



WINNEBAGO COUNTY

— ILLINOIS —

REVISED AGENDA

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

Thursday, March 13, 2025
6:00 p.m.

1. Call to Order Chairman Joseph Chiarelli
2. Invocation and Pledge of Allegiance.....Board Member Michael Thompson
3. Agenda Announcements..... Chairman Joseph Chiarelli
4. Roll Call.....Clerk Lori Gummow
5. Awards, Presentations, Public Hearings and Public Participation
 - A. Awards – Officers Carlos Arellano, Mark Nelson, Nickolas Hitterman and Haley Ciaccio
 - B. Presentations – **Trustee Program update with Eric Setter and Michael Dunn Jr. from Region 1 Planning Council**
 - C. Public Hearings – None
 - D. Public Participation – Nancy Edwardsen, Winnebago County Animal Services, Con
6. Approval of Minutes..... Chairman Joseph Chiarelli
 - A. Approval of February 13, 2025 minutes
 - B. Layover of February 27, 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. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Cesar Chavez versus Winnebago County
- B. Zoning Committee **Jim Webster, Committee Chairman**
 - Planning and/or Zoning Requests:
 1. Committee Report
- C. Economic Development Committee **John Sweeney, Committee Chairman**
 1. Committee Report
 2. Resolution Electing to Opt-In to the Illinois Electronics Recycling Program for Program Year 2026
 3. Resolution Allocating Host Fee Funds to the Rockford Metropolitan Exposition, Auditorium and Office Building Authority D/B/A the Rockford Area Venues and Entertainment Authority (RAVE) for Capital Improvement Projects and Infrastructure at the BMO Center
- D. Operations and Administrative Committee **Keith McDonald, Committee Chairman**
 1. Committee Report
 2. Resolution Awarding Countywide Camera Project Additional Hardware Using CIP 2025 Funds
Cost: \$342,141
 3. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement for Information Technology Support Services with Rockford Housing Authority
 4. Resolution Awarding PC Obsolescence Project Using CIP 2025 Funds
Cost: \$365,250
 5. Resolution Awarding Cybersecurity Managed Detection and Response Using CIP 2025 Funds
Cost: \$377,388
 6. Resolution Awarding Uninterrupted Power Supplies Using CIP 2025 Funds
Cost: \$66,584
 7. Resolution Granting a Temporary Construction Easement from Property at 650 W. State St. in the City of Rockford to the State of Illinois Department of Transportation for Road Construction Purposes
- E. Public Works Committee **Dave Tassoni, Committee Chairman**
 1. Committee Report
- 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**

Appointment read in on February 13, 2025

- A. River Bluff Board of Directors, Annual Compensation: None
 - 1. Lowell Ingram (New Reappointment), Machesney Park, Illinois, to fill the remainder of a 4-year term (Trent Brass) expiring January 2027

Finance Committee

- A. Ordinance for Approval of Budget Amendment for Various Health Department Grant Awards Laid Over from February 27, 2025 Meeting

- 11. **New Business.....Chairman Joseph Chiarelli
(Per County Board rules, passage will require a suspension of Board rules).**
- 12. **Announcements & CommunicationsClerk Lori Gummow**
 - A. Correspondence (see packet)
- 13. **AdjournmentChairman Joseph Chiarelli**

Next Meeting: Thursday, March 27, 2025

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

Office of the Sheriff

Winnebago County



Gary Caruana
Sheriff



650 West State Street
Rockford, Illinois 61102
815-319-6000

To: Superintendent Kevin Ogden
CC: Major Ashlyn Fernandes, Major Justin Egler
From: Lt. Nicholas Asprooth
Date: 1/8/25
Ref: Officer Carlos Arellano

On 1/8/25 Officer Carlos Arellano was assigned as the 4C and 4D housing unit officer. While conducting the 2230 headcount, he arrived at cell 12. He accessed the door to ask for the inmate's wristband, and found him hanging from a noose he had made out of his jail issued jumpsuit. Officer Arellano called the code in a clear and calm voice, and immediately rendered aid. He removed the inmate from the noose and placed him on the floor. Once he realized the inmate was not breathing, he started chest compressions and continued until relieved by another officer.

Officer Arellano's dedication to his duties, attention to detail, quick action, and ability to remain calm in an incredibly stressful situation saved this inmate's life. He is a great example of professionalism, dedication to duty, and the standard we at the Winnebago County Sheriff's Department strive to achieve.

Respectfully Submitted,

Lt. Nicholas Asprooth

Lt Nick Asprooth



Office of the Sheriff

Winnebago County



Gary Caruana
Sheriff



650 West State Street
Rockford, Illinois 61102
815-319-6000

To: Superintendent Kevin Ogden
CC: Major Ashlyn Fernandes, Major Justin Egler
From: Lt. Nicholas Asprooth
Date: 1/8/25
Ref: Officer Mark Nelson

On 1/8/25 Officer Mark Nelson was assigned as the 2B and 2C housing unit officer. At 2245 a code was called over the radio for an inmate attempting suicide by hanging in 4C. Officer Nelson proceeded to the code and was one of the first officers to arrive. Upon his arrival to the cell, he observed Officer Arellano performing chest compressions on an inmate, and that the inmate was not in the best position on the floor. Officer Nelson helped Officer Arellano reposition the inmate in the middle of the cell. He then confirmed that the inmate was still not breathing and took over chest compressions. He continued them along with Officer Hitterman until paramedics arrived.

Officer Nelson's dedication to his duties, quick action, and ability to remain calm in an incredibly stressful situation saved this inmate's life. He is a great example of professionalism, dedication to duty, and the standard we at the Winnebago County Sheriff's Department strive to achieve.

Respectfully Submitted,

Lt. Nicholas Asprooth

Lt. Nick Asprooth



Office of the Sheriff

Winnebago County



Gary Caruana
Sheriff



650 West State Street
Rockford, Illinois 61102
815-319-6000

To: Superintendent Kevin Ogden
CC: Major Ashlyn Fernandes, Major Justin Egler
From: Lt. Nicholas Asprooth
Date: 1/8/25
Ref: Officer Nickolas Hitterman

On 1/8/25 Officer Nickolas Hitterman was assigned as the booking officer. At 2245 a code was called over the radio for an inmate attempting suicide by hanging in 4C. Officer Hitterman proceeded to the code and was one of the first officers to arrive. Officer Hitterman and Officer Nelson took over chest compressions without hesitation, and both continued until paramedics arrived.

Officer Hitterman's dedication to his duties, quick action, and ability to remain calm in an incredibly stressful situation saved this inmate's life. He is a great example of professionalism, dedication to duty, and the standard we at the Winnebago County Sheriff's Department strive to achieve.

Respectfully Submitted,

Lt. Nicholas Asprooth

Lt Nick Asprooth



Office of the Sheriff

Winnebago County



Gary Caruana
Sheriff



650 West State Street
Rockford, Illinois 61102
815-319-6000

To: Superintendent Kevin Ogden
CC: Major Ashlyn Fernandes, Major Justin Egler
From: Lt. Nicholas Asprooth
Date: 10/31/24
Ref: Officer Haley Ciaccio

On 10/31/24 Officer Haley Ciaccio was assigned as the 4B housing unit officer. While conducting a round she noticed that an inmate was not completely visible due to clothing hanging from the bunk obstructing her view. She entered the cell when the inmate did not respond and came across the inmate with clothing tied around her neck attempting suicide by hanging. She quickly called the code over her radio in a clear and calm voice and proceeded to untie the noose. Once this was done, she helped the inmate to the floor and provided aid. When her supervisors and medical arrived she calmly relayed the details so further aid could be administered to the inmate.

Officer Ciaccio's dedication to her duties, attention to detail, quick action, and ability to remain calm in an incredibly stressful situation saved this inmates life. She is a great example of professionalism, dedication to duty, and the standard we at the Winnebago County Sheriff's Department strive to achieve.

Respectfully Submitted,

Lt. Nicholas Asprooth



Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
FEBRUARY 13, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, February 13, 2025 at 6:01 p.m.
2. Board Member Sweeney gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements:

Under Public Safety and Judiciary

All Agenda Items will be removed until the next Committee Meeting and County Board.

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

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

5. Awards - None

Presentations- None

Public Hearings - None

Public Participation – None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Webster made a motion to approve County Board Minutes of January 9, 2025 and layover County Board Minutes of January 23, 2025, seconded by Board Member M. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, McDonald, Penney, and Scrol were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for February 13, 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 Fellars, McDonald, 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)**

A. River Bluff Board of Directors, Annual Compensation: None

1. Lowell Ingram (New Reappointment), Machesney Park, Illinois, to fill the remainder of a 4-year term (Trent Bass) expiring January 2027

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance Establishing Civil Fees and Criminal and Traffic Assessments to be charged by the Clerk of the Circuit Court to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, McDonald, Penney, and Scrol were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Salgado. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, McDonald, Penney, and Scrol were absent.)

ZONING COMMITTEE

10. No Report.

ECONOMIC DEVELOPMENT COMMITTEE

11. Board Member Sweeney made a motion to approve a Resolution Authorizing a Modification to the Intergovernmental Cooperation Agreement Between the County of Winnebago and the Village of New Milford for the Extension of Watermain on Baxter Between I-39 and Harrisville Road, seconded by Board Member McCarthy. Discussion by Board Member Sweeney. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, McDonald, Penney, and Scrol were absent.)

OPERATIONS & ADMINISTRATIVE COMMITTEE

12. Board Member Hanserd made a motion to approve a Resolution to Award Mail-In Ballot Services, seconded by Board Member Salgado. Discussion by Clerk Gummow and Board

Members Goral, Booker, and Webster. Motion was approved by a unanimous vote of all members present. (Board Members Fellars, McDonald, Penney, and Scrol were absent.)

PUBLIC WORKS COMMITTEE

13. Board Member Tassoni announced there will be no meeting this month.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

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

LEGISLATIVE AND LOBBYING COMMITTEE

15. No Report.

UNFINISHED BUSINESS

16. Chairman Chiarelli announced the passing of Tom Currier, former Chairman of the Winnebago County Board.

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

18. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
- a. Federal Register/Vol. 90, No. 12/Tuesday, January 21, 2025/Notices
 - 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; Dresden Nuclear Power Station; Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, units 2 and 3; Quad Cities Power Plant-Request for Withholding Information from Public Disclosure
 - c. Byron Station-Integrated Inspection Report 05000454/2024004 and 05000455/2024004

B. County Clerk Gummow submitted from Theresa Grennan, Winnebago County Treasurer the following:

- a. Collateralization Report – as of December 31, 2024
- b. Investment Report - as of January 1, 2025
- c. Winnebago County Treasurer Bank Balances –December, 2024

ADJOURNMENT

19. 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 6:17 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
FEBRUARY 27, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, February 27, 2025 at 5:59 p.m.
2. Board Member Tassoni gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 18 Present. 2 Absent. (Board Members Arena, Butitta, Fellars, Goral, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, M. Thompson, R. Thompson, Valdez, and Webster were present.) (Board Members Booker and Hanserd were absent.)

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

5.

<u>Awards</u>	-	None
<u>Presentations-</u>		None
<u>Public Hearings -</u>		None
<u>Public Participation -</u>		Stephanie Hicks, Beginning Organization/start-up relation on the County, Pro
		John Mitchell, Agriculture, Pro

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member Salgado made a motion to approve County Board Minutes of January 23, 2025 and layover County Board Minutes of February 13, 2025, seconded by Board Member M. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for February 27, 2025. Board Member Salgado made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Goral. Motion was approved

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

A. Harlem-Roscoe Fire Protection District, Annual Compensation: Not to exceed \$1,500 per year, plus 50% if ambulance service

1. Glenn Trommels (New Reappointment), Roscoe, Illinois, to fill the remainder of a 3-year term (Al Bach resignation effective 4/30/25) expiring May 2027
2. Burton Munger (Reappointment), Machesney Park, Illinois, to serve a 3-year term expiring May 2028

B. North Park public Water District, Annual Compensation: Not to exceed \$1,200 per year retiring 4/23/25) expiring May 2030

1. Don Shoevlin (New Appointment), Roscoe, Illinois, to serve a 5-year term (James Hall retiring 4/23/25) expiring May 2030

C. Veteran's Assistance Commission, Annual Compensation: None

1. Keith McDonald (New Appointment), Machesney Park, Illinois

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta made a motion to approve a Resolution Authorizing the Winnebago County Board Chairman to Execute a Contract for Transportation Services by and between the County of Winnebago, Illinois and Reagan Mass Transit District, seconded by Board Member R. Thompson. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)

10. Board Member Butitta made a motion to approve a Resolution Authorizing the Winnebago County Board Chairman to Execute a Memorandum of Understanding for Rural Winnebago County Public Transportation (Program Compliance Oversight Monitor-PCOM) by and Between

the County of Winnebago, Illinois and Reagan Mass Transit District, seconded by Board Member Goral. Discussion by Chairman Chiarelli and Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)

11. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Various Health Department Grant Awards to be Laid Over.
12. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Michael Delgado versus Winnebago County, seconded by Board Member Salgado. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)
13. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Michael Weber versus Winnebago County, seconded by Board Member Sweeney. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)

ZONING COMMITTEE

14. Board Member Webster made a motion to layover 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. until County Board meeting March 27, 2025, seconded by Board Member Goral. Motion to layover was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)
15. Board Member Webster made a motion to approve a Resolution Supporting Agriculture within the County of Winnebago, IL, seconded by Board Member McCarthy. Discussion by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)
16. Board Member Webster read in for the first reading of Z-01-25 A Map Amendment to rezone 4.97+- Acres from the AG, Agricultural Priority District to the RA, Rural Agricultural Residential District (a Sub-District of the RA District) for the property that is commonly known as 9843 Jesters Row, Roscoe, IL 61073 in Harlem Township, District 7, to be laid-over. Board Member Arena made a motion to suspend the rules, seconded by Board Member Valdez. Motion to suspend the rules was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.) Board Member Arena made a motion to approve Z-01-25, seconded by Board Member Valdez. Discussion by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)

Board Member Webster announced the next Zoning Board of Appeals meeting is scheduled for Wednesday, March 12, 2025 and the next Zoning Committee will meet Wednesday, March 26, 2025.

ECONOMIC DEVELOPMENT COMMITTEE

17. Board Member Sweeney announced an upcoming Economic Development Committee meeting scheduled for this upcoming coming Monday at 5:30 on the third floor.

OPERATIONS & ADMINISTRATIVE COMMITTEE

18. Board Member McDonald made a motion to approve a Resolution Awarding a Contract for Fiber Optic Connectivity and Internet Bandwidth, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)
19. Board Member McDonald made a motion to approve a Resolution to Approve Intergovernmental Agreement for Information Technology Services Between the County of Winnebago and the City of Loves Park, seconded by Board Member M. Thompson. Discussion by Board Member McDonald. Motion was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)

PUBLIC WORKS COMMITTEE

20. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

21. Board Member Lindmark made a motion to approve a Resolution Authorizing the Chairman of County Board to Execute an Accreditation Contract with the American Correctional Association (ACA), seconded by Board Member McCarthy. Discussion by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)
22. Board Member Lindmark made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the City of South Beloit Fire Department for Fire and EMS Dispatch Services, seconded by Board Member McDonald. Discussion by Chief Deputy Ciganek, Chief of the Civil Bureau Vaughn and Board Members Arena, Valdez, and Fellars. Board member Fellars made a friendly amendment to section 8.A., seconded by Board Member Valdez. Additional discussion by Deputy Chief Ciganek, Chief of the Civil Bureau Vaughn and Board Members Arena, Fellars, McDonald, Penney, and Valdez. Board Member Penney called the question. Board Member Fellars withdrew her motion for the amendment. Board Member Valdez withdrew her second. Discussion by Chief Deputy Ciganek and Board Member Salgado. The original Resolution was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)
23. Board Member Lindmark made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with Win-Bur-Sew Fire Protection District for Fire and EMS Dispatch Services, seconded by Board Member McDonald.

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

24. Board member Lindmark made a motion to approve a Resolution to Award Annual Maintenance Agreement for X-Ray Scanners, seconded by Board Member Webster. Motion was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)
25. Board Member Lindmark made a motion to approve a Resolution Awarding a Veterinarian Services Agreement Between Winnebago County Animal Services and Shelter Vet-On- The-Go, PLLC, seconded by Board Member McCarthy. Motion was approved by a unanimous vote of all members present. (Board Members Booker and Hanserd were absent.)

LEGISLATIVE AND LOBBYING COMMITTEE

26. No Report.

UNFINISHED BUSINESS

27. None.

NEW BUSINESS

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

Board Member Valdez asked for an update on the Mental Health Board.

Board Member Fellars spoke of a Resolution for a six-month audit.

ANNOUNCEMENTS & COMMUNICATION

29. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
 - A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
 - a. Operator Licensing Examination Approval-Byron Station, February 2025
 - b. Byron Station, Unit Nos. 1 and 2-Request to Use Provisions from a Later Edition of ASME Code, Section XI (EPID-L-2024-LLR-0073)
 - c. Federal Register/Vol. 90, No. 31/Tuesday, February 18, 2025/Notices
 - B. County Clerk Gummow submitted from Theresa Grennan, Winnebago County Treasurer the following:

- a. Collateralization Report – as of January 31, 2025
 - b. Investment Report - as of February 1, 2025
 - c. Winnebago County Treasurer Bank Balances –January, 2025
- C. County Clerk Gummow submitted a Monthly Report from the Winnebago County Clerk and Winnebago County Recorder's Office for January, 2025.

Board Member Butitta congratulated Board Member Salgado on his election victory.

Board Member Fellars has recently been engaged.

ADJOURNMENT

30. 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. (Board Members Booker and Hanserd were absent.) The meeting was adjourned at 6:47 p.m.

Respectfully submitted,

Lori Gummow
County Clerk
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CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
6 different organizations for 9 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
31264	1	VIETNAM VETERANS OF AMERICA	05/09/25-10/11/25	\$2,650.00
31270	1	TEMPLE BETH-EL	04/16/25-05/21/25	\$3,000.00
31272	1	HARLEM COMMUNITY CENTER	03/28/25-05/30/25	\$4,000.00

The Following Have Requested a Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31271	1	2 WHEEL INN	03/15/25-03/29/25	\$800.00

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
31265	1	KISHWAUKEE VALLEY ABATE	03/28/25-03/28/26	\$4,999.99
31266	1	S.M. & S.F. CLUB	03/31/25-03/31/26	\$5,000.00
31267	1	S.M. & S.F. CLUB	03/31/25-03/31/26	\$2,500.00
31268	1	VENETIAN CLUB	04/01/25-03/31/26	\$2,500.00
31269	1	VENETIAN CLUB	04/01/25-03/31/26	\$5,000.00

This concludes my report,

Deputy Clerk KRYSTAL SOTO

LORI GUMMOW
 Winnebago County Clerk

Date 13-Mar-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	\$	551,844
101	PUBLIC SAFETY TAX	\$	147,897
103	DOCUMENT STORAGE FUND	\$	12,226
105	VITAL RECORDS FEE FUND	\$	1,601
109	VICTIM IMPACT PANEL FEE	\$	800
114	911 OPERATIONS FUND	\$	26,614
115	PROBATION SERVICE FUND	\$	263
116	HOST FEE FUND	\$	2,000
119	CORONER FEE FUND	\$	4,301
123	STATE DRUG FORFEITURE ST ATTY	\$	52,166
126	LAW LIBRARY	\$	15,114
129	COUNTY AUTOMATION FUND	\$	4,220
131	DETENTION HOME	\$	12,816
155	MEMORIAL HALL	\$	1,754
161	COUNTY HIGHWAY	\$	77,960
164	MOTOR FUEL TAX FUND	\$	300,363
165	TOWNSHIP HIGHWAY FUND	\$	8,487
181	VETERANS ASSISTANCE FUND	\$	42,320
185	HEALTH INSURANCE	\$	224,602
194	TORT JUDGMENT & LIABILITY	\$	30,490
196	MENTAL HEALTH TAX FUND	\$	1,773,646
218	BAXTER RD. TIF FUND	\$	405,626
258	2022 GO REFUNDING BONDS	\$	750
301	HEALTH GRANTS	\$	105,965
302	SHERIFF'S DEPT GRANTS	\$	128,609
304	PROBATION GRANTS	\$	50,729
309	CIRCUIT COURT GRANT FUND	\$	1,361
313	AMERICA RESCUE PLAN	\$	99,923
314	CJCC GRANTS FUND	\$	24,481
401	RIVER BLUFF NURSING HOME	\$	249,013
410	ANIMAL SERVICES	\$	19,556
420	555 N COURT OPERATIONS FUND	\$	13,859
430	WATER FUND	\$	10,978
501	INTERNAL SERVICES	\$	12,729
743	CAPITAL PROJECTS FUND	\$	137,384
			<hr/>
	TOTAL THIS REPORT	\$	4,552,447
			<hr/>

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 13th day of March 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



Resolution Executive Summary

Prepared By: Tanya Harris

Committee: Finance Committee

Committee Date: March 6, 2025

Resolution Title: Resolution authorizing settlement of a claim against the County of Winnebago entitled Cesar Chavez versus Winnebago County

Board Meeting Date: March 13, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$47,272.13
If not, explain funding source:	Budget Impact: \$47,272.13
ORG/OBJ/Project Code: 49400-43535	Tort Judgement Fund/Worker's Comp Claims

Background Information: Settlement for Cesar Chavez in the amount of \$47,272.13.

Recommendation: The Finance Committee, chaired by John Butitta, has reviewed the settlements presented to the Board. The Board is asked to approve this settlement in favor of the Committee's recommendations at its March 13, 2025 meeting.

Contract/Agreement:

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

Follow-Up: N/A

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

Sponsored by: John Butitta
Submitted by: Finance Committee

2025 CR

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM
AGAINST THE COUNTY OF WINNEBAGO ENTITLED
CESAR CHAVEZ VERSUS WINNEBAGO COUNTY**

WHEREAS, the County of Winnebago, Illinois, is involved in having a claim asserted against it by Cesar Chavez for injuries allegedly sustained while in the employment of the Sheriff's Department, and,

WHEREAS, the Plaintiff has offered to settle the above claims against the County of Winnebago for consideration payable in the amount of \$47,272.13 for the settlement funding for his Workers Compensation case; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claim entitled Cesar Chavez versus County of Winnebago for injuries allegedly sustained by Cesar Chavez while in the employment of the Sheriff's Department by payment of the amount of \$47,272.13 for the settlement for permanent disability for a Workers Compensation case.

BE IT FURTHER RESOLVED, that this Resolution for Cesar Chavez in the amount of \$47,272.13 shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

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

ECONOMIC DEVELOPMENT COMMITTEE



Resolution Executive Summary

Committee Date: Monday, March 3, 2025

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Electing To Opt-In To The Illinois Electronics Recycling Program For Program Year 2026

County Code: NA

Board Meeting Date: Thursday, March 13, 2025

Budget Information:

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

Background Information:

Winnebago County has voluntarily participated since 2019 (program inception) in the State of Illinois, Consumer Electronics Recycling Act (CERA), Program. The County does have the option to withdraw from participating in the Program at any time, if the Board were to desire to. The CERA Program requires manufacturers to financially support the recycling of electronic waste as specified by the program (Examples: TV's, Computers & Monitors, Printers, DVD Players, VCRs, Electronic Keyboards, Fax Machines, Scanners, etc.). The County has aligned with Keep Northern Illinois Beautiful (KNIB) who is a recycling expert in Winnebago County and oversees the operation/management of this. KNIB is a third party in this arrangement and have successfully run this program with the County assisting us by handling this service and simultaneously lessening the cost that the County would otherwise have to occur.

