	County	Section Number	Job Number
Winnebago County	Winnebago	18-00661-00-BR	
Project Number	Contact Name	Phone Number	Email
	Carlos Molina, PE	(815) 319-4031	cmolina@hwy.wincoil.gov

**SECTION PROVISIONS**

Local Street/Road Name	Key Route	Length	Structure Number
Roscoe Road	FAU 9884	1280 feet	101-3016
Location Termini			<input type="button" value="Add Location"/>
From 550 feet west of the west end of bridge, across the bridge, to the west radius return of River St.			<input type="button" value="Remove Location"/>

**Project Description**  
 The work on the bridge over the Rock River includes replacement of the deck and bridge parapets and the rehabilitation of the structural steel including beam patching, jack and replace bearings and replacement of stud shear connectors. The roadway work includes guardrail replacement, minor front slope grading, bridge approach pavement replacement and HMA milling and paving to the limits as described. During construction, the bridge will be closed to all traffic without a marked detour.

Engineering Funding  MFT/TBP  State  Other   
 Anticipated Construction Funding  Federal  MFT/TBP  State  Other

**AGREEMENT FOR**

Phase I - Preliminary Engineering  Phase II - Design Engineering

**CONSULTANT**

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
IMEG Consultants Corp	Eric Moe	(309) 296-0407	Eric.C.Moe@imegcorp.com
Address	City	State	Zip Code
401 E. State St., Fl 4	Rockford	IL	61104

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

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

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer                      Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation  
 Resident Construction Supervisor    Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT

In Responsible Charge  
Contractor

A full time LPA employee authorized to administer inherently governmental PROJECT activities  
Company or Companies to which the construction contract was awarded

### AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

#### I. THE ENGINEER AGREES,

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

#### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys,

reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

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

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

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (a) abide by the terms of the statement; and

- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
IMEG Consultants Corp	15-0284110	\$256,383.00
<b>Subconsultants</b>		
	TIN/FEIN/SS Number	Agreement Amount
	Subconsultant Total	
	Prime Consultant Total	\$256,383.00
	Total for all work	\$256,383.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The  of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Type  
 County Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)

By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	IMEG Consultants Corp	Winnebago	18-00661-00-BR

**EXHIBIT A  
SCOPE OF SERVICES**

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

- Phase 1 and Phase 2 Engineering for the proposed bridge rehabilitation including the following scope items:
- Topographic survey of bridge and roadway approaches
  - Preparation of a BCR, TS&L, PBDHR (including hydraulic survey), and PDR
  - Upon design approval, preparation of the PS & E for the bridge rehab and approaches HMA milling & overlay
  - Address comments from the client and IDOT Local Roads and Bridge Offices
  - The bridge rehab will consist of new bearings, deck and parapet replacement and steel girder repairs
  - The roadway work will consist of bridge approach pavement, guardrail replacement and minor shoulder work
  - The roadway work will include HMA milling and overlay to the west and east limits

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	IMEG Consultants Corp	Winnebago	18-00661-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Complete the work by mid October, 2025 for a State letting scheduled for January, 2026.



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	IMEG Consultants Corp	Winnebago	18-00661-00-BR

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

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

Form Not Applicable (engineering services less than the threshold)

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

No Yes

1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

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

Project Criteria	Weighting

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

Top three consultants ranked for this project in order

1	
2	
3	

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



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

Local Public Agency Winnebago County	County Winnebago	Section Number 18-00861-00-BR
Prime Consultant (Firm) Name IMEG Consultants Corp	Prepared By Eric Moe	Date 11/14/2024
Consultant / Subconsultant Name	Job Number	

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

**Remarks**

**PAYROLL ESCALATION TABLE**

CONTRACT TERM	14	MONTHS	OVERHEAD RATE	170.33%
START DATE	12/1/2024		COMPLEXITY FACTOR	1
RAISE DATE	5/1/2025		% OF RAISE	2.00%
END DATE	1/31/2026			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	12/1/2024	5/1/2025	5	35.71%
1	5/2/2025	2/1/2026	9	65.57%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Winnebago County	Winnebago	18-00661-00-BR
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	

**PAYROLL RATES**

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

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>1.29%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Client Executive	\$78.83	\$79.84
Project Executive	\$70.75	\$71.66
Engineer of Distinction	\$63.01	\$63.82
Senior Civil Engineer III	\$57.68	\$58.42
Senior Civil Engineer II	\$55.29	\$56.00
Senior Civil Engineer I	\$48.75	\$49.38
Civil Engineering Graduate - Designer II	\$35.69	\$36.15
Civil Engineering Graduate - Designer I	\$34.37	\$34.81
Senior Civil Designer III	\$44.70	\$45.27
Senior Surveyor III	\$49.94	\$50.58
Senior Technician I	\$40.41	\$40.93
Crew Chief II	\$34.72	\$35.17
Civil Project Designer II	\$37.37	\$37.85
Civil Project Designer I	\$35.67	\$36.13
Civil Designer I	\$28.40	\$28.77
Senior Civil Designer II	\$41.80	\$42.34
Senior Construction Administrator	\$44.15	\$44.72
Administrative Assistant	\$26.88	\$27.23

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Winnebago County	Winnebago	18-00661-00-BR
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>

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

<b>NAME</b>	<b>Direct Labor Total</b>	<b>Contribution to Prime Consultant</b>

<b>Total</b>	<b>0.00</b>	<b>0.00</b>
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<b>NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.</b>
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Local Public Agency

Winnebago County

Consultant / Subconsultant Name

County

Winnebago

Section Number

18-00661-00-BR

Job Number

**DIRECT COSTS WORKSHEET**

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	18	\$65.00	\$1,170.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Robotic Total Station	Actual Cost	30	\$25.00	\$750.00
GPS	Actual Cost	30	\$35.00	\$1,050.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$2,970.00</b>



Local Public Agency

Winnebago County

Consultant / Subconsultant Name

County

Winnebago

Section Number

18-00661-00-BR

Job Number

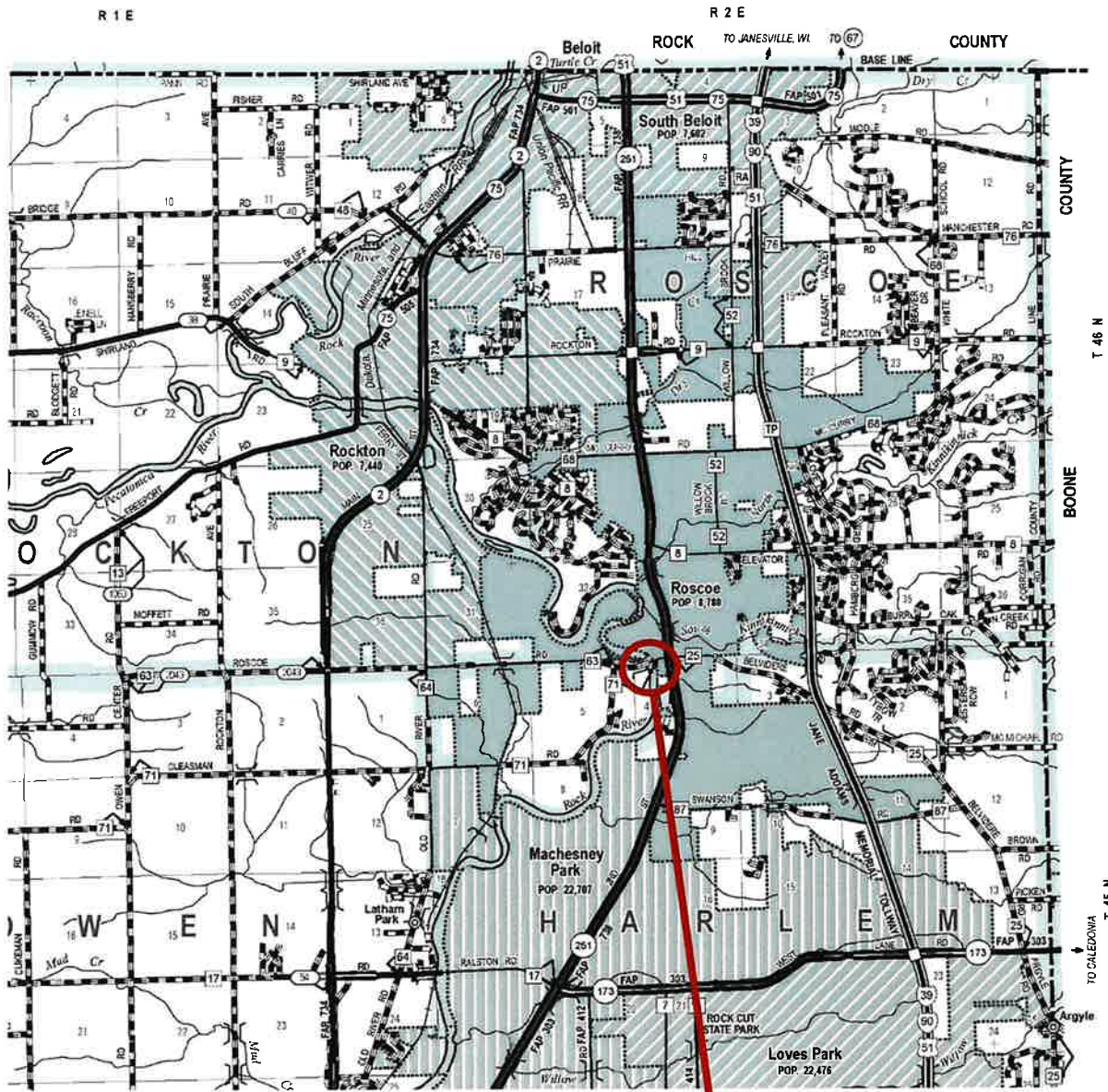
**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Field Survey - Roadway			Field Survey Bridge/Channel			TSL			BCR			PBDHR			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Client Executive	79.84	40.0	2.53%	2.02																
Project Executive	71.66	197.0	12.47%	8.93																
Engineer of Distinction	63.82	279.0	17.66%	11.27																
Senior Civil Engineer III	58.42	47.0	2.97%	1.74																
Senior Civil Engineer II	56.00	89.0	5.63%	3.15																
Senior Civil Engineer I	49.38	0.0																		
Civil Engineering Graduate	36.15	0.0																		
Civil Engineering Graduate	34.81	68.0	4.30%	1.50																
Senior Civil Designer III	45.27	232.0	14.68%	6.65																
Senior Surveyor III	50.58	61.0	3.86%	1.95	13	20.97%	10.61	48	33.80%	17.10										
Senior Technician I	40.93	0.0																		
Crew Chief II	35.17	131.0	8.29%	2.92	49	79.03%	27.79	82	57.75%	20.31										
Civil Project Designer II	37.85	108.0	6.84%	2.59																
Civil Project Designer I	36.13	0.0																		
Civil Designer I	28.77	24.0	1.52%	0.44																
Senior Civil Designer II	42.34	24.0	1.52%	0.64				12	8.45%	3.58										
Senior Construction Admin	44.72	268.0	16.96%	7.59																
Administrative Assistant	27.23	12.0	0.76%	0.21																
		0.0																		
		0.0																		
		0.0																		
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<b>TOTALS</b>		1580.0	100%	\$51.59	62.0	100.00%	\$38.40	142.0	100%	\$40.98	43.0	100%	\$59.93	27.0	100%	\$60.62	87.0	100%	\$55.74	



# PROJECT LOCATION MAP



SN 101-3016  
(Roscoe Road over  
Rock River)





Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Table with Resolution Type (Original), Resolution Number, and Section Number (18-00661-00-BR)

BE IT RESOLVED, by the Board of the County of Winnebago... the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

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

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The work on the bridge over the Rock River includes replacement of the deck and bridge parapets and the rehabilitation of the structural steel including beam patching, jack and replace bearings and replacement of stud shear connectors.

2. That there is hereby appropriated the sum of two hundred and sixty thousand

Dollars (\$260,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Lori Gummow County Clerk in and for said County

of Winnebago in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Winnebago at a meeting held on December 12, 2024

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 12 day of December, 2024



**Illinois Department  
of Transportation**

(SEAL, if required by the LPA)

**Resolution for Improvement  
Under the Illinois Highway Code**

Clerk Signature & Date

**Approved**

Regional Engineer Signature & Date  
Department of Transportation



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, January 14, 2025

**Resolution Title:** (25-002) Resolution for the Award of Bid for Maintenance of Traffic Signals on the County Highway System and for the Appropriation of MFT Funds

**Board Meeting Date:** Thursday, January 23, 2025

**Budget Information:**

<b>Was item budgeted</b> Yes <b>Appropriation Amount:</b> \$500,000 (total for 2025 & 2026)
<b>If not, explain funding source:</b>
<b>ORG/OBJ/Project Code:</b> 464-43733 <b>Budget Impact:</b> \$244,100 annually

**Background Information:**

This is for maintenance of the 66 county owned sets of traffic signals and over 200 street lights. The contract is for two years with the ability to extend it annually for two more years. The Motor Fuel Tax appropriation allows us to use MFT funds for this maintenance work. The bid amount of \$488,167.50 is for the two-year contract.

**Recommendation:**

Approval is recommended by staff

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

Contract will be submitted to IDOT for final approval.

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

**25-CR-XXX**

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

**RESOLUTION FOR THE AWARD OF BID FOR  
MAINTENANCE OF TRAFFIC SIGNALS ON THE COUNTY HIGHWAY SYSTEM  
AND FOR THE APPROPRIATION OF MFT FUNDS**

**WHEREAS** Traffic signals and street lights on Winnebago County Highways need to be maintained and kept in proper repair on an annual basis; and

**WHEREAS** two (2) bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on November 26, 2024, for Section 24-00734-00-TL, with the low bid being from **Helm Electric Facility Solutions, Inc. of \$488,167.50**; and

**WHEREAS** it is in the public interest to award the bid for Maintenance of Traffic Signals on the County Highway System to **Helm Electric Facility Solutions, Inc** in the amount of **\$488,167.50**; and also, to appropriate the needed MFT funds; and

**WHEREAS** **\$500,000.00** (Five hundred thousand dollars) needs to be appropriated from Motor Fuel Tax funds to pay for the maintenance and repairs of Traffic signals, and street lights on Winnebago County Highways; and

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on November 26, 2024 for Section 24-00734-00-TL from **Helm Electric Facility Solutions, Inc.** in the amount of **\$488,167.50** is hereby awarded, that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with **Helm Electric Facility Solutions, Inc.** for the above noted work and that the amount of **\$500,000.00** is appropriated from the County's Motor Fuel Tax (MFT) funds via BLR 09110 in substantially the form attached hereto; and


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


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


**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

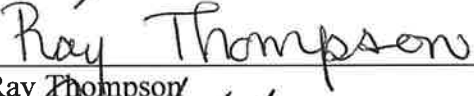
**AGREE**


**DISAGREE**

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

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

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

  
\_\_\_\_\_  
Ray Thompson

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

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

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

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

\_\_\_\_\_  
Ray Thompson

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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



Tabulation of Bids

Local Public Agency: COUNTY Date: 11/26/2024  
 County: WINNEBAGO Time: 10:01 AM  
 Section: 24-00734-00-TL Appropriation:  
 Estimate:

Attended By: PS, MF, AP of WCHD & Ms. Julia of WCE, &Kody of Helm Elect

		Helm Electric Facility Solutions, Inc		William Charles Construction Co.LLC			
		1514 W. Fourth Street, Sterling, IL 61081		(d/b/a-William Charles Electric 833 Featherstone Road Rockford, IL 61107			
		<b>Bid Bond -Yes</b>		<b>Bid Bond</b>			
Item No.	Item	Delivery	Unit	Quantity	Total	Unit Price	Total
X03274951	JOURNEYMAN ELECTRICIAN		HOUR	1600	\$ 212,800.00	\$ 133.0000	\$ 212,800.00
X03274952	JOURNEYMAN ELECTRICIAN ( TIME AND ONE-HALF)		HOUR	100	\$ 19,950.00	\$ 199.5000	\$ 19,950.00
X03274953	JOURNEYMAN ELECTRICIAN (DOUBLE TIME)		HOUR	25	\$ 6,650.00	\$ 266.0000	\$ 6,650.00
X03274961	APPRENTICE ELECTRICIAN		HOUR	300	\$ 34,500.00	\$ 115.0000	\$ 34,500.00
X03274962	APPRENTICE ELECTRICIAN ( TIME AND ONE-HALF)		HOUR	75	\$ 12,937.50	\$ 172.5000	\$ 12,937.50
X03274963	APPRENTICE ELECTRICIAN (DOUBLE TIME)		HOUR	25	\$ 5,750.00	\$ 230.0000	\$ 5,750.00
X03274971	PICK-UP TRUCK		HOUR	900	\$ 13,500.00	\$ 15.0000	\$ 13,500.00
X03274972	SERVICE TRUCK WITH BUCKET		HOUR	500	\$ 15,000.00	\$ 30.0000	\$ 15,000.00
X0327498	BUCKET TRUCK (LENGTH LESSS THAN 35 FEET)		HOUR	150	\$ 4,500.00	\$ 30.0000	\$ 4,500.00
X0327499	BUCKET TRUCK (LENGTH LESSS THAN 35 TO 65 FEET)		HOUR	50	\$ 1,500.00	\$ 30.0000	\$ 1,500.00
X0327493	PHASING DATA		EACH	10	\$ 3,200.00	\$ 320.0000	\$ 3,200.00
X0327494	CONFLICT MONITOR		EACH	134	\$ 42,880.00	\$ 320.0000	\$ 42,880.00
					<b>Sub-Total (A)</b>	<b>\$ 373,167.50</b>	<b>\$ 373,167.50</b>
X0327500	PARTS AND MATERIAL MARK UP- Percentage -Q		%		15.0000	\$ 15.0000	\$ 12.0000
	ESTIMATED AMOUNT OF PARTS AND MATERIAL -P		LS	1	\$ 100,000.00	\$	\$ 100,000.00
Add	MARKED UP AMOUNT-(%) OF ESTIMATED AMOUNT				\$ 15,000.00	\$	\$ 12,000.00
	<b>BIDDER'S TOTAL PROPOSED AMOUNT=Sub-Total (A)+Sub-Total (B)</b>				<b>\$ 115,000.00</b>	<b>\$</b>	<b>\$ 112,000.00</b>
					<b>\$ 488,167.50</b>	<b>\$</b>	<b>\$ 549,090.00</b>



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Resolution Type Resolution Number Section Number

BE IT RESOLVED, by the Board of the County of Winnebago... the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

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

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Maintaining traffic signals, flashers and street lights on the County Highway System for 2 years (2025 and 2026)

2. That there is hereby appropriated the sum of Five hundred thousand

Dollars (\$500,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Lori Gummow County Clerk in and for said County

of Winnebago in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Winnebago at a meeting held on December 22, 2022

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

(SEAL)

Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, January 14, 2025

**Resolution Title: (25-003)** Resolution Authorizing a Structural Engineering Services Agreement with Hutchison Engineering Inc. for Township Bridge Replacement on Kelly Road over Sumner Creek in Seward Township

**Board Meeting Date:** Thursday, January 23, 2025

**Budget Information:**

<b>Was item budgeted</b>	N/A	<b>Appropriation Amount:</b>	\$ 62,725
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b>	Township Bridge 468-46330	<b>Budget Impact:</b>	\$ N/A

**Background Information:**

This is for a full replacement of the existing deficient concrete box culvert at this location. After new legislation by the State in the fall of 2024, 100% of the funding can come out of the Township Bridge Program (TBP) allocated to the townships by the State. There is not local contribution for this project. Construction contracts utilizing TBP funds must be administered by the County as mandated by the State.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

Agreement will be submitted to the State for final approval.



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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING A STRUCTURAL ENGINEERING SERVICES  
AGREEMENT WITH HUTCHISON ENGINEERING INC. FOR  
TOWNSHIP BRIDGE REPLACEMENT ON  
KELLY ROAD OVER SUMNER CREEK IN SEWARD TOWNSHIP**

**WHEREAS** Seward Township has jurisdiction of Kelly Road through the township; and

**WHEREAS** Seward Township is desirous to replace the existing deficient concrete box on Kelly Road (TR 187) over Sumner Creek know as structure SN 101-5029; and

**WHEREAS** Township construction contracts that utilize Township Bridge Program (TBP) funds must, by state statute, be administered by the County; and

**WHEREAS** 100% of the project is funded by Township Bridge funds; and

**WHEREAS** Hutchison Engineering Inc., has agreed to perform and assist County staff to complete the Phase I and Phase II work for the project, Section # 24-13120-00-BR, and to provide structural engineering services for a total not to exceed fee of \$62,725.00 as set forth in the attached Agreement; and

**WHEREAS** it would be in the public interest to enter into the attached Local Public Agency Engineering Services Agreements for Phase I and II design services for structures SN 101-5029.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Local Public Agency Engineering Services Agreements with Hutchison Engineering Inc., for a total not to exceed fee of \$62,725.00, both substantially the form attached hereto; and

**BE IT FURTHER RESOLVED** that the Agreements entered into shall not become effective and binding unless and until both parties have executed the same; and

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

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

**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**



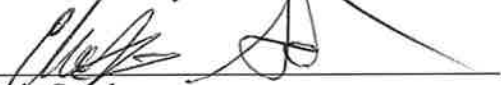
\_\_\_\_\_  
Dave Tassoni, Chairman

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



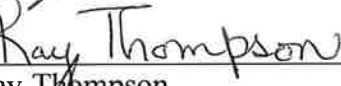
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Kevin McCarthy

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Kevin McCarthy



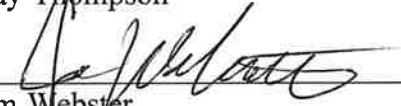
\_\_\_\_\_  
Chris Scrol

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



\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson



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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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



Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No Agreement For MFT PE Agreement Type Original

LOCAL PUBLIC AGENCY

Local Public Agency: Winnebago County, County: Winnebago, Section Number: 24-13120-00-BR, Job Number: [blank], Project Number: [blank], Contact Name: Carlos Molina, Phone Number: (815) 319-4000, Email: cmolina@hwy.wincoil.gov

SECTION PROVISIONS

Local Street/Road Name: Kelley Road, Key Route: TR 187, Length: 0.1, Structure Number: 101-5029, Location Termini: Structure over Sumner Creek, Add Location, Remove Location

Project Description: Construction of a new multi-cell concrete box culvert structure and roadway approaches on Kelley Road (TR 187) over Sumner Creek on the existing horizontal alignment. Existing structure to be removed and roadway to be closed to traffic during construction. The proposed culvert will be 36'-0" minimum in width, with approach roadway transitions and incidental items as necessary. The proposed Structure Number is: 101-5172

Engineering Funding:  MFT/TBP  State  Other Anticipated Construction Funding:  Federal  MFT/TBP  State  Other

AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Hutchison Engineering, Inc., Contact Name: Thomas Winkelman, Phone Number: (217) 245-7164, Email: tjwinkelman@hutchisoneng.com, Address: 1801 West Lafayette Avenue, P.O. Box 820, City: Jacksonville, State: IL, Zip Code: 62651

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

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

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT  
 In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities  
 Contractor Company or Companies to which the construction contract was awarded

**AGREEMENT EXHIBITS**

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**I. THE ENGINEER AGREES,**

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

**II. THE LPA AGREES,**

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be

equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known

post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

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

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

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hutchison Engineering, Inc.	37-0960852	\$62,725.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
N/A	N/A	\$0.00
Subconsultant Total		\$0.00
Prime Consultant Total		\$62,725.00
Total for all work		\$62,725.00



**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The  Local Public Agency Type of  Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency  Local Public Agency Type  Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm Name)

By (Signature & Date)  
  
Title

By (Signature & Date)  
  
Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)





Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Hutchison Engineering, Inc.	Winnebago	24-13120-00-BR

**EXHIBIT A  
SCOPE OF SERVICES**

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

- 1) Make or cause to be made such detailed surveys as necessary for the preparation of detailed roadway plans. Surveys should include coordination with all potential utilities in the project area for location accuracy.
- 2) Make or cause to be made such stream and flood plain hydraulic surveys as necessary, and gather high water data and flood histories for the preparation of detailed structure plans.
- 3) Prepare the necessary environmental survey request (ESR) documents in accordance with the procedures adopted by the Department's Bureau of Local Roads & Streets. Complete the necessary ESR submittal to the Department for project environmental clearance.
- 4) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement.
- 5) Model the natural, existing, and proposed hydraulic conditions taking into account the project location hydrology. Prepare a Preliminary Bridge Design and Hydraulic Report including high-water effects on roadway overflows and bridge approaches. Submit the report to the client and Department for project approval.
- 6) Coordinate project details and preliminary plans with all impacted utilities early and often throughout the design process.
- 7) Prepare an Army Corps of Engineers Permit application, and Department of Natural Resources-Office of Water Resources Permit application (if necessary), including structure waterway sketches.
- 8) Furnish the local agency with all required temporary easement or permanent right of way plans / plats and the corresponding legal descriptions.
- 9) Make complete general and detailed plans, specifications, special provisions, proposals, and estimates of cost and time, and furnish the local agency with copies of the plans, specifications, special provisions, proposals and estimates.
- 10) Quality Control / Quality Assurance (QC / QA) of final plans, specifications, and estimates.
- 11) Completion of required Structural Load Rating Summary (SLRS) reports for the Department.
- 12) Checking of shop drawings as may be required.
- 13) Provide administrative oversight for the project through the preliminary engineering and design engineering phases.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Hutchison Engineering, Inc.	Winnebago	24-13120-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

This project is targeting a January 2026 local letting.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Hutchison Engineering, Inc.	Winnebago	24-13120-00-BR

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

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

Form Not Applicable (engineering services less than the threshold)

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

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



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

<b>Local Public Agency</b> Winnepago County / Seward Township	<b>County</b> Winnepago	<b>Section Number</b> 24-13120-00-BR
<b>Prime Consultant (Firm) Name</b> Hutchison Engineering, Inc.	<b>Prepared By</b> Thomas Winkelman	<b>Date</b> 11/25/2024
<b>Consultant / Subconsultant Name</b> Hutchison Engineering, Inc.	<b>Job Number</b> 	

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

**Remarks**

TR 187 (Kelley Road) over Summer Creek. SN 101-5029

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b> START DATE RAISE DATE	18 MONTHS 1/1/2025 1/1/2026	<b>OVERHEAD RATE</b> COMPLEXITY FACTOR % OF RAISE	176.33% 0 2.00%
<b>END DATE</b>	6/30/2026		

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	1/1/2025	1/1/2026	12	66.67%
1	1/2/2026	7/1/2026	6	34.00%

The total escalation = 0.67%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Winnebago County / Seward Township	Winnebago	24-13120-00-BR
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Hutchison Engineering, Inc.		