<https://epa.illinois.gov/topics/waste-management/materials-management/electronics-recycling1.html>

Recommendation:

Administration and the County Board has supported this initiative since 2019. More recently the Board approved Resolution 2020-CR-026 (FY-2021), 2021-CR-027 (FY-2022), 2022-CR-013 (FY-2023), 2023-CR-028 (FY-2024), and 2024-CR-025 (FY-2025). This Resolution is to continue to voluntarily opt-in to this Program for calendar year 2026. This effort helps reduce costs that would otherwise become financial burdens to other County Departments.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Keeping Northern Illinois Beautiful (KNIB) & County Staff provide updates to the Economic Development Committee periodically on this topic, typically on an annual basis.

County Board Office

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

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2025 CR ____

**RESOLUTION ELECTING TO OPT-IN TO THE ILLINOIS ELECTRONICS
RECYCLING PROGRAM FOR PROGRAM YEAR 2026**

WHEREAS, the State of Illinois adopted the Consumer Electronics Recycling Act (the “Act”) in 2018, recognizing that many older and obsolete consumer electronic products contain materials which may pose environmental and health risks that should be managed; and

WHEREAS, the State also acknowledged that consumer electronic products contain metals, plastics, glass, and other potentially valuable materials, which can be reused and recycled to conserve natural resources and energy; and

WHEREAS, the State determined that manufacturers of electronic products should share responsibility for the proper management of obsolete consumer electronic products as the cost burden of collecting and processing these items for reuse and recycling would be significant for Illinois counties and municipalities; and

WHEREAS, the Act requires manufacturers to provide a manufacturer e-waste program to transport and recycle residential covered electronic devices collected at, and prepared for transport from, program collection sites; and

WHEREAS, counties and municipalities that wish to participate in the e-waste program must opt-in to the program by March 1 of each year and provide collection sites for the covered electronic devices; and

WHEREAS, the County of Winnebago desires to continue the partnership with Keep Northern Illinois Beautiful, which has been in place since program year 2019 to provide collection sites for covered electronic devices.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, that the County of Winnebago elects to opt-in to the Illinois Electronics Recycling Program for Program Year 2026.

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

RAY THOMPSON

RAY THOMPSON

The above and foregoing Resolution 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

Illinois County and Municipal Joint Action Agency Opt-In Form Illinois Electronics Recycling Program

Note: One application per county. To be submitted by County or Municipal Joint Action Agency.

Program Year 2026 (Due March 1, 2025)

County or Municipal Joint Action Agency Information

Name of County or
Municipal Joint Action Agency: Winnebago County

Street Address (line 1): 404 Elm Street

(line 2): _____

City: Rockford

Zip Code: 61101

County: Winnebago

Contact Information

First Name: Chris

Last Name: Dornbush

Title: Chief Operations Officer

Direct Phone: 815-319-4367

Email: cdornbush@admin.wincoil.gov

Proposed Collection Sites and/or Events

Pursuant to 415 ILCS 151/1-15 of the Consumer Electronics Recycling Act, counties and municipal joint action agencies that elect to participate are allotted a certain number of collection sites dependent upon the population density within their jurisdiction. Please list all of the recommended locations for permanent sites or one-day events in program year 2026. (Should additional locations be needed, click on the button provided to add more fields.)

Note: Sites and events must be located within the participating county or municipal joint action agency.

These sites are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.

☒ Site

☐ Event

Operator of Site or Event: Keep Northern Illinois Beautiful (KNIB)

Street Address of Location: 4665 Hydraulic Road

City: ROckford

Zip Code: 61109

County: Winnebao

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Tuesday 2 PM to 5 PM

Saturday 9 AM to 12 PM

Has this site or event operated in a previous program year? ☒ Yes ☐ No

If so, please enter the following information.

Collection Site Contact Name: Pamela Osborne

Collection Site Contact Phone: 815-637-1343

Contact Email: Pam@knib.org

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

Semi-trailer, pick-ups, forklift or pallet jack for loading.

Estimated Annual CED Collection (pounds): 500,000

☒ Site ☐ Event

Operator of Site or Event: Keep Northern Illinois Beautiful (KNIB)

Street Address of Location: 8409 N. 2nd Street

City: Machesney Park

Zip Code: 61115

County: Winnebago

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Wednesday 2 PM to 5 PM

Saturday 9 AM to 12 PM

Has this site or event operated in a previous program year? ☒ Yes ☐ No

If so, please enter the following information.

Collection Site Contact Name: Pamela Osborne

Collection Site Contact Phone: 815-637-1343

Contact Email: Pam@knib.org

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

Semi-trailer, pick-ups, forklift or pallet jack for loading.

Estimated Annual CED Collection (pounds): 300,000

☒ Site ☐ Event

Operator of Site or Event: Keep Northern Illinois Beautiful

Street Address of Location: 624 Eastern Ave.

City: South Beloit

Zip Code: 61080

County: Winnebago

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

2nd Saturday of every month, 9 AM to 12 PM

Has this site or event operated in a previous program year? ☐ Yes ☒ No

Recommended Recycler

Please identify the **recommended** recycler to be used for program year 2026. (Should additional recyclers be needed, click on the button provided to add more fields.)

Note: These recyclers are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.

Name of Recycler: Dynamic Lifestyle Innovation

Street Address: N5549 County Rd Z

City: Onalaska, WI 54650

Zip Code: 54650

County: La Crosse

Direct Phone: (608) 781-4030

Email: _____

Certification of Authorized Government Official

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

By signing this form, you are certifying that the information on this form is accurate.

Name: Pat Thompson

Title: County Administrator

Phone: 815-319-4062

Email: pthompson@admin.wincoil.gov

Signature

Date

When complete, please print, sign, scan, and email this form to:

EPA.Recycling@illinois.gov and info@ilclearinghouse.org

All collectors and their vendors are subject to audits by manufacturer programs authorized under 415 ILCS 151/1-30.

For more information on the Illinois Manufacturer's E-Waste Program, please visit:

www2.illinois.gov/epa/topics/waste-management/electronics-recycling

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, LORI GUMMOW, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

**RESOLUTION ELECTING TO OPT-IN TO THE ILLINOIS ELECTRONICS
RECYCLING PROGRAM FOR PROGRAM YEAR 2025**

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

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

This 9TH DAY OF FEBRUARY, 2024.

LORI GUMMOW, Winnebago County Clerk

BY: Angela Reina Deputy County Clerk



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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2024 CR 025

**RESOLUTION ELECTING TO OPT-IN TO THE ILLINOIS ELECTRONICS
RECYCLING PROGRAM FOR PROGRAM YEAR 2025**

WHEREAS, the State of Illinois adopted the Consumer Electronics Recycling Act (the “Act”) in 2018, recognizing that many older and obsolete consumer electronic products contain materials which may pose environmental and health risks that should be managed; and

WHEREAS, the State also acknowledged that consumer electronic products contain metals, plastics, glass, and other potentially valuable materials, which can be reused and recycled to conserve natural resources and energy; and

WHEREAS, the State determined that manufacturers of electronic products should share responsibility for the proper management of obsolete consumer electronic products as the cost burden of collecting and processing these items for reuse and recycling would be significant for Illinois counties and municipalities; and

WHEREAS, the Act requires manufacturers to provide a manufacturer e-waste program to transport and recycle residential covered electronic devices collected at, and prepared for transport from, program collection sites; and

WHEREAS, counties and municipalities that wish to participate in the e-waste program must opt-in to the program by March 1 of each year and provide collection sites for the covered electronic devices; and

WHEREAS, the County of Winnebago desires to continue the partnership with Keep Northern Illinois Beautiful, which has been in place since program year 2019 to provide collection sites for covered electronic devices.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, that the County of Winnebago elects to opt-in to the Illinois Electronics Recycling Program for Program Year 2025.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Director of Regional Planning and Economic Development, County Auditor, and the County Administrator.

Respectfully submitted,
Economic Development Committee


AGREE

DISAGREE



JOHN SWEENEY, CHAIRMAN

JOHN SWEENEY, CHAIRMAN



TIM NABORS, VICE CHAIR

TIM NABORS, VICE CHAIR



JEAN CROSBY

JEAN CROSBY



ANGELA FELLARS

ANGELA FELLARS



VALERIE HANSERD

VALERIE HANSERD



BRAD LINDMARK

BRAD LINDMARK




JOHN PENNEY


JOHN PENNEY

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 8th day of February 2024.

ATTESTED BY:



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



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

(12)

COMMITTEE: Economic DevelopmentSUBJECT: Res. Elec. to Opt-In IL Recycling

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL M.	✓				
2. BOOKER, AARON	✓				
3. BUTITTA, JOHN	✓				
4. CROSBY, JEAN	✓				
5. FELLARS, ANGELA	-			✓	
6. GORAL, ANGIE	✓				
7. GUEVARA, JOHN M.	✓				
8. HANSERD, VALERIE	✓				
9. HOFFMAN, JOE C.	✓				
10. LINDMARK, BRAD	✓				
11. MCCARTHY, KEVIN	✓				
12. MCDONALD, KEITH	✓				
13. NABORS, TIMOTHY	✓				
14. PENNEY, JOHN	-			✓	
15. SALGADO, JAIME J.	✓				
16. SCROL, CHRISTOPHER	✓				
17. SWEENEY, JOHN F.	✓				
18. TASSONI, DAVE	✓				
19. THOMPSON, MICHAEL J.	✓				
20. WEBSTER, JIM	✓				
TOTALS <i>unanimous vote</i>	18			2	



FREQUENTLY ASKED QUESTIONS – COUNTY INFORMATION

ILLINOIS ELECTRONICS RECYCLING PROGRAM

What is the Illinois Electronics Recycling Program?

The Consumer Electronics Recycling Act (CERA) establishes a statewide system for recycling and/or reusing a specific set of electronic devices (CEDs) from Illinois residences. CERA requires CED manufacturers to financially support the recycling of collected CEDs.

What are the covered electronic devices that manufacturers are responsible for recycling?

Computers	DVD Recorders	Electronic Mice
Computer Monitors	VCRs	Small-Scale Servers
Televisions	Video Game Consoles	Portable Digital Music
Printers	Digital Converter Boxes	Players (Memory Capability
FAX Machines	Cable Receivers	& Battery Powered)
Scanners	Satellite Receivers	
DVD Players	Electronic Keyboards	

What about the electronic devices that the manufacturers do not have to recycle?

Individual collectors may decide to accept non-CEDs, such as cell phones, microwaves, and other common household devices that have an electronic component. Collectors must separate any accepted non-CEDs from the collected CEDs before those items are removed from the collection site. Collectors may be charged a fee by their recycler to cover the cost of recycling non-CEDs.

What is the benefit for a county to participate in the Illinois Electronics Recycling Program?

The Illinois Electronics Recycling Program provides residents of participating counties an environmentally safe outlet for their unwanted CEDs and helps prevent open dumping of electronics.

What does a county need to do to participate in the next program year?

Submit a completed Opt-In Form to the Illinois EPA and the designated manufacturer representative by March 1 of the preceding program year. The Opt-In Form should include a list of proposed collection locations that are likely to be available to support an electronics recycling site or event during the next program year.

What is the county responsible for if it opts-in to the program?

Participating counties are awarded a certain number of sites based upon population density, this is broken down below. The county will work with the manufacturer electronics recycling program contact to determine the specific collection sites or events for the upcoming program year. [Section 1-45 of CERA](#) outlines the additional responsibilities for counties that operate their own collection sites.

Population Density (individuals/sq. mile)	Minimum # of Sites*
0-249	1
250-499	2
500-749	3
750-999	4
1000-4999	5
5000+	15
*One site is equivalent to four one-day events	
Note: Municipality with over 1,000,000 residents receives 10 additional sites (located in that municipality)	

Will the county have to absorb any costs?

This depends if the county acts as a collector. Counties that hire a third party to collect CEDs will likely have to absorb the third party's costs. These expenses may be covered or minimized by the fees that collectors can charge for accepting televisions and monitors.

Counties that serve as collectors are primarily responsible for staffing, equipment (forklift, forklift operator, pallet jack, etc.), and advertising. Under these circumstances, electronics manufacturers provide the county packaging and shipment materials, bulk transportation, and recycling of collected CEDs. The county may be assessed a prorated transportation fee if loads of transported CEDs do not average 18,000 pounds.

Counties can keep costs low by working with local departments to staff sites or events. Contact your ILCSWMA Regional Representative to see if they have any other ideas that have worked in the past.

ILCSWMA Northern Region Representative – Pete Adrian – padrian@swalco.org or 847-377-4952

ILCSWMA Central Region Representative – Chad Braatz – chad.braatz@cityofmonmouth.com – 309-255-5075

ILCSWMA Southern Region Representative – Andi Yancey – anyancey@co.madison.il.us – 618-296-4616

Will counties be charged any fees by electronics recyclers?

CERA does not include any recycler fees. The Illinois EPA recommends that counties contact their recycler to determine if they have an independent fee schedule.

How many people are needed to staff a site or event? What if a county does not have any staff for these sites or events?

Site staffing may vary based on county size. Depending upon the population density within a county, a single staff member for a site may suffice. However, staffing a site is more predictable than an event. Event staffing can vary depending upon several factors, including frequency of event, weather, and advertising. Counties should discuss staffing numbers with their recycler or ILCSWMA Regional Representative as they may have experience with organizing electronics recycling events.

Volunteers can be used if the county does not have enough staff for these sites or events. Volunteers should receive sufficient training that covers safety, sorting, and packaging prior to the event. Also, an individual with experience is recommended to provide expertise on the sorting, packaging and loading of the collected material.

What are the benefits and limitations of selecting collection sites or one-day collection events?

	Benefits	Limitations
Collection Site	<ul style="list-style-type: none">• Continued availability for resident drop-off• Predictable schedule• May operate with single employee• County control over recycler pick-ups	<ul style="list-style-type: none">• Dedicated location• Dedicated staff
One-day Event	<ul style="list-style-type: none">• Flexible location options (may use an empty parking lot)• Staff only required for one day	<ul style="list-style-type: none">• Limited availability to residents• Unpredictable (weather, number of incoming devices)• Less control over ability to meet 18,000 gross pound transportation requirement

What can a county expect after opting-in?

Participating counties should be contacted by a manufacturer program contact after opting-in to the Illinois electronics recycling program. The manufacturer program contact will work with participating counties to identify the collection sites or events that will be listed in the manufacturer program plan and connect the counties with assigned recyclers. These contacts should take place before July 1, when the manufacturer program plan is due to the Illinois EPA.

ELECTRONICS \neq TRASH

But why?

It is illegal for these devices to go into a landfill.

Electronics contain hazardous materials and we need to protect our environment from these materials entering into our land and water.



Valuable and precious metals can also be found in these devices, like gold, silver, copper, zinc, aluminum, platinum, nickel, cobalt, etc.

Find a collection location near you at: bit.ly/recycleil



Illinois Electronics Recycling Program



Illinois Environmental
Protection Agency

Introduction

The Illinois Statewide Electronics Recycling Program began on January 1, 2012 under the Electronics Products Recycling & Reuse Act (EPRRA). On January 1, 2019, the Consumer Electronics Recycling Act (CERA) replaced EPRRA as the statutory framework for the statewide electronics recycling program. CERA incorporated many of the lessons learned from the historic program administration, including replacing numerical annual collection goals with minimum collection site requirements for participating Illinois counties.

The statewide program offers an environmentally sound outlet for residential electronics and reduces the occurrence of open dumping which can be an environmental and economic burden for Illinois taxpayers. CERA requires manufacturers of covered electronic devices (CEDs), listed in Table 1, to register with the Illinois Environmental Protection Agency (Agency) the brands they offer for sale at retail to Illinois residents. These manufacturers are required to fund packaging, transportation, and the subsequent recycling of CEDs collected at participating collection locations. The list of registered manufacturers can be found on the Agency's [website](#).

Table 1. List of Covered Electronic Devices

- Computers
- Computer Monitors
- Keyboards & Mice
- Printers
- Scanners
- Fax Machines
- Small-Scale Servers
- Televisions
- DVD Players|
- DVD Recorders
- VCRs
- Cable Receivers
- Satellite Receivers
- Digital Converter Boxes
- Video Game Consoles
- Portable Music Players (with memory capabilities)

Program Participation

Illinois county participation plays an important role in program success. In total, 47 counties opted into the 2023 statewide program. Of those counties, 38 were able to run collection sites or hold collection events. Figure 1 displays a visual depiction of county participation. Approximately 86% of the Illinois population had the opportunity to use a CERA collection site or event during calendar year 2023.

Collectors and recyclers are also vital components of the statewide program. Collectors involved in the program must register each program year with the Agency. In many cases, the participating county acts as their own designated collector. A county may also designate a third party to act as their collector. Collectors must register the collection sites and events with the Agency. These sites and events are published on the Agency's website and added to our [Beyond the Bin Map](#) for public access.

Recyclers involved in the statewide program are selected and assigned to participating counties by the manufacturers. In 2023, seven recyclers were selected to participate. Registered collectors and recyclers are responsible for handling CEDs in an environmentally safe manner in accordance with state law. CERA contemplates allowing additional collectors and recyclers

maintaining independent collection and recycling networks, which may not be funded by manufacturers.

Collection Totals and Analysis

CERA requires manufacturers to annually report to the Agency the amount of CEDs collected and recycled from participating collection sites and events by device category. The eight device categories are:

1. Computers and small-scale servers
2. Computer monitors
3. Televisions
4. Printers, scanners, fax machines
5. DVD players/recorders, video players/recorders
6. Video game consoles
7. Digital converter boxes, cable and satellite receivers
8. Keyboards, mice, portable digital music players

Manufacturers reported that approximately ~9.94 million pounds of CEDs were collected from collection sites and events established under CERA in 2023.

Figure 2 illustrates the total weight amount collected by CED category. A majority of the weight collected can be attributed to televisions and accounts for 56.8% of the total weight collected. Although televisions continue to become slimmer and lighter, they remain the heaviest consumer electronic. Additionally, tube televisions persist in Illinois homes despite their phaseout in the mid- to late 2000s. Television collection numbers are expected to remain high for the future due to their size, weight, and abundance. Computer monitor and Peripherals collection numbers are also expected to increase for the future due to the technology operational shift in response to the COVID-19 pandemic.

The remaining device categories collected include: Printers/Scanners/Fax (12%), DVD and VCR Players/Recorders (10.3%), Computers and Small-Scale Servers (7%), Computer Peripherals (5.1%), Computer Monitors (7.4%), Cable/Satellite Equipment (1.1%), and Game Consoles (0.4%).

In addition, the Agency is provided with a summary of CED weight collected by each county. A summary of collection weight by county can be found in Table 2. The top four counties by collected weight are Lake County, Will County, DuPage County, and Kane County. These counties represent the four out of the five largest Illinois counties by population size.

CERA is among the first of several electronic recycling statutes enacted in the United States. Analysis of program effectiveness is on-going as more data is collected each year. Nine counties that had opt-ed into the program were ultimately unable to provide collection services during 2023 due to the budgeting, infrastructure, and staffing restraints following the COVID-19 pandemic reopening measures. Additionally, some new collection sites awaited construction and opening, and many collection events were postponed. Therefore, the 2023 program was

significantly impacted. Program year 2023 brought in 266 thousand fewer pounds when compared to program year 2022. A decrease in total weight collected was anticipated. Despite these challenges, local governments and recyclers worked diligently to re-open collection sites and hold collection events throughout the program year. This was largely achieved by taking additional measures to protect the health and safety of employees and residents so that this important program could continue to benefit local communities and the environment.

Please contact Archana Uppuluri at (217) 524-9303 or email EPA.Recycling@illinois.gov if you have any questions related to this report or the Illinois Statewide Electronics Recycling Program.

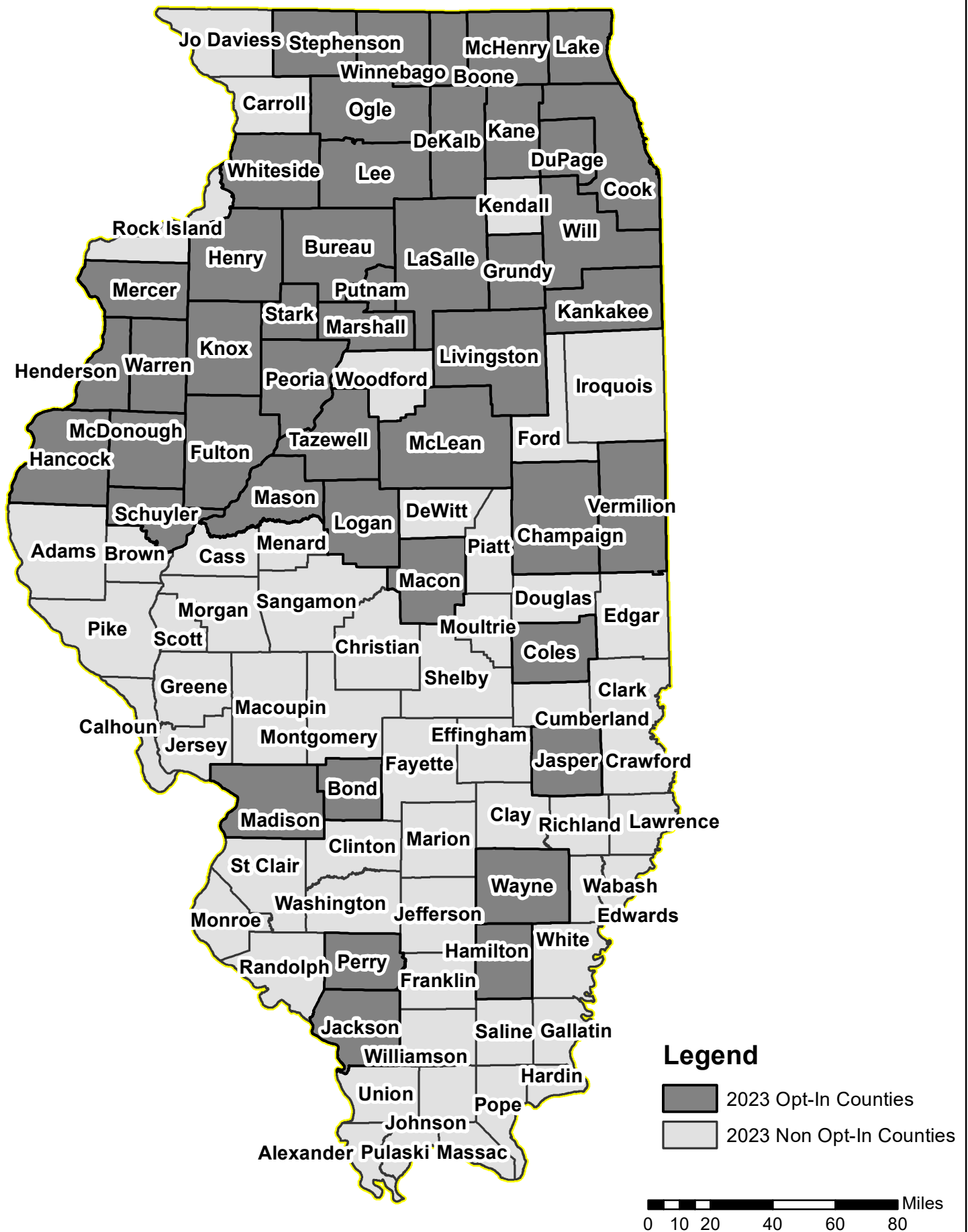
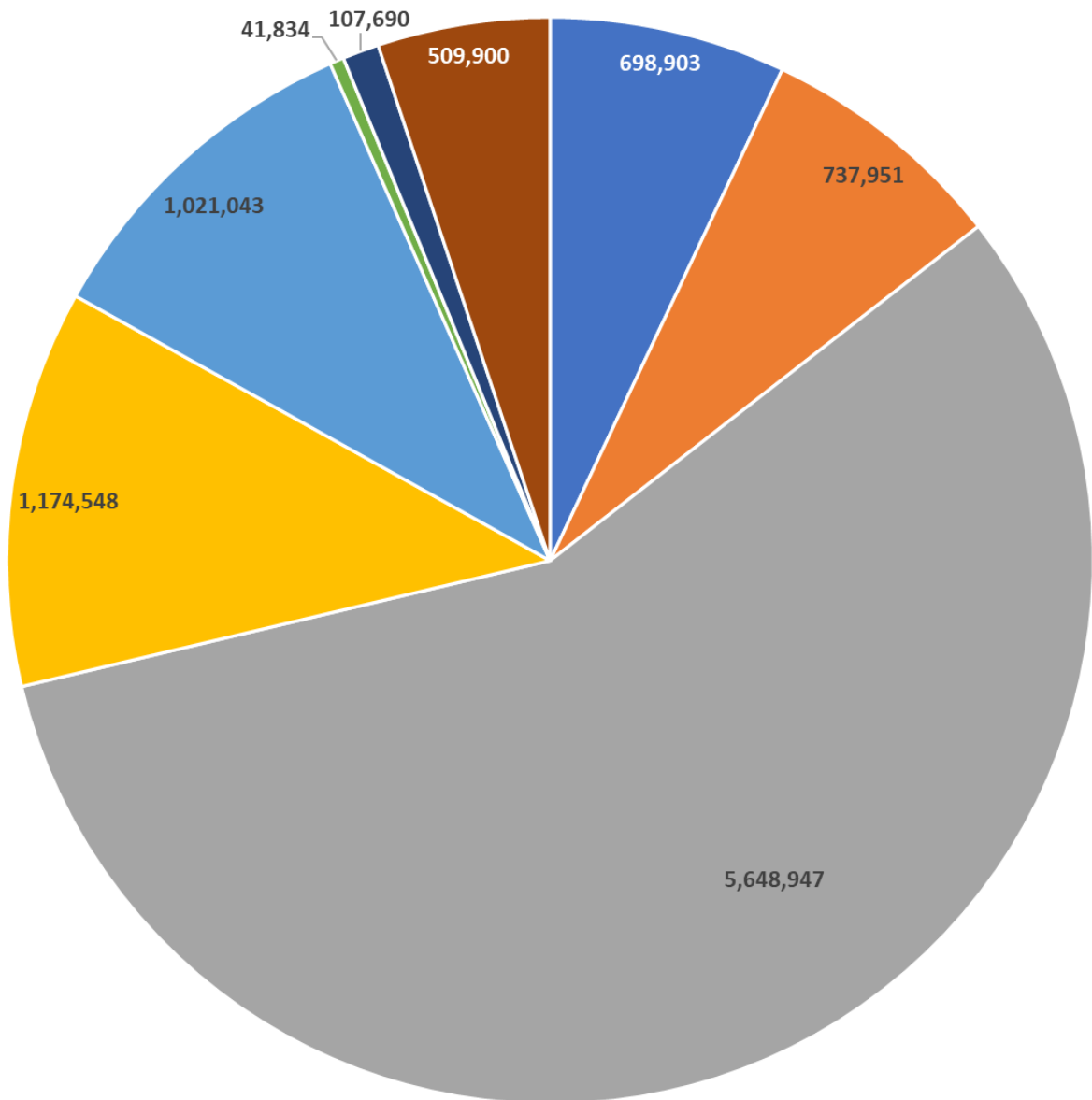


Figure 1. Illinois County Participation in 2023 under CERA

Figure 2. Total CED Weight (lbs.) Collected in 2023 Under CERA



- Computers and Small-scale servers
- TVs
- DVD players, DVD recorders, VCRs
- Digital converter boxes, cable receivers, satellite receivers
- Computer Monitors
- Printers, Fax machines, Scanners
- Game consoles
- Peripherals

Table 2. CED weight (lbs.) Collected by Illinois Counties in 2022 Under CERA

County	Weight (lbs.) Collected by County (2023)
Bond	33,027
Boone	83,122
Bureau	30,764
Champaign	161,259
Cook	371,818
Dupage	1,290,024
Fulton	59,685
Grundy	39,201
Hancock	20,991
Henderson	7,213
Henry	53,469
Jackson	310,157
Jasper	35,330
Kane	984,862
Kankakee	125,076
Knox	66,846
Lake	1,649,020
LaSalle	108,129
Lee	53,497
Livingston	83,092
Macon	79,934
Madison	99,507
Marshall	41,620
McDonough	51,161
McHenry	441,616
McLean	517,262
Mercer	30,498
Ogle	115,583
Peoria	963,313
Perry	16,676
Schuyler	18,039
Vermillion	76,705
Warren	39,353
Wayne	14,707
Whiteside	174,776
Will	1,396,691
Winnebago	296,795
TOTAL	9,940,818

* Collection numbers do not include non-opt-in counties, municipal programs outside of CERA, private programs, retailers, for profit businesses, or non-profits.



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ENVIRONMENTAL SAFETY

(415 ILCS 151/) Consumer Electronics Recycling Act.

(415 ILCS 151/Art. 1 heading)

ARTICLE 1. CONSUMER ELECTRONICS RECYCLING ACT

(This Article is scheduled to be repealed on December 31, 2026)

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-1)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-1. Short title. This Act may be cited as the Consumer Electronics Recycling Act. References in this Article to "this Act" mean this Article.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-3)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-3. Findings; purpose.

(a) The General Assembly finds all of the following:

(1) Many older and obsolete consumer electronic products contain materials which may pose environmental and health risks that should be managed.

(2) Consumer electronic products contain metals, plastics, glass, and other potentially valuable materials. The reuse and recycling of these materials can conserve natural resources and energy.

(3) The recycling and reuse of the covered electronic devices defined under this Act falls within the State of Illinois' interest in the proper management of such products.

(4) Illinois counties and municipalities may face significant cost burdens in collecting and processing obsolete electronic products for reuse and recycling.

(5) Manufacturers of electronic products should share responsibility for the proper management of obsolete consumer electronic products.

(6) Illinois counties and municipalities, and the

citizens of Illinois, will benefit from the implementation of a program or programs for the proper management of obsolete consumer electronic products operated by manufacturers that are actively overseen by the State.

(7) It is the intent of the State to allow manufacturers to coordinate their activities and programs related to the proper management of obsolete covered electronic devices as defined under this Act under strict State supervision regardless of the effect the manufacturers' actions or such coordination will have on competition.

(8) It is in the best interest of the State to promote the coordination of manufacturer activities and programs related to the proper management of obsolete covered electronic devices through participation in a manufacturer clearinghouse as set forth in the Act.

(b) The purpose of this Act is to further the interest of the State of Illinois in the proper management of obsolete consumer electronic products by setting forth procedures by which the recycling and processing for reuse of covered electronic devices will be accomplished by manufacturers for those counties and municipalities that wish to opt-in to electronic product manufacturer-run recycling and processing programs that are approved and overseen by the State of Illinois.

(Source: P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-5)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-5. Definitions. As used in this Act:

"Agency" means the Illinois Environmental Protection Agency.

"Best practices" means standards for collecting and preparing items for shipment and recycling. "Best practices" may include standards for packaging for transport, load size, acceptable load contamination levels, non-CED items included in a load, and other standards as determined under Section 1-85 of this Act. "Best practices" shall consider the desired intent to preserve existing collection programs and relationships when possible.

"Collector" means a person who collects residential CEDs at any program collection site or one-day collection event and prepares them for transport.

"Computer", often referred to as a "personal computer" or "PC", means a desktop or notebook computer as further defined below and used only in a residence, but does not mean an automated typewriter, electronic printer, mobile telephone, portable hand-held calculator, portable digital assistant (PDA), MP3 player, or other similar device. "Computer" does not include computer peripherals, commonly known as cables, mouse, or keyboard. "Computer" is further defined as either:

(1) "Desktop computer", which means an electronic, magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions for general purpose needs that are met through interaction with a number of software programs contained therein, and that is not designed to exclusively perform a specific type of logical, arithmetic, or storage function or other limited or specialized application. Human interface with a desktop computer is achieved through a stand-alone keyboard, stand-alone monitor, or other display unit, and a stand-alone mouse or other pointing device, and is designed for a single user. A desktop computer has a main unit that is intended to be persistently located in a single location, often on a desk or on the floor. A desktop computer is not

designed for portability and generally utilizes an external monitor, keyboard, and mouse with an external or internal power supply for a power source. Desktop computer does not include an automated typewriter or typesetter; or

(2) "Notebook computer", which means an electronic, magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions for general purpose needs that are met through interaction with a number of software programs contained therein, and that is not designed to exclusively perform a specific type of logical, arithmetic, or storage function or other limited or specialized application. Human interface with a notebook computer is achieved through a keyboard, video display greater than 4 inches in size, and mouse or other pointing device, all of which are contained within the construction of the unit that comprises the notebook computer; supplemental stand-alone interface devices typically can also be attached to the notebook computer. Notebook computers can use external, internal, or batteries for a power source. Notebook computer does not include a portable hand-held calculator, or a portable digital assistant or similar specialized device. A notebook computer has an incorporated video display greater than 4 inches in size and can be carried as one unit by an individual. A notebook computer is sometimes referred to as a laptop computer.

(3) "Tablet computer", which means an electronic, magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions for general purpose needs that are met through interaction with a number of software programs contained therein, and that is not designed to exclusively perform a specific type of logical, arithmetic, or storage function or other limited or specialized application. Human interface with a tablet computer is achieved through a touch screen and video display screen greater than 6 inches in size (all of which are contained within the unit that comprises the tablet computer). Tablet computers may use an external or internal power source. "Tablet computer" does not include a portable hand-held calculator, a portable digital assistant, or a similar specialized device.

"Computer monitor" means an electronic device that is a cathode-ray tube or flat panel display primarily intended to display information from a computer and is used only in a residence.

"County recycling coordinator" means the individual who is designated as the recycling coordinator for a county in a waste management plan developed pursuant to the Solid Waste Planning and Recycling Act.

"Covered electronic device" or "CED" means any computer, computer monitor, television, printer, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player that has memory capability and is battery powered, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server sold at retail. "Covered electronic device" does not include any of the following:

- (1) an electronic device that is a part of a motor vehicle or any component part of a motor vehicle assembled by or for a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle;
- (2) an electronic device that is functionally or

physically part of a larger piece of equipment or that is taken out of service from an industrial, commercial (including retail), library checkout, traffic control, kiosk, security (other than household security), governmental, agricultural, or medical setting, including but not limited to diagnostic, monitoring, or control equipment; or

(3) an electronic device that is contained within a clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, water pump, sump pump, or air purifier. To the extent allowed under federal and State laws and regulations, a CED that is being collected, recycled, or processed for reuse is not considered to be hazardous waste, household waste, solid waste, or special waste.

"Covered electronic device category" or "CED category" means each of the following 8 categories of residential CEDs:

- (1) computers and small-scale servers;
- (2) computer monitors;
- (3) televisions;
- (4) printers, facsimile machines, and scanners;
- (5) digital video disc players, digital video disc recorders, and videocassette recorders;
- (6) video game consoles;
- (7) digital converter boxes, cable receivers, and satellite receivers; and
- (8) electronic keyboards, electronic mice, and portable digital music players that have memory capability and are battery powered.

"Manufacturer" means a person, or a successor in interest to a person, under whose brand or label a CED is or was sold at retail. For any CED sold at retail under a brand or label that is licensed from a person who is a mere brand owner and who does not sell or produce a CED, the person who produced the CED or his or her successor in interest is the manufacturer. For any CED sold at retail under the brand or label of both the retail seller and the person that produced the CED, the person that produced the CED, or his or her successor in interest, is the manufacturer.

"Manufacturer clearinghouse" means an entity that prepares and submits a manufacturer e-waste program plan to the Agency, and oversees the manufacturer e-waste program, on behalf of a group of 2 or more manufacturers cooperating with one another to collectively establish and operate an e-waste program for the purpose of complying with this Act and that collectively represent at least 50% of the manufacturers' total obligations under this Act for a program year.

"Manufacturer e-waste program" means any program established, financed, and operated by a manufacturer, individually or collectively as part of a manufacturer clearinghouse, to transport and subsequently recycle, in accordance with the requirements of this Act, residential CEDs collected at program collection sites and one-day collection events.

"Municipal joint action agency" means a municipal joint action agency created under Section 3.2 of the Intergovernmental Cooperation Act.

"One-day collection event" means a one-day event used as a substitute for a program collection site pursuant to Section 1-15 of this Act.

"Person" means an individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political

subdivision, State agency, or any other legal entity; or a legal representative, agent, or assign of that entity. "Person" includes a unit of local government.

"Printer" means desktop printers, multifunction printer copiers, and printer/fax combinations taken out of service from a residence that are designed to reside on a work surface, and include various print technologies, including without limitation laser and LED (electrographic), ink jet, dot matrix, thermal, and digital sublimation, and "multi-function" or "all-in-one" devices that perform different tasks, including without limitation copying, scanning, faxing, and printing. Printers do not include floor-standing printers, printers with optional floor stand, point of sale (POS) receipt printers, household printers such as a calculator with printing capabilities or label makers, or non-stand-alone printers that are embedded into products that are not CEDs.

"Program collection site" means a physical location that is included in a manufacturer e-waste program and at which residential CEDs are collected and prepared for transport by a collector during a program year in accordance with the requirements of this Act. Except as otherwise provided in this Act, "program collection site" does not include a retail collection site.

"Program year" means a calendar year. The first program year is 2019.

"Recycler" means any person who transports or subsequently recycles residential CEDs that have been collected and prepared for transport by a collector at any program collection site or one-day collection event.

"Recycling" has the meaning provided under Section 3.380 of the Environmental Protection Act. "Recycling" includes any process by which residential CEDs that would otherwise be disposed of or discarded are collected, separated, or processed and returned to the economic mainstream in the form of raw materials or products.

"Residence" means a dwelling place or home in which one or more individuals live.

"Residential covered electronic device" or "residential CED" means any covered electronic device taken out of service from a residence in the State.

"Retail collection site" means a private sector collection site operated by a retailer collecting on behalf of a manufacturer.

"Retailer" means a person who first sells, through a sales outlet, catalogue, or the Internet, a covered electronic device at retail to an individual for residential use or any permanent establishment primarily where merchandise is displayed, held, stored, or offered for sale to the public.

"Sale" means any retail transfer of title for consideration of title including, but not limited to, transactions conducted through sales outlets, catalogs, or the Internet or any other similar electronic means. "Sale" does not include financing or leasing.

"Small-scale server" means a computer that typically uses desktop components in a desktop form designed primarily to serve as a storage host for other computers. To be considered a small-scale server, a computer must: be designed in a pedestal, tower, or other form that is similar to that of a desktop computer so that all data processing, storage, and network interfacing is contained within one box or product; be designed to be operational 24 hours per day and 7 days per week; have very little unscheduled downtime, such as on the order of hours per year; be capable of operating in a simultaneous multi-user environment serving several users through networked client

units; and be designed for an industry-accepted operating system for home or low-end server applications.

"Television" means an electronic device that contains a cathode-ray tube or flat panel screen the size of which is greater than 4 inches when measured diagonally and is intended to receive video programming via broadcast, cable, satellite, Internet, or other mode of video transmission or to receive video from surveillance or other similar cameras.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17; 100-592, eff. 6-22-18.)

(415 ILCS 151/1-10)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-10. Manufacturer e-waste program.

(a) For program year 2019 and each program year thereafter, each manufacturer shall, individually or collectively as part of a manufacturer clearinghouse, provide a manufacturer e-waste program to transport and subsequently recycle, in accordance with the requirements of this Act, residential CEDs collected at, and prepared for transport from, the program collection sites and one-day collection events included in the program during the program year.

(b) Each manufacturer e-waste program must include, at a minimum, the following:

(1) satisfaction of the convenience standard described in Section 1-15 of this Act;

(2) instructions for designated county recycling coordinators and municipal joint action agencies to annually file notice to participate in the program;

(3) transportation and subsequent recycling of the residential CEDs collected at, and prepared for transport from, the program collection sites and one-day collection events included in the program during the program year; and

(4) submission of a report to the Agency, by March 1, 2020, and each March 1 thereafter, which includes:

(A) the total weight of all residential CEDs transported from program collection sites and one-day collection events throughout the State during the preceding program year by CED category;

(B) the total weight of residential CEDs transported from all program collection sites and one-day collection events in each county in the State during the preceding program year by CED category; and

(C) the total weight of residential CEDs transported from all program collection sites and one-day collection events in each county in the State during that preceding program year and that was recycled.

(c) Each manufacturer e-waste program shall make the instructions required under paragraph (2) of subsection (b) available on its website by December 1, 2017, and the program shall provide to the Agency a hyperlink to the website for posting on the Agency's website.

(d) Nothing in this Act shall prevent a manufacturer from accepting, through a manufacturer e-waste program, residential CEDs collected through a curbside or drop-off collection program that is operated pursuant to a residential franchise collection agreement authorized by Section 11-19-1 of the Illinois Municipal Code or Section 5-1048 of the Counties Code between a third party and a unit of local government located within a county or municipal joint action agency that has elected to participate in a manufacturer e-waste program.

(e) A collection program operated in accordance with this Section shall:

(1) meet the collector responsibilities under

subsections (a), (a-5), (d), (e), and (g) under Section 1-45 and require certification on the bill of lading or similar manifest from the unit of local government, the third party, and the county or municipal joint action agency that elected to participate in the manufacturer e-waste program that the CEDs were collected, to the best of their knowledge, from residential consumers in the State of Illinois;

(2) comply with the audit provisions under subsection (g) of Section 1-30;

(3) locate any drop-off location where CEDs are collected on property owned by a unit of local government; and

(4) have signage at any drop-off location indicating only residential CEDs are accepted for recycling.

Manufacturers of CEDs are not financially responsible for transporting and consolidating CEDs collected from a collection program's drop-off location. Any drop-off location used in 2019 must have been identified by the county or municipal joint action agency in the written notice of election to participate in the manufacturer e-waste program in accordance with Section 1-20 by March 1, 2018. Any drop-off location operating in 2020 or in subsequent years must be identified by the county or municipal joint action agency in the annual written notice of election to participate in a manufacturer e-waste program in accordance with Section 1-20 to be eligible for the subsequent program year.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17; 100-592, eff. 6-22-18; 100-1165, eff. 6-1-19; 101-81, eff. 7-12-19.)

(415 ILCS 151/1-15)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-15. Convenience standard for program collection sites and one-day collection events.

(a) Beginning in 2019 each manufacturer e-waste program for a program year must include, at a minimum, program collection sites in the following quantities in counties that elect to participate in the manufacturer e-waste program for the program year:

(1) one program collection site in each county that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is less than 250 individuals per square mile;

(2) two program collection sites in each county that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 250 individuals per square mile but less than 500 individuals per square mile;

(3) three program collection sites in each county that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 500 individuals per square mile but less than 750 individuals per square mile;

(4) four program collection sites in each county that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 750 individuals per square mile but less than 1,000 individuals per square mile;

(5) five program collection sites in each county that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 1,000 individuals per square mile but less than 5,000 individuals per square mile; and

(6) fifteen program collection sites in each county that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 5,000 individuals per square mile.

For purposes of this Section, county population densities shall be based on the entire county's population density, regardless of whether a municipality or municipal joint action agency in the county participates in a manufacturer e-waste program.

If a municipality with a population of over 1,000,000 residents elects to participate in a manufacturer e-waste program for a program year, then the program shall provide 10 additional program collection sites for the program year to be located in that municipality, and the program collection sites required under paragraph (6) of subsection (a) of this Section shall be located outside of the municipality.

If a municipal joint action agency elects to participate in a manufacturer e-waste program for a program year, it shall receive, for that year, a population-based pro rata share of the program collection sites that would be granted to the county in which the municipal joint action agency is located if the county were to elect to participate in the program for that year, rounded to the nearest whole number.

A designated county recycling coordinator may elect to operate more than the required minimum number of collection sites.

(b) Notwithstanding subsection (a) of this Section, any county, municipality, or municipal joint action agency that elects to participate in a manufacturer e-waste program may enter into a written agreement with the operators of any manufacturer e-waste program in order to do one or more of the following:

(1) to decrease the number of program collection sites in the county, municipality, or territorial boundary of the municipal joint action agency for the program year;

(2) to substitute a program collection site in the county, municipality, or territorial boundary of the municipal joint action agency with either (i) 4 one-day collection events or (ii) a different number of such events as may be provided in the written agreement;

(3) to substitute the location of a program collection site in the county, municipality, or territorial boundary of the municipal joint action agency for the program year with another location;

(4) to substitute the location of a one-day collection in the county, municipality, or territorial boundary of the municipal joint action agency with another location; or

(5) to use, with the agreement of the applicable retailer, a retail collection site as a program collection site.

An agreement made pursuant to paragraph (1) or (2) of this subsection (b) shall be reduced to writing and included in the manufacturer e-waste program plan as required under subsection (a) of Section 1-25 of this Act.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-20)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-20. Election to participate in manufacturer e-waste programs. Beginning with program year 2019, a county, a municipal joint action agency, or a municipality with a population of more than 1,000,000 residents may elect to

participate in a manufacturer e-waste program by filing with the manufacturer e-waste program and the Agency, on or before March 1, 2018, and on or before March 1 of each year thereafter for the upcoming program year, a written notice of election to participate in the program. The written notice shall include a list of proposed collection locations likely to be available and appropriate to support the program, and may include locations already providing similar collection services. The written notice may include a list of registered recyclers that the county, municipal joint action agency, or municipality would prefer using for its collection sites or one-day events.

Counties, municipal joint action agencies, and municipalities with a population of more than 1,000,000 residents may contract with registered collectors to operate collection sites. Eligible registered collectors are not limited to private companies and non-government organizations.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-25)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-25. Manufacturer e-waste program plans.

(a) By September 1, 2018 for program year 2019, and by July 1 of each year thereafter, each manufacturer shall, individually or through a manufacturer clearinghouse, submit to the Agency a manufacturer e-waste program plan, which includes, at a minimum, the following:

(1) the contact information for the individual who will serve as the point of contact for the manufacturer e-waste program;

(2) the identity of each county that has elected to participate in the manufacturer e-waste program during the program year;

(3) for each county, the location of each program collection site and one-day collection event included in the manufacturer e-waste program for the program year;

(4) the collector operating each program collection site and one-day collection event included in the manufacturer e-waste program for the program year;

(5) the recyclers that manufacturers plan to use during the program year to transport and subsequently recycle residential CEDs under the program, with the updated list of recyclers to be provided to the Agency no later than December 1 preceding each program year;

(6) an explanation of any deviation by the program from the standard program collection site distribution set forth in subsection (a) of Section 1-15 of this Act for the program year, along with copies of all written agreements made pursuant to paragraphs (1) or (2) of subsection (b) of Section 1-15 for the program year; and

(7) if a group of 2 or more manufacturers are participating in a manufacturer clearinghouse, certification that the methodology used for allocating responsibility for the transportation and recycling of residential CEDs by manufacturers participating in the manufacturer clearinghouse for the program year will be in compliance with the allocation methodology established under Section 1-84.5 of this Act.

(b) Within 60 days after receiving a manufacturer e-waste program plan, the Agency shall review the plan and approve the plan or disapprove the plan.

(1) If the Agency determines that the program collection sites and one-day collection events specified in the plan will satisfy the convenience standard set forth in Section 1-15 of this Act, then the Agency shall approve the

manufacturer e-waste program plan and provide written notification of the approval to the individual who serves as the point of contact for the manufacturer. The Agency shall make the approved plan available on the Agency's website.