**PAYROLL RATES**

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

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>0.67%</b>

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineering Technician 1	\$25.17	\$25.34
Engineering Technician 2	\$30.00	\$30.20
Engineering Technician 3	\$36.19	\$36.43
Engineering Technician 4	\$46.19	\$46.50
Engineering Technician 5	\$54.92	\$55.29
Engineering Technician 6	\$63.75	\$64.18
Engineer 1	\$33.87	\$34.10
Engineer 2	\$39.80	\$40.07
Engineer 3	\$52.25	\$52.60
Engineer 4	\$62.80	\$63.22
Engineer 5	\$71.42	\$71.90
Architect 3	\$50.00	\$50.33
Architect Associate	\$30.75	\$30.96
Project Manager	\$84.08	\$84.64
Principal of Firm	\$86.00	\$86.00

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Winnebago County / Seward Township	Winnebago	24-13120-00-BR
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Hutchison Engineering, Inc.		

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

<b>NAME</b>	<b>Direct Labor Total</b>	<b>Contribution to Prime Consultant</b>
<b>Total</b>	<b>0.00</b>	<b>0.00</b>

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

Local Public Agency  
Winnebago County / Seward Township

County  
Winnebago

Section Number  
24-13120-00-BR

Consultant / Subconsultant Name  
Hutchison Engineering, Inc.

Job Number

**DIRECT COSTS WORKSHEET**

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)		\$110.00	\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	400	\$0.67	\$268.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)	20	\$25.00	\$500.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	50	\$13.00	\$650.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost	1	\$3,500.00	\$3,500.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
GPS Survey Equipment	Actual Cost	1	\$200.00	\$200.00
Robotic Total Station Survey Equipment	Actual Cost	4	\$100.00	\$400.00
Per Diem Meals - Full Day	Up to state rate maximum		\$68.00	\$0.00
Per Diem Meals - Travel Day	Up to state rate maximum		\$51.00	\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$5,518.00</b>





**Local Public Agency**  
 Winnebago County / Seward Township  
**Consultant / Subconsultant Name**  
 Hutchison Engineering, Inc.

**County**  
 Winnebago

**Section Number**  
 24-13120-00-BR  
**Job Number**

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

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Field Survey - Roadway & Stream			Environmental Survey Request			Soils Analysis			Hydraulic Modeling & Report			Utilities & Permitting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineering Technician 1	25.34	0.0																	
Engineering Technician 2	30.20	40.0	6.85%	2.67	40	57.97%	17.51												
Engineering Technician 3	36.43	4.0	0.88%	0.32															
Engineering Technician 4	46.50	30.0	6.64%	3.09	24	34.78%	16.17										6	50.00%	23.25
Engineering Technician 5	55.29	0.0																	
Engineering Technician 6	64.18	4.0	0.88%	0.57															
Engineer 1	34.10	190.0	42.04%	14.33	2	2.90%	0.99										4	80.00%	27.28
Engineer 2	40.07	96.0	21.24%	8.51													64	57.14%	19.48
Engineer 3	52.60	52.0	11.50%	6.05													32	28.57%	11.45
Engineer 4	69.22	20.0	4.42%	2.80													16	14.29%	7.51
Engineer 5	71.90	15.0	3.32%	2.39	3	4.35%	3.13										1	20.00%	14.38
Engineer 6	50.33	0.0																	
Architect 3	30.96	0.0																	
Architect Associate	84.64	0.0																	
Project Manager	86.00	1.0	0.22%	0.19															
Principal of Firm		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
<b>TOTALS</b>		452.0	100%	\$40.92	69.0	100.00%	\$37.79	6.0	100%	\$71.90	5.0	100%	\$41.66	112.0	100%	\$39.44	12.0	100%	\$43.38

**Local Public Agency**

Winnebago County / Seward Township

**County**

Winnebago

**Section Number**

24-13120-00-BR

**Consultant / Subconsultant Name**

Hutchison Engineering, Inc.

**Job Number**

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

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Right of Way Plats / Easements			Structure Design			Approach Roadway Design			Specifications / Final PS&E			QC / QA			SLRS - Structures Load Rating Summary		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineering Technician 1	25.34																		
Engineering Technician 2	30.20																		
Engineering Technician 3	36.43																		
Engineering Technician 4	46.50																		
Engineering Technician 5	55.29																		
Engineering Technician 6	64.18	4	100.00%	64.18															
Engineer 1	34.10				56	50.00%	17.05	40	52.63%	17.95	16	57.14%	19.48						
Engineer 2	40.07				32	28.57%	11.45	24	31.58%	12.65	8	28.57%	11.45						
Engineer 3	52.60				16	14.29%	7.51	8	10.53%	5.54	4	14.29%	7.51	4	50.00%	26.30			
Engineer 4	63.22				8	7.14%	4.52	4	5.26%	3.33				4	50.00%	31.61	4	100.00%	63.22
Engineer 5	71.90																		
Architect 3	50.33																		
Architect Associate	30.96																		
Project Manager	84.64																		
Principal of Firm	86.00																		
<b>TOTALS</b>		4.0	100%	\$64.18	112.0	100%	\$40.52	76.0	100%	\$38.46	28.0	100%	\$38.44	8.0	100%	\$57.91	4.0	100%	\$63.22



STATE OF ILLINOIS  
**WINNEBAGO COUNTY HIGHWAY DEPARTMENT**  
TOWNSHIP BRIDGE PROGRAM  
SECTION NO.: 24-13120-00-BR

**IDOT SN 101-5029**  
**KELLY RD (TR 187) OVER SUMNER CREEK**  
**LOCATION MAP**



**IDOT SN 101-5029 (WCHD SN TR187B)**



WINNEBAGO COUNTY BOARD DISTRICT 1

**ADT: 150 (2022)**  
**FUNCTIONAL CLASSIFICATION: LOCAL ROAD**  
**TOWNSHIP: SEWARD**  
**PROPOSED IDOT SN: 101-5172**





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, January 14, 2025

**Resolution Title: (25-004)** Resolution Authorizing a Structural Engineering Services Agreement with Hutchison Engineering Inc. for Township Bridge Rehabilitation on Goeke Road over Pink Creek in Pecatonica Township

**Board Meeting Date:** Thursday, January 23, 2025

**Budget Information:**

<b>Was item budgeted</b>	N/A	<b>Appropriation Amount:</b>	\$ 65,282
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code</b>	Township Bridge	468-46330	<b>Budget Impact:</b> \$ N/A

**Background Information:**

This is for rehabilitating the existing deficient superstructure at this location. After new legislation by the State in the fall of 2024, 100% of the funding can come out of the Township Bridge Program (TBP) allocated to the townships by the State. There is not local contribution for this project. Construction contracts utilizing TBP funds must be administered by the County as mandated by the State.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

Agreement will be submitted to the State for final approval.

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING AN ENGINEERING SERVICES AGREEMENT  
WITH HUTCHISON ENGINEERING INC. FOR  
TOWNSHIP BRIDGE DESIGN PHASES' I AND II ON  
GOEKE ROAD OVER PINK CREEK IN IN PECATONIC TOWNSHIP**

**WHEREAS** Pecatonica Township has jurisdiction of Goeke Road north of Brick School; and

**WHEREAS** Pecatonica Township is desirous to rehabilitate the existing deficient bridge on Goeke Road (TR 4) over Pink Creek know as structure SN 101-3092; and

**WHEREAS** Township construction contracts that utilize Township Bridge Program (TBP) funds must, by state statute, be administered by the County; and

**WHEREAS** 100% of the project is funded by Township Bridge funds; and

**WHEREAS** Hutchison Engineering Inc., has agreed to perform and assist County staff to complete the Phase I and Phase II work for the project, Section # 24-08125-00-BR, and to provide structural engineering services for a total not to exceed fee of \$65,282.00 as set forth in the attached Agreements; and

**WHEREAS** it would be in the public interest to enter into the attached Local Public Agency Engineering Services Agreements for Phase I and II design services for structures SN 101-3092.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago the attached Local Public Agency Engineering Services Agreements with Hutchison Engineering Inc., for a total not to exceed fee of \$65,282.00, both substantially the form attached hereto; and

**BE IT FURTHER RESOLVED** that the Agreements entered into shall not become effective and binding unless and until both parties have executed the same; and

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


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

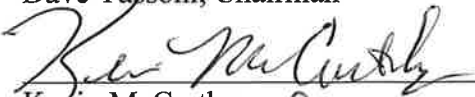


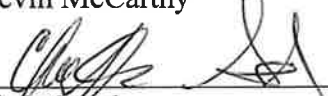
**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

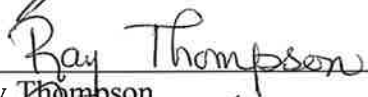
**AGREE**

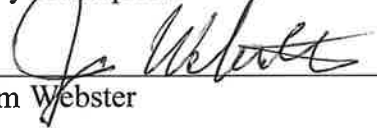
**DISAGREE**

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

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

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

  
\_\_\_\_\_  
Ray Thompson

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

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

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

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

\_\_\_\_\_  
Ray Thompson

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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



Local Public Agency Engineering Services Agreement

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

LOCAL PUBLIC AGENCY

Local Public Agency: Winnebago County, County: Winnebago, Section Number: 24-08125-00-BR, Job Number: [ ], Project Number: [ ], Contact Name: Carlos Molina, Phone Number: (815) 319-4000, Email: cmolina@hwy.wincoil.gov

SECTION PROVISIONS

Local Street/Road Name: Goeke Road, Key Route: TR 4, Length: 0.1, Structure Number: 101-3092, Location Termini: Structure over Pink Creek, Add Location, Remove Location

Project Description: Construction of a new superstructure and roadway approaches on Goeke Road (TR 4) over Pink Creek on the existing horizontal alignment. Existing superstructure to be removed and roadway to be closed to traffic during construction. The proposed bridge will match the existing minimum clear bridge width, with approach roadway transitions and incidental items as necessary. The proposed Structure Number is: 101-3092 (same)

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

AGREEMENT FOR

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

CONSULTANT

Prime Consultant (Firm) Name: Hutchison Engineering, Inc., Contact Name: Thomas Winkelman, Phone Number: (217) 245-7164, Email: tjwinkelman@hutchisoneng.com, Address: 1801 West Lafayette Avenue, P.O. Box 820, City: Jacksonville, State: IL, Zip Code: 62651

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

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

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation



Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT  
 In Responsible Charge A full time LPA employee authorized to administer inherently governmental PROJECT activities  
 Contractor Company or Companies to which the construction contract was awarded

**AGREEMENT EXHIBITS**

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**I. THE ENGINEER AGREES.**

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

**II. THE LPA AGREES.**

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be

equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

### III. IT IS MUTUALLY AGREED.

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known

post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These Indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

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

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

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy to maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hutchison Engineering, Inc.	37-0960852	\$65,282.00
<b>Subconsultants</b>		
N/A	N/A	\$0.00
Subconsultant Total		\$0.00
Prime Consultant Total		\$65,282.00
Total for all work		\$65,282.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The 

Local Public Agency Type
County

 of 

Local Public Agency
Winnebago County

By (Signature & Date)  

--

By (Signature & Date)  

--

Local Public Agency  

Winnebago County
------------------

Local Public Agency Type  

County
--------

 Clerk

Title  

County Board Chairman
-----------------------

(SEAL)

Executed by the ENGINEER:

Attest: 

Prime Consultant (Firm) Name
Hutchison Engineering, Inc.

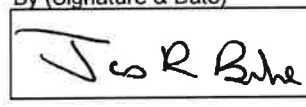
By (Signature & Date)  

 12/9/24
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Title  

Assistant Secretary
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By (Signature & Date)  

 12/9/24
---

Title  

Executive Vice President
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APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)  

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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Hutchison Engineering, Inc.	Winnebago	24-08125-00-BR

**EXHIBIT A  
SCOPE OF SERVICES**

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

- 1) Make or cause to be made such detailed surveys as necessary for the preparation of detailed roadway plans. Surveys should include coordination with all potential utilities in the project area for location accuracy.
- 2) Make or cause to be made such stream and flood plain hydraulic surveys as necessary, and gather high water data and flood histories for the preparation of detailed structure plans.
- 3) Prepare the necessary environmental survey request (ESR) documents in accordance with the procedures adopted by the Department's Bureau of Local Roads & Streets. Complete the necessary ESR submittal to the Department for project environmental clearance.
- 4) Prepare a Bridge Condition Report documenting the condition of the existing structure. Submit the report to the client and the Department for project approval.
- 5) Model the natural, existing, and proposed hydraulic conditions taking into account the project location hydrology. Prepare a Preliminary Bridge Design and Hydraulic Report including high-water effects on roadway overflows and bridge approaches. Submit the report to the client and Department for project approval.
- 6) Coordinate project details and preliminary plans with all impacted utilities early and often throughout the design process.
- 7) Prepare an Army Corps of Engineers Permit application, and Department of Natural Resources-Office of Water Resources Permit application (if necessary), including structure waterway sketches.
- 8) Make complete general and detailed plans, specifications, special provisions, proposals, and estimates of cost and time, and furnish the local agency with copies of the plans, specifications, special provisions, proposals and estimates.
- 9) Quality Control / Quality Assurance (QC / QA) of final plans, specifications, and estimates.
- 10) Completion of required Structural Load Rating Summary (SLRS) reports for the Department.
- 11) Checking of shop drawings as may be required.
- 12) Provide administrative oversight for the project through the preliminary engineering and design engineering phases.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Hutchison Engineering, Inc.	Winnebago	24-08125-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

This project is targeting an October 2025 local letting.



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Hutchison Engineering, Inc.	Winnebago	24-08125-00-BR

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

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

Form Not Applicable (engineering services less than the threshold)

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

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





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

<b>Local Public Agency</b> Winnebago County / Pecatonica Township	<b>County</b> Winnebago	<b>Section Number</b> 24-08125-00-ER	<b>Date</b> 1/25/2024
<b>Prime Consultant (Firm) Name</b> Hutchison Engineering, Inc.	<b>Prepared By</b> Thomas Winkelman		
<b>Consultant / Subconsultant Name</b> Hutchison Engineering, Inc.	<b>Job Number</b>		

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

**Remarks**  
 TR 4 (Goette Road) over Pink Creek. SN 101-3092

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	18 MONTHS	<b>OVERHEAD RATE</b>	176.33%
<b>START DATE</b>	1/1/2025	<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	1/1/2026	<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	6/30/2026		

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	Contract	% of
0	1/1/2025	1/1/2026	12	66.67%	
1	1/2/2026	7/1/2026	6	34.00%	

The total escalation = 0.67%





**Local Public Agency**

Winnebago County / Pecatonica Township

**County**

Winnebago

**Section Number**

24-08125-00-BR

**Consultant / Subconsultant Name**

Hutchison Engineering, Inc.

**Job Number**

**DIRECT COSTS WORKSHEET**

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)		\$110.00	\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	400	\$0.67	\$268.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)	20	\$25.00	\$500.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	50	\$13.00	\$650.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
GPS Survey Equipment	Actual Cost	1	\$200.00	\$200.00
Robotic Total Station Survey Equipment	Actual Cost	5	\$100.00	\$500.00
Per Diem Meals - Full Day	Up to state rate maximum		\$68.00	\$0.00
Per Diem Meals - Travel Day	Up to state rate maximum		\$51.00	\$0.00
			<b>TOTAL DIRECT COSTS:</b>	<b>\$2,118.00</b>



**Local Public Agency**

Winnebago County / Pecatonica Township

**Consultant / Subconsultant Name**

Hutchison Engineering, Inc.

**County**

Winnebago

**Section Number**

24-08125-00-BR

**Job Number**

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

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Field Survey - Roadway & Stream			Environmental Survey Request			Bridge Condition Report			Hydraulic Modeling & Report			Utilities & Permitting		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Engineering Technician 1	25.34	0.0																	
Engineering Technician 2	30.20	48.0	10.19%	3.08	48	62.34%	18.83												
Engineering Technician 3	36.43	4.0	0.85%	0.31															
Engineering Technician 4	46.50	28.0	5.94%	2.76	24	31.17%	14.49									4	50.00%	23.25	
Engineering Technician 5	55.29	0.0																	
Engineering Technician 6	64.18	0.0																	
Engineer 1	34.10	148.0	31.42%	10.71	2	2.60%	0.89									8	50.00%	17.05	19.48
Engineer 2	40.07	84.0	17.83%	7.15												4	25.00%	10.02	28.57%
Engineer 3	52.60	102.0	21.56%	11.39												4	25.00%	13.15	14.29%
Engineer 4	63.22	42.0	8.92%	5.64															
Engineer 5	71.90	14.0	2.97%	2.14	3	3.90%	2.80	6	100.00%	71.90									
Architect 3	50.33	0.0																	
Architect Associate	30.96	0.0																	
Project Manager	84.64	0.0																	
Principal of Firm	86.00	1.0	0.21%	0.18															
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
<b>TOTALS</b>		471.0	100%	\$43.36	77.0	100.00%	\$97.01	6.0	100%	\$71.90	16.0	100%	\$40.21	112.0	100%	\$38.44	8.0	100%	\$40.30

**Local Public Agency**

Winnebago County / Pecatonica Township

**Consultant / Subconsultant Name**

Hufchison Engineering, Inc.

**County**

Winnebago

**Section Number**

24-08125-00-BR

**Job Number**

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

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Structure Design			Approach Roadway Design			Specifications / Final PS&E			QC / QA			SLRS - Structure Load Rating Summary			Shop Drawings					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineering Technician 1	25.34																					
Engineering Technician 2	30.20																					
Engineering Technician 3	35.43																					
Engineering Technician 4	46.50																					
Engineering Technician 5	55.29																					
Engineering Technician 6	64.18																					
Engineer 1	34.10	8	5.67%	2.27	40	55.56%	18.94	16	57.14%	19.48												
Engineer 2	40.07	16	13.33%	5.34	24	33.33%	13.36	8	28.57%	11.45												
Engineer 3	52.60	64	53.33%	28.05	8	11.11%	5.84	4	14.29%	7.51	4	50.00%	26.30	2	25.00%	13.15	6	100.00%	63.22	6	75.00%	25.57
Engineer 4	63.22	32	26.67%	16.86							4	50.00%	31.61									
Engineer 5	71.90																					
Architect 3	50.93																					
Architect Associate	30.96																					
Project Manager	84.84																					
Principal of Firm	86.00																					
<b>TOTALS</b>		120.0	100%	\$52.53	72.0	100%	\$38.14	28.0	100%	\$38.44	8.0	100%	\$57.91	6.0	100%	\$63.22	8.0	100%	\$63.22	6.0	100%	\$38.72

**Local Public Agency**  
 Winnebago County / Pecatonica Township  
**Consultant / Subconsultant Name**  
 Hutchison Engineering, Inc.

**County**  
 Winnebago

**Section Number**  
 24-08125-00-BR  
**Job Number**

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

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Administration			Category 1			Category 2			Category 3			Category 4		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineering Technician 1	25.34															
Engineering Technician 2	30.20															
Engineering Technician 3	38.43	4	40.00%	14.57												
Engineering Technician 4	46.50															
Engineering Technician 5	55.29															
Engineering Technician 6	64.18															
Engineer 1	34.10															
Engineer 2	40.07															
Engineer 3	52.60															
Engineer 4	53.22															
Engineer 5	71.90	5	50.00%	35.95												
Architect 3	50.33															
Architect Associate	30.96															
Project Manager	84.84															
Principal of Firm	86.00	1	10.00%	6.60												
<b>TOTALS</b>		10.0	100%	\$55.12	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



STATE OF ILLINOIS  
**WINNEBAGO COUNTY HIGHWAY DEPARTMENT**  
TOWNSHIP BRIDGE PROGRAM  
SECTION NO.: 24-08125-00-BR

**IDOT SN 101-3092**  
**GOEKE ROAD (TR 4) OVER PINK CREEK**  
**LOCATION MAP**



**IDOT SN 101-3092 (WCHD SN TR0004)**



WINNEBAGO COUNTY BOARD DISTRICT 1

**ADT: 75 (2022)**  
**FUNCTIONAL CLASSIFICATION: LOCAL ROAD**  
**TOWNSHIP: PECATONICA**  
**PROPOSED IDOT SN: 101-3092 (SAME)**





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, January 14, 2025

**Resolution Title: (25-005)** Resolution Authorizing a Joint Funding Agreement with the State of Illinois for Elmwood Road Resurfacing from Owen Center Road to IL-2 and for Appropriating RBI Funds

**Board Meeting Date:** Thursday, January 23, 2025

**Budget Information:**

<b>Was item budgeted</b>	Yes	<b>Appropriation Amount:</b> \$1,600,000
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	461/464 - 46330	<b>Budget Impact:</b> \$1,600,000

**Background Information:**

This agreement will allow the County to use Truck Access Route Program (TARP) funds that were awarded for this project. Construction will take place in the summer of 2025 and it will include widening and resurfacing Elmwood Road, providing paved shoulders, safety and edge rumble strips, high visibility pavement markings and other related work. Rebuild Illinois (RBI) funds will also be used.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval, agreement will be submitted to the State for final execution.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT WITH THE  
STATE OF ILLINOIS FOR ELMWOOD ROAD RESURFACING FROM  
OWEN CENTER ROAD TO IL-2 AND FOR APPROPRIATING RBI FUNDS**

**WHEREAS**, the Winnebago County Highway Department applied to the State of Illinois Department of Transportation for Truck Access Route Program (TARP) funds for the resurfacing of Elmwood Road (CH-66) from Owen Center Road to IL-2, Section 23-00722-00-RS; and

**WHEREAS**, the total estimated cost for construction and construction engineering is \$1,800,000 with the County being selected to receive TARP funds for said improvement at a not to exceed amount of \$208,800; and

**WHEREAS**, in order to supplement the TARP funds, an estimated amount of \$1,600,000 will need to be appropriated from Rebuild Illinois (RBI) Funds for construction and construction engineering; and

**WHEREAS**, it would be in the public interest to enter into the attached Local Public Agency Agreement for State Participation for the resurfacing of Elmwood Road from Owen Center Road to IL-2 and to appropriate monies from Rebuild Illinois (RBI) Funds to cover the County's share of the cost of construction.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute on behalf of the County of Winnebago, the attached Joint Funding Agreement and that the sum of six-hundred and thirty thousand (\$1,400,000) is appropriated from the County's RBI funds via BLR 09110 in substantially the form attached hereto under Section 23-00722-RS; and


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

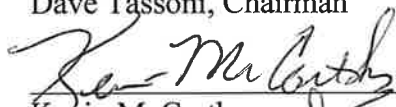
**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

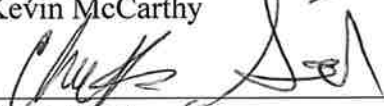
**Respectfully submitted  
PUBLIC WORKS COMMITTEE**

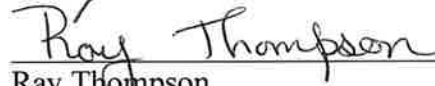
**AGREE**

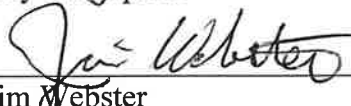
**DISAGREE**

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

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

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

  
\_\_\_\_\_  
Ray Thompson

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

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

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

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

\_\_\_\_\_  
Ray Thompson

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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



**Joint Funding Agreement for  
State Participation**

State Participation    Economic Development Program    Truck Access Route Program (TARP)

**LOCAL PUBLIC AGENCY**

Local Public Agency	County	Section Number
Winnebago County	Winnebago	23-00722-00-RS

<b>Construction</b>	<b>Engineering</b>	<b>Right-of-Way</b>
State Job Number	State Job Number	State Job Number
C-92-036-25		

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Elmwood Road	FAU 5035	1.99	0.00	1.99

Location Termini

Owen Center Road to IL 2 (N. Main Street)

Current Jurisdiction	Existing Structure Number(s)	Add Location
Winnebago County		Remove

**PROJECT DESCRIPTION**

The project consists of the placement of two (2) lifts of HMA, longitudinal joint sealer, earth excavation associated with the construction of a HMA shoulder, aggregate shoulder wedge, incidental HMA surfacing, rumble strips at the edge of shoulder and at the centerline of pavement, pavement markings, removal and replacement of pipe culverts with end sections and other ancillary work.