(2) If the Agency determines the plan will not satisfy the convenience standard set forth in Section 1-15 of this Act, then the Agency shall disapprove the manufacturer e-waste program plan and provide written notification of the disapproval and the reasons for the disapproval to the individual who serves as the point of contact for the manufacturer. Within 30 days after the date of disapproval, the manufacturer shall submit a revised manufacturer e-waste program plan that addresses the deficiencies noted in the Agency's disapproval.

(c) Manufacturers shall assume financial responsibility for carrying out their e-waste program plans, including, but not limited to, financial responsibility for providing the packaging materials necessary to prepare shipments of collected residential CEDs in compliance with subsection (e) of Section 1-45, as well as financial responsibility for bulk transportation and recycling of collected residential CEDs.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17; 100-592, eff. 6-22-18; 100-1165, eff. 6-1-19; 101-81, eff. 7-12-19.)

(415 ILCS 151/1-30)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-30. Manufacturer registration.

(a) By April 1, 2018, and by April 1 of each year thereafter for the upcoming program year, beginning with program year 2019, each manufacturer who sells CEDs in the State must register with the Agency by: (i) submitting to the Agency a \$5,000 registration fee; and (ii) completing and submitting to the Agency the registration form prescribed by the Agency. Information on the registration form shall include, without limitation, all of the following:

(1) a list of all of the brands and labels under which the manufacturer's CEDs are sold or offered for sale in the State; and

(2) the total weights, by CED category, of CEDs sold in the United States to individuals, under any of the manufacturer's brands or labels, during the calendar year that is 2 years before the applicable program year.

If, during a program year, any of the manufacturer's CEDs are sold or offered for sale in the State under a brand that is not listed in the manufacturer's registration, then, within 30 days after the first sale or offer for sale under that brand, the manufacturer must amend its registration to add the brand. All registration fees collected by the Agency pursuant to this Section shall be deposited into the Solid Waste Management Fund.

(b) The Agency shall post on its website a list of all registered manufacturers.

(c) Beginning in program year 2019, a manufacturer whose CEDs are sold or offered for sale in this State for the first time on or after April 1 of a program year must register with the Agency within 30 days after the date the CEDs are first sold or offered for sale in the State.

(d) Beginning in program year 2019, manufacturers shall ensure that only recyclers that have registered with the Agency and meet the recycler standards set forth in Section 1-40 are used to transport or recycle residential CEDs collected at any program collection site or one-day collection event.

(e) Beginning in program year 2019, no manufacturer may sell or offer for sale a CED in this State unless the manufacturer is registered and operates a manufacturer program either

individually or as part of the manufacturer clearinghouse as required in this Act.

(f) Beginning in program year 2019, no manufacturer may sell or offer for sale a CED in this State unless the manufacturer's brand name is permanently affixed to, and is readily visible on, the CED.

(g) In accordance with a contract or agreement with a county, municipality, or municipal joint action agency that has elected to participate in a manufacturer e-waste program under this Act, manufacturers may, either individually or through the manufacturer clearinghouse, audit program collection sites and proposed program collection sites for compliance with the terms and conditions of the contract or agreement. Audits shall be conducted during normal business hours, and a manufacturer or its designee shall provide reasonable notice to the collection site in advance of the audit. Audits of all program collection sites may include, among other things, physical site location visits and inspections and review of processes, procedures, technical systems, reports, and documentation reasonably related to the collecting, sorting, packaging, and recycling of residential CEDs in compliance with this Act.

(h) Nothing in this Act shall require a manufacturer or manufacturer e-waste program to collect, transport, or recycle any CEDs other than residential CEDs, or to accept for transport or recycling any pallet or bulk container of residential CEDs that has not been prepared by the collector for shipment in accordance with subsection (e) of Section 1-45.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17; 100-592, eff. 6-22-18.)

(415 ILCS 151/1-33)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-33. Manufacturer clearinghouse.

(a) A manufacturer e-waste program plan submitted by a manufacturer clearinghouse may take into account and incorporate individual plans or operations of one or more manufacturers that are participating in the manufacturer clearinghouse.

(b) If a manufacturer clearinghouse allocates responsibility to manufacturers for manufacturers' transportation and recycling of residential CEDs during a program year as part of a manufacturer e-waste program plan, then the manufacturer clearinghouse shall identify the allocation methodology in its plan submission to the Agency pursuant to Section 1-25 of this Act for review and approval. Any allocation of responsibility among manufacturers for the collection of covered electronic devices shall be in accordance with the allocation methodology established pursuant to Section 1-84.5 of this Act.

(c) A manufacturer clearinghouse shall have no authority to enforce manufacturer compliance with the requirements of this Act, including compliance with the allocation methodology set forth in a manufacturer e-waste program plan, but shall, upon prior notice to the manufacturer, refer any potential non-compliance to the Agency. A manufacturer clearinghouse may develop and implement policies and procedures that exclude from participation in the manufacturer clearinghouse any manufacturers found by the Illinois Pollution Control Board or a court of competent jurisdiction to have failed to comply with this Act.

(Source: P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-35)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-35. Retailer responsibilities.

(a) Beginning in program year 2019, no retailer who first

sells, through a sales outlet, catalogue, or the Internet, a CED at retail to an individual for residential use may sell or offer for sale any CED in or for delivery into this State unless:

(1) the CED is labeled with a brand, and the label is permanently affixed and readily visible; and

(2) the manufacturer is registered with the Agency at the time the retailer purchases the CED.

(b) A retailer shall be considered to have complied with paragraphs (1) and (2) of subsection (a) if:

(1) a manufacturer registers with the Agency within 30 days of a retailer taking possession of the manufacturer's CED;

(2) a manufacturer's registration expires and the retailer ordered the CED prior to the expiration, in which case the retailer may sell the CED, but only if the sale takes place within 180 days of the expiration; or

(3) a manufacturer is no longer conducting business and has no successor in interest, in which case the retailer may sell any orphan CED ordered prior to the discontinuation of business.

(c) Retailers shall not be considered collectors under the convenience standard and retail collection sites shall not be considered a collection site for the purposes of the convenience standard pursuant to Sections 1-10, 1-15, and 1-25 unless otherwise agreed to in writing by the (i) retailer, (ii) operators of the manufacturer e-waste program, and (iii) the applicable county, municipal joint action agency, or municipality. If retailers agree to participate in a county program collection site, then the retailer collection site does not have to collect all CEDs or register as a collector.

(d) Manufacturers may use retail collection sites for satisfying some or all of their obligations pursuant to Sections 1-10, 1-15 and 1-25.

(e) Nothing in this Act shall prohibit a retailer from collecting a fee for each CED collected.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-40)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-40. Recycler responsibilities.

(a) By January 1, 2019, and by January 1 of each year thereafter for that program year, beginning with program year 2019, each recycler must register with the Agency by (i) submitting to the Agency a \$3,000 registration fee and (ii) completing and submitting to the Agency the registration form prescribed by the Agency. The registration form prescribed by the Agency shall include, without limitation, the address of each location where the recycler manages residential CEDs collected through a manufacturer e-waste program and the certification required under subsection (d) of this Section. All registration fees collected by the Agency pursuant to this Section shall be deposited into the Solid Waste Management Fund.

(a-5) The Agency may deny a registration under this Section if the recycler or any employee or officer of the recycler has a history of:

(1) repeated violations of federal, State, or local laws, regulations, standards, or ordinances related to the collection, recycling, or other management of CEDs;

(2) conviction in this State or another state of any crime which is a felony under the laws of this State, or conviction of a felony in a federal court; or conviction in this State or another state or federal court of any of the following crimes: forgery, official misconduct, bribery, perjury, or knowingly submitting false information under any

environmental law, regulation, or permit term or condition;
or

(3) gross carelessness or incompetence in handling, storing, processing, transporting, disposing, or otherwise managing CEDs.

(b) The Agency shall post on the Agency's website a list of all registered recyclers.

(c) Beginning in program year 2019, no person may act as a recycler of residential CEDs for a manufacturer's e-waste program unless the recycler is registered with the Agency as required under this Section.

(d) Beginning in program year 2019, recyclers must, as a part of their annual registration, certify compliance with all of the following requirements:

(1) Recyclers must comply with federal, State, and local laws and regulations, including federal and State minimum wage laws, specifically relevant to the handling, processing, and recycling of residential CEDs and must have proper authorization by all appropriate governing authorities to perform the handling, processing, and recycling.

(2) Recyclers must implement the appropriate measures to safeguard occupational and environmental health and safety, through the following:

(A) environmental health and safety training of personnel, including training with regard to material and equipment handling, worker exposure, controlling releases, and safety and emergency procedures;

(B) an up-to-date, written plan for the identification and management of hazardous materials; and

(C) an up-to-date, written plan for reporting and responding to exceptional pollutant releases, including emergencies such as accidents, spills, fires, and explosions.

(3) Recyclers must maintain (i) commercial general liability insurance or the equivalent corporate guarantee for accidents and other emergencies with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate and (ii) pollution legal liability insurance with limits not less than \$1,000,000 per occurrence for companies engaged solely in the dismantling activities and \$5,000,000 per occurrence for companies engaged in recycling.

(4) Recyclers must maintain on file documentation that demonstrates the completion of an environmental health and safety audit completed and certified by a competent internal and external auditor annually. A competent auditor is an individual who, through professional training or work experience, is appropriately qualified to evaluate the environmental health and safety conditions, practices, and procedures of the facility. Documentation of auditors' qualifications must be available for inspection by Agency officials and third-party auditors.

(5) Recyclers must maintain on file proof of workers' compensation and employers' liability insurance.

(6) Recyclers must provide adequate assurance, such as bonds or corporate guarantees, to cover environmental and other costs of the closure of the recycler's facility, including cleanup of stockpiled equipment and materials.

(7) Recyclers must apply due diligence principles to the selection of facilities to which components and materials, such as plastics, metals, and circuit boards, from residential CEDs are sent for reuse and recycling.

(8) Recyclers must establish a documented

environmental management system that is appropriate in level of detail and documentation to the scale and function of the facility, including documented regular self-audits or inspections of the recycler's environmental compliance at the facility.

(9) Recyclers must use the appropriate equipment for the proper processing of incoming materials as well as controlling environmental releases to the environment. The dismantling operations and storage of residential CED components that contain hazardous substances must be conducted indoors and over impervious floors. Storage areas must be adequate to hold all processed and unprocessed inventory. When heat is used to soften solder and when residential CED components are shredded, operations must be designed to control indoor and outdoor hazardous air emissions.

(10) Recyclers must establish a system for identifying and properly managing components, such as circuit boards, batteries, cathode-ray tubes, and mercury phosphor lamps, that are removed from residential CEDs during disassembly. Recyclers must properly manage all hazardous and other components requiring special handling from residential CEDs consistent with federal, State, and local laws and regulations. Recyclers must provide visible tracking, such as hazardous waste manifests or bills of lading, of hazardous components and materials from the facility to the destination facilities and documentation, such as contracts, stating how the destination facility processes the materials received. No recycler may send, either directly or through intermediaries, hazardous wastes to solid non-hazardous waste landfills or to non-hazardous waste incinerators for disposal or energy recovery. For the purpose of these guidelines, smelting of hazardous wastes to recover metals for reuse in conformance with all applicable laws and regulations is not considered disposal or energy recovery.

(11) Recyclers must use a regularly implemented and documented monitoring and record-keeping program that tracks total inbound residential CED material weights and total subsequent outbound weights to each destination, injury and illness rates, and compliance with applicable permit parameters including monitoring of effluents and emissions. Recyclers must maintain contracts or other documents, such as sales receipts, suitable to demonstrate: (i) the reasonable expectation that there is a downstream market or uses for designated electronics, which may include recycling or reclamation processes such as smelting to recover metals for reuse; and (ii) that any residuals from recycling or reclamation processes, or both, are properly handled and managed to maximize reuse and recycling of materials to the extent practical.

(12) Recyclers must employ industry-accepted procedures for the destruction or sanitization of data on hard drives and other data storage devices. Acceptable guidelines for the destruction or sanitization of data are contained in the National Institute of Standards and Technology's Guidelines for Media Sanitation or those guidelines certified by the National Association for Information Destruction.

(13) No recycler may employ prison labor in any operation related to the collection, transportation, and recycling of CEDs. No recycler may employ any third party that uses or subcontracts for the use of prison labor.

(e) Each recycler shall, during each calendar year, transport from each site that the recycler uses to manage

residential CEDs not less than 75% of the total weight of residential CEDs present at the site during the preceding calendar year. Each recycler shall maintain on-site records that demonstrate compliance with this requirement and shall make those records available to the Agency for inspection and copying.

(f) Nothing in this Act shall prevent a person from acting as a recycler independently of a manufacturer e-waste program. (Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-45)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-45. Collector responsibilities.

(a) By January 1, 2019, and by January 1 of each year thereafter for that program year, beginning with program year 2019, a person acting as a collector under a manufacturer e-waste program shall register with the Agency by completing and submitting to the Agency the registration form prescribed by the Agency. The registration form prescribed by the Agency must include, without limitation, the address of each location at which the collector accepts residential CEDs.

(a-5) The Agency may deny a registration under this Section if the collector or any employee or officer of the collector has a history of:

(1) repeated violations of federal, State, or local laws, regulations, standards, or ordinances related to the collection, recycling, or other management of CEDs;

(2) conviction in this State or another state of any crime which is a felony under the laws of this State, or conviction of a felony in a federal court; or conviction in this State or another state or federal court of any of the following crimes: forgery, official misconduct, bribery, perjury, or knowingly submitting false information under any environmental law, regulation, or permit term or condition; or

(3) gross carelessness or incompetence in handling, storing, processing, transporting, disposing, or otherwise managing CEDs.

(b) The Agency shall post on the Agency's website a list of all registered collectors.

(c) Manufacturers and recyclers acting as collectors shall so indicate on their registration under Section 1-30 or 1-40 of this Act.

(d) By March 1, 2020 and every March 1 thereafter, each collector that operates a program collection site or one-day collection event shall report, to the Agency and to the manufacturer e-waste program, the total weight, by CED category, of residential CEDs transported from the program collection site or one-day collection event during the previous program year.

(e) Each collector that operates a program collection site or one-day event shall ensure that the collected residential CEDs are sorted and loaded in compliance with local, State, and federal law. In addition, at a minimum, the collector shall also comply with the following requirements:

(1) residential CEDs must be accepted at the program collection site or one-day collection event unless otherwise provided in this Act;

(2) residential CEDs shall be kept separate from other material and shall be:

(A) packaged in a manner to prevent breakage;

and

(B) loaded onto pallets and secured with plastic wrap or in pallet-sized bulk containers prior to shipping; and

(C) on average per collection site 18,000 pounds per shipment, and if not then the recycler may charge the collector a prorated charge on the shortfall in weight, not to exceed \$600;

(3) residential CEDs shall be sorted into the following categories:

(A) computer monitors and televisions containing a cathode-ray tube, other than televisions with wooden exteriors;

(B) computer monitors and televisions containing a flat panel screen;

(C) all covered televisions that are residential CEDs;

(D) computers;

(E) all other residential CEDs; and

(F) any electronic device that is not part of the manufacturer program that the collector has arranged to have picked up with residential CEDs and for which a financial arrangement has been made to cover the recycling costs outside of the manufacturer program;

(4) containers holding the CEDs must be structurally sound for transportation; and

(5) each shipment of residential CEDs from a program collection site or one-day collection event shall include a collector-prepared bill of lading or similar manifest, which describes the origin of the shipment and the number of pallets or bulk containers of residential CEDs in the shipment.

(f) Except as provided in subsection (g) of this Section, each collector that operates a program collection site or one-day collection event during a program year shall accept all residential CEDs that are delivered to the program collection site or one-day collection event during the program year.

(g) No collector that operates a program collection site or one-day collection event shall:

(1) accept, at the program collection site or one-day collection event, more than 7 residential CEDs from an individual at any one time;

(2) scrap, salvage, dismantle, or otherwise disassemble any residential CED collected at a program collection site or one-day collection event;

(3) deliver to a manufacturer e-waste program, through its recycler, any CED other than a residential CED collected at a program collection site or one-day collection event; or

(4) deliver to a person other than the manufacturer e-waste program or its recycler, a residential CED collected at a program collection site or one-day collection event.

(h) Beginning in program year 2019, registered collectors participating in county supervised collection programs may collect a fee for each desktop computer monitor or television accepted for recycling to cover costs for collection and preparation for bulk shipment or to cover costs associated with the requirements of subsection (e) of Section 1-45.

(i) Nothing in this Act shall prevent a person from acting as a collector independently of a manufacturer e-waste program. (Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-50)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-50. Penalties.

(a) Except as otherwise provided in this Act, any person who violates any provision of this Act is liable for a civil penalty

of \$7,000 per violation, provided that the penalty for failure to register or pay a fee under this Act shall be double the applicable registration fee.

(b) The penalties provided for in this Section may be recovered in a civil action brought in the name of the people of the State of Illinois by the State's Attorney of the county in which the violation occurred or by the Attorney General. Any penalties collected under this Section in an action in which the Attorney General has prevailed shall be deposited in the Environmental Protection Trust Fund, to be used in accordance with the provisions of the Environmental Protection Trust Fund Act.

(c) The Attorney General or the State's Attorney of a county in which a violation occurs may institute a civil action for an injunction, prohibitory or mandatory, to restrain violations of this Act or to require such actions as may be necessary to address violations of this Act.

(d) A fine imposed by administrative citation pursuant to Section 1-55 of this Act shall be \$1,000 per violation, plus any hearing costs incurred by the Illinois Pollution Control Board and the Agency. Such fines shall be made payable to the Environmental Protection Trust Fund to be used in accordance with the Environmental Protection Trust Fund Act.

(e) The penalties and injunctions provided in this Act are in addition to any penalties, injunctions, or other relief provided under any other law. Nothing in this Act bars a cause of action by the State for any other penalty, injunction, or other relief provided by any other law.

(f) A knowing violation of subsections (a), (b), or (c) of Section 1-83 of this Act by anyone other than a residential consumer is a petty offense punishable by a fine of \$500. A knowing violation of subsections (a), (b), or (c) of Section 1-83 by a residential consumer is a petty offense punishable by a fine of \$25 for a first violation; however, a subsequent violation by a residential consumer is a petty offense punishable by a fine of \$50.

(g) Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Agency, related to or required by this Act or any rule adopted under this Act commits a Class 4 felony, and each such statement or writing shall be considered a separate Class 4 felony. A person who, after being convicted under this subsection (g), violates this subsection (g) a second or subsequent time, commits a Class 3 felony.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-55)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-55. Administrative citations.

(a) Any violation of a registration requirement in Sections 1-30, 1-40, or 1-45 of this Act, any violation of the reporting requirement in paragraph (4) of subsection (b) of Section 1-10 of this Act, and any violation of a plan submission requirement in Section 1-25 of this Act shall be enforceable by administrative citation issued by the Agency. Whenever Agency personnel shall, on the basis of direct observation, determine that any person has violated any of those provisions, the Agency may issue and serve, within 60 days after the observed violation, an administrative citation upon that person. Each citation shall be served upon the person named or the person's authorized agent for service of process and shall include the following:

(1) a statement specifying the provisions of this Act that the person has violated;

(2) the penalty imposed under subsection (d) of Section 1-50 of this Act for that violation; and

(3) an affidavit by the personnel observing the violation, attesting to their material actions and observations.

(b) If the person named in the administrative citation fails to petition the Illinois Pollution Control Board for review within 35 days after the date of service, then the Board shall adopt a final order, which shall include the administrative citation and findings of violation as alleged in the citation and shall impose the penalty specified in subsection (d) of Section 1-50 of this Act.

(c) If a petition for review is filed with the Board to contest an administrative citation issued under this Section, then the Agency shall appear as a complainant at a hearing before the Board to be conducted pursuant to subsection (d) of this Section at a time not less than 21 days after notice of the hearing has been sent by the Board to the Agency and the person named in the citation. In those hearings, the burden of proof shall be on the Agency. If, based on the record, the Board finds that the alleged violation occurred, then the Board shall adopt a final order, which shall include the administrative citation and findings of violation as alleged in the citation, and shall impose the penalty specified in subsection (d) of Section 1-50 of this Act. However, if the Board finds that the person appealing the citation has shown that the violation resulted from uncontrollable circumstances, then the Board shall adopt a final order that makes no finding of violation and imposes no penalty.

(d) All hearings under this Section shall be held before a qualified hearing officer, who may be attended by one or more members of the Board, designated by the Chairman. All of these hearings shall be open to the public, and any person may submit written statements to the Board in connection with the subject of these hearings. In addition, the Board may permit any person to offer oral testimony. Any party to a hearing under this Section may be represented by counsel, make oral or written argument, offer testimony, cross-examine witnesses, or take any combination of those actions. All testimony taken before the Board shall be recorded stenographically. The transcript so recorded and any additional matter accepted for the record shall be open to public inspection, and copies of those materials shall be made available to any person upon payment of the actual cost of reproducing the original.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-60)

Sec. 1-60. (Repealed).

(Source: P.A. 100-433, eff. 8-25-17. Repealed by P.A. 100-362, eff. 8-25-17.)

(415 ILCS 151/1-65)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-65. Relation to other State laws. Nothing in this Act affects the validity or application of any other law of this State, or regulations adopted thereunder.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-75)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-75. CRT retrievable storage. In order to further the policy of the State to reduce the environmental and economic impacts of transporting and managing cathode-ray tube (CRT) glass, and to support (i) the beneficial use of CRTs in

accordance with beneficial use determinations issued by the Agency under Section 22.54 of the Environmental Protection Act and (ii) the storage of CRTs in retrievable storage cells at locations within the State for future recovery; for the purpose of this Act, a CRT shall be considered to be recycled if:

(1) all recyclable components are removed from the device; and

(2) the glass from the device is either:

(A) beneficially reused in accordance with a beneficial use determination issued under Section 22.54 of the Environmental Protection Act; or

(B) placed in a storage cell, in a manner that allows it to be retrieved in the future, at a waste disposal site that is permitted to accept the glass.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-80)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-80. Collection of CEDs outside of the manufacturer e-waste program.

(a) Nothing in this Act prohibits a waste hauler from entering into a contractual agreement with a unit of local government to establish a collection program for the recycling or reuse of CEDs, including services such as curbside collection, home pick-up, drop-off locations, or similar methods of collection.

(b) Nothing in this Act shall prohibit a person from establishing an e-waste program independently of a manufacturer e-waste program.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-83)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-83. Landfill ban.

(a) Beginning January 1, 2019, no person may knowingly cause or allow the mixing of a CED, or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server with municipal waste that is intended for disposal at a landfill.

(b) Beginning January 1, 2019, no person may knowingly cause or allow the disposal of a CED or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server in a sanitary landfill.

(c) Beginning January 1, 2019, no person may knowingly cause or allow the mixing of a CED, or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server with waste that is intended for disposal by burning or incineration.

(d) Beginning January 1, 2019, no person may knowingly cause or allow the burning or incineration of a CED, or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable

digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-84)

Sec. 1-84. (Repealed).

(Source: P.A. 100-362, eff. 8-25-17. Repealed by P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-84.5)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-84.5. Manufacturer clearinghouse; allocation of financial responsibility for the transportation and recycling of covered electronic devices.

(a) As used in this Section, unless the context otherwise requires:

"Adjusted total proportional responsibility" means the percentage calculated for each participating manufacturer for a program year under subsection (f) of this Section.

"Market share" means the percentage that results from dividing:

(1) the product of the total weight reported for a CED category by a manufacturer, for the calendar year 2 years before the applicable program year, under paragraph (2) of subsection (a) of Section 1-30 of this Act, multiplied by the population adjustment factor for that year; by

(2) the product of the total weight reported for that CED category by all manufacturers, for the calendar year 2 years before the applicable program year, under paragraph (2) of subsection (a) of Section 1-30 of this Act, multiplied by the population adjustment factor for that year.