Local Public Agency	Section Number	Construction State Job Number	Engineering State Job Number	Right-of-Way State Job Number
Winnebago County	23-00722-00-RS	C-92-036-25		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois acting by and through its Department of Transportation, herein referred to as the "STATE". The STATE and LPA joint proposes to improve the designated location as described in the Location and Project Description sections of this Agreement. The improvement shall be developed and constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's Motor Fuel Tax policies and procedures.

## I. GENERAL

1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE 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 the LPA by the STATE funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing to LPA 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 Section will be effective upon the date of the written notice unless otherwise indicated.

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.

1.3. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.4. Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1
- b. If LPA fails to comply with the terms and conditions of this funding 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.

## II. REQUIRED CERTIFICATIONS

This Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Bribery. The LPA certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

2.2 Bid Rigging. LPA 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-f of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.3 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and the LPA acknowledges STATE may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.4 Debarment. The LPA certifies to the best of its knowledge and belief that it's officials:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.5 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the



Local Public Agency	Section Number	Construction State Job Number	Engineering State Job Number	Right-of-Way State Job Number
Winnebago County	23-00722-00-RS	C-92-036-25		

requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

**2.6 Criminal Convictions.** The LPA certifies that neither it nor any managerial agent of LPA has been convicted 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 at least five (5) years have passed since the date of conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

**2.7 Improper Influence.** The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

**2.8 Telecom Prohibition.** The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

**2.9 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6)** The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

**2.10 Organizational Conflict of Interest.** The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.

### III. AUDIT AND RECORD RETENTION

**3.1 STATE Audits.** The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.

**3.2 Record Retention.** The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. 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.

**3.3 Accessibility of Records.** The LPA shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, and any other person as may be authorized by the STATE (including auditors), by the State of Illinois. The LPA shall cooperate fully in any such audit or inquiry.

**3.4 Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this

Local Public Agency	Section Number	Construction State Job Number	Engineering State Job Number	Right-of-Way State Job Number
Winnebago County	23-00722-00-RS	C-92-036-25		

contract.

#### IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for work specified under this Agreement.

4.2 Reimbursement Requests. For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

**LPA's** must justify continued funding on inactive projects. An inactive project is defined as a project with no expenditures for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) months period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the date of execution of this Agreement. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.3 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.4 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate closeout of the project and loss of further funding.

4.5 Project End Date: The period of performance (end date) for state obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the Agreement. Joint agreement amendments for time extensions must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

#### V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum) in a manner satisfactory to the **STATE**.

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for



Local Public Agency	Section Number	Construction State Job Number	Engineering State Job Number	Right-of-Way State Job Number
Winnebago County	23-00722-00-RS	C-92-036-25		

enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on STATE awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

5.11 To provide all initial funding and payment for work specified under this Agreement.

5.12 The LPA agrees to pass an ordinance/resolution clearly defining the limits of the proposed 80,000 pound truck route and identifying the truck route class. A copy of said ordinance/resolution is attached as Schedule 3. Such truck route shall be properly signed in accordance to the Illinois Manual of Uniform Traffic Control Devices. Cost of truck signing is included in the estimated cost of the Project.

## VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.

6.2 To reimburse the LPA for the state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA.

6.3 To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

## SCHEDULES

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

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	80,000lb Truck Access Resolution
<input checked="" type="checkbox"/>	4.	Funding Resolution
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Local Public Agency	Section Number	Construction State Job Number	Engineering State Job Number	Right-of-Way State Job Number
Winnebago County	23-00722-00-RS	C-92-036-25		

**AGREEMENT SIGNATURES EXECUTION**

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature

Date

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

DUNS Number 010243822

UEI \_\_\_\_\_

**APPROVED**

State of Illinois  
 Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

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

Date

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

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

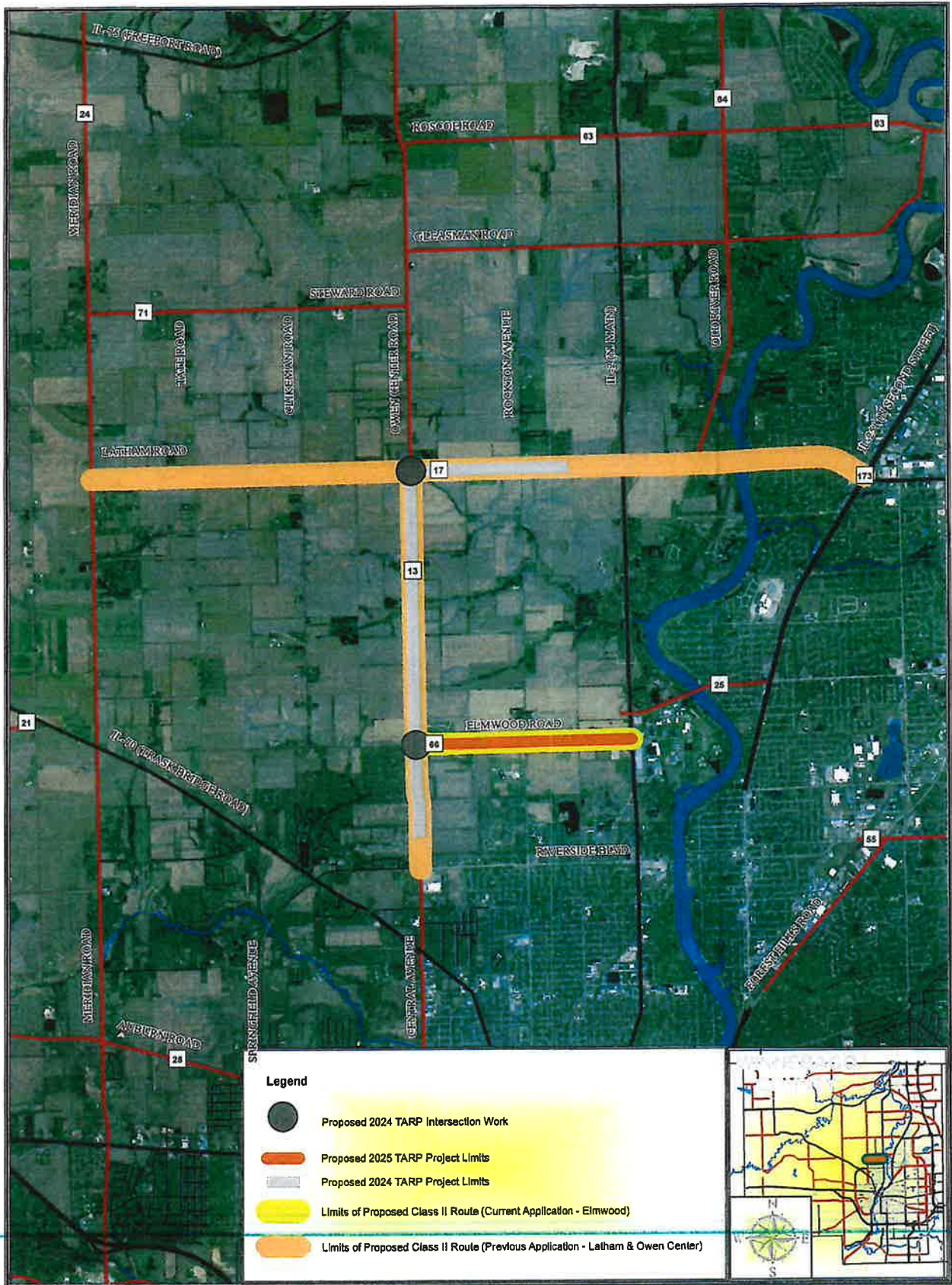
Date

**NOTE:** If the LPA Signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



# WINNEBAGO COUNTY HIGHWAY DEPARTMENT

## FY 2025 TARP Location Map (Elmwood Road)





Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Resolution Type: Original, Resolution Number, Section Number: 23-00722-00-RS

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

Governing Body Type, Local Public Agency Type, Name of Local Public Agency, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Elmwood Road (CH-66), 1.99, FAU 5035, East of Owen Center Road, West of IL-2 (N. Main Street)

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

the placement of 2 HMA lifts, joint sealer, construction of HMA shoulders, aggregate shoulder wedge, rumble strips at edge of shoulder and at the centerline, pavement markings, removal and replacement of pipe culverts with end sections and other ancillary work using RBI funds.

2. That there is hereby appropriated the sum of one million four hundred thousand

Dollars (\$1,600,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

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

Name of Clerk, Local Public Agency Type, Name of Local Public Agency, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Winnebago at a meeting held on Date

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

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, January 14, 2025

**Resolution Title:** (25-006) Ordinance Amending Chapter 82 of the Winnebago County Code Designating Elmwood Road (CH-66) from Owen Center Road (CH-13) to IL Route 2 as a Class II Truck Route

**Board Meeting Date:** Thursday, January 23, 2025

**Budget Information:**

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

**Background Information:**

In order to utilize the \$208,800 Truck Access Route Program (TARP) funds that were designated for improvements to Elmwood Rd, this section of road needs to be designated as a Class II Truck Route. This will take effect after the improvements are completed in the summer of 2025.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval, it will be submitted to the State.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**25-000**

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

**ORDINANCE AMENDING CHAPTER 82 OF THE WINNEBAGO COUNTY CODE  
DESIGNATING ELMWOOD ROAD (CH-66)  
FROM OWEN CENTER ROAD (CH-13) to IL Route 2  
AS A CLASS II TRUCK ROUTE**

**WHEREAS** the County of Winnebago has programmed improvements for Elmwood Road from Owen Center Road to IL-2 (North Main Street) under Section 23-00722-00-RS); and

**WHEREAS** the Illinois Department of Transportation has allocated Truck Access Route Program (TARP) funds for participation in this project; and

**WHEREAS** to obtain TARP funding the above noted roadway segments will need to be designated as Class II Truck Routes; and

**WHEREAS** by resolution the Board of the County of Winnebago has authorized the execution of an agreement with the State of Illinois Department of Transportation for TARP funding of the above noted roadway segment; and

**WHEREAS** Chapter 82 of the Winnebago County Code regulates traffic and vehicles upon highways within the Winnebago County Highway System; and

**WHEREAS** Section 15-102 et. seq. of the Illinois Vehicle Code, 625 ILCS 5/15 102 et. seq. permits the County of Winnebago to designate the class of highway within the Winnebago County Highway System; and

**WHEREAS** it would be in the public interest to designate the above noted roadway segments on portions of County Highway 66 as Class II Truck Route.

**NOW THEREFORE BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois Section 82-102 of the Winnebago County Code is hereby amended to read as follows:

Sec. 82-102. – Class II highways.

**ELMWOOD ROAD (CH-66) from OWEN CENTER ROAD (CH-13) to IL Route 2**

**BE IT FURTHER ORDAINED** that this Ordinance shall be in full force and effect immediately upon its adoption but the amended Class II designation determined and declared herein shall not become effective until the completion of the construction of improvements to Elmwood Rd, County Highways 66, its acceptance by the County Engineer, and the appropriate signs giving notice of the weight limit and highway classification are erected.

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

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

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


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

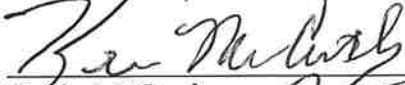


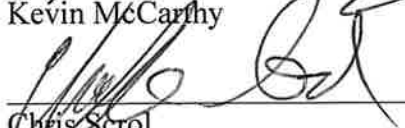
Respectfully submitted  
PUBLIC WORKS COMMITTEE

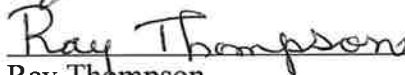
AGREE

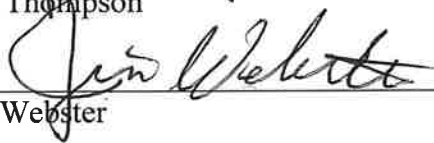
DISAGREE

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

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

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

  
 \_\_\_\_\_  
 Ray Thompson

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

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

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

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

\_\_\_\_\_  
 Ray Thompson

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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



Resolution Establishing a Class II or Prohibited Truck Route

Resolution Number [ ]

WHEREAS, the State of Illinois by its General Assembly has enacted the Illinois Vehicle Code, and WHEREAS, 625 ILCS 5/1-126.1 provides that local authorities may designate Class II or Prohibited Truck Route highways within their jurisdiction, and its accordance with 625 ILCS 5/15-111(f), weight limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, County [ ] of Winnebago [ ] is desirous of designating truck routes under their jurisdiction as follows:

NOW THEREFORE, BE IT RESOLVED, that the portion of roadways as listed below will be designated as shown.

Table with 5 columns: Route/Street Name(s), Beginning Termini, Ending Termini, Length, Designation. Row 1: Elmwood Road (CH-66), Owen Center Road, IL Route 2, 1.99, Class II Truck Route

Add Row

BE IT FURTHER RESOLVED, that County [ ] of Winnebago [ ] in accordance with 625 ILCS 5/15-116 which requires local public agencies to provide the Department of Transportation with reference contact names and telephone numbers provides contact information as follows:

in accordance with 625 ILCS 5/15-116 which requires local public agencies to provide the Department of Transportation with reference contact names and telephone numbers provides contact information as follows:

Table with 3 columns: Name, Title, Phone Number. Rows: Carlos Molina (County Engineer, (815) 319-4000), Sean Von Bergen (Assistant County Engineer, (815) 319-4000), Matt Fox (Senior Civil Engineer, (815) 319-4000)

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit three (3) certified originals of this resolution to the district office of the Department of Transportation along with a location map indicating the roadways being classified.

I, Lori Gummon, County [ ] Clerk in and for said County [ ] of Winnebago [ ] in the State aforesaid, and keeper of the records and files thereof,

as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by County [ ] of Winnebago [ ] at a meeting held on 01/23/2025

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23 day of 01/2025

(SEAL, if required by the LPA)

Signature & Date [ ]

# WINNEBAGO COUNTY HIGHWAY DEPARTMENT

## FY 2025 TARP Location Map (Elmwood Road)



Revised: 12/4/2023

Document Path: C:\Users\mlax\Desktop\TARP (Elmwood)\TARP Exhibit\_Elmwood.mxd  
 Printed on: 12/4/2023





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, January 14, 2025

**Resolution Title:** (25-007) Resolution Authorizing an Engineering Agreement with Fehr Graham to Provide Phase II Engineering and Right-Of-Way Services for Owen Center Road from Riverside Boulevard to Latham Road

**Board Meeting Date:** Thursday, January 23, 2025

**Budget Information:**

<b>Was item budgeted</b> Yes	<b>Appropriation Amount:</b> \$ 420,000
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 464-46331	<b>Budget Impact:</b> \$ 419,700

**Background Information:**

The County Highway Department was allocated \$2.657 million in federal safety funds (HSIP) for construction of this project. This agreement is for Phase 2 Design Engineering which includes preparation of plans, bid proposals, right-of-way plats and other documents required for land acquisition needed for this project. Phase I engineering is almost complete and we expect approval by the State within the next two months.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

Agreement will be submitted to the State for approval.

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING AN ENGINEERING AGREEMENT WITH  
FEHR GRAHAM TO PROVIDE PHASE II ENGINEERING  
AND RIGHT-OF-WAY SERVICES FOR  
OWEN CENTER ROAD FROM RIVERSIDE BOULEVARD TO LATHAM ROAD**

**WHEREAS** the Winnebago County Highway Department has received some \$2,657,433 from the Illinois Department of Transportation's (IDOT) Highway Safety Improvement Program (HSIP) to improve Owen Center Road from West Riverside Boulevard to Latham Road; and

**WHEREAS**, there is insufficient County Highway Engineering staff to complete Phase II Design Engineering and right-of-way services, which requires a Licensed Surveyor, in time before the HSIP funds lapse; and

**WHEREAS**, Fehr Graham has agreed to provide Phase II Design Engineering and all documents needed to purchase right-of-way for this project for a not to exceed price of \$419,700; and

**WHEREAS** it would be in the public interest to enter into the attached Local Public Agency Engineering Services Agreement (AGREEMENT) and that the sum of \$420,000 is appropriated from the Motor Fuel Tax fund to pay for the work.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Local Public Agency Engineering Services Agreement with Fehr Graham at a not to exceed price of \$419,700, and that the sum of four hundred twenty thousand dollars (\$420,000) is appropriated from the Motor Fuel Tax fund to pay for the work; and both in substantially the forms attached hereto under Section 22-00712-00-SP; and

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

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

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

**Respectfully submitted**

**PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

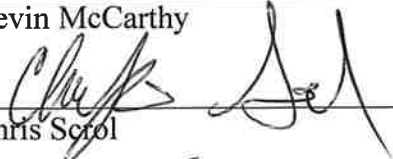


\_\_\_\_\_  
Dave Tassoni, Chairman


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

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Kevin McCarthy

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Kevin McCarthy

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

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

  
\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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



# Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No

Agreement For:  Agreement Type:  Number:

### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Winnebago County	Winnebago	22-00712-00-SP	N/A
Project Number	Contact Name	Phone Number	Email
	Carlos Molina	(815) 319-4031	cmolina@hwy.wincoil.gov

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Owen Center Road (C.H. 13)	FAS 1063		N/A
Location Termini			<input type="button" value="Add Location"/>
Riverside Boulevard and Latham Road			<input type="button" value="Remove Location"/>

#### Project Description

Improve the safety of this section of roadway, which includes the addition of HMA safety shoulders with rumble strips. The project also includes an HMA overlay, concrete box culvert replacement and intersection improvements at Elmwood and Latham Road. Roundabout intersection will be constructed at Elmwood Road.

Engineering Funding:  MFT/TBP  State  Other

Anticipated Construction Funding:  Federal  MFT/TBP  State  Other

### AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

### CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Fehr Graham	Mick Gronewold	(815) 394-4700	mgronewold@fehrgraham.com
Address	City	State	Zip Code
200 Prairie Street, Suite 200	Rockford	IL	61101

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

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

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

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

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER



shall be due and payable to the ENGINEER.

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

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

Percent

Lump Sum \$419,700.00 (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Fehr Graham	36-2780335	\$397,907.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Gonzalez Companies	43-1872209	\$21,793.00
Subconsultant Total		\$21,793.00
Prime Consultant Total		\$397,907.00
Total for all work		\$419,700.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The  of

By (Signature & Date)

By (Signature & Date)

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)  
 12/13/2024

Title

By (Signature & Date)  
 12/13/2024

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Fehr Graham	Winnebago	22-00712-00-SP

**EXHIBIT A  
SCOPE OF SERVICES**

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

See attached Exhibit A

EXHIBIT A

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

December 13, 2024

Mr. Carlos Molina, PE  
County Engineer  
Winnebago County Highway Department  
424 N. Springfield Avenue  
Rockford, IL 61101-5097

**Re: Proposal for Phase II Engineering  
County Highway 13 (Owen Center Road) Safety Improvements  
Sec 22-00712-00-SP**

Dear Mr. Molina,

Fehr Graham is pleased to present to you the following proposal for the additional work required to attain the land acquisition work and the Phase II engineering services related to the above-referenced project to meet the project's deadline to be federally authorized by October 1, 2025. This additional work encompasses the land acquisition services required to attain parcels from properties and the bid documents required to construct the project.

The following is our anticipated additional scope of services to complete the land acquisition and Phase II engineering services, as requested by the Winnebago County Highway Department, to advance the Owen Center Road Project (Riverside to Latham) to construction and will serve as the basis for the engineering services contract:

**SCOPE OF SERVICES**

The overall project is Phase I / Phase II, which involves resurfacing, widening existing pavement, safety improvements, and intersection improvements along Owen Center Road from north of Riverside Boulevard to north of Latham Road.

This additional scope is to provide land acquisition assistance and Phase II engineering services for the above project. The specific scope includes the following:

**A. LAND ACQUISITION:**

- Fehr Graham (FG) will assist with the proposed right-of-way (ROW) takes and temporary construction easements (TCE) needed to complete the above project. FG will survey the seventeen (17) existing parcels along Owen Center Road anticipated for ROW or TCE plus up to seventeen (17) section corner monument records needed to tie these ROW takes and TCE to the Public Land Survey System.
- » *Field Work* – Initial reconnaissance of boundary surveys, searching and measuring monumentation and occupation of indicated properties and section corners.
  - » *Title Commitments* – Title Commitment searches for the seventeen (17) ROW takes and TCEs are not part of this scope and will be provided by WCHD.
  - » *Courthouse Research* – Based on the seventeen (17) parcels, Fehr Graham will research the parcel documents recorded in the county records. Copies and certifications of the parcel documents will be paid based on the Winnebago County's Courthouse fees.

## EXHIBIT A

December 13, 2024

Mr. Carlos Molina, PE – Winnebago County Highway Department  
Proposal Owen Center Road Safety Improvement: Land Acquisition  
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- » *Calculation Work* – Fehr Graham will use the above courthouse documents to calculate the existing and proposed ROW and TCEs.
- » *Plat Creation* – Fehr Graham will create the plat of highways based on the calculated work from the courthouse research.
- » *Legal Description Writing* – Fehr Graham will create legal descriptions for the proposed ROW takes, PE, and TCEs. The Legal Descriptions will incorporate any commitments discovered during WCHD's title searches.
- » *Monument Records* – This work includes producing and recording the required section corner monument records.
- » *Field Work – Proposed ROW Pinning - Setting permanent monumentation for ROW takes and section corners.*

### **B. Data Review:**

- » Perform a plan-in-hand review of the preliminary plans, survey, utilities, and proposed land acquisition.
- » Review geotechnical data supplied by WCHD.

### **C. Plan Preparation:**

This task includes the preparation of the following sheets and miscellaneous items in accordance with the BDE Manual, Chapter 63.