"Participating manufacturer" means a manufacturer that a manufacturer clearinghouse has listed, pursuant to subsection (c) of this Section, as a participant in the manufacturer clearinghouse for a program year.

"Population adjustment factor" means the percentage that results when (i) the population of Illinois, as reported in the most recent federal decennial census, is divided by (ii) the population of the United States, as reported in the most recent federal decennial census.

"Return share" means the percentage, by weight, of each CED category that is returned to the program collection sites and one-day collection events operated by or on behalf of either a manufacturer clearinghouse or one or more of its participating manufacturers during the calendar year 2 years before the applicable program year, as reported to the Agency under Section 1-10 of this Act; except that, for program year 2019 and program year 2020, "return share" means the percentage, by weight, of each CED category that is estimated by the manufacturer clearinghouse to be returned to those sites and events during the applicable program year, as reported to the Agency under subsection (b) of this Section.

"Unadjusted total proportional responsibility" means the percentage calculated for each participating manufacturer under subsection (e) of this Section.

(b) By March 1, 2018, each manufacturer clearinghouse shall provide the Agency with a statement of the return share for each CED category for program year 2019, and by March 1, 2019, each manufacturer clearinghouse shall provide the Agency with a statement of the return share for each CED category for program

year 2020.

(c) If a manufacturer clearinghouse submits to the Agency a manufacturer e-waste program plan under Section 1-25 of this Act, then the manufacturer clearinghouse shall include in the plan a list of manufacturers that have agreed to participate in the manufacturer clearinghouse for the upcoming program year.

(d) By November 1, 2018, and each November 1 thereafter, the Agency shall provide each manufacturer clearinghouse with a statement of the unadjusted total proportional responsibility and adjusted total proportional responsibility of each of its participating manufacturers for the upcoming program year.

(e) For each program year, the Agency shall calculate the unadjusted total proportional responsibility of each participating manufacturer as follows:

(1) For each CED category, the Agency shall multiply (i) the participating manufacturer's market share for the CED category by (ii) the return share for the CED category, to arrive at the category-specific proportional responsibility of the participating manufacturer for the CED category.

(2) The Agency shall then, for each participating manufacturer, sum the category-specific proportional responsibilities of the participating manufacturer calculated under paragraph (1), to arrive at the participating manufacturer's unadjusted total proportional responsibility.

(f) If the sum of all unadjusted total proportional responsibilities of a manufacturer clearinghouse's participating manufacturers for a program year accounts for less than 100% of the return share for that year, then the Agency shall divide the unallocated return share among participating manufacturers in proportion to their unadjusted total proportional responsibilities, to arrive at the adjusted total proportional responsibility for each participating manufacturer.

(g) A manufacturer may use retail collection sites to satisfy some or all of the manufacturer's responsibilities, including, but not limited to, the manufacturer's transportation and recycling of collected residential CEDs pursuant to any allocation methodology established under this Act. Nothing in this Act shall prevent a manufacturer from using retail collection sites to satisfy any percentage of the manufacturer's total responsibilities, including, but not limited to, the manufacturer's transportation and recycling of collected residential CEDs pursuant to any allocation methodology established under this Act or by administrative rule.

(Source: P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-85)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-85. Advisory Electronics Recycling Task Force.

(a) There is hereby created an Advisory Electronics Recycling Task Force, which shall consist of the following 10 members, to be appointed by the Director of the Agency:

(1) two individuals who are representatives of county recycling programs;

(2) two individuals who are representatives of recycling companies;

(3) two individuals who are representatives from the manufacturing industry;

(4) one individual who is a representative of a statewide trade association representing retailers;

(5) one individual who is a representative of a statewide trade association representing manufacturers;

(6) one individual who is a one representative of a

statewide trade association representing waste disposal companies; and

(7) one individual who is a representative of a national trade association representing manufacturers.

Members of the Task Force shall be appointed as soon as practicable after the effective date of this amendatory Act of the 100th General Assembly, shall serve for 2-year terms, and may be reappointed. Vacancies shall be filled by the Director of the Agency for the remainder of the current term. Members shall serve voluntarily and without compensation.

Members shall elect from their number a chairperson, who shall also serve a 2-year term. The Task Force shall meet initially at the call of the Director of the Agency and thereafter at the call of the chairperson. A simple majority of the members of the Task Force shall constitute a quorum for the transaction of business, and all actions and recommendations of the Task Force must be approved by a simple majority of its members.

(b) By November 1, 2018, and each November 1 thereafter, the Task Force shall submit, to the Agency for posting on the Agency's website, a list of agreed-to best practices to be used at program collection sites and one-day collection events in the following program year. When establishing best practices, the Task Force shall consider the desired intent to preserve existing collection programs and relationships when possible.

(c) The Agency shall provide the Task Force with administrative support as necessary.
(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-86)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-86. Public Reporting. Each year, the Agency shall post on its website the information it receives pursuant to subdivision (b)(4) of Section 1-10 showing the amounts of residential CEDs being collected and recycled in each county in each program year. The Agency shall notify the General Assembly of the availability of this information.
(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-87)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-87. Antitrust. A manufacturer or manufacturer clearinghouse acting in accordance with the provisions of this Act may negotiate, enter into contracts with, or conduct business with each other and with any other entity developing, implementing, operating, participating in, or performing any other activities directly related to a manufacturer e-waste program approved pursuant to this Act, and the manufacturer, manufacturer clearinghouse, and any entity developing, implementing, operating, participating in, or performing any other activities related to a manufacturer e-waste program approved pursuant to this Act are not subject to damages, liability, or scrutiny under federal antitrust law or the Illinois Antitrust Act, regardless of the effects of their actions on competition. The supervisory activities described in this Act are sufficient to confirm that activities of the manufacturers, manufacturer clearinghouse, and any entity developing, implementing, operating, participating in, or performing any other activities related to a manufacturer e-waste program that is approved pursuant to Section 1-25 are authorized and actively supervised by the State.
(Source: P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-90)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-90. Repeal. This Article is repealed on December 31, 2026.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/Art. 5 heading)

ARTICLE 5. AMENDATORY PROVISIONS

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/5-5)

Sec. 5-5. The State Finance Act is amended by repealing Section 5.716.

(Source: P.A. 100-433, eff. 1-1-20.)

(415 ILCS 151/5-10)

Sec. 5-10. (Amendatory provisions; text omitted).

(Source: P.A. 100-433, eff. 8-25-17; text omitted.)

(415 ILCS 151/5-15)

Sec. 5-15. (Amendatory provisions; text omitted).

(Source: P.A. 100-433, eff. 8-25-17; text omitted.)

(415 ILCS 151/Art. 98 heading)

ARTICLE 98. SEVERABILITY

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/98-5)

Sec. 98-5. Severability. The provisions of this Act are severable under Section 1.31 of the Statute on Statutes.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/Art. 99 heading)

ARTICLE 99. EFFECTIVE DATE

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/99-999)

Sec. 99-999. Effective date. This Act takes effect upon becoming law, except that Section 5-5 takes effect on January 1, 2020.

(Source: P.A. 100-433, eff. 8-25-17.)

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Resolution Executive Summary

Committee Date: Monday, March 3, 2025

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Allocating Host Fee Funds To The Rockford Metropolitan Exposition, Auditorium And Office Building Authority D/B/A The Rockford Area Venues And Entertainment Authority (RAVE) For Capital Improvement Projects And Infrastructure At The BMO Center

County Code:

Board Meeting Date: Thursday, March 13, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$400,000 per year for 5 years
If not, explain funding source:	
ORG - OBJ - Project Code: 41700-45700	Budget Impact: \$2,000,000 over 5 years

Background Information:

The BMO (~142,000 Sq Ft facility) is owned and operated by the Rockford Area Venues and Entertainment Authority (RAVE), which the County appoints 3 of the 9 members to its Board. The County in collaboration with the City of Rockford has long supported the BMO Center (BMO) for nearly 20 years to cultivate economic activities downtown, such as, but not limited to; music concerts, ice skating shows, motor sports, youth tournaments, and many other performing events in addition to the Rockford IceHogs. The County allocated \$460,000 per year for 20 years to assist in the renovation and operating cost of the facility in 2007 (2007-CR-006). The Chicago Blackhawks are extending their lease agreement for the Rockford IceHogs at the BMO for an additional 10 years. This extension has come with a new request for \$400,000 per year for 5 years, totaling \$2 million starting during County Fiscal Year 2027 (Oct. 1, 2026 through Sept. 30, 2027) for capital improvements projects and infrastructure at the BMO. The funding assistance is specifically for certain capital improvements to the BMO to meet the agreement standards, so that it can be comparable to other AHL facilities, however it also helps in the general attraction/retention of other entertainment performances at the BMO. RAVEs economic impact in regards to employment for FY-2024 (July 1st – June 30th) gross wages were just over \$3,500,000 for approximately 350 employees, about half are full-time.

Recommendation:

Winnebago County Administration supports economic drivers within the region that have economic impact by creating/sustaining employees and local tax dollar generation.

Contract/Agreement:

Legal Review:

Yes

Follow-Up:

Staff can follow-up with the RAVE as requested by Committee and/or County Board.

County Board Office

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

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2025 CR _____

**RESOLUTION ALLOCATING HOST FEE FUNDS TO THE ROCKFORD
METROPOLITAN EXPOSITION, AUDITORIUM AND OFFICE BUILDING
AUTHORITY D/B/A THE ROCKFORD AREA VENUES AND ENTERTAINMENT
AUTHORITY (RAVE) FOR CAPITAL IMPROVEMENT PROJECTS AND
INFRASTRUCTURE AT THE BMO CENTER**

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 200/1 *et seq.*, as amended, authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois

WHEREAS, Rockford Metropolitan Exposition, Auditorium And Office Building Authority doing business as Rockford Area Venues and Entertainment Authority (hereinafter, “RAVE”) is an Illinois municipal corporation and unit of local government that is authorized to plan, sponsor, hold, and arrange cultural, educational, theatrical, sports, trade and scientific exhibits, shows and events within the corporate boundaries of the County of Winnebago, Illinois (hereinafter, “County”); and

WHEREAS, the County is an Illinois unit of local government that supports economic growth through tourism for the region, which the BMO Center located at 300 Elm Street, Rockford, Illinois (hereinafter, “BMO”) has been doing for over forty years; and

WHEREAS, the non-for-profit RAVE, operates an arena for the purposes described above and has requested financial assistance from the County to support with capital improvements and infrastructure needs to the BMO; and

WHEREAS, the request is a collaborative effort with the City of Rockford, who is looking to allocate nine million dollars (\$9,000,000.00) over ten (10) years from 2026 through 2036; and

WHEREAS, the Chicago Blackhawks’ American Hockey League affiliate, the Rockford IceHogs, who are anchor tenants of the BMO are seeking to extend their agreements for their use of the arena, and as such certain updates are needed to maintain effective operational functions; and

WHEREAS, this agreement shall be null and void if the Chicago Blackhawks’ American Hockey League affiliate, the Rockford IceHogs were to end their agreement with utilizing the BMO; and

WHEREAS, the BMO offers numerous other entertainment options, including but not limited to music concerts, ice skating shows, monster truck rallies, youth tournaments, and many other performing events; and

WHEREAS, the County authorizes the allocation of four hundred thousand dollars (\$400,000.00) from the Host Fee Fund per year for five (5) years, totaling two million dollars (\$2,000,000.00) to RAVE specifically for capital improvements and infrastructure needs at the BMO starting in the County’s fiscal year 2027 (October 1, 2026 – September 30, 2027); and

WHEREAS, said County allocation shall be in effect as long as the City of Rockford contributes to the BMO or up to a maximum of five (5) years as outlined within this document or whichever ends first; and

WHEREAS, RAVE has agreed that the County may designate at least one County representative to serve on, and attend meetings of, RAVE’s “Capital Projects and Infrastructure Working Group” (hereinafter, “CPIWG”), so that the County can be included with how the funds are to be expended; and

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois hereby authorizes County Administration to allocate four hundred thousand dollars (\$400,000.00) from the Host Fee Fund per year for five (5) years, totaling two million dollars (\$2,000,000.00) to the Rockford Metropolitan Exposition, Auditorium and Office Building Authority d/b/a the Rockford Area Venues and Entertainment Authority (hereinafter, “RAVE”) specifically for capital improvements and infrastructure needs at the BMO starting in the County’s fiscal year 2027 (October 1, 2026 – September 30, 2027); and

BE IT FURTHER RESOLVED, the schedule for transferring Host Fee Funds shall follow the below table, entitled, “Host Fee Schedule for BMO Capital Improvements and Infrastructure Needs” as long as the City of Rockford contributes to the BMO during this stated period of time in said Host Fee Schedule; and

Host Fee Schedule for BMO Capital Improvements and Infrastructure Needs			
Year	Fiscal Year	County Fiscal Dates	Amount (\$)
1	FY-2027	October 1, 2026 - September 30, 2027	\$ 400,000
2	FY-2028	October 1, 2027 - September 30, 2028	\$ 400,000
3	FY-2029	October 1, 2028 - September 30, 2029	\$ 400,000
4	FY-2030	October 1, 2029 - September 30, 2030	\$ 400,000
5	FY-2031	October 1, 2030 - September 30, 2031	\$ 400,000

BE IT FURTHER RESOLVED, this agreement shall be null and void if the Chicago Blackhawks' American Hockey League affiliate, the Rockford IceHogs were to end their agreement with utilizing the BMO; and

BE IT FURTHER RESOLVED, that the County shall designate one individual to serve on, and attend meetings, of, RAVE's, "Capital Projects and Infrastructure Working Group" (hereinafter, "CPIWG"), so that the County can be included with how the funds are to be expended (with such individual being designated for the duration of this agreement by the County Board Chairman with advice and consent of the County Board), and that RAVE shall permit such individual's service on the CPIWG as a condition of receiving the funds described in this Resolution.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver a certified copy of this Resolution to the Winnebago County Chief Operating Officer, County Chief Financial Officer, County Administrator, the County Auditor, and the County Finance Director.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIR

JOHN SWEENEY, CHAIR

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

RAY THOMPSON

RAY THOMPSON

The above and foregoing Resolution 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

Sponsored by: John Sweeney

County Board Meeting: March 13, 2025

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2025 CR _____

**RESOLUTION ALLOCATING HOST FEE FUNDS TO THE ROCKFORD
METROPOLITAN EXPOSITION, AUDITORIUM AND OFFICE BUILDING
AUTHORITY D/B/A THE ROCKFORD AREA VENUES AND ENTERTAINMENT
AUTHORITY (RAVE) FOR CAPITAL IMPROVEMENT PROJECTS AND
INFRASTRUCTURE AT THE BMO CENTER**

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Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIR

JOHN SWEENEY, CHAIR

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

RAY THOMPSON

RAY 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 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

**Winnebago County
General Economic Development Project Form**

ORGANIZATION INFORMATION				
Organization / Business Name:				
Contact Person (1) :			Position:	
Phone #:	() -	E-mail:	@	
Contact Person (2):			Position:	
Phone #:	() -	E-mail:	@	
PROJECT INFORMATION				
Location / Address:				
Parcel Identification Number(s) PIN(s):	_____ - _____ - _____ - _____		_____ - _____ - _____ - _____	
Type of Development:	<u>Existing</u> Square Footage (SF):	<u>Proposed / Additional</u> Square Footage (SF):	<u>TOTAL</u> SQUARE FOOTAGE (SF):	
New Construction	SF	SF	SF	
Addition / Expansion	SF	SF	SF	
Remodel	SF	SF	SF	
Other	SF	SF	SF	
<i>If other, explain:</i>				
Project Timeframe (Estimated):				
Start Date:		End Date:		
Jobs				
	Full-Time Equivalent (FTE) #:	Part-Time Equivalent (PTE) #:	Temporary #:	TOTAL #:
Construction Jobs:				
Newly Created Jobs:				
Retained Jobs:				
TOTAL #:				

Total Project Cost:	\$ _____			
INVESTMENT				
NAME(S) of PARTICIPATING PARTNERS	Amount (\$)	Status	Date	Type (s) of Funding / Involvement
Developer:	\$ _____ , _____ , _____	Requested Anticipated Approved		
Municipality:	\$ _____ , _____ , _____	Requested Anticipated Approved		
Tax Body (1):	\$ _____ , _____ , _____	Requested Anticipated Approved		
Tax Body (2):	\$ _____ , _____ , _____	Requested Anticipated Approved		
Tax Body (3):	\$ _____ , _____ , _____	Requested Anticipated Approved		
Other (1):	\$ _____ , _____ , _____	Requested Anticipated Approved		
Other (2):	\$ _____ , _____ , _____	Requested Anticipated Approved		
Requested Project Gap Assistance from the County?				
County:	\$ _____ , _____ , _____	Requested		

**Winnebago County
General Economic Development Project Form**

Summary / Description of Project:	
Expected Outcomes:	

Applicant Name Printed	Applicant Signature	Date
-------------------------------	----------------------------	-------------

*** By signing this application, I hereby attest that this application and any accompanying documents are true, accurate, and correct to the best of my understating. ***



October 9, 2024

Via Email

County Board Chairman Chiarelli
County Board Member John Sweeney

RE: Rockford Area Venues Entertainment Authority

Dear Chairman Chiarelli and Board Member Sweeney:

Thank you for the opportunity to further the recent discussions among Winnebago County, the City of Rockford, and RAVE with regard to maintaining historical municipal support of the BMO Center. Over the last several decades, the shared vision of the leaders of Winnebago County and the City of Rockford to support the BMO Center as a driver of economic opportunity for the region and a community asset for our local residents, has served as the foundation of RAVE's success. With your support, we have also been able to build and strengthen our partnership with the Chicago Blackhawks. Our tremendous success in reactivating the BMO Center after the COVID pandemic would not have been possible without this key partnership.

With the support of the State of Illinois and the tireless efforts of our local representatives and partners, we recently renovated the BMO Center. It is now a premiere venue for the Rockford IceHogs and other entertainment events. When we sold the Rockford IceHogs to the Chicago Blackhawks, we committed to maintain the BMO Center as a premiere venue. In furtherance of that commitment, as we enter into the new Intergovernmental Agreement with the City of Rockford to continue to manage the BMO Center, we will reaffirm that commitment to maintain the BMO Center as a premiere venue. For too many years, the Metro Centre was operated with insufficient attention and planning for the capital needs of the facility. We are pleased that due to the strong partnerships which have been forged over the last two decades and the strength of our management team, that RAVE is now in a position to not only maintain the BMO Center as a premiere facility, but also to plan, budget, and reserve funds to meet the scheduled capital needs on an ongoing and timely basis.

As we have discussed with the Chairman, in conjunction with the ongoing support from the City of Rockford, we are asking Winnebago County to continue its annual \$460,000 support for the BMO Center beyond its current expiration in 2026. We can assure the County that the continued \$460,000 annual support will be used *solely* for capital needs. This is both consistent with our internal budgeting and the commitment we have made to the Chicago Blackhawks.

Danny Wirtz has agreed to co-sign this letter. I believe that his willingness to be involved in these critical efforts reflects the strength of our partnership and the commitment of the Chicago

R.A.V.E.
300 Elm Street
Rockford, IL 61101



Blackhawks to the local region. We would be pleased to schedule a further meeting with you to discuss this request and our ongoing commitments to Winnebago County.

Thank you for your consideration and we look forward to following up on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "C.P. Thomas", with a long horizontal stroke extending to the right.

Craig P. Thomas
RAVE Board Chairman

A handwritten signature in blue ink, appearing to read "Danny Wirtz", with a stylized, flowing script.

Danny Wirtz
Chief Executive Officer
CHICAGO BLACKHAWKS

R.A.V.E.
300 Elm Street
Rockford, IL 61101



High-Priority Capital Projects

CATEGORY	REF	CAPITAL PROJECT	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	DESCRIPTION
HVAC/Mechanical	A	Boilers		\$ 400,000									Replace the 2 original boilers with a series of more efficient boilers
	B	Chilled Water Distribution Cooling			\$ 545,000								Replace pipe valves (\$45K), pumps (\$256K), and insulation (\$250K)
		Cooling Tower (HVAC)		\$ 75,000									Replace original failing equipment
		Hot Water Distribution Heating			\$ 325,000								Replace pipe valves(\$75K) and insulation (\$250K)
Audio/Visual		Scoreboard and interior digital signage								\$ 1,500,000			Replacement (10-year life on electronics)
FF&E		Dasher replacement						\$ 500,000					Replacement (15-year life)
General Building	C	Exterior concrete panels - SW Entrance	\$ 315,000										Replaced cracked exterior concrete panels on SW side of the building
	state? D	Exterior Concourse & Façade - NW side	\$ 4,000,000										Repair deteriorating elevated concourse and curtain wall system while improving drainage system
Life Safety / Fire		Emergency Generators + Electrical Main Switch	\$ 302,895	\$ 302,895	\$ 302,895	\$ 302,895	\$ 302,895	\$ 302,895	\$ 302,895	\$ 302,895	\$ 302,895	\$ 302,895	\$303K annually from 2025-2035 for 2 new gas generators and the electrical main switch upgrade (\$3M)
		Fire Suppression System - arena bowl only				\$ 500,000							Build scaffolding (\$250K) and replace fire suppression pipes that are deteriorating (\$250K) in arena bowl only
Vertical Transport		Escalator Modernization	\$ 600,000										Replace original escalator #2
		Elevator Modernization - Freight & Passenger					\$ 625,000						Modernize/replace freight (\$300K) elevator and 3 passenger (\$325K) elevators along with elevator machine room equipment
SUBTOTAL PRIORITIES, less exterior concrete			\$ 902,895	\$ 777,895	\$ 1,172,895	\$ 802,895	\$ 927,895	\$ 802,895	\$ 302,895	\$ 1,802,895	\$ 302,895	\$ 302,895	
TOTAL COMBINED CIP REPORT			\$ 1,731,495	\$ 1,597,895	\$ 1,382,895	\$ 1,247,895	\$ 1,122,895	\$ 1,520,649	\$ 962,895	\$ 2,987,895	\$ 572,895	\$ 597,895	
			\$ 828,600	\$ 820,000	\$ 210,000	\$ 445,000	\$ 195,000	\$ 717,754	\$ 660,000	\$ 1,185,000	\$ 270,000	\$ 295,000	

High-Priority Capital Projects

High-Priority Capital Project Ideas

Exterior Concrete Projects \$4,315,000

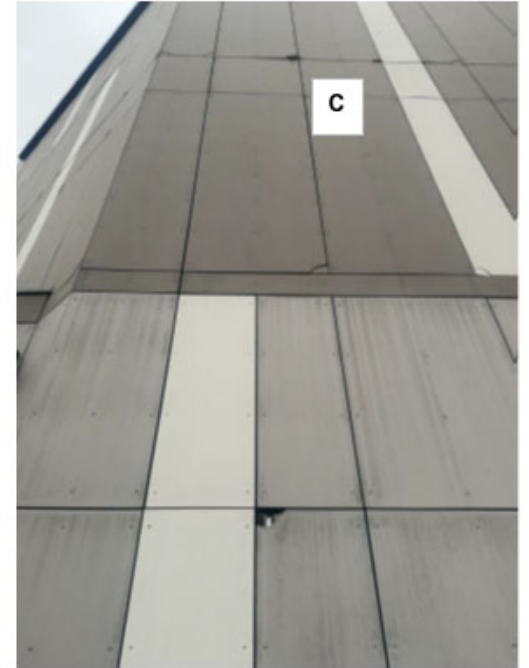
- Complete exterior project on Elm & Church St + SW corner
- Finance project and pay over time
- Duplicate construction already completed on Main & Chestnut Street
- Also a good project for state funding?