- » Cover Sheet
- » Index of Sheets and List of Highway Standards
- » General Notes and Commitments
- » Summary of Quantities
- » Typical Sections - Existing and Proposed
  - Mix Requirements – The Mix Table for the HMA overlay from Phase 1 approved Pavement Design
  - Typical Sections along Owen Center Road at tangent and superelevated areas along with intersection locations.
  - Typical Sections for Elmwood Road
  - Typical Sections carried forward from Phase 1 for Latham Road
  - An Aggregate Wedge Shoulder detail to address the drop-off from the HMA overlay.
  - Curb and gutter detail for intersections.
  - Owen Center Road Superelevation Detail
- » Schedule of Quantities
  - Quantity Calculations (Excel Format)
    - Compute, organize, and index quantities for each milestone.
    - Milestones include:
      - Final
      - PS&E
  - Tree Removal quantities
  - Earthwork Schedule
    - Pre-Final
    - Final

## EXHIBIT A

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Proposal Owen Center Road Safety Improvement: Land Acquisition  
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- » Horizontal and Vertical Control
  - Owen Center Road and Latham Road
  - Elmwood Road roundabout
- » Roadway Plan (Plan and Profiles Sheets for existing and proposed)
  - Assume nineteen (19) plan and profile sheets for Owen Center Road
  - Assume three (3) plan and profile sheets for Elmwood Road
  - Assume three (3) plan and profile sheets for Latham Road
  - Plan sheets will include:
    - Removals
    - Resurfacing
    - Reconstruction at intersections
    - Patching for Culvert Structure No. 13-11
    - Aggregate wedge shoulders
    - Curb and gutter and median improvements
    - Guardrail improvements
  - Roadway Details
    - Guardrail Reflector, Type C (Special) (1 Sheet)
    - Guardrail Erosion Control Treatments – Half (1 Sheet)
    - Safety Edge (SMART or 3P) – Half
    - Pavement Patch for Hot-Mix Asphalt Surfaced Pavement – Quarter (1 Sheet)
    - Delineator and Post Orientation – Quarter
- » Right-of-Way Plats Incorporation – Assume seventeen (17) Plats.
- » Maintenance of Traffic and Construction Staging (MOT).
  - MOT Typical Sections will be provided for each stage
  - MOT plans will be provided at the intersections
    - Tullocks Wood Trail – one (1) double plan sheet
    - Kesteven Square Drive – one (1) double plan sheet
    - Elmwood – three (3) double plan sheets
    - Latham – three (3) double plan sheets
  - MOT plans for the remainder of the project will not be supplied. MOT for these sections will be provided via IDOT Highway Standards or District Details.
  - Detour will be provided when replacing the culvert and construction of the center of the Elmwood Roundabout.
  - District 2 Details
    - Work Zone Sign Details (4 sheets)
    - Remove and Re-erect Steel Plate Beam Guardrail (4 sheets)
- » Erosion and Sediment Control Details
  - These sheets are **not included** in the Scope of Services. Erosion control measures will be shown with the **Landscaping Sheets**



## EXHIBIT A

December 13, 2024

Mr. Carlos Molina, PE – Winnebago County Highway Department  
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- » Drainage and Utilities Sheets
  - Assume nineteen (19) plan and profile sheets for Owen Center Road
  - Assume three (3) plan and profile sheets for Elmwood Road
  - Assume three (3) plan and profile sheets for Latham Road
  - Assume two (2) transverse storm profile sheets
  - Sheets will include:
    - Ditch profiles
    - Longitudinal storm sewer runs in profile
    - Transverse storm sewer profiles
    - Storm sewer structures and pipes
  - Drainage Details
- » Jointing Details
  - Owen Center Road and Elmwood Intersection
- » Intersection Details (Pavement Elevations at the Intersection)
  - Elmwood Road intersection elevations, profiles, and grading details
  - Latham Road intersection elevations, profiles, and grading details
- » ADA Ramp Details and Grade Tables
  - Elmwood Road intersection
  - Latham Road intersection does not have ADA Ramps included in this scope
- » Pavement Marking and Signing Plans
  - Assume one (1) double plan sheet at Redington Chase Intersection
  - Assume one (1) plan sheet for the Owen Center/Elmwood Roundabout
  - Assume one (1) double plan sheet north and south of Owen Center/Elmwood Roundabout
  - Assume one (1) double plan sheet east and west of Owen Center/Elmwood Roundabout
  - Assume one (1) double plan sheet at Northline Drive Intersection
  - Assume one (1) plan sheet for the Owen Center and Latham intersection
  - Assume one (1) double plan sheet north and south of Owen Center/Latham intersection
  - Assume one (1) double plan sheet east and west of Owen Center/Latham intersection
  - Signing and District 2 pavement marking details
  - Pavement Marking Details (4 sheets)
- » Signing Details and Schedules
  - **No custom signing details are anticipated.**
  - Standard MUTCD signing will be used for the signs
  - A signing schedule sheet will be provided to track sign relocation, removal, replacement, and addition.
- » Landscaping Plans
  - Landscaping restoration will include Erosion and Sediment Control Plans and Details
- » Lighting Plans
  - Lighting plans will be done by a subconsultant – Gonzalez
  - Lighting plans will be provided for the Elmwood Road intersection
  - Lighting at Latham Road will be a single ComEd owned light on the utility pole in the northwest corner (This can be done as a ComEd application separate from the plan set).
  - Lighting is not applicable to the remaining intersections within this project and is **not included** in the Scope of Services.

## EXHIBIT A

December 13, 2024

Mr. Carlos Molina, PE – Winnebago County Highway Department  
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- » Traffic Signal Plans - Permanent traffic signals are not applicable to this project and are **not included** in the Scope of Services.
- » Temporary Traffic Signal Plans - Temporary traffic signals are not applicable to this project and are **not included** in the Scope of Services.
- » Structure Plans
  - Structure Replacement for Culvert WCHD Structure No. 13-11
- » Wetland Plans – Wetland sheets are not anticipated and is **not included** in the Scope of Services. Any wetlands will be depicted in the **Drainage and Utilities Sheets**
- » Special Details – Special Detail sheets are not anticipated and is **not included** in the Scope of Services.
- » Cross Sections used to calculate earthwork quantities
  - Assume forty-two (42) Dual Panel Cross Section Sheets for Owen Center Road
  - Assume two (2) Dual Panel Cross Section Sheets for Elmwood Road
  - Assume seven (7) Dual Panel Cross Section Sheets for Latham Road
- » Highway Standards - will be included as needed.

### D. Utility Coordination

Assumed four (4) hours to coordinate with each utility company including:

- » Sharing Plans and Special Provisions
- » Incorporating Utility required special provisions
- » Reviewing Utility plans for any relocations
- » Service Application for Roadway Lighting
- » Utility sign off for construction
- » Assume eight (8) utility companies for coordination.

### E. Miscellaneous Bid Documents

- » Cost Estimate
  - Pre-Final
  - Final
- » Estimate of Time
  - Pre-Final
  - Final
- » Traffic Management Plan
  - Detour Analysis
  - A detailed Traffic Management Plan is not anticipated and is **not included** in the Scope of Services.
- » PESA Response
- » Pavement Design Form for temporary pavement
- » BDE 63-6 Plan Preparation Checklist
- » Errors and Omissions Checklist

### F. Quantities

- » Summary of Quantities in Excel File is included in the summary of quantities

## EXHIBIT A

December 13, 2024

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**G. Special Provisions - (Word Document & PDF deliverables)**

Special Provisions will be provided with the Pre-Final and Final Submittals.

- » BDE Special Provision Checklist
- » Recurring Special Provisions Checklist
- » District Special Provisions Checklist
- » WCHD Special Provisions
- » Project Specific Special Provisions
- » Insert Special Waste Pay Items, Quantities, and Specifications (if required)(Provided by IDOT)

**H. Dissertation of Comments**

Dispositions for every milestone submittal

- » Pre-Final
- » Final

**I. Meetings**

Fehr Graham's scope includes participation in coordination meetings, as needed.

- » Assume four (4) Coordination and review meetings with WCHD
- » Assume two (2) IDOT Coordination meetings.

**J. Construction Phase Services**

Construction Phase Services are included in the Scope of Services

- » Respond to Requests for Information during the Project Bid
- » Attend the Pre-Construction Meeting
- » Provide CADD Files (design and sheet files) to the Contractor

**K. Quality Control (Fehr Graham)**

Internal quality checks per Fehr Graham QA/QC policy at the following milestones:

- » Pre-Final Plan Review
- » Final Plan Review
- » PS&E Final Submittal

**L. ADMIN / MANAGEMENT**

- » Project management and coordination
- » Documentation, invoicing, data management, etc.

**ANTICIPATED PROJECT SCHEDULE:**

<u>Date</u>	<u>Deliverable</u>
January 2025	Notice to Proceed
March 2025	Preliminary Plats and Legal Descriptions to begin acquisitions
May 2025	Pre-Final Submittal
July 2025	Final P.S. & E. Submittal
September 10, 2025	ROW Acquisition Certified by IDOT
September 13, 2025	Federal Authorization Request
November 7, 2025	Construction Letting

## EXHIBIT A

December 13, 2024  
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Proposal Owen Center Road Safety Improvement: Land Acquisition  
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### DELIVERABLES

The following will be delivered to WCHD:

#### LAND ACQUISITION

- » Five (5) Strip Plats of the new improvement areas (not the full length of the project)
- » Seventeen (17) Individual Property Exhibits
- » Seventeen (17) Descriptions of right-of-way takes
- » Seventeen (17) Description of Temporary Construction Easements
- » Seventeen (17) Monumented, signed, and recorded Monument Records

**Fehr Graham will place property pins at the corners of Seventeen (17) right-of-way take areas.**

#### PHASE II SERVICES

- » Pre-Final Plans, Specifications and Estimates
- » Final Plans, Specifications and Estimates

### EXCLUSIONS AND CLARIFICATIONS

The following notes include clarifications regarding included scope items and exclusions:

- » Detailed surveying and field data collection completed previously
- » Coordination with impacted adjacent property owners
- » Replacement of missing property corner monumentation
- » Title search
- » Architectural Landscaping Plan
- » Bidding documents and bidding services not explicitly listed above
- » Additional PE2 or PE3 scope items not specifically mentioned herein.
- » Onsite and offsite utility extensions and services
- » Additional meeting not specifically noted herein.

*\*Any of the excluded services listed above can be performed at an additional cost to the project upon request.*

### FEES

Based on the information available at this time, Fehr Graham is prepared to provide the Scope of Services as described for the Lump Sum fees as follows:

Land Acquisition Services for seventeen (17) Plats and TCE	\$97,800.00
Phase II Engineering Services	\$321,900.00
<b>Total</b>	<b>\$419,700.00</b>

*\*Payment for the services rendered will be requested via an invoice prepared monthly.*

**EXHIBIT A**

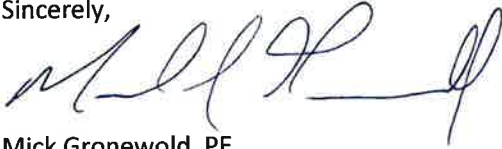
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**AUTHORIZATION**

I trust that the information we have provided is in line with your expectations. Please sign the authorization line below and return a copy to my attention to include this proposed scope and fee in the existing contract (*Fehr Graham Project Number: 24-584*) and the associated terms and general conditions.

Fehr Graham is always willing to commit the necessary resources to this project and provide timely and competent solutions to ensure its progress. We are looking forward to working with you on this project.

Sincerely,



Mick Gronewold, PE  
President

MWG:ted

Enclosure – Manhour and Direct Cost Estimates

Authorization:

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

EXHIBIT A

12/6/2024  
 Project Name: Owen Center Road - Phase I Engineering  
 Project #: 24-0244  
 Fee Type: Lump Sum  
 Client: Project Estimate  
 Prepared by: Jason Dove  
 QA'ed by: Mick Gronewold

ROWID	PHASE, TASKS AND MILESTONES	Principal \$	Lead Engineer 1	Lead Surveyor 5	Senior Engineering Technician 3	Surveyor 5	Project Administrator 4	Engineering Technician 4	Surveyor 5	CIVIL		TOTAL TASK HOURS	TOTAL LABOR COST	Feltz Graham Equipment Direct Exp.	Outside Direct Cost	TOTAL TASK COST
										Surveyor 4	Engineering Technician 4					
0.00	Pre-Engineering and Contract Negotiation	\$284.00	\$294.00	\$194.00	\$171.00	\$153.00	\$110.00	\$110.00	\$162.00	\$171.00	\$110.00					
1.00	Land Acquisition															
1.01	Field Work - Initial Reconnaissance			5	25				25			35	\$ 884.28	\$ 627.00		\$ 1,511.28
1.02	Field Work - CAD Processing			30								30	\$ 936.68	\$ 120.00		\$ 1,056.68
1.03	Outdoors Research											38	\$ 784.48	\$ 510.00	\$ 274.19	\$ 1,568.65
1.04	Calculation Work			28								112	\$ 37,134.26	\$ 2,540.00		\$ 39,674.26
1.05	Plan Creation		23									23	\$ 11,278.16	\$ 735.00		\$ 12,013.16
1.06	Legal Description Writing											2	\$ 584.16	\$ 735.00		\$ 1,319.16
1.07	Manumet Recording				25				25			25	\$ 8,518.16	\$ 627.00	\$ 885.00	\$ 9,030.16
1.08	Field Work - ROW Marking											2	\$ 584.16	\$ 735.00		\$ 1,319.16
1.09																
<b>SUB TOTAL</b>			23	188	51	25			51	188		306	\$ 90,758.00	\$ 6,054.00	\$ 334.38	\$ 97,146.38
<b>TOTAL</b>			23	188	51	25			51	188		306	\$ 90,758.00	\$ 6,054.00	\$ 334.38	\$ 97,146.38
<b>COSTS</b>			\$ 5,842.00	\$ 32,126.40	\$ 8,652.60	\$ 4,195.20			\$ 7,681.20	\$ 32,200.40			\$ 90,758.00	\$ 6,054.00	\$ 334.38	\$ 97,146.38
<b>Total Estimated Labor Cost</b>													\$ 90,758.00			
<b>Total Direct Expense Cost</b>													\$ 6,054.00	\$ 334.38		
<b>Total Proposed Fee</b>													\$ 97,146.38			





## 2025 Personnel Chargeout Rates

Principal	\$234-294
Senior Project Manager	\$197-287
Project Manager	\$165-275
<b>Engineering</b>	
Lead Engineer	\$234-264
Senior Electrical Engineer	\$234-264
Electrical Engineer	\$191-211
Senior Project Engineer	\$133-193
Project Engineer	\$122-182
Project Designer	\$112-182
Designer	\$91-131
Engineer	\$101-191
Senior Structural Engineer	\$191-241
Senior Resident Engineer	\$159-199
Resident Engineer	\$122-172
Water/Wastewater Op Specialist	\$133-173
Senior Engineering Technician	\$101-181
Engineering Technician	\$80-140
GIS Specialist	\$101-111
<b>Surveying</b>	
Land Surveyor	\$154-204
Surveyor	\$112-152
Survey Technician	\$69-99

## Environmental Health and Safety

Senior Project EHS Scientist	\$144-184
EHS Project Scientist	\$128-168
Senior EHS Scientist	\$133-173
EHS Scientist	\$101-131
EHS Specialist	\$91-121
EHS Technician	\$91-131
Senior Project Hydrogeologist	\$144-184
Project Hydrogeologist	\$122-162
Geologist	\$91-101
Hydrogeologist	\$101-141
Senior Biologist	\$133-163
Biologist	\$101-141
Sr. Grant Writer/Community Development Specialist	\$117-137
Grant Writer/Community Development Specialist	\$101-121
Project Coordinator	\$80-130
Project Administrator	\$80-130
Project Assistant	\$94

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.





# EXHIBIT A

## Owen Center Rd. / Elmwood Rd. Roundabout Lighting

### General Description of the Work

Provide design services for proposed new lighting at the new Owen Center Road / Elmwood Road Roundabout in Winnebago County. Proposed roadway lighting improvements will provide new lighting system for the roundabout including poles, fixtures, foundations, controller, handholes, wiring and new ComEd service connection. One existing intersection lighting unit will be removed. Temporary lighting during construction will not be required.

### Scope of Services

1. Review Existing Conditions. Review existing plans for potential utility conflicts with the new roundabout alignment. Consult with ComEd regarding new service location.

Classification	Hours
Project Engineer VI	4
Project Manager X	2
Total Hours	6.0

2. Poles & Fixtures. Research poles and fixtures to be used and obtain correct .ies files for two brands based on desired light distribution to be used for the photometric modeling.

Classification	Hours
Project Engineer VI	4
Project Manager X	2
Total Hours	6.0

3. Lighting Concept Study. Perform lighting concept study and assessment including preliminary photometrics and lighting layout exhibits.

Classification	Hours
Project Engineer VI	14
Project Manager X	2
Total Hours	16.0

4. Lighting Concept Report. Prepare narrative and incorporate study exhibits in concept report for the District's Review and approval.

Classification	Hours
Project Engineer VI	6
Project Manager X	2
Total Hours	8.0

## EXHIBIT A

5. Lighting Layout and Photometrics. Prepare lighting layouts and prepare photometric distribution modeling for two photo metric pattern sets. Adjust layouts accordingly and rerun photometrics and incorporate performance tables for results. Prepare final photometric exhibits and submit to IDOT/County for approval.

<u>Classification</u>	<u>Hours</u>
Project Engineer VI	8
Project Manager X	2
<b>Total Hours</b>	<b>10.0</b>

6. Circuiting and Voltage Drop. Prepare voltage drop calculations based on circuiting and confirm cable sizing.

<u>Classification</u>	<u>Hours</u>
Project Engineer VI	4
Project Manager X	1
<b>Total Hours</b>	<b>5.0</b>

7. Lighting Plans and Details. Prepare roadway lighting plan sheets for Intersection and approach roadways. Prepare single line diagram and standard IDOT lighting detail sheets. Prepare controller circuiting schematic and lighting load table.

<u>Classification</u>	<u>Hours</u>
Technician VII	16
Project Engineer VI	12
Project Manager X	4
<b>Total Hours</b>	<b>32.0</b>

8. Specifications and Special Provisions. Prepare Lighting specifications and special provisions including luminaire performance tables.

<u>Classification</u>	<u>Hours</u>
Project Engineer VI	8
Project Manager X	4
<b>Total Hours</b>	<b>12.0</b>

9. Foundation Design and Details. Review geotechnical report and prepare structural calculations to verify foundation design. Include foundation details with lighting sheets.

<u>Classification</u>	<u>Hours</u>
Technician VII	8
Project Engineer VI	4
Project Manager XII	8
<b>Total Hours</b>	<b>20.0</b>

## EXHIBIT A

10. Submittal Preparation and Cost Estimate. Prepare Preliminary, Pre-final and final plan, submittal documents with quantities and cost estimates.

<u>Classification</u>	<u>Hours</u>
Technician VII	8
Project Engineer VI	8
Project Manager X	2
<u>Total Hours</u>	<u>18.0</u>

11. QA/QC. Provide QA/QC Reviews at all submittal phases.

<u>Classification</u>	<u>Hours</u>
Project Manager VI	4
Project Manager X	4
<u>Total Hours</u>	<u>8.0</u>

12. Administration. Project Administration.

<u>Classification</u>	<u>Hours</u>
Project Manager X	8
<u>Total Hours</u>	<u>8.0</u>

Prime to provide base intersection and roadway geometrics in AutoCad or Microstation format.

EXHIBIT A

Bureau of Design and Environment

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT  
Prepared By  
Work Order # (if applicable)

Gonzalez Companies  
Prime  
K. Hayes  
Owen Center Rd. / Elmwood Rd. Lighting

DATE 12/13/24  
PTB-ITEM# 213-001

CONTRACT TERM 12 MONTHS  
START DATE 12/1/2024  
RAISE DATE 1/1/2025  
END DATE 12/1/2025

OVERHEAD RATE 132.34%  
COMPLEXITY FACTOR 0  
% OF RAISE 2%  
CURRENT SALARY CAP \$86.00

**ESCALATION PER YEAR**

year	First date	Last date	Months	% of Contract
0	12/1/2024	1/1/2025	1	8.33%
1	1/2/2025	12/1/2025	11	93.50%

---

The total escalation = 1.83%

# EXHIBIT A

Bureau of Design and Environment

## PAYROLL RATES

<b>FIRM NAME</b>	<u>Gonzalez Companies</u>	DATE <u>12/13/24</u>
<b>PRIME/SUPPLEMENT</b>	<u>Prime</u>	
<b>PTB-ITEM #</b>	<u>213-001</u>	
<b>Work Order #</b>	<u>Owen Center Rd. / Elmwood Rd. Lighting</u>	

**ESCALATION FACTOR** **1.83%**

*JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.*  
*WORK ORDERS - Classifications and Average Payrates need to match the master work order agreement.*

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE (\$86.00 CAP)
Technician IV	\$27.88	\$28.39
Technician V	\$31.41	\$31.99
Technician VI	\$34.63	\$35.26
Technician VII	\$37.81	\$38.50
Technician VIII	\$42.83	\$43.62
Technician IX	\$46.59	\$47.44
Survey Technician III	\$30.28	\$30.84
Project Engineer II	\$33.58	\$34.20
Project Engineer III	\$36.64	\$37.31
Project Engineer IV	\$38.12	\$38.82
Project Engineer V	\$41.81	\$42.58
Project Engineer VI	\$44.91	\$45.73
Project Engineer VII	\$50.06	\$50.98
Project Engineer VIII	\$53.20	\$54.18
Project Engineer IX	\$56.41	\$57.44
Project Engineer X	\$61.71	\$62.84
Project Manager I	\$51.32	\$52.26
Project Manager II	\$59.13	\$60.21
Project Manager III	\$60.74	\$61.85
Project Manager IV	\$65.40	\$66.60
Project Manager VI	\$68.25	\$69.50
Project Manager VII	\$73.89	\$75.24
Project Manager VIII	\$75.60	\$76.99
Project Manager IX	\$77.14	\$78.55
Project Manager X	\$83.85	\$85.39
Project Manager XII	\$85.93	\$86.00
Principal II	\$86.00	\$86.00



EXHIBIT A

Bureau of Design and Environment

AVERAGE HOURLY PROJECT RATES

FIRM Gonzalez Companies  
 PTB-ITEM# 213-001  
 PRIME/SUPPLEMENT Prime  
 Work Order # Owen Center Rd. / Elmwood

DATE 12/13/24  
 SHEET 1 OF 5

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TOTAL			TASK			TASK			TASK			TASK			TASK		
		HOURS	% Part.	TOTAL Wgtd Avg	Review Existing Condition	Fixture & Pole Research	Lighting Concept Study	Lighting Concept Report	Lighting Layout and Photom	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Technician IV	28.39	0.0																	
Technician V	31.99	0.0																	
Technician VI	\$35.26	0.0																	
Technician VII	\$38.50	32.0	21.48%	8.27															
Technician VIII	\$43.62	0.0																	
Technician IX	\$47.44	0.0																	
Survey Technician III	\$30.84	0.0																	
Project Engineer II	\$34.20	0.0																	
Project Engineer III	\$37.31	0.0																	
Project Engineer IV	\$38.82	0.0																	
Project Engineer V	\$42.58	0.0																	
Project Engineer VI	\$46.73	76.0	51.01%	23.33	4	66.67%	30.49	4	66.67%	30.49	14	87.50%	40.02	6	75.00%	34.30	8	80.00%	36.59
Project Engineer VII	\$50.98	0.0																	
Project Engineer VIII	\$54.18	0.0																	
Project Engineer IX	\$57.44	0.0																	
Project Engineer X	\$62.84	0.0																	
Project Manager I	\$52.26	0.0																	
Project Manager II	\$60.21	0.0																	
Project Manager III	\$61.85	0.0																	
Project Manager IV	\$66.60	0.0																	
Project Manager VI	\$69.50	0.0																	
Project Manager VII	\$75.24	0.0																	
Project Manager VIII	\$76.99	0.0																	
Project Manager IX	\$78.55	0.0																	
Project Manager X	\$85.39	33.0	22.15%	18.91	2	33.33%	28.46	2	33.33%	28.46	2	12.50%	10.67	2	25.00%	21.35	2	20.00%	17.08
Project Manager XII	\$86.00	8.0	5.37%	4.62															
Principal II	\$86.00	0.0																	
<b>TOTALS</b>		149.0	100%	\$55.12	6.0	100.00%	\$58.95	6.0	100%	\$58.95	16.0	100%	\$50.69	8.0	100%	\$55.65	10.0	100%	\$53.65

EXHIBIT A

Bureau of Design and Environment

AVERAGE HOURLY PROJECT RATES

FIRM Gonzalez Companies  
 PTB-ITEM# 213-001  
 PRIME/SUPPLEMENT Prime  
 Work Order # Owen Center Rd.

DATE 12/13/24  
 SHEET 2 OF 5

PAYROLL CLASSIFICATIONS	CALC. AVG. RATES	TASK			TASK			TASK			TASK			TASK					
		Circuiting and Voltage Dro			Lighting Plans and Details			Specifications and Special			Foundation Design and Det			Submittal Preparation & Co			QA/QC		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Technician IV	\$28.39																		
Technician V	\$31.99																		
Technician VI	\$35.26																		
Technician VII	\$38.50				16	50.00%	19.25				8	40.00%	15.40	8	44.44%	17.11			
Technician VIII	\$43.62																		
Technician IX	\$47.44																		
Survey Technician III	\$30.84																		
Project Engineer II	\$34.20																		
Project Engineer III	\$37.31																		
Project Engineer IV	\$38.82																		
Project Engineer V	\$42.58																		
Project Engineer VI	\$45.73	4	80.00%	36.59	12	37.50%	17.15	8	66.67%	30.49	4	20.00%	9.15	8	44.44%	20.33	4	50.00%	22.87
Project Engineer VII	\$50.98																		
Project Engineer VIII	\$54.18																		
Project Engineer IX	\$57.44																		
Project Engineer X	\$62.84																		
Project Manager I	\$52.26																		
Project Manager II	\$60.21																		
Project Manager III	\$61.85																		
Project Manager IV	\$66.60																		
Project Manager VI	\$69.50																		
Project Manager VII	\$75.24																		
Project Manager VIII	\$76.99																		
Project Manager IX	\$78.55																		
Project Manager X	\$85.39	1	20.00%	17.08	4	12.50%	10.67	4	33.33%	28.46				2	11.11%	9.49	4	50.00%	42.69
Project Manager XII	\$86.00										8	40.00%	34.40						
Principal II	\$86.00																		
<b>TOTALS</b>		5.0	100%	\$53.66	32.0	100%	\$47.08	12.0	100%	\$58.95	20.0	100%	\$58.95	18.0	100%	\$46.93	8.0	100%	\$65.56



EXHIBIT A

Bureau of Design and Environment

AVERAGE HOURLY PROJECT RATES

FIRM Gonzalez Companies  
 PTB-ITEM# 213-001  
 PRIME/SUPPLEMENT Prime  
 Work Order # Owen Center Rd.