Emergency Generators + Electrical Main Switch Replacement \$3,028,950

- Project contracted and underway – anticipated completion in May 2024
- Contract is to pay over 10 years

HVAC/Mechanical Projects \$1,345,000

- Replace 2 original boilers with a series of more efficient boilers
- Replace chilled water valves, pumps, and insulation
- Replace the original HVAC cooling tower
- Replace hot water valves and insulation



A

CAPITAL FORECAST

Boiler(s) – In comparison with ASM Global Venues have an estimated lifecycle of 10 to 15 years before replacement may become necessary. Replacement is recommended in 2025, estimate for replacement: \$400,000. Given the issues identified, replacement is recommended as a high priority





Counties with over 1,000 tickets sold:

39%	Winnebago County
31%	No address given
5%	Boone County (+1% for Poplar Grove Township)
4%	Ogle County (+1% for Byron Township)
3%	McHenry County
2%	Stephenson County
2%	Rock County
2%	Dekalb County
2%	Cook County
1%	Lee County
1%	Kane County

Rockford IceHogs & Chicago Blackhawks Partnership

- Dedicated to Rockford in Winnebago County with a 15-year lease.
- In FY23, they invested \$180,570 in 20 local organizations supporting the County's youth, economically disadvantaged families, individuals with disabilities, small business owners, veterans, first responders, and more.
- Contract obligations are in place to bring the BMO Center up to the same standards as other AHL facilities – we're nearly there!

Why invest?

- Economic Impact
- Job Creation
- Increased Revenue
- Tourism Attraction
- Increased Foot Traffic
- Community Events
- Cultural Enrichment
- Attracting Investment

Table 6-11

15-Year Summary of Impacts - State & City		
	State (millions)	City (millions)
Net Spending		
Direct	\$56	\$233
Indirect	\$22	\$95
Induced	\$12	\$54
Total	\$91	\$382
Net Earnings	(millions)	(millions)
From Direct	\$26	\$111
From Indirect	\$8	\$25
From Induced	\$5	\$17
Total	\$38	\$153
Net FTE Jobs	Jobs	Jobs
From Direct	45	221
From Indirect	19	94
From Induced	10	53
Total	74	368
Net Fiscal Impacts - State	(millions)	
Sales Tax (6.25%)	\$3.4	
Auto Rental (5.0%)	\$0.1	
Motor Fuel Tax (50.1¢/gallon)	\$4.5	
Income (4.95%)	\$1.9	
Unemployment Benefits	\$0.2	
Hotel Tax (6% of 94%)	\$0.6	
Construction Fiscal Impacts	\$1.9	
State Total	\$12.6	
Net Fiscal Impacts - City	(millions)	
Metro Tax (1.0%)	\$2.3	
Hotel Tax (5.0%)	\$0.4	
Arena Op. Deficit Increase	\$29.2	
Lost Parking Revenue	\$3.9	
Construction Fiscal Impacts	\$0.1	
City Total	\$35.9	
City & State Fiscal Total	\$48.5	

Source: Hunden Strategic Partners

A renovated BMO Harris Bank Center will generate a combined net fiscal impact of \$48.5 million to the City of Rockford and the State of Illinois. Given the investment of approximately \$30 million, the return to the economy, jobs and fiscal coffers of the city and state appears sound.

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

SUBMITTED BY: EXECUTIVE COMMITTEE

2007 CR 6

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
PROVIDING FOR THE RENOVATION OF THE METRO CENTRE**

WHEREAS, the Rockford Metropolitan Exposition, Auditorium and Office Building Authority ("Authority") desires to renovate the Metro Centre to encourage tourism and economic development in Winnebago County; and

WHEREAS, in order to complete the desired renovations, the Authority requests that the County and City of Rockford enter into the attached Agreement whereby the County would provide funds from its host fees for 20 years to help pay for bonds to be issued by the City.

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

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

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 the Resolution to the Winnebago County Board Chairman, and to the Winnebago County Auditor, Treasurer, and the Director of the Department of Regional Planning and Economic Development.

The beginning of Section 7.3 is amended to read as follows:

"Subject to all parties performing all duties and obligations imposed by this Agreement, and, further, subject to Section 6.1, the County shall have no right to terminate, cancel or rescind this Agreement,"

AMENDMENT

PASSED

12/28/06

VOTE

8-0

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 25th day of January, 2007.



Scott H. Christiansen, Chairman
Winnebago County Board of the County of
Winnebago

ATTESTED BY:



Margie M. Mullins, Winnebago County Clerk

**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR
THE IMPROVEMENT OF THE METRO CENTRE**

THIS INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE IMPROVEMENT OF THE METRO CENTRE, dated as of _____ 1, 200_, by and between the City of Rockford, Winnebago County, Illinois, a municipality and unit of local government of the State of Illinois (the "*City*") and The County of Winnebago, Illinois (the "*County*"), and the Rockford Metropolitan Exposition, Auditorium and Office Building Authority (the "*Authority*") pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Intergovernmental Cooperation Act of the State of Illinois, as amended;

WITNESSETH:

WHEREAS Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance;

WHEREAS the Intergovernmental Cooperation Act, as amended, authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois;

WHEREAS the City is a municipality and unit of local government under the constitution and laws of the State of Illinois; and the County is a county and unit of local government under the constitution and laws of the State of Illinois, and the Authority is a unit of local government under the constitution and laws of the State of Illinois;

WHEREAS the Authority (the "*Authority*") owns the Rockford Metro Centre (the "*Arena*");

WHEREAS the Authority has developed and presented plans for improvements to the Arena (the "*Improvements*") which are estimated to cost \$20,000,000 (and which Arena, upon completion of the Improvements, shall be the "*Improved Arena*");

WHEREAS the Authority has insufficient funds to pay the costs of the Improvements;

WHEREAS the events in the Improved Arena will have the public benefits of an increase in employment and wages within the County and the City; and an increase in economic activities associated with sporting events, such as restaurant patronage and hotel usage, resulting in increased sales and other taxes, in addition to improved and increased recreational opportunities for City and County residents;

WHEREAS the County by its County Board and the City by its City Council and the Authority by its Board each has determined it to be in its best interests, respectively, that the Improved Arena be completed;

WHEREAS the City will undertake to borrow funds and issue bonds up to \$20,000,000 to provide funds for the Improvements, providing its own credit and resources to such end; and the City will allocate its annual \$912,000 payment to the Authority to the payment of such bonds;

WHEREAS the County has a source of funds (the "*Host Fees*") available for its corporate purposes and derived pursuant to a County Ordinance adopted by the County Board on June 23, 2005, and entitled:

RESOLUTION AUTHORIZING EXECUTION

OF A

HOST COUNTY AGREEMENT

and, further, pursuant to an agreement between the County, Rock River Environmental Services, Inc., and Winnebago Landfill Company, LLC, or successors, as land fill operators, dated July 8, 2005, and entitled:

HOST COUNTY AGREEMENT

WHEREAS it is anticipated that the Host Fees will be sufficient to enable the County to pay to the City the amounts described herein for 20 years for the purpose of cooperating with the City to the end of providing funds for the Improved Arena; and

WHEREAS, the Authority will purchase equipment and let contracts for the Improvements.

NOW THEREFORE in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Agreement, have the meanings herein specified. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "*hereby*," "*hereof*," "*hereto*," "*herein*," "*hereunder*" and any similar terms, as used in this Agreement, refer to this Agreement as a whole.

"*Act*" means the applicable Illinois law, collectively, pursuant to which this Agreement is authorized and lawful and in particular, Sections 6 and 10 of Article VII of the Constitution of the State of Illinois; the Intergovernmental Cooperation Act, as amended; the acts or charters pursuant to which the City and the Authority have been organized and operate generally, and all

laws supplementary or amendatory to such acts, including expressly the Local Government Debt Reform Act, as amended.

"Arena" means such term as it is defined in the preambles.

"Authority" means such term as it is defined in the preambles.

"City" means the City of Rockford, Winnebago County, Illinois.

"City Bonds" means the up to \$20,000,000 bonds, more or less, to be issued by the City to provide for payment of the costs of the Improvements and related expenses.

"County" means The County of Winnebago, Illinois.

"Host Fees" means such term as it is defined in the preambles.

"Improved Arena" means such term as it is defined in the preambles.

"Improvements" means such term as it is defined in the preambles.

ARTICLE II

STATEMENT OF PURPOSE

The preambles are incorporated into this Agreement by this reference. The City will issue the City Bonds to aid the Authority in paying the costs of the Improvements. In consideration thereof, the County will pay to the City for a period of 20 years \$250,000 in the first calendar year, and \$460,000 per calendar year for the succeeding 19 calendar years from the Host Fees, provided that a sufficient amount of Host Fees are collected each year to cover the annual payment for that year. The Authority will make the Improvements to the Arena and thereby provide an improved venue for entertainment and recreation for the citizens of the City and County, promote increased patronage of restaurants and hotels in the community, and increase jobs and economic development in downtown Rockford.

ARTICLE III

CERTAIN OBLIGATIONS OF AND TERMS RELATING TO CITY

Section 3.1. City Provides Funds for Authority. The City shall issue the City Bonds. The City has entered into or shall enter into agreement with the Authority to use the net proceeds of the City Bonds to pay the costs of the Improvements.

Section 3.2. City Bonds Independent. The term and amortization of the City Bonds and any refunding or defeasance of such bonds are wholly within the discretion of the City; the consideration for the County's obligations under this Agreement shall be the providing of up to \$20,000,000 to or for the benefit of the Authority for the Improvements.

Section 3.3. Notice of Bond Sale and Expenditure. The City will notify the County of the City Bond sale and of the use of funds delivered therefrom (or other sources) for the Improvements. Such notification given in good faith shall be conclusive and binding on the parties to this Agreement and shall bind the County to its obligations.

* *Section 3.4* ~~The Authority shall not own or operate an AHL, UHL, Arena Football, or other sports franchise, or seek to purchase such a franchise. The City is also prohibited from owning or operating a sports franchise.~~

ARTICLE IV

All Funds provided by the County shall be used for architectural design and construction costs only. County funds shall not be used to own or operate an AHL, UHL arena football, or

CERTAIN OBLIGATIONS OF AND TERMS RELATING TO COUNTY

Section 4.1. Agreement to Pay; County Proceedings. The County shall make 20 annual payments to the City. The first payment of \$250,000 shall be made on June 25th of the year in which the City Bonds are issued, sports and \$460,000 shall be paid on June 25th of the following 19 years (the "County Payment Promise"). The County shall apply only Host Fees to the County Payment Promise. These payments shall be a priority draw on the Host Fees, prior to any other appropriations of such funds. In the event that insufficient Host Fees are collected in any year, the County's obligation for that year shall be reduced accordingly. Any such reduction in the County's obligation for any year shall be carried forward to the next succeeding year and paid from any surplus collection in Host Fees in excess of the County's obligation for that succeeding year. This process of carrying reductions forward shall be continued from year to year for the term of the Agreement until any reductions have been paid from surpluses. However, if there are not sufficient surpluses in the collection of Host Fees over the term of the agreement to repay any reductions or shortfalls in payments, the County shall not be obligated to pay such reductions.

Section 4.2. Place of Payment. The annual payments to be made to the City pursuant to the County Payment Promise shall be made to the City Treasurer at the address supplied from time to time by the City to the County.

Section 4.3. County to Defend. The County covenants during the term hereof to take any and all actions necessary to impose and collect the Host Fees and to pay over amounts as due under this Agreement, and to protect and defend its ability to do so from any suit, litigation, dispute, inquiry or challenge.

Section 4.4. Further Acts. To the end of assuring the validity of this Agreement, the Resolution of the County by which this Agreement has been authorized, the imposition of the Host Fees, and of the intergovernmental agreement nature of the covenants represented herein by the County to the City, the officers and employees of the County, including without limitation the County Board Chairman, the County Clerk, the County Treasurer, and the State's Attorney, and other officers, employees or attorneys of the County, are hereby authorized and empowered to do, represent, act and covenant such reasonable acts, representations, and promises as will further the intent and operation of this Agreement.

Section 4.5. Provision for Payment. The County hereby agrees to appropriate, budget for and, where necessary, take such further corporate action as required, so as to have the Host Fees available on a timely basis.

Section 4.6. Disclosure. The County will notify the City of the annual amount of Host Fees collected.

ARTICLE V

CERTAIN OBLIGATIONS RELATED TO THE AUTHORITY

Section 5.1. Construct Improvements. The Authority will design and construct improvements to the Metro Centre at a cost not to exceed \$20 Million Dollars. It is understood that based on cost, necessity, and timing, some of the improvements may be delayed or canceled to stay within the cost limits as design and bidding the project proceeds.

Section 5.2. Operate Arena. The Authority will operate the Authority in a prudent manner with the goal of generating sufficient funds to pay all operational costs plus the remaining debt service after the City and County contributions described below.

* *Section 5.3 Franchise Ownership.* ~~The Authority shall not own or operate an AHL, UHL, Arena Football, or other sports franchise, or seek to purchase such~~

ARTICLE VI The County does not endorse public owner-ship of sport franchises. County funds shall not be used to own, operate an AHL, UHL or arena football, or other sports franchises.

Section 6.1. Adjustment of Payments. It is understood and agreed between the parties that the Authority intends to seek grants and loans of approximately \$3,000,000 from sources which are not party to this Agreement for the purpose of funding Improvements. In the event that the Authority is successful and less than \$17,000,000 \$20,000,000 in City Bonds are issued for Improvements, the City and County agree to renegotiate with the Authority and each other the payments set forth herein in proportion to their respective funding levels.

Section 6.2. Adjustment of Payments. Within 30 days of execution of this Agreement, the County Board Chairman shall name two County Board members and two staff members, and the Mayor of the City shall name two aldermen and two staff members to serve with two Authority Board members and two Authority staff persons on an Improvements Oversight Committee to report to their governmental units, on the planning and progress of the Improvements and make any necessary recommendations for the success of the Improvements Project.

ARTICLE VII

NATURE OF OBLIGATIONS

Section 7.1. Conditions Precedent. The parties represent that each understands certain events must occur prior to the City being able, pursuant to applicable municipal law, to issue its bonds, including the passage of certain backdoor referendum proceedings. The City will proceed

in good faith to conduct such proceedings, but if, by a date not later than March 1, 2007, the City's bonds have not successfully passed the relevant backdoor referendum periods, then, by notice to such effect given by the County or City, as the case may be, this Agreement shall terminate.

Section 7.2. Absolute and Irrevocable Conditions. Subject to Section 6.1, all terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by the parties. It is hereby intended that no change in the Act or other law or regulation subsequent to the date hereof shall affect any of the terms or provisions of this Agreement, and neither the County nor the City, without the consent of the other, shall take any actions under a change in the Act or other law or regulation contrary to the terms and conditions herein.

* Subject to all parties performing all duties and obligations imposed by this Agreement, and, further,

Section 7.3. County's Obligation Unconditional. Subject to Section 6.1, the County shall have no right to terminate, cancel or rescind this Agreement, no right to withhold payments due or to become due under this Agreement, no right to recover from the City amounts previously paid under this Agreement unless paid in error or contrary to the provisions of this Agreement or law, no right of reduction or set-off against the amounts due or to become due under this Agreement to the City, and no lien on any amounts in any fund established by the City for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the County or the City or any other person; it being the intent hereof that the County shall be absolutely and unconditionally obligated to make all payments hereunder from the Host Fees in accordance with the terms hereof, subject, however, to the collection of Host Fees in an amount sufficient to cover the County's obligation for that year. If an insufficient amount of Host Fees is collected in any year, then the County's obligation for that year shall be reduced accordingly.

ARTICLE VIII

ASSIGNMENT

This Agreement is made solely among the parties hereto, and may not be assigned.

ARTICLE VIX

MISCELLANEOUS

Section 9.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five business days after deposit in the United States mail in certified form, postage prepaid, to the County, City or Authority at the addresses set forth in *Exhibit C* hereto. The parties, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 9.2. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors.

Section 9.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4. Further Assurances and Corrective Instruments. The County, City and Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 9.5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.6. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.7. Term. This Agreement shall be in full force and effect upon its execution. This Agreement shall expire upon the payment of all amounts due hereunder.

Section 9.8 below

IN WITNESS WHEREOF, the County has caused this Agreement to be executed and attested in its name by its duly authorized officers; and the City has caused this Agreement to be executed and attested in its name by its duly authorized officials, as of the date first above written, and such Agreement shall be effective from the date of execution shown below.

ATTEST:

COUNTY CLERK

THE COUNTY OF WINNEBAGO, ILLINOIS

[SEAL]

Chairman

ATTEST:

LEGAL DIRECTOR

CITY OF ROCKFORD, WINNEBAGO COUNTY, ILLINOIS

Mayor

[SEAL]

9.8 County Funds only for Renovation All funds provided by the County shall be used for purposes of architectural design and construction renovation of the Metro Centre only. The County shall be provided documents, such as construction contracts, contractor's waiver of lien, etc., insuring compliance with this requirement. If determined that County funds are being used for anything other than described herein, this agreement shall be considered void and County funding terminated.

ROCKFORD METROPOLITAN
EXPOSITION, AUDITORIUM AND OFFICE
BUILDING AUTHORITY

Chairman

OPERATIONS & ADMINISTRATIVE COMMITTEE



Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department of behalf of DoIT
Committee Name: Operations & Administrative Committee
Committee Date: March 6, 2025
Board Date: March 13, 2025
Resolution Title: Resolution Awarding Countywide Camera Project Additional Hardware Using CIP 2025 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$500,000
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount? \$500,000	
Over or Under approved amount? UNDER By: \$157,859	
Reason for CIP increase? N/A	
ORG/OBJ/Project Codes: 82200-46586-C2509 Descriptor: CIP 2025 Funds	
Budget Impact? \$294,146	
\$47,995	
Total: \$342,141	

Background Information: The Countywide Security Cameras and Integrator System project was approved by the County Board on December 12. As a part of this project, a budget was established to handle the County and DoIT provided hardware such as switches, racks and additional networking for our increased infrastructure to expand our security cameras county-wide.

For the first part of this project, IFB 25B-2390 was issued and five bids were received. Heartland Business Systems being the lowest bid (See Resolution Exhibit A). There is additional computer hardware that DoIT needs to purchase and implement, that is required for the integration of the camera project countywide. This purchase order would be issued for \$294,146.

For the second part of this project, quotes were obtained to purchase the following items through CDW-G and IT Savvy:

<i>Vendor</i>	<i>Amount</i>
IT Savvy	\$ 8,793
IT Savvy	\$ 33,451
CDW -G	\$ 5,751
Total	\$ 47,995

This request represents \$342,141 of the Winnebago County DoIT hardware costs. As a part of this project, we do anticipate additional hardware needs countywide. We will continue to bring forward purchases throughout this project as a part of this \$500,000 allocated budget.

Recommended By: Dan Magers, Chief Information Officer

Follow-Up Steps: Purchasing will prepare the Purchase Order to Heartland Business Systems.

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

RESOLUTION AWARDING COUNTYWIDE CAMERA PROJECT ADDITIONAL HARDWARE USING CIP 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 Countywide Security Cameras and Integrator project was approved by the County Board on December 12, 2024 in order to proceed with implementation DoIT needed to provide hardware updated countywide; and,

WHEREAS, the Purchasing Department went out for bid 25B-2390 in February to secure the necessary IT equipment to implement for compatibility with the security camera project and five bid submissions were received; and,

WHEREAS, additionally the County will continue to provide hardware tied to infrastructure updates as apart of this budgeted item as additional needs are determined the committee will be updated regarding the budgeted spend; and,

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

HEARTLAND BUISNESS SYSTEMS
5400 PATTON DRIVE, SUITE 4B
LISLE, ILLINOIS 60532

(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 \$294,146, on behalf of the County of Winnebago, with HEARTLAND BUSINESS SYSTEMS, 5400 PATTON DRIVE, SUITE 4B, LISLE, ILLINOIS 60532.

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



BID TAB

25B-2390 COUNTYWIDE CAMERA PROJECT ADDITIONAL HARDWARE RE-BID

BID OPENING - FEBRUARY 19, 2025 @ 11:30 AM

VENDOR NAME		Heartland Business Systems Lisle, IL.	Montel Technologies, LLC Loves Park, IL.	Entre Computer Solutions Machesney Park, IL.	CDW-G Vernon Hills, IL.	ClearConnect Cottonwood, ID.
DESCRIPTIONS	QUANTITY	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
HPE Aruba Networking 6300M 48-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 Switch	15	\$119,567.70	\$207,670.20	\$201,817.50	\$171,207.90	\$207,295.55
HPE Aruba Networking X372 54VDC 1050W 110-240VAC Power Supply	30	\$18,635.40	\$25,623.60	\$24,901.50	\$24,503.70	\$25,925.01
HPE Aruba Networking 6400 48-port HPE Smart Rate 1/2.5/5GbE Class 6 PoE and 4-port SFP56 v2 Module	15	\$105,077.70	\$182,503.50	\$177,360.00	\$150,462.90	\$364,348.21
Aruba Central Advanced - Subscription - 1 Switch - 5 Year	15	\$13,500.00	\$19,695.90	\$19,140.75	\$16,238.10	\$7,137.92
HPE Aruba Networking 25G SFP28 LC LR 10km SMF Transceiver	16	\$34,937.28	\$60,680.64	\$58,970.40	\$48,266.85	\$58,590.09
HPE Aruba Networking 25G SFP28 to SFP28 0.65m Direct Attach Copper Cable	20	\$2,427.60	\$4,216.40	\$4,097.60	\$3,678.60	\$4,155.10
Shipping		Included	Included	\$5,900.00	Included	Included
GRAND TOTAL		\$294,145.68	\$500,390.24	\$492,187.75	\$414,358.05	\$667,451.88



Resolution Executive Summary

Prepared By: DoIT
Committee: Operations and Administrative Committee
Committee Date: March 6, 2025
Board Meeting Date: March 13, 2025
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement for Information Technology Support Services with Rockford Housing Authority

Was item budgeted? Yes	Amount Anticipated Annually: \$68,558
If not, explain funding source:	
ORG/OBJ/Project Code: 19500	Descriptor:

Background Information: The County of Winnebago Department of Information Technology (WinCo DoIT) currently has an expired Intergovernmental Agreement (IGA) with Rockford Housing Authority (RHA) that has expired. WinCo DoIT and RHA wish to continue this IGA but initiating a new agreement for a 1-year term, with 5 additional 1-year renewal options.

Support is based on 72 hours per month at a monthly rate of \$5,713.20. If hours exceed 72 hours, they are billed hourly at a rate of \$79.35.

Recommendation:

Adopt the new Intergovernmental Agreement for Information Technology as a Service (ITaaS) by and Between the County of Winnebago (County) and the RHA

Contract/Agreement:

County to execute the Intergovernmental Agreement for Information Technology as a Service (ITaaS) by and Between the County and the RHA (see Resolution Exhibit A).

Legal Review:

SAO has reviewed the IGA

Follow-Up:

Return signed copy to RHA upon adoption

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2025 CR

**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT FOR INFORMATION TECHNOLOGY SUPPORT SERVICES
WITH ROCKFORD HOUSING AUTHORITY**

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 seeking to renew an Intergovernmental Agreement for Information Technology Services; and

WHEREAS, WinCo DoIT previously provided these services to the Rockford Housing Authority; and

WHEREAS, WinCo DoIT will provide services at the rates provided (See Resolution Exhibit A); 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 execution of this Intergovernmental Agreement with the Rockford Housing Authority 1-year term, with 5 additional 1-year renewal options.

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.

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

ATTESTED BY:

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

**INTERGOVERNMENTAL AGREEMENT FOR INFORMATION TECHNOLOGY
SUPPORT SERVICES BETWEEN
COUNTY OF WINNEBAGO AND ROCKFORD HOUSING AUTHORITY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this 13th day of March, 2025, by and between the County of Winnebago, Illinois, a body politic and corporate (the “County”), and the Rockford Housing Authority (“RHA”), a Municipal Corporation organized pursuant to 310 ILCS 10/1, et seq (collectively “the Parties”).

WHEREAS, the RHA is a municipal corporation that provides decent, safe and sanitary housing for residents in the City of Rockford, Illinois; and

WHEREAS, the RHA has certain information technology needs in order to provide these services to its residents; and

WHEREAS, the County through its Department of Information Technology, (WinCo DoIT), provides certain information technology services to governmental agencies in the County of Winnebago, Illinois; and

WHEREAS, in December 2017 the Parties previously entered into an Intergovernmental Agreement for the County to provide Information Technology Support Services to the RHA; and

WHEREAS, the RHA seeks to continue to use WinCo DoIT as a comprehensive technology and network service provider; and

WHEREAS, the RHA will benefit by the cooperation evidenced by the agreement between the public bodies who are parties hereto; and

WHEREAS, RHA and the County seek to collaborate on efficiency in areas of information technology and network services; and

WHEREAS, the RHA Procurement Policy allows for the entry of an Intergovernmental Agreement; and

NOW THEREFORE, in consideration of the covenants and mutual agreements contained herein, the Parties agree as follows:

I. AUTHORITY

This Agreement is entered between the County and RHA pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) the Housing Authority Act (310 ILCS 10/1 et seq.) and Housing Cooperation Act (310 ILCS 15/1).

II. PURPOSE

The purpose of this Agreement is to set forth the parties' understanding with respect to the provision of Information Technology support and services to RHA. Information Technology support and services shall be provided to RHA by the County through WinCo DoIT.

III. WinCo DoIT RESPONSIBILITIES

The County, through its WinCo DoIT shall provide Information Technology support and services as requested by RHA. These services may include: email (including archiving), web site hosting, file sharing, application hosting, data storage, data backup process, data backup storage, internet service, public IPs, VoIP services and host based anti-virus protection. This list is subject to change. Additional services may be negotiated on an as needed basis. In the event any hardware or software is needed, WinCo DoIT will notify RHA, which shall procure the materials needed pursuant to the RHA procurement policy.

IV. RHA RESPONSIBILITIES

The RHA shall provide WinCo DoIT with guidance from Linda Dorsey Tillman of the RHA or her designee as to the services required under this Agreement.

V. COMPENSATION:

1. The County, through WinCo DoIT shall provide Information Technology Support Services to the RHA for seventy-two (72) hours per month at the rate of Five Thousand Seven Hundred Thirteen and 20/100 Dollars (\$5,713.20) per month. Hours exceeding seventy-two (72) hours per month will be billed at the rate of Seventy-Nine and 35/100 Dollars (\$79.35) per hour. Unused hours may not be carried over. Billing occurs door to door. RHA shall procure all technology-related materials, including any hardware and software costs.
2. WinCo DoIT shall bill the RHA monthly with invoices setting forth the services performed and hours worked. The RHA shall pay these invoices according to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

VI. TERM

The term of this Agreement shall begin on execution and shall continue for a period of one (1) year. This Agreement may be extended for additional one (1) year term by written agreement of the parties for a maximum total of five (5) years. Either party may terminate this Agreement at any time and for any reason upon giving thirty (30) days written notice of termination to the other party. Notice of the termination specifying the effective date of the termination must be given as set forth in Article VIII of this Agreement. Upon receipt of this termination notice, RHA and the County shall discontinue all services upon the effective date of the termination notice. In the event of termination for convenience by RHA or County, RHA shall be liable only for payment for services rendered up to the effective date of the termination.

VII. CONTACT PERSONS

For purposes of administering this Agreement, the County representative is the Winnebago County Administrator or their designee, and the representative for RHA is the Chief Executive Officer or their designee.

VIII. NOTICES

All notices, requests and communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier or mailed by first class mail, postage prepaid, or certified mail, postage prepaid, return receipt requested.

Notices to the County shall be addressed to:

Winnebago County Administrator
County Board Office
404 Elm Street, Suite 533
Rockford, Illinois 61101

Notices to RHA shall be addressed to:

Laura Snyder
CEO
Rockford Housing Authority
223 S. Winnebago Street
Rockford, Illinois 61102

Attorney Timothy F. Horning
Meyer and Horning P.C.
3400 N. Rockton Avenue
Rockford, Illinois 61103

IX. WAIVERS

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of RHA and the County as separate, independent and distinct entities under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the County and RHA shall not operate or be construed as a way of limiting any rights, claims or actions one may have against the other. In no event shall the County or WinCo DoIT be liable in contract, tort, strict liability, warranty or otherwise for any damages under this Agreement, including special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital or cost of purchase or replacement equipment, systems or power, even if it has been advised

of the possibility of such damages. The County's liability for damages of any kind shall in no event exceed the amount actually paid by RHA for the services provided under this Agreement.

X. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

XI. ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY

This Agreement constitutes the entire Agreement between the parties and supersedes all prior communications and writings with respect to the content of this Agreement. This Agreement cannot be modified or amended except by mutual written agreement of the parties. If any term or provision of this Agreement is rendered invalid or unenforceable for any reason, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect except as otherwise provided herein.

XII. AUTHORITY

The County and RHA each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The County and RHA hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 13th day
of March, 2025

SIGNATURE PAGE FOLLOWS

ATTEST:

COUNTY CLERK

THE COUNTY OF WINNEBAGO, ILLINOIS

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

[SEAL]

ROCKFORD HOUSING AUTHORITY

BY: _____
Laura Snyder, Chief Executive Officer

ATTEST:

BY:



Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department of behalf of DoIT
Committee Name: Operations & Administrative Committee
Committee Date: March 6, 2025
Board Date: March 13, 2025
Resolution Title: Resolution Awarding PC Obsolescence Project Using CIP 2025 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$390,000
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount? \$390,000	
Over or Under approved amount? UNDER By: \$24,480	
Reason for CIP increase? N/A	
ORG/OBJ/Project Codes: 82200-42117-C2514 Descriptor: CIP 2025 Funds	
Budget Impact? \$365,520	

Background Information: The County Department of Information Technology (DoIT) has developed a replacement strategy for PC's. This plan was submitted as a CIP 2025 item. DoIT plans to replace approximately 300 PCs annually countywide.

In January of 2025, the County Purchasing Department issued IFB 25B-2387 PC Obsolescence Project and six bid submissions were received, with Entre Computer Solutions, Inc. being the lowest responsive and responsible bidder (See Resolution Exhibit A).

Recommended By: Dan Magers, Chief Information Officer

Follow-Up Steps: Purchasing will prepare the Purchase Order to Entre Computer Solutions, Inc.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2025 CR

RESOLUTION AWARDING PC OBSOLESCENCE PROJECT USING CIP 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 Purchasing Department went out for IFB 25B-2387 PC Obsolescence Project for the County of Winnebago Department of Technology (DoIT) in January to replace approximately 300 PC's annually where the warranty has or is soon to expire and six 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:

ENTRE COMPUTER SOLUTIONS, INC.
8900 NORTH SECOND STREET
MACHESNEY PARK, ILLINOIS 61115

(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 \$365,520, on behalf of the County of Winnebago, with ENTRE COMPUTER SOLUTIONS, INC., 8900 NORTH SECOND STREET, MACHESNEY PARK, ILLINOIS 61115.

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

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

ATTESTED BY:

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



WINNEBAGO COUNTY
ILLINOIS

BID TAB

24B-2387 PC OBSOLESCENCE PROJECT

BID OPENING - FEBRUARY 12, 2025 @ 11:30 AM

VENDOR NAME		Entre Computer Solutions, INC. Machesney Park, IL		Heartland Business Systems Lisle, IL		KD Dynamic Solutions, LLC. Oswego, IL		ClearConnect Cottonwood, ID		CDW-G Vernon Hills, IL		SHI Somerset, NJ	
DESCRIPTIONS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
HP ALL-IN-ONES	255	\$1,232.16	\$314,200.80	\$1,304.49	\$322,644.95	\$1,800.57	\$459,144.84	\$1,673.65	\$426,779.99	\$1,523.27	\$388,433.85	\$1,368.13	\$348,873.15
HP ALL-IN-ONES TOUCHSCREEN	14	\$1,172.78	\$16,418.92	\$1,241.63	\$17,382.82	\$1,308.16	\$18,314.24	\$1,619.04	\$22,666.51	\$1,473.57	\$20,629.98	\$1,302.20	\$18,230.80
HP LAPTOPS	23	\$1,063.92	\$24,470.16	\$1,147.74	\$26,398.02	\$1,459.26	\$33,562.96	\$1,386.79	\$31,896.22	\$1,226.55	\$28,210.65	\$1,181.32	\$27,170.36
SURFACE PRO	8	\$1,198.89	\$9,591.12	\$1,255.62	\$10,044.96	\$1,323.60	\$10,588.84	\$1,265.09	\$10,120.70	\$1,134.06	\$9,072.48	\$1,215.28	\$9,722.24
SURFACE PRO KEYBOARD	8	\$104.87	\$838.96	\$106.92	\$855.36	\$112.10	\$896.81	\$109.39	\$875.09	\$100.06	\$800.48	\$113.09	\$904.72
TOTAL		\$365,520		\$377,326		\$522,508		\$492,339		\$447,147		\$404,901	



Resolution Executive Summary

CIP Projects

Prepared By: Department of Information Technology
Committee Name: Operations and Administrative Committee
Committee Date: March 6, 2025
Board Date: March 13, 2025
Resolution Title: Resolution Awarding Cybersecurity Managed Detection and Response Using CIP 2025 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$425,000
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount? \$425,000	
Over or Under approved amount? UNDER	By: \$47,612
Reason for ARPA or CIP increase? N/A	
ORG/OBJ/Project Codes: 82200-43167-C2515 Descriptor: CIP 25 Arctic Wolf	
Budget Impact? \$ 377,388	

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. Essential to this is ensuring the safety of the County's data and networks. To do so, WinCo DoIT has previously researched the cost and feasibility of hiring the necessary specialty security staff and supporting software and hardware to establish a Security Operations Center (SOC). Upon calculating the cost of a County owned and operated SOC, WinCo DoIT instead looked instead towards signing an agreement with a Managed Detection and Response (MDR) provider. WinCo DoIT evaluated multiple MDR providers from 2018-2021 and selected Arctic Wolf in late 2021. In January of 2022, after presenting to this Committee, the Board approved a 3-year contract with Arctic Wolf. This contract has now come up for renewal.

This system is installed on all computers and servers owned by the County (1300+ endpoints) and provides monitoring, evaluation, detection and remediation of threats 24 hours a day. Along with these MDR services, Arctic Wolf also meets the requirements from the State of Illinois 20 ILCS 1375/5-30 for Cybersecurity Training for local government employees. As this solution continues to be an effective solution for WinCo DoIT to manage, monitor, and protect the County's electronic assets, as well as meets the needs for statutory cybersecurity training requirements, we recommend another 3-year term with Arctic Wolf. See Resolution Exhibit A for comparisons from other MDR providers that were considered in this renewal process.

Recommended By: Chief Information Officer, Dan Magers

Follow-Up Steps: Purchasing Department will issue Purchase Orders to the Entire in the amount of \$377,388.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2025 CR

**RESOLUTION AWARDING CYBERSECURITY MANAGED DETECTION AND
RESPONSE USING CIP 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 Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for all departments; and

WHEREAS, WinCo DoIT needs to utilize a cybersecurity detection and response provider to maintain security, three quotes were obtained (See Resolution Exhibit A); and

WHEREAS, Arctic Wolf is the County's chosen platform and ensures compliance with the statutory cybersecurity training requirements; 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 Arctic Wolf for a three year term in the amount of \$377,388.

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.

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

ATTESTED BY:

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

QUOTE TAB 25NB-2394 DETECTION AND RESPONSE RENEWAL USING CIP 2025 FUNDS			
	Arctic Wolf	Sophos	SentinelOne
Log Aggregation/Filtering	Provided	Provided	Provided
24/7/365 SOC Coverage	Provided	Provided	Provided
Monthly Review/Intel Meetings	Provided	Provided	Provided
Cybersecurity Training	Provided	Not Offered	Provided
Annual Cost	\$ 125,769	\$ 146,260	\$ 272,987
Total 3 Year Cost	\$ 377,388	\$ 438,780	\$ 818,961



Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department of behalf of DoIT
Committee Name: Operations & Administrative Committee
Committee Date: March 6, 2025
Board Date: March 13, 2025
Resolution Title: Resolution Awarding Uninterrupted Power Supplies Using CIP 2025 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$100,000
If not, originally budgeted, explain the funding source?	
If ARPA or CIP funded, original Board approved amount? \$100,000	
Over or Under approved amount? UNDER By: \$33,416	
Reason for CIP increase? N/A	
ORG/OBJ/Project Codes: 82200-46586-C2511 Descriptor: CIP 2025 Funds	
Budget Impact? \$66,584	

Background Information: The County Department of Information Technology (DoIT) needs to secure the necessary IT equipment to replace their Uninterrupted Power Supplies (UPS) in one of their data centers and in many IT closets, as many of the current devices are past end of life.

In January of 2025, Purchasing issued IFB 25B-2383 Uninterrupted Power Supplies (UPS). The bid was sent out to multiple local businesses, as well as, posted on the nationwide bidding platform, DemandStar. There was a total on nine submissions received with True Technology, LLC being the lowest responsive and responsible bid (See Resolution Exhibit A).

Recommended By: Dan Magers, Chief Information Officer

Follow-Up Steps: Purchasing will prepare the Purchase Order to True Technology, LLC.

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

2025 CR

RESOLUTION AWARDING UNINTERRUPTED POWER SUPPLIES USING CIP 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 Purchasing Department went out for bid 25B-2383 Uninterrupted Power Supplies (UPS) in January to secure the necessary IT equipment to replace their Uninterrupted Power Supplies (UPS) in one of their data centers and in many IT closets, as many of the current devices are past end of life; and,

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

TRUE TECHNOLOGY, LLC
3100 INTERSTATE N. CIRCLE STE. 100
ATLANTA, GEORGIA 30339

(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 \$66,584, on behalf of the County of Winnebago, with TRUE TECHNOLOGY, LLC, 3100 INTERSTATE N. CIRCLE STE. 100, ATLANTA, GEORGIA 30339.

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

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

ATTESTED BY:

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



WINNEBAGO COUNTY

ILLINOIS

BID TAB

24B-2383 UNINTERRUPTED POWER SUPPLIES (UPS)

BID OPENING - FEBRUARY 12, 2025 @ 11:00 AM

VENDOR NAME		True Technology LLC		IT Savvy		Clear Connect		Mountain Pacific Contracting & Consulting		Entre Computer Solutions		Ore Power LLC		Wilson Electric Company		CDW-G		Heartland Business Systems	
DESCRIPTIONS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
IDFs (1500 VA Lithium Rackmount)	82	\$720.00	\$59,040.00	\$1,499.00	\$122,918.00	\$1,748.96	\$143,414.80	\$2,406.64	\$197,344.48	\$1,577.32	\$129,340.24	\$1,669.00	\$136,858.00	\$1,909.96	\$156,617.00	\$1,655.95	\$135,787.90	\$1,388.54	\$113,860.28
Eaton 2-Post Rackmount Kit	82	\$92.00	\$7,544.00	\$78.50	\$6,437.00	\$92.26	\$7,565.66	\$106.51	\$8,733.82	\$84.08	\$6,894.56	Included	Included	\$100.97	\$8,280.00	\$86.33	\$7,079.06	Included	Included
TOTAL		\$66,584		\$129,355		\$150,980		\$206,078		\$136,235		\$136,858		\$164,897		\$142,867		\$113,860	



Resolution Executive Summary

Committee Date: Thursday, March 6, 2025

Committee: Operations & Administrative

Prepared By: Carlos Molina

Document Title: Resolution Granting a Temporary Construction Easement from Property at 650 W. State Street in the City of Rockford to the State of Illinois Department of Transportation for Road Construction Purposes

Board Meeting Date: Thursday, March 13, 2025

Budget Information:

Budgeted? N/A	Amount Budgeted? N/A
If not, originally budgeted, explain the funding source? State of IL acquiring Right-Of-Way	
If ARPA or CIP funded, original Board approved amount? N/A	
Over or Under approved amount? N/A	By: \$
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: Budget Impact? N/A	Descriptor:

Background Information:

The State of Illinois and the City of Rockford are requesting a temporary construction easement from Winnebago County on the back of property at 650 W State St (Justice Center), for road improvements along Chestnut Street (E bound US Bus 20). They are specifically requesting a total of 1,176 square feet at the two entrances for grading, shaping, reconstruction and working space. This will not affect the parking lot operations and no parking spaces will be lost. The City has tendered an offer of \$1,000 for the two tracks included in this temporary construction easement. The easement will terminate 3 years after execution of this document or after completion of the proposed project, whichever is sooner.

Recommendation:

Administration supports intergovernmental relationships that support public interest, which this does both.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

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

Board Office

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

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

2025 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**RESOLUTION GRANTING A TEMPORARY CONSTRUCTION EASEMENT
FROM PROPERTY AT 650 W STATE ST IN THE CITY OF ROCKFORD
TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR ROAD CONSTRUCTION PURPOSES**

WHEREAS, the County of Winnebago, Illinois (County) is the fee simple owner of property located at 650 W State Street, PIN No's 11-22-433-015 and 11-22-433-016; and

WHEREAS, the City of Rockford, Illinois (City) and the State of Illinois Department of Transportation (State) desire to acquire a temporary construction easement described as Parcel No. 20324005TE, tracks 1 and 2, on the attached survey, Exhibit A (0.027 acres or 1,176 square feet more or less), for road improvements along Chestnut Street (E. Bound US Bus 20) under Section No. 22-00663-00-BT (Contract N. 85750); and

WHEREAS, the City has offered the sum of one thousand dollars (\$1,000.00) for said temporary construction easement which is needed for the purpose of entrance reconstruction, grading, shaping and working room during road construction and will not affect the parking lot operations; and

WHEREAS, the Operations and Administrative Committee of the County Board of the County of Winnebago, Illinois, having conferred with the County Administration, has determined that it is in the best interests of the County to grant to the State and the City said temporary construction easement.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, a temporary construction easement, Parcel No. 20324005TE, tracks 1 and 2 on the attached **Exhibit A**, specifically located along Chestnut Street (E. Bound US Bus 20) on property owned by the County at 650 W. State Street, PIN No's 11-22-433-015 and 11-22-433-016 in the City of Rockford, be granted to the City and the State for road construction purposes.

BE IT FURTHER RESOLVED, that the Winnebago County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, Illinois to execute all the

documents necessary and approved by the Winnebago County State's Attorney's Office to effectuate the granting of said temporary construction easement, as shown on **Exhibit A**.

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

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

Agree

Disagree

Keith McDonald, Chairman

Keith McDonald, Chairman

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 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

Owner County of Winnebago, Illinois
Address 650 W. State Street
Rockford, Illinois 61104
Route FAP 303 & 517 (EB US Bus 20)
County Winnebago
Job No. R-92-003-24
Parcel No. 20324005TE
P.I.N. No. 11-22-433-015, 11-22-433-016
Section 22-00663-00-BT
Project No. KAZD(909)
Station 84+50
Station 84+90
Contract No. 85750

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

County of Winnebago, Illinois, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Joseph V. Chiarelli, its Board Chairman, for and in consideration of One Thousand and 00/100 Dollars (\$1,000.00), receipt of which is hereby acknowledged, and pursuant to the provisions of 55 ILCS 5/5-1005.2 hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a temporary construction easement for the purpose of entrance reconstruction, grading, shaping, and working room and other highway purposes, on, over, and through the following described real estate:

Tract One

That part of Lot 1 in the Final Plat of Winnebago County Justice Center being a re-plat of Blocks 41, 44, 45 and part of Block 40 of the Original Town of Rockford West of the Rock River, Lot 8, 9 and part of Lot 7 of the Subdivision of the East part of Outlots 2 and 3 of Rockford West of the Rock River, Block 53 of Morgan and Horsman's Addition, Lots 1 and 2 and part of Lots 3 and 4 of the Subdivision of part of Outlots 3 and 4 of the City of Rockford West of the River, Part of Lots 1-8 of County Clerk's Subdivision of the Part South of Elm Street of Lot 1 of Platt's Subdivision and Lots 1-5, part of Lots 6-14 and part of Lot 20 of the Assessor's Subdivision of part of the Northeast Quarter and Southeast Quarter of Section 22, Township 44 North, Range 1 East of the Third Principal Meridian, situated in the City of Rockford, County of Winnebago, State of Illinois, the plat of which was recorded on August 20, 2009 in Book 49 of Plats on Page 15A in the Recorder's Office of Winnebago County, Illinois, with bearings and grid distances referenced to the Illinois State Plane Coordinate System, West Zone NAD 83 (2011 ADJ), with a combined factor of 1.00000855, described as follows:

Commencing at the westerly northwest corner of said Lot 1 being a point on the easterly line of Chestnut Street (FAP Route 303 (US 20)); thence South 08 degrees 29 minutes 57 seconds East on said easterly line, 182.60 feet to the Point of Beginning.

From said Point of Beginning; thence North 81 degrees 30 minutes 03 seconds East, 5.00 feet; thence South 39 degrees 27 minutes 46 seconds East, 29.15 feet; thence South 44 degrees 37 minutes 52 seconds West, 25.00 feet to the easterly line of Chestnut Street; thence North 08

degrees 29 minutes 57 seconds West on said easterly line, 40.00 feet to the Point of Beginning, containing 0.011 acre, more or less (area based on ground distances).

Tract Two

That part of Lot 1 in the Final Plat of Winnebago County Justice Center being a re-plat of Blocks 41, 44, 45 and part of Block 40 of the Original Town of Rockford West of the Rock River, Lot 8, 9 and part of Lot 7 of the Subdivision of the East part of Outlots 2 and 3 of Rockford West of the Rock River, Block 53 of Morgan and Horsman's Addition, Lots 1 and 2 and part of Lots 3 and 4 of the Subdivision of part of Outlots 3 and 4 of the City of Rockford West of the River, Part of Lots 1-8 of County Clerk's Subdivision of the Part South of Elm Street of Lot 1 of Platt's Subdivision and Lots 1-5, part of Lots 6-14 and part of Lot 20 of the Assessor's Subdivision of part of the Northeast Quarter and Southeast Quarter of Section 22, Township 44 North, Range 1 East of the Third Principal Meridian, situated in the City of Rockford, County of Winnebago, State of Illinois, the plat of which was recorded on August 20, 2009 in Book 49 of Plats on Page 15A in the Recorder's Office of Winnebago County, Illinois, with bearings and grid distances referenced to the Illinois State Plane Coordinate System, West Zone NAD 83 (2011 ADJ), with a combined factor of 1.00000855, described as follows:

Commencing at the southerly southeast corner of said Lot 1 being a point on the northerly line of Chestnut Street (FAP Route 303 (US 20)); thence North 62 degrees 04 minutes 28 seconds West on said northerly line, 173.46 feet to the Point of Beginning.

From said Point of Beginning; thence continuing North 62 degrees 04 minutes 28 seconds West on said northerly line, 55.00 feet; thence North 28 degrees 00 minutes 50 seconds East, 12.78 feet; thence South 61 degrees 59 minutes 10 seconds East, 55.00 feet; thence South 28 degrees 00 minutes 50 seconds West, 12.70 feet to the Point of Beginning, containing 0.016 acre, more or less (area based on ground distances).