DATE 12/13/24

SHEET 3 OF 5

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TASK			TASK			TASK			TASK			TASK					
		Administration																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Technician IV	\$28.39																		
Technician V	\$31.99																		
Technician VI	\$35.26																		
Technician VII	\$38.50																		
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Project Engineer V	\$42.58																		
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Project Engineer IX	\$57.44																		
Project Engineer X	\$62.84																		
Project Manager I	\$52.26																		
Project Manager II	\$60.21																		
Project Manager III	\$61.85																		
Project Manager IV	\$66.60																		
Project Manager VI	\$69.50																		
Project Manager VII	\$75.24																		
Project Manager VIII	\$76.99																		
Project Manager IX	\$78.55																		
Project Manager X	\$85.39	8	100.00%	85.39															
Project Manager XII	\$86.00																		
Principal II	\$86.00																		
<b>TOTALS</b>		8.0	100%	\$85.39	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Fehr Graham	Winnebago	22-00712-00-SP

**EXHIBIT B  
PROJECT SCHEDULE**

January 2025 - Notice to Proceed  
March 2025 - Preliminary Plats and Legal Descriptions to begin acquisitions  
May 2025 - Pre-Final Submittal  
July 2025 - Final P.S. & E. Submittal  
September 10, 2025 - ROW Acquisition Certified by IDOT  
September 13, 2025 - Federal Authorization Request  
November 7, 2025 - Construction Letting

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Fehr Graham	Winnebago	22-00712-00-SP

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

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

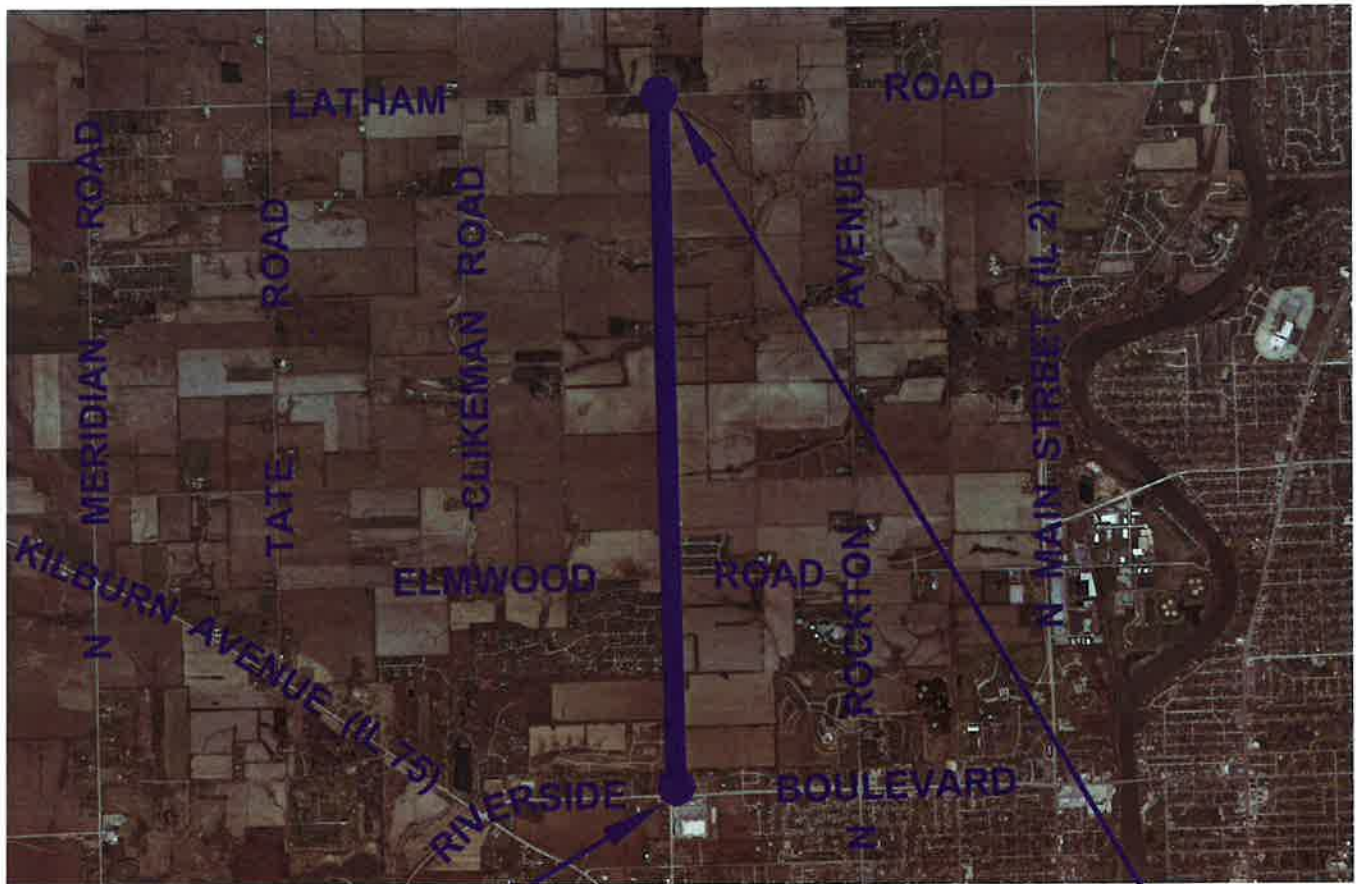
Form Not Applicable (engineering services less than the threshold)

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

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

STATE OF ILLINOIS  
**WINNEBAGO COUNTY HIGHWAY DEPARTMENT**  
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)  
SECTION NO.: 22-00712-00-SP

**OWEN CENTER ROAD PROJECT  
(RIVERSIDE BLVD TO LATHAM ROAD)  
LOCATION MAP**



**22-00712-00-SP PROJECT BEGINS  
STA 94+32**



**22-00712-00-SP PROJECT ENDS  
STA 236+28**

OWEN CENTER ROAD: 14,196 FT = 2.69 MILES

**ADT: 5,500 (2022) 11% TRUCKS  
FUNCTIONAL CLASSIFICATION: MAJOR COLLECTOR  
DESIGN SPEED: 55 MPH  
DESIGN POLICY: 3R**



WINNEBAGO COUNTY BOARD DISTRICT 1 & 5



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Resolution Type: Original, Resolution Number, Section Number: 22-00712-00-SP

BE IT RESOLVED, by the Board of the County of Winnebago... the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Owen Center Road (CH-13), 3.5, FAS 1063, Riverside Boulevard, Latham Road

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Improve the safety of this section of roadway, which includes the addition of HMA safety shoulders with rumble strips. The project also includes an HMA overlay, concrete box culvert replacement and intersection improvements at Elmwood and Latham Road. Roundabout intersection will be constructed at Elmwood Road.

2. That there is hereby appropriated the sum of four hundred twenty thousand

Dollars ( \$420,000.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

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

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Winnebago at a meeting held on January 23, 2025

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 23 day of January, 2025

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, January 14, 2025

**Resolution Title: (25-008)** Resolution Authorizing the Purchase of Three Plow/Dump Truck Bodies

**Board Meeting Date:** Thursday, January 23, 2025

**Budget Information:**

<b>Was item budgeted</b>	<b>Yes</b>	<b>Appropriation Amount:</b>	<b>\$ 468,560.88</b>
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b>	461-46430	<b>Budget Impact:</b>	<b>\$ 468,560.88</b>

**Background Information:**

The plow truck industry is still catching up with demand. We have to plan two to three years in advance, from ordering to delivery. We placed orders for three International truck chassis in June of 2023. In September of 2024 the Highway Department was informed that the trucks will be ready in the spring of 2025. This resolution is for 3 plow/dump truck bodies which would then be mounted on the aforementioned chassis and completed in the summer 2026.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING THE PURCHASE OF  
THREE PLOW/DUMP TRUCK BODIES**

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

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

**WHEREAS**, two proposal and quotes were received under the Sourcwell national cooperative purchasing program and shown in exhibits A, B and C; and

**WHEREAS**, supplier, Bonnell Industries Inc., 1385 Franklin Grove Road, Dixon, IL 61021, is a distributor for Plow/dump truck bodies under Sourcwell, a national joint purchasing agreement, contract #062222-BNL; and

**WHEREAS**, these bodies will be installed on three of the truck chassis approved by the County Board on 5/25/2023 by resolution No. 2023 CR-094; and

**WHEREAS**, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposals and quotes submitted, and recommends awarding the contract to:

**BONNELL INDUSTRIES INC  
1385 FRANKLIN GROVE ROAD  
DIXON, IL 61021**

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

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that a purchase order for three plow/dump truck bodies be issued to, Bonnell Industries Inc., 1385 Franklin Grove Road, Dixon, IL 61021 for a not to exceed four hundred sixty-eight thousand and five hundred sixty dollars with eighty-eight cents (\$468,560.88)

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

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



**Respectfully submitted  
PUBLIC WORKS COMMITTEE**

**AGREE**

**DISAGREE**

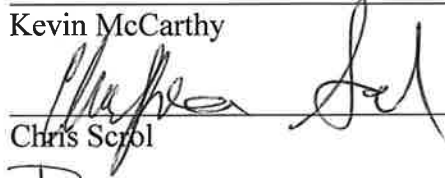


\_\_\_\_\_  
Dave Tassoni, Chairman

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

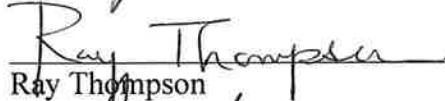
\_\_\_\_\_  
Kevin McCarthy

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Kevin McCarthy



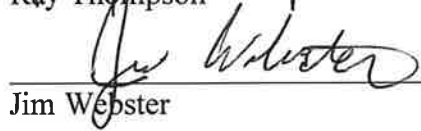
\_\_\_\_\_  
Chris Scrol

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Chris Scrol



\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson



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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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

## EXHIBIT "C"

### Winnebago County Highway Department

#### Plow/Dump Truck Body

<b>Vendor</b>	<b>Bonnell Industries Inc.</b>	<b>Monroe Truck Equipment Inc.</b>
<b>Model</b>	<b>Snow Fighter Package</b>	<b>RDS Spreader Package</b>
<b>Year</b>	<b>2025</b>	<b>2025</b>
<b>Purchase Price (each)</b>	<b>\$ 156,186.96</b>	<b>\$ 179,223.00</b>



Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

Exhibit A

# Quote

Quote Number: 0180669  
 Quote Date: 12/11/2024  
 Sourcewell ID: 42066

**FINANCING AVAILABLE  
 ASK US FOR DETAILS**

**Bill To:** 0009431  
 WINNEBAGO COUNTY  
 424 N SPRINGFIELD AVE  
 ROCKFORD, IL 61101

**Ship To:**  
 WINNEBAGO COUNTY  
 424 N SPRINGFIELD AVE  
 ROCKFORD, IL 61101

Phone: (815) 319-4000 Fax: (815) 319-4001 rhagaman@hwy.wincoil.gov

Phone:  
 Fax:

**Confirm To:** ANDY PIRRELLO **Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	1/11/2025

Ordered	Unit	Item Number
---------	------	-------------

1.00 EACH **TRUCK PACKAGE**

SOURCEWELL # 155880 COMPLETE SNOW FIGHTER PACKAGE "ULTIMATE LEVEL"  
 TANDEM AXLE CLASS

\$154,226.80

CUSTOMER IS RESPONSIBLE FOR TITLE & LICENSE PROCESSING  
 APPLICATION: ONE NEW INTERNATIONAL HV SERIES TANDEM CLASS 8 SNOW AND ICE  
 TRUCK WITH A 96" CAB TO TRUNNION MEASUREMENT. AUTOMATIC TRANSMISSION  
 WITH LIVE PTO PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY  
 GROUND SPEED CONNECTION POINT.  
 FACTORY FRAME EXTENSIONS ARE REQUIRED.

INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:

- COMMANDER BODY
- CAB SHIELD INSTALLED ON BODY
- INTEGRAL CAB SHIELD MOUNTED ELECTRIC TARP SYSTEM ASPHALT RATED TARP
- HYDRAULIC SYSTEM
- ELECTRICAL & LIGHTING
- CONSOLE AND CONTROLS
- REAR TOWING HITCH
- PLOW HITCH
- SNOW PLOW
- WING, (FRONT MOUNTED PATROL)
- PREWET SYSTEM, (MOUNTED ON COMMANDER BODY)

THE FOLLOWING ADDITIONAL ITEMS ARE INCLUDED:

- VIBRATOR INSTALLED (NEW VIBRATOR)
- RELOCATE BATTERY BOXES
- RELOCATE AIR TANKS
- RELOCATE DEF TANK
- FRAME COATING, (BLACK PPG AMERSHIELD PAINT)
- SPECIALLY LOCATED SHOVEL HOLDER MOUNTED ON COMMANDER BODY TBD

INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW:

1.00 EACH **COMMANDER**

1.00 EACH **C10110**  
 5.5" Bore x 3 Stage Double Acting Trunnion Hoist.



Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd  
 Dixon, IL 61021  
 815-284-3819 \* 815-284-8815 Fax  
 800-851-9664  
 www.bonnell.com \* info@bonnell.com

# Quote

Quote Number: 0180669  
 Quote Date: 12/11/2024  
 Sourcewell ID: 42066

**FINANCING AVAILABLE**  
**ASK US FOR DETAILS**

**Bill To:** 0009431  
 WINNEBAGO COUNTY  
 424 N SPRINGFIELD AVE  
 ROCKFORD, IL 61101

**Ship To:**  
 WINNEBAGO COUNTY  
 424 N SPRINGFIELD AVE  
 ROCKFORD, IL 61101

Phone: (815) 319-4000 Fax: (815) 319-4001 rhagaman@hwy.wincoil.gov

Phone:  
 Fax:

**Confirm To:** ANDY PIRRELLO **Comment:**

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	1/11/2025

Ordered	Unit	Item Number	
1.00	EACH	<b>C10170</b> Lower Trunnion Frame for 12' - 14' Bodies.	
1.00	EACH	<b>C10190</b> Rear Hinge Assembly for All Bodies.	
1.00	EACH	<b>C10224</b> 201 Stainless Steel Sub-Floor Kit for 13' Bodies with Front Cleanout Door. (Installed)	
1.00	EACH	<b>C10292</b> 667XH Pintle Chain with 1/2" x 1-1/2" Crossbar Welded Top and Bottom to every other link. Installed on a 13' Body. Conveyor is Driven by an 8 Cubic Inch Geroler Disc Valve Hydraulic Motor Coupled Directly to a 25.5:1 Planetary Gear Box. Drive and Idler Shaft to be 2" in Diameter with 8 Tooth Keyed Sprockets Mounted on 30-1/2" Centers.	
1.00	EACH	<b>C10479</b> Adjustable Screw Jack Style Feedgate Kit Installed on Tailgate. Provides 0" to 8" Opening.	
1.00	EACH	<b>C10618</b> 201 Stainless Steel Receiver Style Rear Material Spreader with Bottom Mounted Motor and 20" Poly Spinner Disc.	
1.00	EACH	<b>C10724</b> 1/4" AR400 Steel Summer Cover for 13' Chain Conveyor. (Shipped Loose)	
1.00	EACH	<b>C10870</b> 201 Stainless Steel Tank Brackets for 540 Gallon Poly Pre-Wet Tanks. (Installed) (Note- Tanks are not Included in this Kit. See Prewet System for Tankand Plumbing Price.)	
1.00	EACH	<b>C10877</b> Stainless Steel Nose Pieces for 540 Gallon Tank Brackets. (Installed)	
1.00	EACH	<b>C10890</b> Three Oblong Light Holes cut in each Corner Post.	
1.00	EACH	<b>C10906</b> Conduit Hole in Front Corner Post Panel	
1.00	EACH	<b>C10920</b> 304 Stainless Steel Ladder. (Installed)	
1.00	EACH	<b>C10931</b>	



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Ordered	Unit	Item Number	
			Vibrator Bracket for a Stainless Body. (Installed)
1.00	EACH	<b>C10936</b>	Stainless Steel Mud Flap Brackets. (Installed)
1.00	EACH	<b>C10955</b>	14" Removable 201 Stainless Steel Rear Spill Pan.(Installed)
1.00	EACH	<b>C11300</b>	External Feedback Sensor Providing 128 Pulses perRevolution. (available on all models except NNR)
1.00	EACH	<b>MCR-13-S2</b>	13'-0" Bonnell Commander Base Unit with a Pintle Chain conveyor assembly that will convey material to the Rear of the body. Body to be fabricated of 201 Stainless Steel. Sides, bulkhead, corner posts and tailgate are of 7 gauge material. Long sills are of 1/4" material and are boxed for strength. 2-1/2" schedule 40 stainless steel pipe cross members. Stainless steel corner posts. Long sills have a 4" x 6" opening to accommodate pre-wet plumbing and wiring. Body is welded solid with no skip welding. Body includes a 6 panel air operated tailgate powered by two double acting air cylinders located inside the rear corner posts. The tailgate linkage and trip rods are stainless steel and the trip rods ride in greasable non corrosive bearings. Body includes manifold grease system and Body Props. Stainless Steel Bodies are Chemically Cleaned and Passivated. Paint Options are listed below if Applicable.
1.00	EACH	<b>CAB SHIELD</b>	CAB SHIELD - CUSTOM FABRICATED FOR SPECIFIED TRUCK AND BODY. CONFIGURED AS FOLLOWS:  *INCLUDES INTEGRATED TARP *MATERIAL IS TO BE 201 STAINLESS STEEL. *PAN WIDTH- 18". *WIDTH- DETERMINED. *HEIGHT TO BE DETERMINED TO BOTTOM OF PAN. *DOUBLE 600 SERIES OR M6 LIGHT BRACKETS. *STAINLESS STEEL TO BE ELECTROCHEMICALLY CLEANED AND PASSIVATED. **LIGHTING CODE: 11311
1.00	EACH	<b>HYDRAULIC SYSTEM</b>	- PTO: OMF8 278 SERIES - PUMP: TXV92 - ADD-A-STACK HYDRAULIC VALVE TO OPERATE: HOIST, PLOW , WING, PREWET, CONVEYOR, SPINNER - WESCON CABLE CONTROLS



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Ordered	Unit	Item Number	
---------	------	-------------	--

- "FORCE" 5100EX ELECTRONIC SPREADER CONTROLLER
- "FORCE" VT35 STAINLESS STEEL TANK AND LID
- LOW OIL/HIGH TEMP AUTO SHUTDOWN SYSTEM
- EATON HP171 SERIES HIGH PRESSURE FILTER
- CLOSED LOOP PREWET CABLE
- SS HARD LINE
  
- BONNELL CONSOLE TO INCLUDE LEVERS:
- HOIST -- SINGLE AXIS LEVER W INTERLOCK
- PLOW LIFT/PLOW ANGLE -- DUAL AXIS JOYSTICK WITH BLAST AND PAUSE BUTTONS
- WING TOE/WING HEEL -- DUAL AXIS JOYSTICK
- WING BUFFER -- SINGLE AXIS LEVER

1.00 EACH **ELECTRICAL**

- ALL LED LIGHTING UNLESS OTHERWISE NOTED
- BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM
- InPOWER STANDARD 8 SWITCH PANEL WITH 4 WARNING LAMPS AND 16 OUTPUTS
- DATA SHEET REQUIRED
- BODY UP SWITCH WITH INDICATOR LAMP
- BONNELL WIRE HARNESSSES

**CAB ROOF LIGHTING AND ACCESSORIES**

- FACTORY SUPPLIED ROOF BRACKET
- WHELEN 17M IDOT LIGHT BAR AS FOLLOWS:
- \* FOUR CORNER FLASHERS
- \* TWO FRONT FACING FLASHERS
- \* 2 FRONT FACING SCENE LIGHTS

**PLOW LIGHTING**

- ABL-3830-0080 LED PLOW LIGHTS ON UNIVERSAL HOOD MOUNTING BRACKETS

**BODY LIGHTING**

- ONE PAIR OBROUND STT IN REAR POSTS
- ONE PAIR OBLONG AMBER/WHITE FLASHERS IN REAR POSTS
- ONE PAIR OBLONG BACKUP LIGHTS IN REAR POSTS
- ONE AMBER/WHITE/AMBER FLASHER MOUNTED IN A STAINLESS HOUSING ON OUTSIDE OF EACH CORNER POST
- MARKER LIGHTS PER FMVSS STANDARDS

**REAR HITCH AND CHASSIS LIGHTING**



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Ordered	Unit	Item Number	
			- ONE PAIR WHELEN 60BTT STT LIGHTS ON REAR HITCH - PM-290C LICENSE PLATE LIGHT ON REAR HITCH - ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY - VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME  EQUIPMENT WORK LIGHTS AND FLASHERS  - ABL WORK LIGHT MOUNTED UNDER CORNER POST ON DRIVERS SIDE AIMED AT SPINNER - ABL WORK LIGHT MOUNTED UNDER CORNER POST ON CURB SIDE AIMED REARWARD - BOTH LIGHTS ON SAME SWITCH - ABL WING WORK LIGHT MOUNTED ON EXHAUST BRKT - ABL WING WORK LIGHT MOUNTED ON FRONT POST - TWO WHE-WPLOWZ1A FLASHERS MOUNTED TO WING MOLDBOARD
1.00	EACH	<b>REAR HITCH</b>	
			CONFIGURED AS FOLLOWS: YES - REAR HITCH TYPE: CUSTOM PER BELOW - 1" CARBON STEEL PLATE - 49K HOLLAND PH760 PINTLE HITCH-DIRECT MOUNTED - STD PINTLE MTG HEIGHT - 2.5" RECEIVER TUBE WITH NO INSERT - TRAILER PLUG: 7 FLAT PIN RV STYLE - CUTOUTS FOR 600 SERIES REAR LIGHTS - HITCH MOUNTED GLAD HANDS - BUILT IN CHIPPER BAR - 1" CARBON STEEL D-RINGS
1.00	EACH	<b>PLOW HITCH</b>	
			HITCH FOR SNOW PLOW PLOW HITCH FOR A IHV607 SBA, 2020 & UP INSTALLED ON NEW TRUCK PACKAGE
1.00	EACH	<b>H10170</b>	
			4in X 10in Double Acting Cylinder W/Nitrided Rod
1.00	EACH	<b>H10190</b>	
			Telescopic Lift Arm in Lieu of Rigid Lift Arm
1.00	EACH	<b>H10310</b>	
			Stainless Hood Mounted Light Brackets. (Side of Hood)
1.00	EACH	<b>H10401</b>	
			5/8in Side Plates in Lieu of 1/2in (Not available on Utility)



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Ordered	Unit	Item Number	
1.00	EACH	<b>H10421</b>	Cross Over Relief Valve Kit with Pressure Release feature. (Installed or uninstalled)
1.00	EACH	<b>PLOW</b>	
			CONFIGURED AS FOLLOWS: YES PAINTED: ORANGE POLYURETHANE ENAMEL LEFT AND RIGHT END DOUBLERS EXTRA RIBS
1.00	EACH	<b>12TA3762MC7</b>	Base Model 12TA3762MC7 Tapered Steel Snow Plow 12'-0" Cutting Edge X 37" Leading End Height X 62" Discharge Height Moldboard Trip (2) Heavy Duty Compression Spring Assemblies Metropolitan Table/A-Frame Assembly (2) 3X10 Reversing Cylinders (5) Table To Moldboard Hookup Points
1.00	EACH	<b>P10110</b>	Chain lift only (no saddle) reversible plows(for use with telescopic lift arm on hitch)
1.00	EACH	<b>P10210</b>	Quick attach loop (plow section installed)
1.00	EACH	<b>P10425</b>	3/8" x 12" Rubber flap kit installed
2.00	EACH	<b>P10460</b>	Extra ribs on Tapered plows High Country Only (MX1 & MC1)
1.00	EACH	<b>P10465</b>	Plow stand - installed ( to hold hook up point @ desired height when detached)
1.00	EACH	<b>P10466</b>	Extra Plow Stand Boss Welded to Plow End Rib for Plow Stand Storage.
1.00	EACH	<b>P10470</b>	36" Blaze orange markers
1.00	EACH	<b>P10520</b>	7/8" x 5" C1084 Carbide cutting edges with 5/8" x 6" cover blade (in lieu of standard 5/8" x 6")





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Ordered	Unit	Item Number	
1.00	EACH	<b>P10555</b>	1/2" Quick Couplers installed (one set/per plow) pioneer PHD-4000-4
1.00	EACH	<b>WING</b>	BONNELL WING PLOW - WING PLOW PAINTED ORANGE, CONFIGURED AS FOLLOWS:
1.00	EACH	<b>10MTWFMP</b>	Front Mounted Patrol Wing 10'-0" Long At The Cutting Edge Moldboard Trip Utilizing One .937" Diameter Round Wire Compression Trip Spring Leading Edge Height 28" Discharge End Height 34" Painted Standard Color Black, Orange, Yellow
1.00	EACH	<b>W10110</b>	30in Hydraulic telescoping push bar/buffer (ILO Manual buffer) (Patrol wing only)
1.00	EACH	<b>W10130</b>	40in Stroke on Front post cylinder (Toe) (36in benching height) (Patrol wing only)
1.00	EACH	<b>W10160</b>	Wing lock valve - installed to cylinder
1.00	EACH	<b>W10190</b>	24in Jumbo blade guide on discharge end with bolt on bracket
1.00	EACH	<b>W10210</b>	Piping (conduit) for wing light wiring
10.00	EACH	<b>W10520</b>	7/8in x 5in Carbide cut edge with 5/8in x 6in cover blade in Lieu of Standard (Price Per Foot)
1.00	EACH	<b>W10532</b>	3/4" x 6" Tapered Wing curb shoe (Installed on Leading end of Plow) (Standard on all wings)
1.00	EACH	<b>PREWET SYSTEM</b>	BONNELL CONFIGURED PREWET SYSTEM CONFIGURED AS FOLLOWS: YES - PREWET SYSTEM TO FIT A 13' LONG BODY, CONFIGURED AS FOLLOWS:



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Ordered	Unit	Item Number
1.00	EACH	<b>COM-540P-2-150</b> Commander Body Prewet System with two 270 Gallon Poly Tanks, Stainless Steel Tank Brackets, and 1-1/2in Plumbing.
1.00	EACH	<b>L10120</b> Hydraulic Prewet Pump in a Stainless Enclosure to Operate a Closed Loop System. Includes an IP68 Wire Connection for Feedback Signal.
1.00	EACH	<b>L10315</b> 2in Male Quick Fill Kit Installed.
1.00	EACH	<b>L10320</b> 1-1/2in Cross Fill Kit (in addition to standard Plumbing Kit) Installed.
1.00	EACH	<b>L10330</b> Two Nozzle spray kit Installed.
1.00	EACH	<b>L10355</b> Flush Kit. (Includes small poly flush tank) Installed.
1.00	EACH	<b>L10410</b> Installation Charge for Two Tank Commander and V-box systems.
1.00	EACH	<b>CUSTOMIZATION</b> INTEGRAL CAB SHIELD MOUNTED ELECTRIC ASPHALT RATED ARM TARP
1.00	EACH	<b>/SOURCEWELL SOURCE GOODS ADJ</b> ALL ITEMS LISTED BELOW ARE OPEN PURCHASE REQUESTS {SOURCE GOODS} BY THE CUSTOMER TO REPLACE ITEMS ON 155880 SNOW FIGHTER PACKAGE  \$1,960.16  BATTERY AND TANK RELOCATION ILO POLY FENDERS AND FRAME MOUNT TOOLBOX BODY VIBRATOR ILO NO VIBRATOR MCR-13-S2 COMMANDER ILO MTR-14-S2 COMMANDER STAINLESS SUBLFLOOR ILO NO SUBFLOOR RECIEVER SPINNER ILO HANGER SPINNER AR SUMMER COVER ILO NO SUMMER COVER BODY LADDER ILO NO LADDER



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- 3 OBLONG LIGHT HOLES ILO 2 LIGHT HOLES
- STAINLE SPILL PAN ILO NO SPILL PAN
- CABLE CONTROL HYD ILO ELECTRIC CONTROL HYD
- 5100 SPREADER CONTROL ILO 6100 ULTRA CONTROLLER
- STAINLESS HYD LINE ILO HYD HOSE
- WING HYD CONTROLS ILO NO WING HYD CONTROLS
- DEDUCT ARC WIRELESS ROAD TEMP
- WHELEN CAB SHIELD LIGHTS ILO STANDARD LIGHTS
- WHELEN 17M LIGHTING SYSTEM ILO STANDARD LIGHTING SYSTEM
- 2 WING WORK LIGHTS ILO NO WING WORK LIGHTS
- 2 WING FLASHERS ILO NO WING FLASHERS
- REAR HITCH HOLLAND PINTLE ILO PH-30 PINTLE
- REAR HITCH RECIEVER TUBE ILO NO RECIEVER TUBE
- GLAD HANDS ILO NO GLAD HANDS
- CHIPPER BAR ILO NO CHIPPER BAR
- HFF-KCQ PLOW HITCH ILO HFF-QX PLOW HITCH
- 12TA3762MC7 PLOW ILO 11ST42MX1 PLOW
- BOTH PLOW END RIB DOUBLERS ILO NO RIB DOUBLERS
- CHAIN LIFT ILO LEVEL LIFT
- CARBIDE PLOW BLADE AND COVER ILO STANDARD BLADE
- 10MTWFMP WING ILO NO WING
- CARBIDE WING BLADES ILO STANDARD BLADES
- 40" POST WING ILO 24" WING POST
- 30" BUFFER BRACE ILO 24" BUFFER BRACE

EACH **\*OPTION**  
 OPTIONS LISTED BELOW IF SELECTED MUST BE ADDED TO THE FINAL PRICE

EACH **CUSTOMIZATION**  
 SINGLE LANE ANTI-ICE SPRAY BAR IN REAR HITCH RECIEVER TUBE AND PUMP  
 UPGRADE TO SLURRY COMBO

ADD \$3,100.00

EACH **EV150**  
 1 1/2" ELECTRIC VALVE

AS OF 3/14/2022 EVO150 HAS BEEN REPLACED WITH EVX151.\*



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Ordered Unit Item Number

SIGNING THIS QUOTE CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO THE FOLLOWING:
o DUE TO THE CLIMATE OF CURRENT MARKET CONDITIONS FINAL INVOICE PRICE MAY VARY FROM ORIGINAL QUOTE PRICE.
o NO PRODUCT/SPEC. CHANGES MAY BE MADE AFTER THE DATE OF SIGNATURE. ANY CHANGES REQUESTED AFTER THE DATE OF SIGNATURE WILL BE QUOTED SEPARATELY AND, IF APPLICABLE, WILL BE COMPLETED ON A SEPARATELY SCHEDULED TIME FRAME.
o 15% RESTOCKING FEE ON RETURNED ITEMS. NO RETURNS ON ELECTRICAL ITEMS
o THIS QUOTE IS VALID FOR 30 DAYS. ALL QUOTES OVER 30 DAYS OLD ARE SUBJECT TO CHANGE AND REQUIRE A REQUOTE PRIOR TO ACCEPTANCE OF A PURCHASE ORDER.

Net Order: 156,186.96
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Quote Total: 156,186.96

AUTHORIZED APPROVAL CONTACT NAME (PRINTED):

AUTHORIZED APPROVAL CONTACT (SIGNATURE):

APPROVAL DATE: 0005 TOM MASSEY

CUSTOMER PO NUMBER: KJH



1051 W 7th Street  
 Monroe, WI 53566  
 Sales Rep: Rick Nafzger  
 Ph: (608) 558-0285  
 www.MonroeTruck.com

**J.O. #**  
 Quotation ID: 9MJS000846  
 Date: 12/2/2024  
 Valid thru: 1/1/2025  
 Terms: NET 30  
 Quoted by: Mike Sutter  
 Ph/Fax: 608-329-8176 / 608-329-8521

Exhibit B



Quoted to:  
 WINNEBAGO CTY HWY DEPT (IL) (ATTN: DEB AP PH-815-319-4013)  
 424 N SPRINGFIELD AVE  
 ROCKFORD, IL 61101  
 Ph: 815-319-4000 / Fax: 815-965-9433  
 Email:

Chassis Information

<b>Year:</b> 2026	<b>Make:</b> INTERNATIONAL	<b>Model:</b> HV SERIES	<b>Chassis Color:</b> WHITE	<b>Cab Type:</b> REGULAR
<b>Single/Dual:</b> DRW	<b>CA:</b> 124.0	<b>CT:</b> -1.0	<b>Wheelbase:</b> 191.0	<b>Engine:</b> DIESEL
			<b>F.O. Number #:</b>	<b>Vin:</b>

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
<b>MONROE 14' STAINLESS STEEL RDS (RADIUS DUMP SPREADER) SPREADER BODY</b>	
- 87" TOP INSIDE WIDTH, 96" OUTSIDE WIDTH, OVERALL 56" SIDE HEIGHT	
- REAR DISCHARGE	
- 3/16" STAINLESS STEEL BODY	
- 1/4" REPLACEABLE FLOOR WITH 3/16" REMOVABLE CHAIN SHIELDS	
- FORMED AND BOXED TOPRAIL	
- 1/4" A569 12" DEEP LONGSILLS WITH FORMED CROSSMEMBERS	
- 34" WIDE CONVEYER WITH (2) 6:1 SPUR GEARBOXES	
- 8 TOOTH SPROCKETS KEYED TO 2" DRIVE AND IDLER SHAFTS	
- PINTLE CHAIN CONVEYOR WITH CROSSBARS INSTALLED ON EVERY LINK OR 2.25" CENTERS	
- DOUBLE ACTING RECTANGULAR TAILGATE WITH BOXED PERIMETER	
- 108 LIGHT GROUP ASSEMBLY AND STOP/TURN AND TAILLIGHTS	
- BODY PROP	
- FRONT TELESCOPIC HOIST, MAILHOT G4 SERIES	
- BACK-UP ALARM	
- BODY-UP LIGHT	
- CENTER REAR SPINNER W/24" STAINLESS STEEL DISC - MOUNTED WITH RECEIVER TUBES	
<b>INCLUDED BODY OPTIONS</b>	
- SS CAB SHIELD DESIGNED FOR ILDOT LIGHT SYSTEM AND AERO TARP MOUNTING	
- AR400 FLOOR COVER KIT	
- REMOVABLE POLY SUBFLOOR KIT	
- REMOTE GREASE MANIFOLDS FOR BEARINGS, HOIST PIVOTS, ECT	
- STAINLESS STEEL 7 GA BODY MOUNTED FENDERS, FULL LENGTH OF TIRE RADIUS	
- COUGAR DC-3200 VIBRATOR	
- AIR TRIP TAILGATE	
- BACK UP ALARM	
- RUBBER FLAPS AT FRONT AND REAR OF TIRES	
- FOLD DOWN LADDER ON DRIVER SIDE	
- STAINLESS STEEL SHOVEL HOLDER	
- CUSTOM STAINLESS STEEL SPILL PAN INSTALLED WITH SPREADER QD BRACKETS FOR QUICK INSTALL/REMOVAL	
<b>PREWET:</b>	
- FENDER MOUNTED DUAL 270 GALLON POLY TANKS (540 TOTAL) WITH SS MOUNTING HARDWARE	
- REMOTE TANK VENT KIT	
- TANK CROSS OVER KIT	
- BULK FILL AND FLUSH KIT	
- (3) 2GPM SPRAY NOZZELS IN SPINNER ASSY WITH QUICK DISCONNECT	
- HYD MOTOR DRIVEN 7GPM PRE-WET PUMP INSTALLED IN NEMA ENCLOSURE MOUNTED OFF THE SIDE OF THE RDS BODY WITH HD STAINLESS STEEL BRACKET	
- MICRO TRAC FLOW METER FOR CLOSED LOOP OPERATION	
- CONTROLLED BY FORCE 5100EX SPREADER CONTROL	



**Description****Amount****TARP**

- AERO 550 ELECTRIC TARP SYSTEM
- MOUNTED IN CUSTOM CABSHIELD
- ALUMINUM ARMS
- 2ND TARP ARM TO REDUCE TARP BLOW UP
- ASPHALT COVER
- WIRING IN CONDUIT UP FRONT OF BODY

**TOWING**

- 1" PLATE WITH HEAVY DUTY GUSSETS
- 2" CHIPPER BAR MOUNTED UNDER PINTLE PLATE
- 1' CURVED SWIVEL D-RINGS FOR SAFETY CHAINS
- 50 TON PINTLE HOOK
- ROUTE CHASSIS SUPPLIED AIR LINES TO REAR PINTLE PALTE
- 7 WAY RV STYLE TRAILER PLUG

**TRUCK PORTION - FLAT-FOLD LIFT ARM HITCH W/ INTEGRAL QCP RECEIVER**

- MODEL 2075 - PIN AND LOOP
- 4X 10 DA LIFT CYLINDER
- TELESCOPIC STYLE FLAT FOLD LIFT ARM
- HEAVY DUTY SIDE PLATES
- CUSHION BLOCK
- CUT FACTORY BUMPER AND REINSTALL - DRIVERS SIDE ONLY

(REQUIRES MINIMUM OF 18" FRONT FRAME EXTENSION)

**MONROE REVERSING FULL MOLDBOARD TRIP ONE-WAY PLOW**

- 39" INLET, 52" DISCHARGE 12' WIDE MOLDBOARD
- 3/16" GAUGE ROLL FORMED MOLDBOARD
- (8) 1/2" X 4" TAPERED ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP ANGLE
- 4" X 4" X 3/4" BOTTOM ANGLE
- HORIZONTAL MOLDBOARD ANGLE BRACING
- 3/8" LANDSLIDE PLATE
- DUAL COMPRESSION TRIP SPRING ASSEMBLIES FOR FULL MOLDBOARD TRIP
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- REVERSING CYLINDERS TOP MOUNTED
- (6) ATTACHMENT POINTS FOR PUSHFRAME TO MOLDBOARD
- MOLDBOARD AND PUSHFRAME ARE TO BE 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK

**PLOW OPTIONS:**

- CARBIDE CUTTING EDGE
- RUBBER SNOW DEFLECTOR
- PARKING JACK
- 36" FLORESCENT MARKERS
- LOOP ATTACHMENT

**10' MONROE, DOUBLE FUNCTION, TAPERED, PATROL WING (RIGHT SIDE)**

- 40" FRONT POST WITH SLIDER
- FULL TRIP MOLDBOARD
- 31" HIGH INBOARD, 36.5" OUTBOARD, 3/16" THICK MOLDBOARD
- 4" X 4" X 3/4" BOTTOM ANGLE
- 1/2" THICK ONE-PIECE VERTICAL & INTERLACED DESIGNED HORIZONTAL RIBS
- MAILBOX TRIM ON DISCHARGE END
- STANDARD 100% WELDED
- SHOT BLASTED & POWDER COATED ORANGE
- POWDER COATED BLACK HARDWARE

**WING OPTIONS:**

- CARBIDE CUTTING EDGE
- DE-CELL HEEL REAR HEEL LIFT CYLINDER
- DUAL PUSHARMS
- FRONT POST HIEGHT INDICATOR MARKER
- FRONT DUAL AIR BAG ASSIST WITH AUTO LEVEL- PASSENGER SIDE

Description	Amount
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**MANUAL/ELECTRIC HYDRAULICS PACKAGE**

**FRONT MOUNT LOAD SENSE PUMP MODEL 622AK:**

- 1310 SERIES DRIVE LINE WITH FLANGE AND YOLKS

**VALVE:**

- HOIST: 4WAY/3POS W/400 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4WAY/3POS, 20 GPM, MANUAL
- WING TOE: 4 WAY/3POS W/500 PSI A PORT RELIEF, 20 GPM MANUAL
- WING HEEL: 4/WAY/3POS W/500 PSI A PORT AND 1700 B PORT RELIEFS, 20 GPM
- PRE-WET: 2 WAY, 7 GPM
- AUGER: 2 WAY, 14 GPM
- SPINNER: 2 WAY, 7 GPM

**35 GALLON CAPACITY STAINLESS HYDRAULIC RESERVOIR/ENCLOSURE COMBO:**

- INTERNAL FILTER
- FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR

**MANUAL LEVER CONTROLS MOUNTED IN FLOOR MOUNT STAND**

- 2 BUTTON FINGERTIP CONTROLLER FOR SPREADER ON/OFF AND BLAST FEATRES ON PLOW LEVER

**SPREADER CONTROL:**

- FORCE 5100EX-3F GROUND BASED SPREADER CONTROL
- CLOSE LOOP GRANULAR AND PRE-WET OPTIONS AND CABLING
- STAINLESS STEEL LINES FOR ALL OF THE LONG RUNS WITH POLY HOLD DOWN BLOCKS AND SHORT RUBBER WHIP HOSES

**LIGHT PACKAGE TO INCLUDE:**

- 72" WHELEN JUSTICE LED LIGHT BAR MOUNTED ON ROOF WITH TAKE DOWNLIGHTS
- LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD
- LED BACK UP LIGHT MOUNTED IN REAR CORNER POST
- 2 AMBER AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE
- WHELEN 5GA00FAR AMBER L.E.D. STROBES RECESSED IN REAR CORNER POST
- ABL HEATED LED PLOW LIGHTS WITH TURN SIGNALS INSTALLED WITH STAINLESS STEEL BRACKETS MOUNTED ON HOOD
- 2000 LUMEN L.E.D SPREADER WORK LIGHT
- 2000 LUMEN L.E.D. WING LIGHT
- WHELEN WFLOW3AA WING LIGHT STROBES WITH MERCURY SWITCH

Quote Total: \$179,223.00

**\*\* DUE TO CURRENT MARKET CONDITIONS, IF THE CHASSIS WILL NOT BE ON-GROUND AT MONROE TRUCK EQUIPMENT WITHIN 240 CALENDAR DAYS OF ORDER DATE, WE WILL REQUIRE A MINIMUM 50% DOWN PAYMENT BEFORE THE 210<sup>TH</sup> DAY. IF YOU ARE NOT ABLE TO PROVIDE A DOWN PAYMENT, YOUR MUNICIPALITY COULD BE SUBJECT TO A MINIMUM OF 3% - 5% PRICE INCREASE ON BID PRICE AT TIME OF INVOICE!**

Down Payment Due Date: \_\_\_\_\_

**Additional Options:**

Description	Amount	Add to quote?
12 MONTH EXTENDED WARRANTY FROM ORIGINAL 1 YEAR WARRANTY	\$3,162.00	Yes / No

**Terms & Conditions**

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): <input type="checkbox"/> Fleet <input type="checkbox"/> Retail	MSO/MCO (ONLY check if legally required): <input type="checkbox"/> MCO <input type="checkbox"/> MSO	
Customer Signature:	Customer P.O. Number:	Date of Acceptance:







## . General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

### SCOPE AND VALIDITY

- 1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.
- 1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.
- 1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

### 2. OFFERS, ORDERS AND CONFIRMATION

- 2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
- 2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
- 2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").
- 2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.
- 2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
- 2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
- 2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

### 3. PRICES

- 3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
- 3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

### 4. PAYMENT TERMS

- 4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
- 4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.
- 4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
- 4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

### 5. SECURITY INTEREST

- 5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's



Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

## 6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1, and shall be responsible for their acts and omissions.

## 7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

## 8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

## 9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

## 10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).



10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

## 11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

## 12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

## 13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

## 14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

## 15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

## 16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, January 14, 2025

**Resolution Title: (25-009)** Resolution Authorizing the Execution of an Engineering Services Agreement with ARC Design Resources, Inc. to provide Phase I Engineering for South Perryville Road from Harrison Avenue to E. State Street and for the Appropriation of MFT Funds

**Board Meeting Date:** Thursday, January 23, 2025

**Budget Information:**

<b>Was item budgeted</b>	Yes	<b>Appropriation Amount:</b> \$ 280,000
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	464-46331	<b>Budget Impact:</b> \$ 277,500

**Background Information:**

The County was allocated through Region 1 Planning Council, approximately \$4.5 million under an STBG federal grant for construction of this project. This agreement is for Phase I Engineering which includes environmental investigations, topographic surveys, intersection design studies, preliminary engineering plans, a project development report, etc.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

The agreement and MFT appropriation will be submitted to IDOT for approval.

**RESOLUTION OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS  
25-CR-XXX  
SUBMITTED BY: PUBLIC WORKS COMMITTEE  
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING AN ENGINEERING SERVICES AGREEMENT  
WITH ARC DESIGN RESOURCES, INC  
TO PROVIDE PHASE 1 ENGINEERING FOR SOUTH PERRYVILLE ROAD  
FROM HARRISON AVENUE TO E. STATE STREET  
AND FOR THE APPROPRIATION OF MFT FUNDS**

**WHEREAS** the County Highway Department has been allocated through Region 1 Planning Council, \$4,457,107 in federal highway funds under the Surface Transportation Block Grant (STBG) for improvements to South Perryville Road from Harrison Ave. to E. State St; and

**WHEREAS**, Arc Design Resources, Inc. has agreed to provide Phase I Engineering Design and Surveying services for the aforementioned project for a not to exceed fee of \$277,500.00 as set forth in the attached Agreement (AGREEMENT), and that the sum of \$280,000.00 shall be appropriated from the County's Motor Fuel Tax fund to pay for this work; and

**WHEREAS** it would be in the public interest to enter into the attached AGREEMENT to provide Phase I Design Engineering and Surveying services for the rehabilitation, upgrade and reconstruction of South Perryville Road from Harrison Avenue to E. State Steet.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached AGREEMENT with Arc Design Resources, Inc. for the not to exceed price of \$277,500.00 and that the sum of two hundred and eighty thousand dollars (\$280,000.00) is hereby appropriated via IDOT form BLR 09110, both in substantially the form attached hereto under Section 24-00725-00-RS; and

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


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

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

**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**

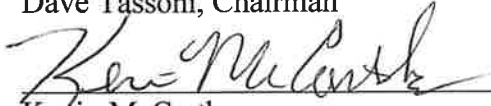
**DISAGREE**

  
\_\_\_\_\_

Dave Tassoni, Chairman

\_\_\_\_\_


Dave Tassoni, Chairman

  
\_\_\_\_\_

Kevin McCarthy

\_\_\_\_\_

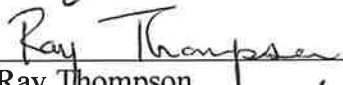
Kevin McCarthy

  
\_\_\_\_\_

Chris Scrol

\_\_\_\_\_

Chris Scrol

  
\_\_\_\_\_

Ray Thompson

\_\_\_\_\_

Ray Thompson

  
\_\_\_\_\_

Jim Webster

\_\_\_\_\_

Jim Webster

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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





**Local Public Agency  
Engineering Services Agreement**

Using Federal Funds?  Yes  No

Agreement For:  Agreement Type:  Number:

**LOCAL PUBLIC AGENCY**

Local Public Agency		County	Section Number	Job Number
<input type="text" value="Winnebago County"/>		<input type="text" value="Winnebago"/>	<input type="text" value="24-00725-00-RS"/>	<input type="text"/>
Project Number	Contact Name	Phone Number	Email	
<input type="text"/>	<input type="text" value="Frank Hodina"/>	<input type="text" value="(815) 319-4000"/>	<input type="text" value="fhodina@hwy.wincoil.gov"/>	

**SECTION PROVISIONS**

Local Street/Road Name	Key Route	Length	Structure Number
<input type="text" value="South Perryville Road"/>	<input type="text" value="County Hwy 11"/>	<input type="text" value="2.32 miles"/>	<input type="text"/>
Location Termini			Add Location
<input type="text" value="from 1,600' south of Harrison Avenue to E State Street"/>			Remove Location
Project Description			
<input type="text" value="preliminary engineering for 3R project to mill and overlay Perryville Road along with provisions to construct multi use recreation path from E State Street at north to Charles Street at south."/>			

Engineering Funding:  MFT/TBP  State  Other

Anticipated Construction Funding:  Federal  MFT/TBP  State  Other

**AGREEMENT FOR**

Phase I - Preliminary Engineering  Phase II - Design Engineering

**CONSULTANT**

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
<input type="text" value="Arc Design Resources, Inc."/>	<input type="text" value="Jeffrey Linkenheld"/>	<input type="text" value="(815) 484-4300"/>	<input type="text" value="jlinkenheld@arcdesign.com"/>
Address	City	State	Zip Code
<input type="text" value="5291 Zenith Parkway"/>	<input type="text" value="Loves Park"/>	<input type="text" value="IL"/>	<input type="text" value="61111"/>

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

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

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer                      Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor    Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor    A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

**AGREEMENT EXHIBITS**

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514 )
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**I. THE ENGINEER AGREES,**

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

**II. THE LPA AGREES,**

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



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

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee:

Fixed

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

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

### III. IT IS MUTUALLY AGREED,

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

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.  
If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

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

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

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Arc Design Resources, Inc.	363868376	\$277,500.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
<b>Subconsultant Total</b>		
<b>Prime Consultant Total</b>		<b>\$277,500.00</b>
<b>Total for all work</b>		<b>\$277,500.00</b>

**AGREEMENT SIGNATURES**

Executed by the LPA:

The 

Local Public Agency Type
County

 of 

Local Public Agency
Winnebago County

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Name of Local Public Agency

Winnebago County
------------------

Local Public Agency Type

County
--------

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Arc Design Resources, Inc.
----------------------------

Attest:

By (Signature & Date)


--

Title

Vice President
----------------

By (Signature & Date)


---

Title

President
-----------

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Arc Design Resources, Inc.	Winnebago	24-00725-00-RS

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

**EXHIBIT A  
SCOPE OF SERVICES**

**FOR FEDERAL PARTICIPATION PROJECTS**

Full topographic and boundary survey for South Perryville Road from 1,600 feet south of Harrison Avenue to East State Street in Rockford and Cherry Valley, Illinois. Work scope includes full topographic survey to 10' past the right of way, or 25' past at creek crossings, and 100' past each side street intersection. Obtain data and map utility structures as needed. Office coordination with dry utility companies to show gas, electric, etc. Boundary survey includes locate and establish right of way in conjunction with topographic survey data. Obtain traffic counts for 7 existing signalized intersections. Prepare Intersection Design Studies for each existing intersection as a requirement for Federally funded projects. Prepare Corridor design for proposed multi-use path. Prepare Environmental Survey Request, Prepare Project Development Report, Attend FHWA kickoff meeting, Attend public information meeting - open house format, Prepare preliminary plans including plan and profile sheets and cross sections for both path and roadway overlay, prepare intersection design details and ADA ramp details as needed for preliminary approval, prepare preliminary traffic signal designs for proposed path crossings at existing signalized intersection locations. Address IDOT design review comments for PDR and Phase 1 approval.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Arc Design Resources, Inc.	Winnebago	24-00725-00-RS