That part of Lot 1 in Block 16 as designated upon the map of that part of the Town (now City) of Rockford on the West Side of Rock River the plat of which is recorded in Book E of Deeds on Page 225, with bearings and grid distances referenced to the Illinois State Plane Coordinate System, West Zone NAD 83 (2011 ADJ), with a combined factor of 1.00000855, described as follows:

Commencing at the northeast corner of said Lot 1; thence South 61 degrees 59 minutes 10 seconds East, 34.71 feet on the northeasterly line of said Lot 1, a distance of 34.71 feet to the Point of Beginning.

From the Point of Beginning; thence continuing South 61 degrees 59 minutes 10 seconds east on said northeasterly line, 82.50 feet; thence South 28 degrees 00 minutes 50 seconds West, 5.00 feet; thence North 61 degrees 59 minutes 10 seconds West, 95.00 feet; thence South 83 degrees 47 minutes 15 seconds East, 13.46 feet to the Point of Beginning, containing 444 square feet, more or less (area based on ground distances).

situated in the County of Winnebago, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate three years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises in the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 20__.

Attest:

By: _____
Signature

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

Print Name and Title

County of Winnebago, an Illinois Body
Politc

Name of Governmental Entity

By: _____
Signature

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

Print Name and Title

State of Illinois)
County of Winnebago) ss
)

This instrument was acknowledged before me on _____, 20__, by
Joseph V. Chiarelli, Chairman of the County Board of the County of Winnebago, Illinois and Lori Gummow, Clerk of the County Board of
the County of Winnebago, Illinois
of _____
County of Winnebago, an Illinois Body Politic .

(SEAL)

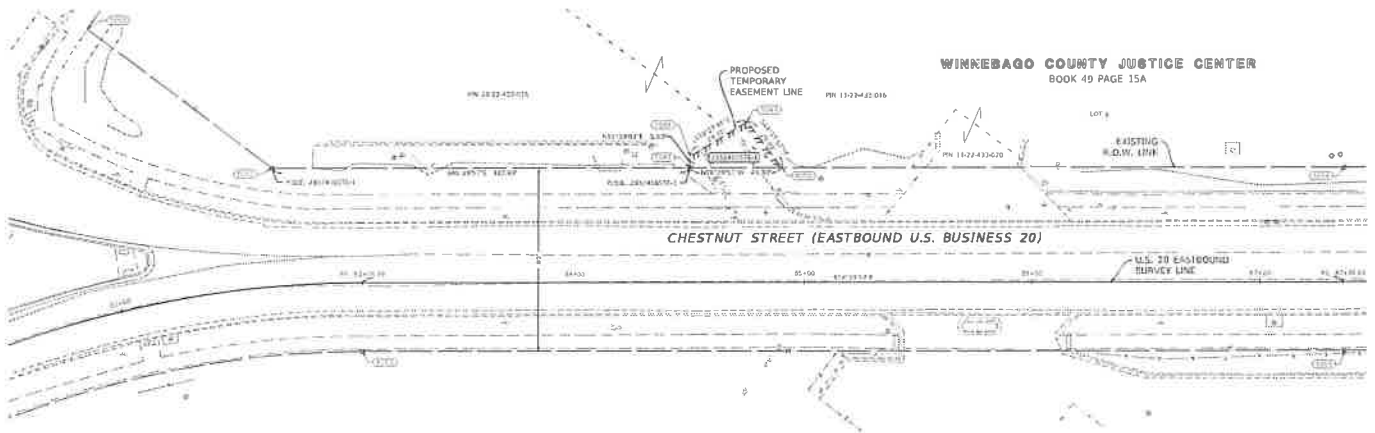
Notary Public

My Commission Expires: _____

This instrument was prepared by and after
recording return to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition
819 Depot Avenue
Dixon, Illinois 61021

WINNEBAGO COUNTY JUSTICE CENTER BOOK 49 PAGE 15A



POINT NO.	NORTHING	EASTING	BEARING	DISTANCE	REMARKS
1047	114429.13	121733.27	89°15'00"	100.00	PROPOSED EASEMENT
1048	114429.13	121733.27	89°15'00"	100.00	PROPOSED EASEMENT
1049	114429.13	121733.27	89°15'00"	100.00	PROPOSED EASEMENT
1050	114429.13	121733.27	89°15'00"	100.00	PROPOSED EASEMENT
1051	114429.13	121733.27	89°15'00"	100.00	PROPOSED EASEMENT
1052	114429.13	121733.27	89°15'00"	100.00	PROPOSED EASEMENT
1053	114429.13	121733.27	89°15'00"	100.00	PROPOSED EASEMENT
1054	114429.13	121733.27	89°15'00"	100.00	PROPOSED EASEMENT
1055	114429.13	121733.27	89°15'00"	100.00	PROPOSED EASEMENT

PARCEL NO.	OWNER	TOTAL HOLDING	AREA REMAINING						AREA REMOVED		EASEMENT PURPOSE
			TOTAL AREA		AREA IN EXISTING LOT		NET AREA REMAINING		AREA REMOVED		
			ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	
1024005	COUNTY OF WINNEBAGO, ILLINOIS AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION	10.00									RIGHT-OF-WAY



STATE OF ILLINOIS
COUNTY OF WINNEBAGO
SURVEYOR'S STATEMENT
I, JOHN S. BOLNE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, STATE THAT I HAVE SURVEYED
THE FOREGOING PARCELS TO BE ACCORDING TO THE STATE OF ILLINOIS DEPARTMENT OF
TRANSPORTATION, SO SHOWN HEREON. THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF
SAID SURVEY PURSUANT TO THE ILLINOIS PLAT ACT, SECTION 10.1(a) AND SECTION 10.1(b) THEREOF
AND THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS SURVEYING STANDARDS
FOR A SURVEYOR'S MAP.
WITNESS MY HAND AND SEAL
JOHN S. BOLNE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3116
MY LICENSE EXPIRES: 30 November 2024

SEE LEGENDS, TOPOGRAPHIC STATEMENT, SURVEYOR'S NOTES AND
MAPS OF COORDINATES & BEARINGS STATEMENT ON SHEET 2

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION				PLAT OF HIGHWAYS				SURVEY INFORMATION			
DATE: 11/15/2024	BY: J. BOLNE	PROJECT: 11-11-2024	REVISION: 1	DATE: 11/15/2024	BY: J. BOLNE	PROJECT: 11-11-2024	REVISION: 1	DATE: 11/15/2024	BY: J. BOLNE	PROJECT: 11-11-2024	REVISION: 1



Receipt of Conveyance Documents and Disbursement Statement

Owner County of Winnebago, Illinois
Job No. R-92-003-24
Parcel No. 20324005

The People of the State of Illinois, Department of Transportation (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- ☐ Warranty Deed covering _____ acres
☐ Permanent Easement covering _____ acres
☒ Temporary Construction Easement covering 0.027 acres

all located in Winnebago County, Illinois as a temporary construction easement for FAP Route 303 & 517 (EB US BUS 20), Section 22-00663-00-BT dated _____, 2025, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of One Thousand and 00/100 Dollars (\$1,000.00) to Grantor as total consideration for the deed, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the State of Illinois, unless provided as follows:
3. Possession and transfer of title to IDOT occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
County of Winnebago, Illinois			\$1,000.00
			\$
			\$

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, “Transferee” shall mean “Grantee” and “Transferor” shall mean “Grantor”. To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor’s U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Initial

6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.

7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: _____, 2025

Grantor:

Signature

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

Print Name (and Title, if applicable)

Signature

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

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

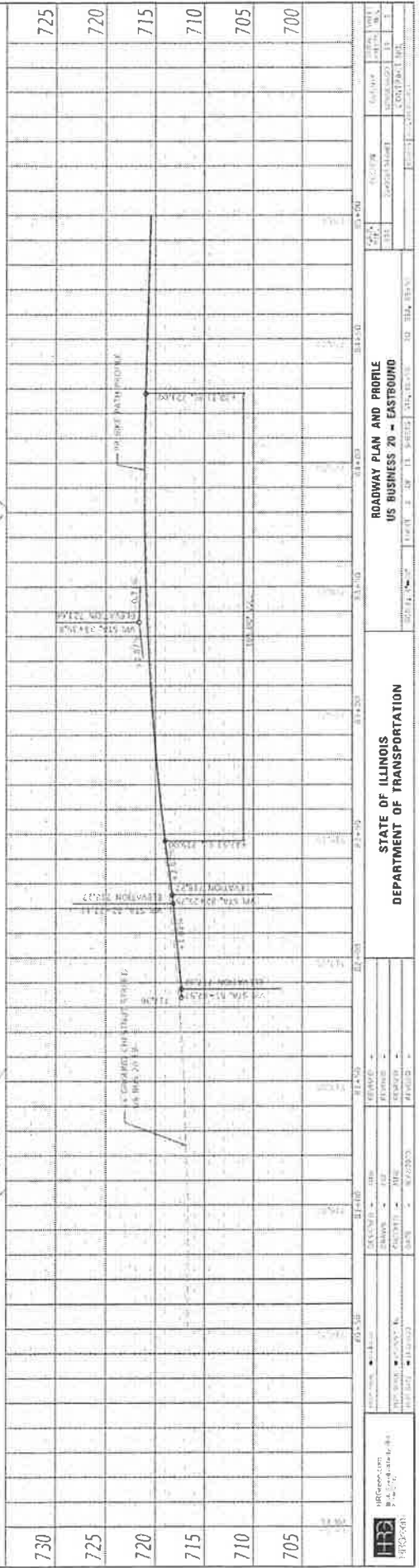
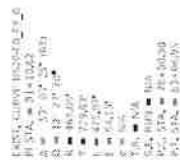
Print Name (and Title, if applicable)

Date: _____, 2025

Grantee:

The People of the State of Illinois, Department of Transportation

for State of Illinois, Department of Transportation



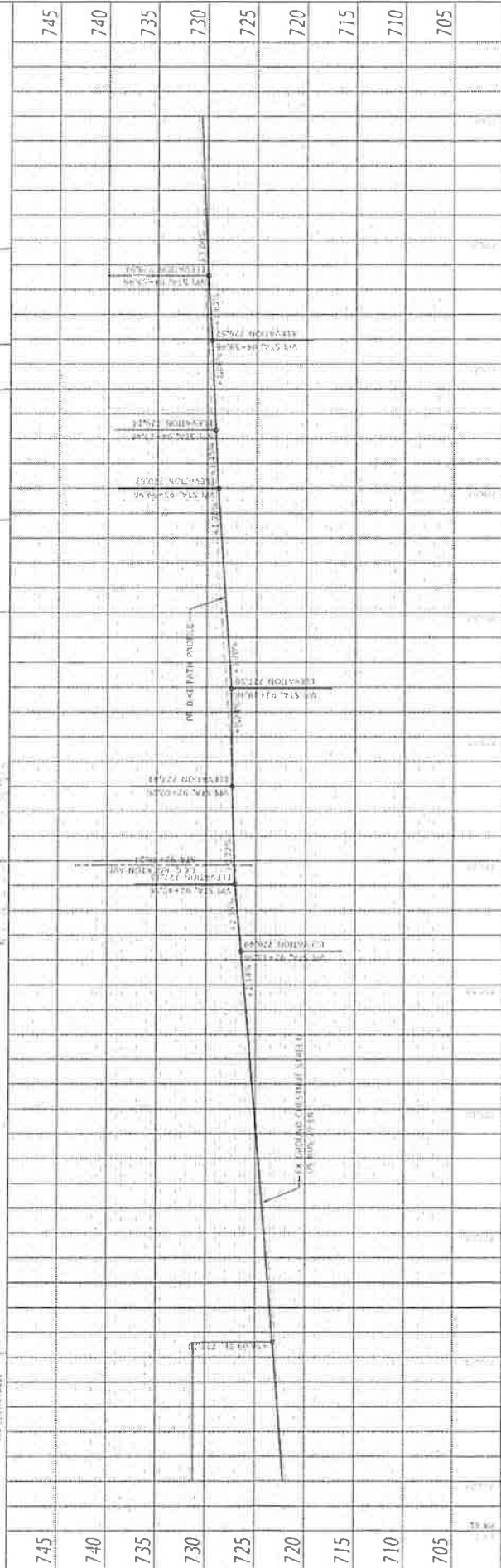
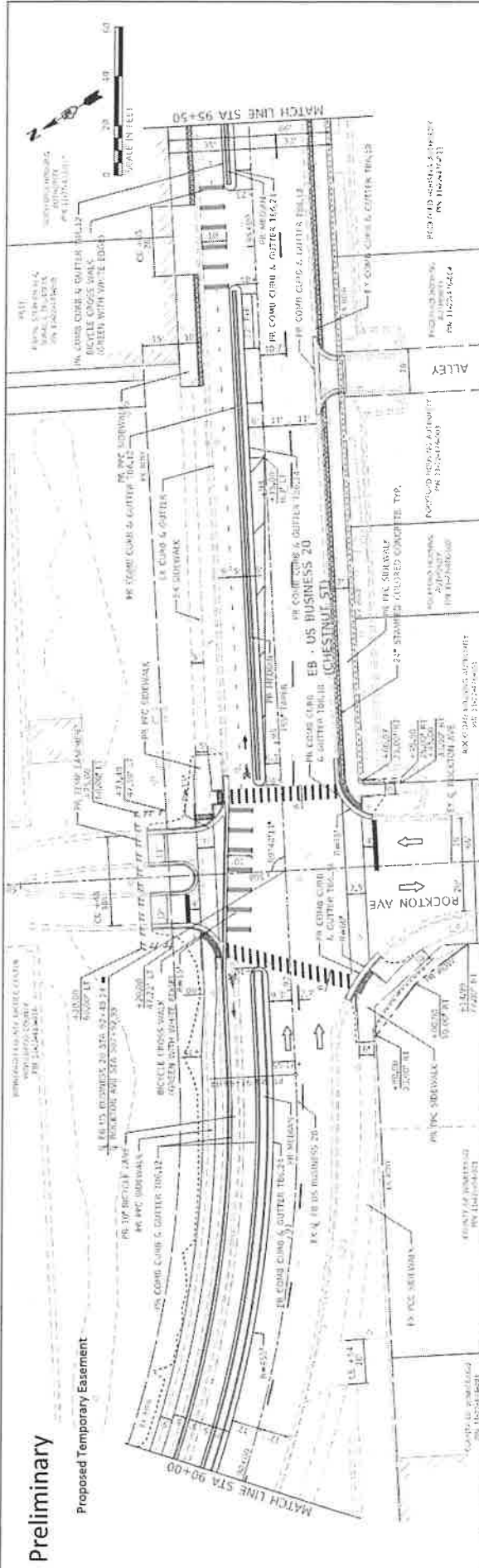
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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1433

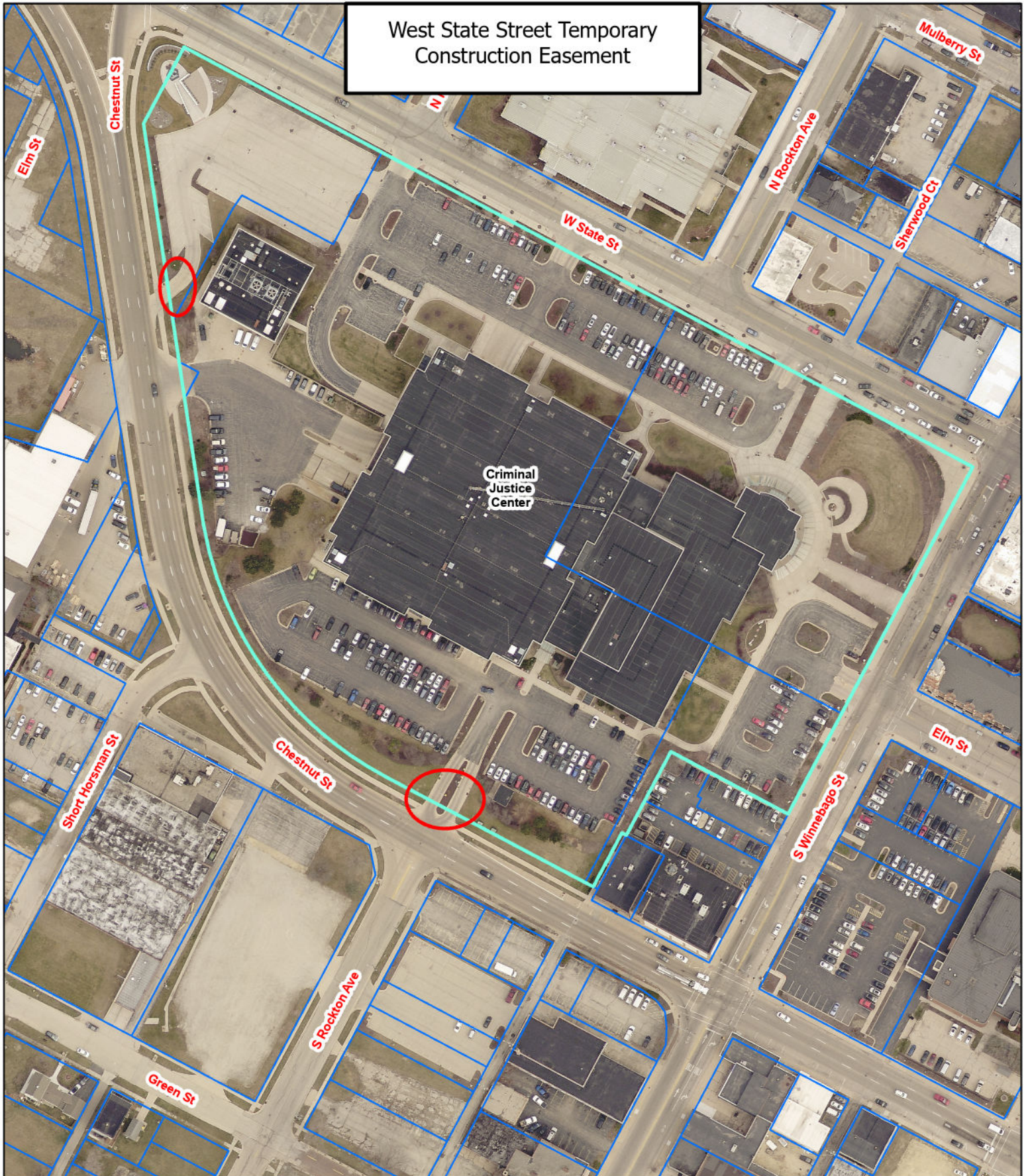
Preliminary

Proposed Temporary Easement



STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION				ROADWAY PLAN AND PROFILE US BUSINESS 20 - EASTBOUND			
PROJECT NO.	11-0000	DATE	11/11/11	DESIGNED BY	11-0000	DATE	11/11/11
CHECKED BY	11-0000	DATE	11/11/11	DESIGNED BY	11-0000	DATE	11/11/11
APPROVED BY	11-0000	DATE	11/11/11	DESIGNED BY	11-0000	DATE	11/11/11

West State Street Temporary
Construction Easement



- Tax Parcels
- Property In Question

1 inch equals 150 feet

Map Created: 2/27/2025



UNFINISHED BUSINESS

Appointments

FINANCE COMMITTEE



Ordinance Executive Summary

Prepared By: Health Department Finance

Committee: Finance

Committee Date: February 20, 2025

Resolution Title: Ordinance for Approval of Budget Amendment for Various Health Department Grant Awards

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: February 27, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Department of Justice Grant	
ORG/OBJ/Project Code: 60300 State's Attorney Grants / various / 02121 EIP Grant	
FY2025 Budget Impact: \$186,422 for Year 1 of award	

Background Information: The County Health Department has been awarded six grant awards that are aligned with their community health priorities. These awards help the financial sustainability of the agency and require an increase of the expenditure budget to perform the deliverables under these programs. Expenditures are offset by related revenues.

Recommendation: Finance Department recommends approval

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Adjust Munis line Items

2025 Fiscal Year

Finance: February 20, 2025

Lay Over: February 27, 2025

Sponsored by:

Final Vote: March 13, 2025

John Butitta, Finance Committee Chairman

2025 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

Ordinance for Approval of Budget Amendment for Various Health Department Grant Awards

WHEREAS, the Winnebago County Health Department has been awarded six grant awards that are aligned with their community health priorities that help the financial sustainability of the agency; and

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-009 Health Department Grant Awards**.

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 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



Winnebago County Health Department budget Amendment Detail Fiscal Year 2025

Teaching Coping Problem Solving Skills for Youth - 2025 - a suicide prevention program

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		1/21/2025		AMENDMENT NO: #1			
DEPARTMENT:		Health Department		SUBMITTED BY: James Keeler			
FUND#: 60100/0301				DEPT. BUDGET NO.		301	
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
60100/1100	41110	Wages	\$ 7,423,019.00		\$7,423,019	\$438,999	\$7,862,018
60100/1100	41241	FICA	\$ 335,595.00		\$335,595	\$33,561	\$369,156
60100/1100	41231	IMRF	\$ 80,500.00		\$80,500	\$9,191	\$89,691
60100/1100	48211	Health Insurance	\$ 1,241,632.00		\$1,241,632	\$78,086	\$1,319,718
60100/1100	42110	Supplies	\$ 18,000.00		\$18,000	\$42,690	\$60,690
60100/1100	43310	Travel	\$ 66,000.00		\$66,000	\$13,417	\$79,417
60100/1100	42260	Medical Supplies	\$ 160,000.00		\$160,000	\$32,717	\$192,717
60100/1100	43212	Telephone	\$ 34,000.00		\$34,000	\$259	\$34,259
60100/1100	43190	Contractual Services	\$ 1,249,924.00		\$1,249,924	\$175,583	\$1,425,507
60100/1100	43943	Training & Education	\$ 24,000.00		\$24,000	\$37,575	\$61,575
60100/1100	49110	Occupancy(Transfer 555)	\$ 320,000.00		\$320,000	\$6,611	\$326,611
60100/1100	32110	Federal Operating Grant	\$ (5,827,178.00)		(\$5,827,178)	(\$678,261)	(\$6,505,439)
60100/1100	32120	State Operating Grant	\$ (926,906.00)		(\$926,906)	(\$157,013)	(\$1,083,919)
60100/1100	32130	Local Operating Grant	\$ (373,568.00)		(\$373,568)	(\$100,000)	(\$473,568)
					\$0		\$0
						\$ (66,585)	\$ 3,758,433
					Original Budget	Budget Amendments to Date Including Above Proposed Amendment	Proposed Revised Budget

Fund:

Reason budget amendment is required:	
The Winnebago County Health Department has applied and been awarded six different grant awards that are aligned with our community health priorities. These awards help the financial sustainability of the agency and require an increase of expenditures to perform the deliverables under these grant programs.	
Potential alternatives to budget amendment:	
None	
Impact to fiscal year 2025 budget: Revnue Expense:	
Increase of revenues of \$9535,273 and and increase of expenditures of \$868,689 resulting in a decrease of expenditures over revenues of \$66,584 reducing our budgeted loss from \$694,524 to a loss of \$627,940.00	
Revenue Source:	IDPH Illinois Department of Public Health, HUD, Winnebago County Opioid Settlement funds

Director of Finance: _____

Date: _____

Public Health Administrator: _____

Date: _____

Board of Health: _____

Date: _____

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: March 13, 2025

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register/Vol. 90, No. 36/Tuesday, February 25, 2025/Notices
 - b. Byron Station-Commercial Grade Dedication Report 05000454/2025010 and 05000455/2025010
2. County Clerk Gummow received from Charter Communications Quarterly Franchise Fee Payment for the following
 - a. Harlem, IL, Township of (Winnebago Co)
 - b. Town of Rockton, IL
 - c. Town of Roscoe, IL

Adjournment