**EXHIBIT B  
PROJECT SCHEDULE**

<p>Contract Award February 1, 2025  Survey data collection and mapping - February 15, 2025 to April 15, 2025  FHWA kickoff - approximately March 1, 2025  Traffic count data collection - March 2025  Intersection Design Studies completed - April 30, 2025  Preliminary path alignment design complete - April 30, 2025  ESR submittal - May 1, 2025  Public Information Meeting - May 2025  Project Development Report and preliminary Engineering complete - August 31, 2025  IDOT review comment period - September - November 2025  Address IDOT comments for Phase 1 approval by December 31, 2025  IDOT Phase 1 approval - February 1, 2026</p>
---

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Arc Design Resources, Inc.	Winnebago	24-00725-00-RS

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

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

Form Not Applicable (engineering services less than the threshold)

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

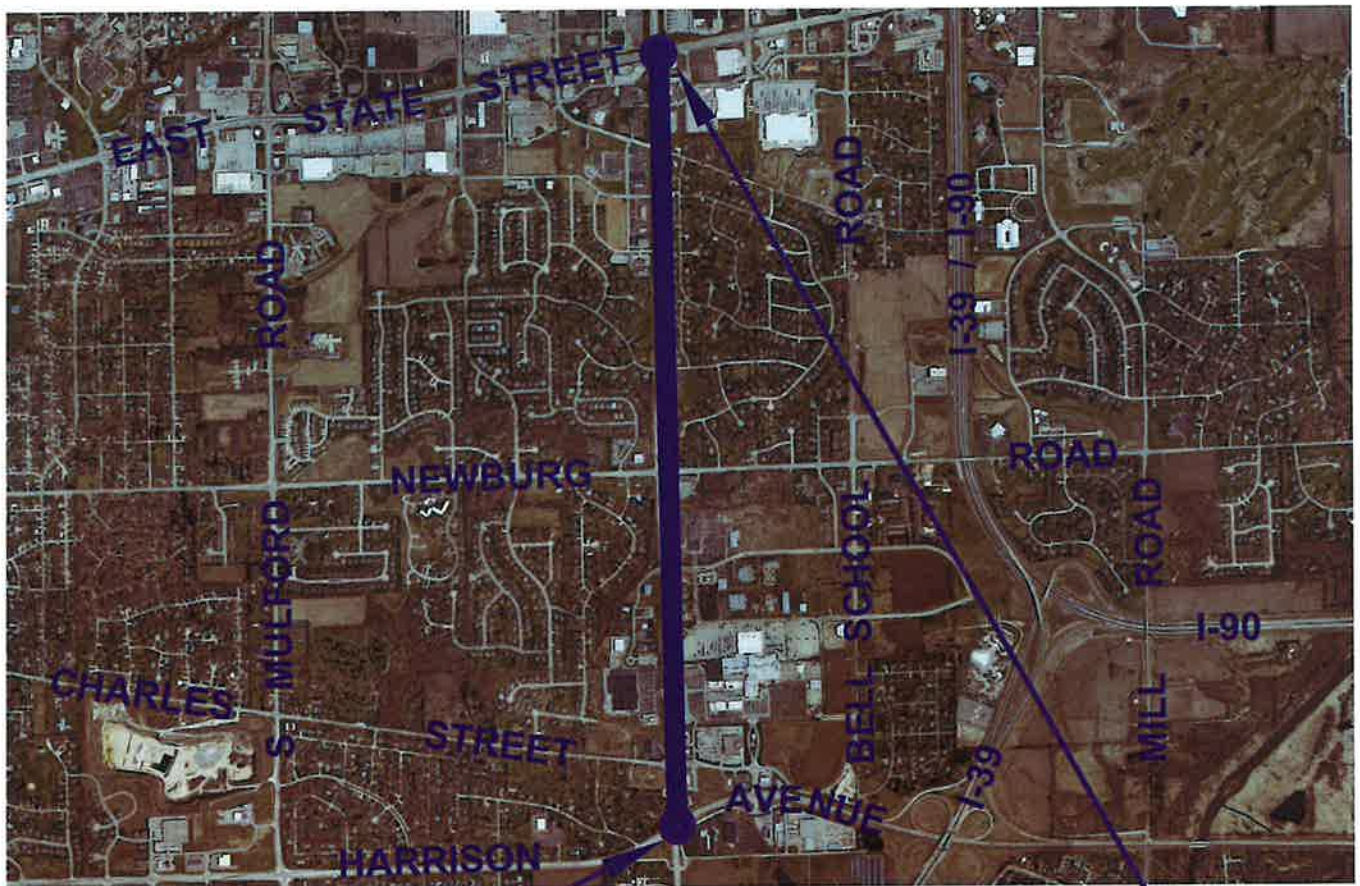
		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the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

Winnebago County Highway Dept			Perryville Road Harrison to State Street			
Budget			12,500 feet			
Survey						
<b>topo survey</b>				\$56,400.00		
<b>hrs</b>	<b>hrs</b>	<b>total \$</b>				
180	60	\$43,200.00	Topo Field Work			
120		\$13,200.00	Office Drafting			
						survey total
<b>boundary survey / right of way</b>				\$15,500.00		\$71,900.00
	<b>hrs</b>	<b>total \$</b>				
	50	\$8,500.00	PLS time			
	50	\$5,000.00	field time			
	20	\$2,000.00	drafting time			
IDS				\$8,050.00 x 7		\$56,350.00
7 intersections total - this is per each						
<b>hrs</b>	<b>hrs</b>	<b>total \$</b>				
6	2	\$1,260.00	traffic counts			
4	2	\$980.00	data reduction and projections			
10	2	\$1,820.00	traffic analysis/signal work			
16	1	\$2,450.00	IDS sheet			
8	2	\$1,540.00	address IDOT comments			
Phase 1 Corridor Design				\$149,250.00		\$149,250.00
<b>hrs</b>	<b>hrs</b>	<b>total \$</b>				
80	8	\$12,880.00	geometric design - mostly path			
300	4	\$42,840.00	preliminary plans			
120	4	\$17,640.00	cross sections preliminary			
80	5	\$12,250.00	intesection design details and ADA details	<b>TOTAL</b>		<b>\$ 277,500.00</b>
20	10	\$4,900.00	county review comments			
40	40	\$14,000.00	general coordination			
80	5	\$12,250.00	ESR / PDR			
4	4	\$1,400.00	FHWA Kickoff			
140	14	\$22,540.00	signal design layouts - prelim			
20	20	\$7,000.00	other unknowns			
4	4	\$1,550.00	public meeting			



STATE OF ILLINOIS  
**WINNEBAGO COUNTY HIGHWAY DEPARTMENT**  
SURFACE TRANSPORTATION PROGRAM - URBAN (STU)  
SECTION NO.: 24-00725-00-RS

**SOUTH PERRYVILLE ROAD PROJECT  
(HARRISON AVENUE TO E. STATE STREET)  
LOCATION MAP**



24-00725-00-RS PROJECT BEGINS



24-00725-00-RS PROJECT ENDS

SOUTH PERRYVILLE ROAD: 10,560 FT = 2.00 MILES

ADT: 20,900 (2022)  
FUNCTIONAL CLASSIFICATION: PRINCIPAL ARTERIAL  
DESIGN SPEED: 45 MPH  
DESIGN POLICY: 3R





Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Resolution Type: Original, Resolution Number, Section Number: 24-00725-00-RS

BE IT RESOLVED, by the Board of the County of Winnebago... the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: S. Perryville Road, 2.15, CH 11, Harrison Ave, E. State St (US Bus 20)

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

This appropriation is for Phase I Engineering for the Rehabilitation of South Perryville Road including milling, resurfacing, concrete median and curb & gutter removal/replacement, drainage improvements, upgrade traffic signals, construction of a multi-use path and other related improvements.

2. That there is hereby appropriated the sum of two hundred and eighty thousand Dollars (\$280,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

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

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Winnebago at a meeting held on January 23, 2025

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

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved Regional Engineer Signature & Date Department of Transportation



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, January 14, 2025

**Resolution Title: (25-011)** Resolution Authorizing an Agreement with Realty Services & Consultants, LLC (dba Valu Pros) for Land Appraisal Services for Owen Center Road Improvements from Riverside Boulevard to Latham Road

**Board Meeting Date:** Thursday, January 23, 2025

**Budget Information:**

<b>Was item budgeted</b>	Yes	<b>Appropriation Amount:</b> \$ 47,100
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	461-46110	<b>Budget Impact:</b> \$ 47,100

**Background Information:**

Approximately 16 parcels and easements varying in size need to be acquired to accommodate the improvements for this project. The State and County require that appraisals be performed to obtain a fair market value before the acquisition of right-of-way for road projects. Appraisers need to be certified by the Illinois Department of Transportation (IDOT).

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
REALTY SERVICES & CONSULTANTS, LLC (dba VALU PROS) FOR LAND  
APPRAISAL SERVICES FOR OWEN CENTER ROAD IMPROVEMENTS  
FROM RIVERSIDE BOULEVARD TO LATHAM ROAD**

**WHEREAS** the Winnebago County Highway Department has received some \$2,657,433 from the Illinois Department of Transportation's (IDOT) Highway Safety Improvement Program (HSIP) to improve Owen Center Road from West Riverside Boulevard to Latham Road; and

**WHEREAS** several parcels of land varying in size need to be acquired for future right-of-way to accommodate the proposed improvements and appraisals are required by the Illinois Department of Transportation (IDOT) for acquiring right-of-way; and

**WHEREAS** appraiser Kenneth J. Mrozek, Jr. of Valu Pros is certified by IDOT to perform appraisals for road improvement projects and has agreed to perform appraisals and other related services as set forth in the attached agreement; and

**WHEREAS** it would be in the public interest to enter into the attached Agreement for a not to exceed fee of \$47,100.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Appraisal Services Agreement with Realty Services & Consultants (dba Valu Pros) for a not to exceed price of \$47,100 in substantially the forms attached hereto under Section 22-00712-00-SP; and

**BE IT FURTHER RESOLVED** that the Agreement entered into shall not become effective and binding unless and until both parties have executed it.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force upon its adoption.

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



**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**

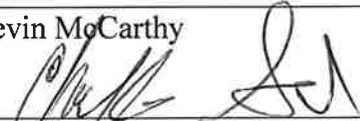
**DISAGREE**

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


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

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

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

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

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

  
\_\_\_\_\_  
Ray Thompson

\_\_\_\_\_  
Ray Thompson

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
REALTY SERVICES & CONSULTANTS, LLC (dba VALU PROS) FOR LAND  
APPRAISAL SERVICES FOR OWEN CENTER ROAD IMPROVEMENTS  
FROM RIVERSIDE BOULEVARD TO LATHAM ROAD**

The County of Winnebago, Illinois, hereinafter referred to as the “COUNTY” and Valu Pros represented by Kenneth J. Mrozek, Jr., hereinafter referred to as “CONSULTANT”, for the consideration hereinafter set forth hereby agree as follows:

**I. TERMS OF AGREEMENT.**

**A. SCOPE OF SERVICES.**

1. CONSULTANT shall provide to the COUNTY real estate appraisals for improvements to Owen Center Road from Riverside Boulevard to Latham Road, Section 22-00712-00-SP. The cost of the appraisals will be in conformance with the parcel listing and estimated pricing shown on Exhibit A, attached hereto. Upon receipt of a request for approved services from the COUNTY, CONSULTANT shall submit the following information in writing to the COUNTY:
  - a. Detailed scope of services for the specific project.
  - b. A timetable detailing the project schedule.
  - c. A not-to-exceed price (fee) for the scope of service along with an estimate of hours and hourly rates for each task.
  - d. A statement referencing this Agreement.
2. CONSULTANT shall not proceed with any of the services to be provided under this agreement until a letter authorizing them to proceed is issued by the County Engineer.
3. The appraisals shall be performed and provided to the COUNTY in accordance with the State of Illinois Department of Transportation Land Acquisition Policies and Procedures Manual (LAPPM) current at the time each appraisal is performed, unless directed differently. CONSULTANT understands that the appraisals will be used by the COUNTY for the purpose of acquiring real estate by a government agency.
4. CONSULTANT agrees to use only appraisers who are currently approved by the Illinois Department of Transportation.
5. CONSULTANT agrees to provide the appraisals to the COUNTY within the time specified in the work order.

**B. BASIS OF PAYMENT.**

1. For the services provided herein, the COUNTY will pay CONSULTANT in accordance with the fee schedule shown on the attached Exhibit A up to the stated not-to exceed price (fee) per work order. Payment will be made to CONSULTANT within 60 days after receipt of a detailed invoice showing hours, hourly rates, and other expenses for each task performed. The COUNTY will make partial payments to CONSULTANT, but they shall be limited to no more than 90% of the fee until the final documents are delivered and accepted by the County

Engineer. The cumulative sum of the partial payments will be proportional to the amount of the work completed as determined by the County Engineer.

- 2 CONSULTANT is not guaranteed a minimum amount of work.

**II. EFFECTIVE DATES.**

**A. LENGTH OF CONTRACT**

This Agreement shall commence on the date of execution by both of the parties hereto and shall terminate on September 30, 2025 or when CONSULTANT completes the work described herein, whichever is later. If said work order extends beyond the ending date, CONSULTANT will complete all of the work as agreed to in said work order.

**B. EXTENSION OF CONTRACT**

1. After September 30, 2025 the COUNTY, at its discretion and subject to budgetary approval may renew this Agreement with CONSULTANT for a term to expire on September 30, 2026. Fees will be determined by rates established in an updated fee schedule Exhibit "A" effective on October 1, 2025.
2. The contract extension shall be subject to budget approval by the County Board and shall be in the form a letter of understanding between CONSULTANT and the County Engineer.

**III. LIMITATION OF LIABILITY.** The liability of the COUNTY and its employees is limited to the responsibilities and duties described in Article I of this Agreement. CONSULTANT shall indemnify and save harmless the COUNTY and its employees against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of CONSULTANT'S acts or omissions under this Agreement.

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

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

**VI. INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties hereto acknowledge and agree that the relationship created by this Agreement is a principal-independent contractor relationship, not an employer-employee relationship.

THE COUNTY OF WINNEBAGO, IL

KENNETH J. MROZEK, JR.

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

BY:   
Kenneth J. Mrozek, Jr.  
Valu Pros

DATE: \_\_\_\_\_

DATE: January 7, 2025

ATTEST:

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

DATE: \_\_\_\_\_



## Exhibit A – Appraisal Pricing

Parcel #	Parcel Identification Number	Owner	ROW (sf)	ROW (acres)	TE (sf)	Notes	Zoning Authority	Zoning	Fee
1	07-34-300-010	Charlotta Ferguson, Trustee	31,730	0.73	3,670	96.61 Acres Farmland	Rockford	C-2 & R-1	\$2,900
2	07-33-427-002	Arnold & Judith Kalnis	31,870	0.73	4,070	5.86 Acres Residential Development	County	RR	\$2,600
3	07-33-200-008	Midland States Bank	32,270	0.74	4,300	3.94 Acres Farmland	Rockford	C-3	\$2,900
4	07-27-300-001	Walter SR & Jayne Gilmore, TR	5,290	0.12		80 Acres Farmland & Farmstead	County	AG	\$2,600
5	07-28-400-003	Winston Hines	5,290	0.12		80 Acres Farmland	County	AG	\$2,600
6	07-27-100-002	Ray Ferguson, Trustee	14,980	0.34		74.75 Acres Farmland	County	AG	\$2,600
7	07-28-200-002	Walter Gilmore	6,750	0.15		80 Acres Farmland	County	AG	\$2,600
8	07-28-200-001	Walter Gilmore	4,110	0.09		80 Acres Farmland & Farmstead	County	AG	\$3,900
9	07-21-400-002	Ray Ferguson, Trustee	6,340	0.15		80 Acres Farmland	County	AG	\$2,600
10	07-22-300-015	Bradt Family LLC	6,340	0.15		75.22 Acres Farmland	County	AG	\$2,600
11	07-22-100-005	Susan Weber, Trustee	15,890	0.36	2,290	144.29 Acres Farmland	County	AG	\$2,600
12	07-22-200-008	Lisa Ingalls, Trustee	5,080	0.12	330	119.24 Acres Farmland	County	AG	\$2,600
13	07-21-200-002	John Richardson	1,540	0.04		0.19 Acre SFR	County	AG	\$3,900
14	07-16-400-003/004	Owen Township	450	0.01		1.05 Acre & Township Buildings	County	AG	\$4,600
15	07-15-300-004	Timothy & Lambert, Hattie Standiford	450	0.01		2.71 Acre SFR	County	AG	\$3,300
16	07-15-300-005	Steven & Sharon Russell			400	1.09 Acre SFR	County	AG	\$2,200

TOTAL: \$47,100



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, January 14, 2025

**Resolution Title: (25-012)** Resolution Authorizing an Agreement with Frank P. Petta Appraisals for Land Appraisal Review Services for the Riverside Boulevard and Owen Center Road Projects

**Board Meeting Date:** Thursday, January 23, 2025

**Budget Information:**

<b>Was item budgeted</b>	Yes	<b>Appropriation Amount:</b>	\$ 26,075
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b>	461-46110	<b>Budget Impact:</b>	\$ 26,075

**Background Information:**

An estimated 29 parcels and easements varying in size need to be acquired to accommodate the improvements for the aforementioned projects. When federal dollars are used in a project, it is required that appraisal reviews be performed to obtain a fair market value for the acquisition of right-of-way. The County is contracting with two other firms to conduct the initial appraisals for both of these projects. Appraisers need to be certified with the Illinois Department of Transportation to perform these services. An estimated \$12,125 and \$13,950 will be used for Riverside Blvd and Owen Center Rd projects respectively.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
FRANK P. PETTA FOR LAND APPRAISAL REVIEW SERVICES FOR  
THE RIVERSIDE BOULEVARD AND OWEN CENTER ROAD PROJECTS**

**WHEREAS** the Winnebago County Highway Department has received federal funds for improvements to two road improvement projects, Riverside Boulevard from Material Avenue to Sage Drive (Sec 21-00624-00-RS) and for Owen Center Road from Riverside Boulevard to Latham Road (Sec 22-00712-00-RS); and

**WHEREAS** several parcels of land varying in size need to be acquired for future right-of-way to accommodate the proposed improvements for both projects and the County has entered into agreements with two other firms to perform appraisal services for the aforementioned projects; and

**WHEREAS** appraisal reviews are required by the Illinois Department of Transportation (IDOT) for acquiring right-of-way; and

**WHEREAS** Mr. Frank P. Petta is certified by IDOT to perform appraisal reviews for road improvement projects and has agreed to perform said reviews and other related services as set forth in the attached agreement; and

**WHEREAS** it would be in the public interest to enter into the attached Agreement for a not to exceed fee of \$ 26,075 for both projects.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Appraisal Review Services Agreement with Frank P. Petta for a not to exceed price of \$26,075 in substantially the forms attached hereto under Sections 21-00624-00-RS and 22-00712-00-SP; and

**BE IT FURTHER RESOLVED** that the Agreement entered into shall not become effective and binding unless and until both parties have executed it.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force upon its adoption.

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

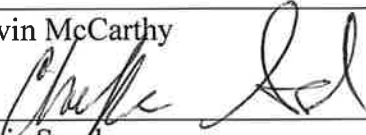
DISAGREE



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

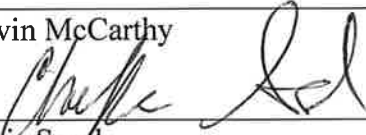
\_\_\_\_\_  
Dave Tassoni, Chairman

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



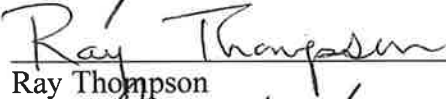
\_\_\_\_\_  
Kevin McCarthy

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



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

\_\_\_\_\_  
Ray Thompson



\_\_\_\_\_  
Ray Thompson

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



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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
FRANK P. PETTA FOR LAND APPRAISAL REVIEW SERVICES FOR  
THE RIVERSIDE BOULEVARD AND OWEN CENTER ROAD PROJECTS**

The County of Winnebago, Illinois, hereinafter referred to as the "COUNTY" and Frank P. Petta, hereinafter referred to as "CONSULTANT", for the consideration hereinafter set forth hereby agree as follows:

**I. TERMS OF AGREEMENT.**

**A. SCOPE OF SERVICES.**

1. CONSULTANT shall provide to the COUNTY real estate appraisal review services for two road improvement projects:
  - Riverside Boulevard from Material Avenue to Sage Drive (Section 21-00624-00-RS)
  - Owen Center Road from Riverside Boulevard to Latham Road (Section 22-00712-00-RS)

Appraisals to be reviewed will be performed by other appraisers who are certified by the Illinois Department of Transportation (IDOT). The cost of the appraisal reviews will be in conformance with the parcel listing and estimated pricing shown on Exhibit A, attached hereto. Upon receipt of a request for approved services from the COUNTY, CONSULTANT shall submit the following information in writing to the COUNTY:

- a. Detailed scope of services for the specific project.
  - b. A timetable detailing the project schedule.
  - c. A not-to-exceed price (fee) for the scope of service along with an estimate of hours and hourly rates for each task.
  - d. A statement referencing this Agreement.
2. CONSULTANT shall not proceed with any of the services to be provided under this agreement until a letter authorizing them to proceed is issued by the County Engineer.
  3. The appraisal reviews shall be performed and provided to the COUNTY in accordance with the State of Illinois Department of Transportation Land Acquisition Policies and Procedures Manual (LAPPM) current at the time each appraisal is performed, unless directed differently. CONSULTANT understands that the appraisal reviews will be used partly by the COUNTY for the purpose of acquiring real estate by a government agency.
  4. CONSULTANT agrees to use only appraisers who are currently approved by the Illinois Department of Transportation.
  5. CONSULTANT agrees to provide the appraisal reviews to the COUNTY within the time specified in the work order.

**B. BASIS OF PAYMENT.**

1. For the services provided herein, the COUNTY will pay CONSULTANT in accordance with the fee schedule shown on the attached Exhibit A up to the stated not-to exceed price (fee) per work order. Payment will be made to CONSULTANT within 60 days after receipt of a detailed

invoice showing hours, hourly rates, and other expenses for each task performed. The COUNTY will make partial payments to CONSULTANT, but they shall be limited to no more than 90% of the fee until the final documents are delivered and accepted by the County Engineer. The cumulative sum of the partial payments will be proportional to the amount of the work completed as determined by the County Engineer.

2 CONSULTANT is not guaranteed a minimum amount of work.

**II. EFFECTIVE DATES.**

**A. LENGTH OF CONTRACT**

This Agreement shall commence on the date of execution by both of the parties hereto and shall terminate on September 30, 2025 or when CONSULTANT completes the work described herein, whichever is later. If said work order extends beyond the ending date, CONSULTANT will complete all of the work as agreed to in said work order.

**B. EXTENSION OF CONTRACT**

1. After September 30, 2025 the COUNTY, at its discretion and subject to budgetary approval may renew this Agreement with CONSULTANT for a term to expire on September 30, 2026. Fees will be determined by rates established in an updated fee schedule Exhibit "A" effective on October 1, 2025.
2. The contract extension shall be subject to budget approval by the County Board and shall be in the form a letter of understanding between CONSULTANT and the County Engineer.

**III. LIMITATION OF LIABILITY.** The liability of the COUNTY and its employees is limited to the responsibilities and duties described in Article I of this Agreement. CONSULTANT shall indemnify and save harmless the COUNTY and its employees against any and all loss, damage, liability, judgments, costs and reasonable attorney's fees arising out of CONSULTANT'S acts or omissions under this Agreement.

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

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

**VI. INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties hereto acknowledge and agree that the relationship created by this Agreement is a principal-independent contractor relationship, not an employer-employee relationship.

THE COUNTY OF WINNEBAGO, IL

FRANK P. PETTA

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

BY:  \_\_\_\_\_  
Frank P. Petta

DATE: \_\_\_\_\_

DATE: January 8, 2025

ATTEST:

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

DATE: \_\_\_\_\_

# EXHIBIT A

## Pricing Summary for Appraisal Review Services FY25

Client: Winnebago County Highway Dept

Consultant: Frank P. Petta Appraisals  
Submitted By: Frank P. Petta  
Date: January 8, 2025

### Job Location: E. Riverside Boulevard

Appraisal	Address	Appraisal Service	Fee	Comment
1	1500 & 1502 E. Riverside Blvd	Appraisal Review (Non-Complex)	\$850	Larger Parcel: Parcel 001TE & 002TE (1&2)
2	1508 E. Riverside Blvd	Appraisal Review (Non-Complex)	\$875	Parcel 003: Take (0.004 ac)
3	1520 E. Riverside Blvd	Appraisal Review (Non-Complex)	\$900	Parcel 004: Take (0.005 ac) and TE (0.007 ac)
4	1550 E. Riverside Blvd	Appraisal Review (Non-Complex)	\$750	Parcel 005: TE (0.005 ac)
5	1675 E. Riverside Blvd	Appraisal Review (Non-Complex)	\$875	Parcel 006: Take (0.014 ac)
6	1701 E. Riverside Blvd	Appraisal Review (Non-Complex)	\$750	Parcel 007: TE 1 (0.007 ac) & TE 2 (0.004 ac)
7	1712 E. Riverside Blvd	Appraisal Review (Non-Complex)	\$1,100	Parcel 008: Take (0.094 ac) & TE (0.046 ac)
8	1728 E. Riverside Blvd	Appraisal Review (Non-Complex)	\$750	Parcel 009: TE (0.007 ac)
9	6545 N. Alpine Rd	Appraisal Review (Non-Complex)	\$750	Parcel 010: TE (0.104 ac)
10	1804 E. Riverside Blvd	Appraisal Review (Non-Complex)	\$750	Parcel 011: TE (0.002 ac)
11	1812 E. Riverside Blvd	Appraisal Review (Non-Complex)	\$875	Parcel 012: Take (0.014 ac)
12	1824 E. Riverside Blvd	Appraisal Review (Non-Complex)	\$900	Parcel 013: Take (0.018 ac)
	1824 E. Riverside Blvd	Appraisal Review (Complex)	\$2,000	Higher Fee If Major Damage Occurs
13	1904 - 8 E. Riverside Blvd	Appraisal Review (Non-Complex)	\$900	Larger Parcel: Parcels 014, 015, 016 Takes of 0.014 ac, 0.007 ac, 0.01 ac

Total Fee or	\$11,025	Parcel 12 Does Not Require Complex Appraisal
Total Fee	\$12,125	Parcel 12 Does Require Complex Appraisal

### Job Location: Owen Center Road

Appraisal	Parcel Index Number	Appraisal Service	Fee	Comment
1	07-34-300-010	Appraisal Review (Non-Complex)	\$875	Take: 31,730 SF; TE: 3,670 SF
2	07-33-427-002	Appraisal Review (Non-Complex)	\$875	Take: 31,870 SF; TE: 4,070 SF
3	07-33-200-008	Appraisal Review (Non-Complex)	\$875	Take: 32,270 SF; TE: 4,300 SF
4	07-27-300-001	Appraisal Review (Non-Complex)	\$850	Take: 5,290 SF
5	07-28-400-003	Appraisal Review (Non-Complex)	\$850	Take: 5,290 SF
6	07-27-100-002	Appraisal Review (Non-Complex)	\$850	Take: 14,980 SF
7	07-28-200-002	Appraisal Review (Non-Complex)	\$850	Take: 6,750 SF
8	07-28-200-001	Appraisal Review (Non-Complex)	\$850	Take: 4,110 SF
9	07-21-400-002	Appraisal Review (Non-Complex)	\$850	Take: 6,340 SF
10	07-22-300-015	Appraisal Review (Non-Complex)	\$850	Take: 6,340 SF
11	07-22-100-005	Appraisal Review (Non-Complex)	\$875	Take: 15,890 SF; TE: 2,290 SF
12	07-21-200-008	Appraisal Review (Non-Complex)	\$875	Take: 5,080 SF; TE: 330 SF
13	07-21-200-002	Appraisal Review (Non-Complex)	\$1,200	Take: 1,540 SF Proximity Damage to Dwelling
14	07-16-400-003/004	Appraisal Review (Non-Complex)	\$850	Take: 450 SF
15	07-15-300-004	Appraisal Review (Non-Complex)	\$850	Take: 450 SF
16	07-15-300-005	Appraisal Review (Non-Complex)	\$725	TE: 400 SF

Total Fee	\$13,950
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# **UNFINISHED BUSINESS**

# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
January 23, 2025

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

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE VOTED ON:**

1. Z-05-24 A MAP AMENDMENT TO REZONE 10+- ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE A2, AGRICULTURE-RELATED BUSINESS DISTRICT requested by Dustin Barlett on behalf of River Bend Seed, LLC, Applicant, represented by Amy Silvestri, Attorney, for the property that is commonly known as 16562 W. Campbell Road, Pecatonica, IL 61063 in Durand Township.

PIN: Part of PIN: 05-32-200-009 C.B. District: 1  
Lesa Rating: NA Consistent W/2030 LRMP – Future Map: YES

**ZBA RECOMMENDATION: *APPROVAL (7-0)***

**ZC RECOMMENDATION: *APPROVAL (6-0)***

2. ORDINANCE GRANTING SITE APPROVAL FOR A 2 MW COMMERCIAL SOLAR ENERGY FACILITY (AKA A SOLAR FARM) ON A 33.39 +- ACRE SITE COMMONLY KNOWN AS 5626 TIPPLE ROAD / 5303 DAILETTE ROAD (PIN: 15-17-100-008), ROCKFORD, IL 61102, IN ROCKFORD TOWNSHIP, District 9, requested by Fox Sparrow Solar, LLC (an indirect subsidiary of Trajectory Energy Partners, LLC), Lessee, represented by James Rodriguez, Attorney and Mack Gapinski, Project Manager.

**ZBA RECOMMENDATION: *DENIAL (3-4)***

**ZC RECOMMENDATION: *DENIAL (0-6)***

- 
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 **Wednesday, February 12, 2025**, 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, February 26, 2025**, at 5:30 p.m. in Room 303 of the County Administration Building.



# County of Winnebago

404 Elm Street | Rockford, IL 61101

## Ordinance Executive Summary

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**Date:** November 6, 2024  
**To:** Chairman and Members of ZBA and ZC  
**Item:** *Ordinance Granting Site Approval for a 2 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 33.39 +- Acre Site Commonly known as 5626 Tipple Road / 5303 Dailette Road (PIN: 15-17-100-008), Rockford, IL 61102, in Rockford Township, District 9, requested by Fox Sparrow Solar, LLC (an indirect subsidiary of Trajectory Energy Partners, LLC), Lessee, represented by James Rodriguez, Attorney and Mack Gapinski, Project Manager.*  
**Prepared by:** Planning & Zoning Staff, Community Development Department (CDD)

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**Governing Code(s):** Winnebago County Code, Chapter 90 (UDO), Article 17: Commercial Wind Energy Facilities and Commercial Solar Energy Facilities, as amended on July 25, 2024.

**Review Comments:** The Winnebago County Board approved the above noted Ordinance (that limits the County's ability to self-regulate) on July 25, 2024, as mandated by a State Law amendment made on January 27, 2023 to the Illinois Counties Code, 55 ILCS 5/5-12020. As a result, this new County Ordinance now governs the siting of commercial solar energy facilities (aka a commercial solar farm) in Winnebago County, consequently requiring the County Board to review all applications for "siting approval" with regard to Commercial Solar Energy Facilities when on property that is zoned industrial as well as AG, A1 and A2. The Ordinance further provides that a request for site approval shall be approved, after consideration of the evidence (presented at a public hearing) and verbatim transcript of hearing, if the request is found to be in compliance with the standards and conditions outlined within the County's Ordinance (that was adopted consistent with 55/ILCS 5/5-12020) as well as any other conditions imposed under State and Federal statutes and regulations. Accordingly, the Applicant is requesting site approval, after a public hearing is held before the ZBA, of their attached 2 MW solar project (which appears to have *conceptually* satisfied, at this point in the approval process, all of the requisite standards and conditions set forth by County Ordinance / Statue) on an AG zoned -33 +- acre- site commonly known as 5626 Tipple Road / 5303 Dailette Road (PIN: 15-17-100-008), Rockford, IL 61102, in Rockford Township.

**Recommendation:** The Zoning Board of Appeals should make a recommendation for the County Board's consideration of the hereto attached Ordinance (site approval request) in accordance with the requisite standards and conditions (criteria) set forth by the County's Ordinance (that was adopted consistent with 55/ILCS 5/5-12020) as well as any other conditions imposed under State and Federal statutes and regulations. The Zoning Committee should also make a recommendation after consideration of the criteria noted above, however, per Section 17.3 A. the Committee may also give due consideration of the public testimony (from the public hearing), and in doing so, may consider the factors set forth in Article 4, Section 4.3.4(4)(a-f) *Findings of Fact* when making their recommendation. After considering both recommendations, based on the applicable codes (criteria) noted above, the County Board shall ultimately approve or deny the Ordinance (site approval request) for the proposed commercial solar energy facility at the 33 +- acre site that is commonly known as 5626 Tipple Road / 5303 Dailette Road (PIN: 15-17-100-008), Rockford, IL 61102, in Rockford Township.

**Attachments:** Ordinance Granting Site Approval of a Commercial Solar Energy Facility, Maps and Photos of subject property, and Application for Site Approval, inclusive of attachments

**CC:** Winnebago County Board

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

2025 CO \_\_\_\_\_

SUBMITTED BY: ZONING COMMITTEE

SPONSORED BY: JIM WEBSTER

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**ORDINANCE GRANTING SITE APPROVAL FOR A 2 MW COMMERCIAL SOLAR ENERGY FACILITY (AKA A SOLAR FARM) ON A 33.39 +- ACRE SITE COMMONLY KNOWN AS 5626 TIPPLE ROAD / 5303 DAILETTE ROAD (PIN: 15-17-100-008), ROCKFORD, ILLINOIS 61102, IN ROCKFORD TOWNSHIP**

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WHEREAS, Fox Sparrow Solar, LLC – an indirect subsidiary of Trajectory Energy Partners, LLC (hereinafter “the Facility Owner”), formally filed an application for site approval to operate a 2 MW commercial solar energy farm (hereinafter “the Facility”) within unincorporated Winnebago County, Illinois on a 33.39 +- acre site, zoned AG, Agricultural Priority District, that is commonly known as 5626 Tipple Road / 5303 Dailette Road (PIN: 15-17-100-008), Rockford, Illinois 61102 in Rockford Township (hereinafter “the Property”) and specifically legal described as:

PART OF THE EAST-HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 43 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 00 DEGREE 28 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 606.54 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 57 SECONDS WEST, A DISTANCE OF 660.00 FEET; THENCE SOUTH 00 DEGREE 28 MINUTES 47 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 330.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 57 SECONDS EAST, A DISTANCE OF 660.00 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREE 28 MINUTES 47 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 676.50 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 57 SECONDS WEST, A DISTANCE OF 1311.57 FEET TO THE WEST LINE OF THE EAST-HALF OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREE 41 MINUTES 27 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 1073.04 FEET TO THE SOUTH LINE OF FAIR WOODS SUBDIVISION, A SUBDIVISION AS RECORDED IN THE WINNEBAGO RECORDER'S OFFICE; THENCE SOUTH 89 DEGREES 33 MINUTES 57 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 778.61 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 00 DEGREE 28 MINUTES 47 SECONDS EAST ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 375.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 57 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 199.00 FEET; THENCE NORTH 00 DEGREE 28 MINUTES 47 SECONDS EAST, A DISTANCE OF 165.00 FEET TO THE NORTH LINE OF SAID NORTHWEST

QUARTER; THENCE SOUTH 89 DEGREES 33 MINUTES 57 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN THE TOWNSHIP OF ROCKFORD, THE COUNTY OF WINNEBAGO, AND THE STATE OF ILLINOIS.

**WHEREAS**, Illinois Counties Code, specifically 55 ILCS 5/5-12020 (hereinafter “the Statute”), effective January 27, 2023, governs the requirements for siting of commercial solar energy facilities in the State of Illinois and prohibits counties from enacting more restrictive requirements in regard to said facilities than those set forth in the Statute. Consequently, the County may not adopt zoning regulations that disallow, permanently or temporarily, commercial solar energy facilities from being developed or operated in any district zoned to allow agricultural or industrial uses; and

**WHEREAS**, the County of Winnebago, Illinois (hereinafter “County”) has amended its Unified Development Ordinance, Chapter 90, of the Winnebago County Code (hereinafter “UDO”), to be in accord with the Statute, and thus, the commercial solar energy facility site approval application that was submitted for the Property was reviewed in accordance with said UDO; and

**WHEREAS**, the UDO provides that a request for siting approval for a commercial solar energy facility, “shall be approved if the request is in compliance with the standards and conditions imposed in 55 ILCS 5/5-12020 , the zoning ordinance adopted consistent with 55 ILCS 5/5-12020, and the conditions imposed under State and Federal statutes and regulations”; and

**WHEREAS**, upon review of the application, the Facility Owner (Facility) has conceptually satisfied all of the requisite standards and conditions under the UDO, however, that, in the event a detail or representation in the application conflicts with the UDO, Statute or any other applicable Illinois law or regulation, the conflicting provision shall prevail and the Facility Owner shall adhere thereto and adjust the contradiction, as will be required, at time of construction permit submittal; and

**WHEREAS**, a public hearing(s) was held on the site approval request before the Zoning Board of Appeals (ZBA) on November 13, 2024 and December 10, 2024 and the ZBA recommended denial (3-4); and

**WHEREAS**, the Zoning Committee of the County Board of the County of Winnebago, Illinois considered the ZBA's recommendation (motion) as well as the evidence submitted (at the public hearing) as it relates to the standards and conditions outlined within the UDO, and consequently, the Zoning Committee recommended denial (0-6) of the Facility Owner's site approval request to install and operate a commercial solar energy facility on the Property.

**NOW, THEREFORE BE IT ORDAINED** that the County Board of the County of Winnebago, Illinois -after the consideration of the above noted recommendations, the standards and conditions outlined within the UDO and being fully advised on all other matters affiliated to the Property- hereby grants the Facility Owner's site approval request to install and operate a 2 MW or less commercial solar energy facility on a 33.39 +- acre site, zoned AG, Agricultural Priority District, that is commonly known 5626 Tipple Road / 5303 Dailette Road (PIN: 15-17-100-008), Rockford, IL 61102 in Rockford Township and specifically described in "1<sup>st</sup> Whereas", subject to the following terms and stipulations:

1. The commercial solar energy facility shall be developed in substantial conformance with the Site Plan, revision A-4, plot date 10-15-2024, submitted by Trajectory Energy Partners, LLC.
2. Lighting of a permanent nature shall not be included within the development, unless required by law. Lighting for safety/security purposes, however, when triggered on by a motion detector, is permissible (since lighting will only be on, on a non-permanent basis, if ever).
3. The Facility Owner shall strictly adhere to all the terms and conditions of the signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture,

dated May 13, 2024 and May 28, 2024, and as may be amended, including, but not limited to, any terms and conditions that are not specifically referenced or set forth in this Ordinance.

4. The Facility Owner shall submit a final landscape plan, inclusive of the final vegetative management and screening plan (consistent with the guidelines adopted by IDNR for such plans as well as the AIMA), for approval at time of construction permit submittal -pursuant to Section 17.4 D. 11. of UDO- that includes mostly of a vegetative pollinator-friendly ground cover, where practical (i.e. a wetland type ground cover may instead be better suited for a periodically wet detention basin), that is consistent with the goals of the Pollinator-friendly Solar Site Act. Moreover, the same final plan/s shall include a screening that is comprised of six (6) foot evergreens, two species, at time of planting (substantially similar to option B of Preliminary Vegetative Management and Screening Plan, dated September 2024) that are located substantially consistent with the preliminary site plan (noted in stipulation number 1), and spaced in a manner that is intended to provide a full (100%) screening at time of tree maturity. And lastly, the natural perimeter screening when located on the Property, shall be maintained (not removed), with the exception of a substantiated necessary utility connection that cannot be routed elsewhere.
5. The Facility Owner shall submit a final road use (route plan/transportation plan/traffic safety plan/use of public roads plan) agreement for approval at time of construction permit submittal -pursuant to Section 17.5.7 of UDO- with the County, and any other applicable unit of government such as the Township and or Illinois Department of Transportation.
6. The Facility Owner shall submit a final drainage plan and or stormwater BMP, as determined by County Engineer, for approval at time of construction permit submittal -pursuant to Sections 17.4 D. 12. and 17.5.13 of UDO- with the County.



7. The Facility Owner shall obtain all required permits and approvals prior to taking any construction action, including, but not limited to a building permit, a zoning clearance/permit, a site access permit, Winnebago County Surface Water Management Ordinance (WC-SWMO) permits / stormwater plan approvals (i.e. with regard to detention, Stormwater Pollution Prevention Plan (SWPPP), and NPDES Construction General Permit), and the approval of an erosion sediment and control plan.
8. During construction, the Facility Owner shall store all solar panels within an enclosed structure or on and under a tarp, especially any damaged panels, to prevent soil contamination from the components that are imbedded within the panels.
9. The Facility Owner shall provide the County with a final deconstruction / decommissioning Plan (estimate), for approval prior to final construction (building) inspection -pursuant to Sections 17.4 D.5. and 17.11 of UDO (based on the construction plans ultimately approved at time of construction permitting)- by an Illinois licensed professional engineer, inclusive of financial assurance, in the form of an irrevocable letter of credit or another form of financial assurance acceptable to the County, to cover the estimated costs of deconstruction of the Facility (see stipulation number 14 proposed by the Facility Owner for additional details with regard to the financial assurance to deconstruct / decommission the Facility). The County shall be the designated beneficiary of the financial surety, and the landowner shall be provided with a copy of the document. In the event of abandonment, the County may take all appropriate actions for deconstruction including drawing upon the financial assurance.
10. The Facility Owner shall comply with IDNR's (division of Ecosystems and Environment) recommendations, listed within their letter to the Applicant, dated September 15, 2023, which include but are not limited to the establishment of a pollinator-friendly habitat groundcover (and managed appropriately to prevent the spread of invasive species

throughout the lifetime of the project), de-compacting of the soils prior to groundcover planting and any onsite future fencing shall be no higher than 6 feet, unless the National Electrical Code requires higher, with a 6-inch gap along the bottom to prevent the restriction of wildlife movement.

11. Prior to the issuance of building and zoning permits, the Facility Owner shall obtain clearance (consultation be terminated) from the IDNR, Illinois State Historic Office, with regard to the solar development's potential effect on cultural (archaeological) resources.
12. The Facility Owner shall maintain and be listed on an insurance policy that includes liability coverage and property coverage in an amount necessary to cover the value of the commercial solar energy facility in the event the project is damaged or destroyed.
13. In addition to the foregoing terms and stipulations within this Ordinance, the Facility Owner and Facility shall comply with all other requirements and standards as set forth in the UDO (i.e. permitting requirements, design and installation requirements, setback requirements, nuisance abatement requirements, and decommissioning requirements, etc.), Statute (i.e. noxious Weed Act, Solar Site Act, etc.) and any other applicable Illinois or Federal law or regulation, and any other County and local rules and regulations that are not inconsistent with the Statute.
14. As proposed and agreed to by Facility Owner, on or before the completion of the County's final building inspection (of the commercial solar energy facility on the Property), the Facility Owner shall obtain an irrevocable letter of credit or another form of financial assurance acceptable to the County in an amount equal to 110% -instead of the minimum 10% required upfront as outlined in the Agricultural Impact Mitigation Agreement- of the estimated costs of destruction of the Facility as determined in the final deconstruction / decommission plan.

**BE IT FURTHER ORDAINED**, that the Ordinance shall be in full force and effect immediately 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 to the County Planning and Zoning Officer, County Building Official and the County Engineer.

Respectfully Submitted,

**ZONING COMMITTEE**

**Agree**

**Disagree**

\_\_\_\_\_  
Jim Webster, Chairman

  
\_\_\_\_\_  
Jim Webster, Chairman

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Angie Goral

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

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

\_\_\_\_\_  
Aaron Booker

  
\_\_\_\_\_  
Aaron Booker

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

  
~~John Guevara~~ Ray Thompson

\_\_\_\_\_  
Tim Nabors

  
~~Tim Nabors~~ Christina Valdez

\_\_\_\_\_  
Dave Tassoni

(0)

\_\_\_\_\_  
Dave Tassoni

(6)

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

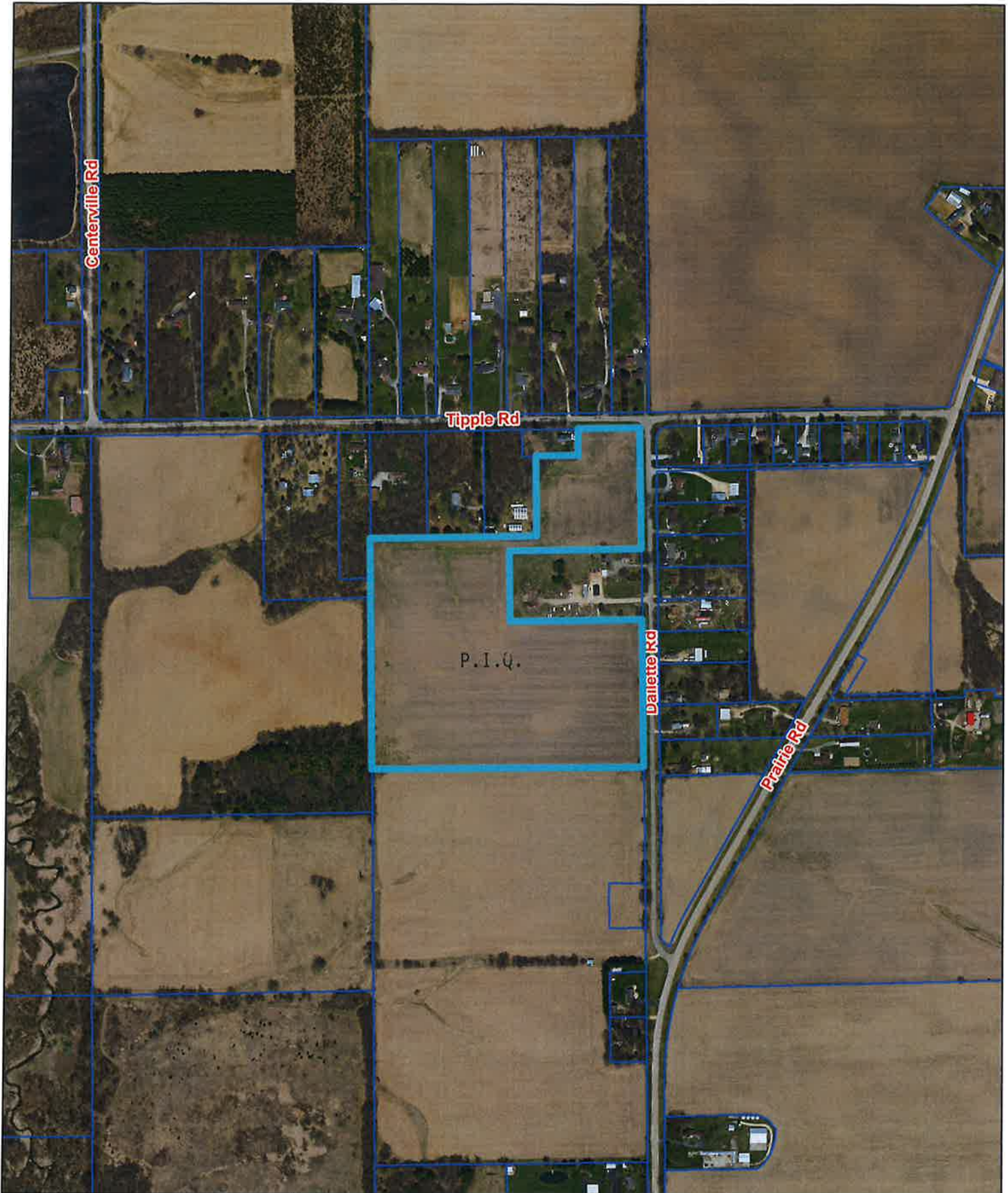
Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

**AERIAL/LOCATION MAP: 5626 Tipple Road/5303 Dailette Road (PIN: 15-17-100-008)**



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 = 600 feet



Date: 10/30/2024



**SITE PLAN OVERLAY ON AERIAL PHOTO:  
5626 Tipple Rd/5303 Daillette Rd (PIN: 15-17-100-008)**



1 inch equals 300 feet

**NEW BUSINESS**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: January 23, 2025

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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**Governing Statute(s):** State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

**County Code:** [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

**Background:** The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Summary of November 7, 2024, Meeting with Constellation Energy Generation, LLC on Planned Alternative Requests Regarding Reactor Vessel Closure Studs (EPID L-2024-LRM-0114)
  - b. Braidwood Station, Units 1 and 2; Byron Station Units, 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit 1; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; and R.E. Ginna Nuclear Power Plant-Issuance of Amendments to Adopt Technical Specifications Task Force Traveler TSTF-591 (EPID L-2024-LLA-0046)
  - c. Public Meeting to Discuss ADVANCE Act Section 505-Nuclear Licensing Efficiency
  - d. Federal Register/Vol. 90, No. 8/Tuesday, January 14, 2025/Notices
2. County Clerk Gummow received from the Illinois Environmental Protection Agency a Notice of Application for Permit to Manage Waste (LPC-PA16) Description of Project: The City and Rockford and Four Rivers Sanitation Authority recently relocated and





# WINNEBAGO COUNTY

— ILLINOIS —

improved the Household Hazardous Waste Collection site from 3333 to 3315 Kishwaukee Street. This submittal is to request two minor permit modifications.

**Adjournment**