



# WINNEBAGO COUNTY

— ILLINOIS —

**2<sup>nd</sup> REVISED**

## AGENDA

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

**Thursday, March 27, 2025**

**6:00 p.m.**

1. **Call to Order** ..... Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member Ray Thompson
3. **Agenda Announcements**..... Chairman Joseph Chiarelli
4. **Roll Call**.....Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
  - A. Awards – None
  - B. Presentations – None
  - C. Public Hearings – None
  - D. Public Participation – Pamela J. Clark Reidenbach, Support of Winnebago County Mental Health Board Member, Pro  
**F.S. Tate, Raffle limitations, Con**
6. **Approval of Minutes**..... Chairman Joseph Chiarelli
  - A. Approval of February 27, 2025 minutes
  - B. Layover of March 13, 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. Ordinance for Approval of Budget Amendment for Health Department Grant Award to be Laid Over
  3. Ordinance for Approval of Budget Amendment for Various Health Department Grant Awards to be Laid Over
  4. Ordinance for Approval of Budget Amendment for Court Technology and Accessibility Grants to be Laid Over
  5. Ordinance for Approval of Budget Amendment for Purchase of Ford F-250 for Facilities Department to be Laid Over
  6. Resolution Adopting Fiscal Year 2026 Budget Policy
- B. Zoning Committee ..... **Jim Webster, Committee Chairman**  
Planning and/or Zoning Requests:
1. Z-05-24 A map amendment to rezone 10+- acres from the AG, Agricultural Priority District to the A2, Agriculture-Related Business District for the property that is commonly known as 16562 W. Campbell Road, Pecatonica, IL 61063 in Durand Township, District 1.
  2. Z-02-25 A map amendment to rezone 0.64 +- acres from the RR, Rural Residential District (a sub-district of the RA District) to the RA, Rural Agricultural Residential District (a sub-district of the RA District) for the property that is commonly known as 8232 Pueblo Drive, Rockford, IL 61103 in Owen Township, District 5, to be laid over.
  3. Z-03-25 A map amendment to rezone 1.71 +- acres from the AG, Agricultural Priority District to the RR, Rural Residential District (a sub-district of the RA District) for the property that is commonly known as 1710 Centerville Road, Rockford, IL 61102 in Rockford township, District 1, to be laid over.
  4. Ordinance Granting Site Approval for a 4 MW Commercial Solar Energy Facility (aka a Solar Farm) on a 40.64 +- Acre Site commonly known as 5151 Auburn Street (PINS: 11-17-203-001 & 11-17-203-002 and Part of PIN: 11-17-276-004), Rockford, IL 61101, in Rockford Township, District 5, to be laid over.
  5. Committee Report
- C. Economic Development Committee ..... **John Sweeney, Committee Chairman**  
1. Committee Report
- D. Operations and Administrative Committee ..... **Keith McDonald, Committee Chairman**
1. Committee Report
  2. Resolution Awarding Purchase of Replacement Range Wall for Sheriff's Office Using CIP-PSST 2025 Funds  
Cost: \$105,595
  3. Resolution Awarding Purchase of Palo Alto Firewall Using CIP 2025 Funds  
Cost: \$494,980
  4. An Ordinance Amending Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance) to be Laid Over
  5. Resolution Amending the County Administrator Employment Agreement Between the County of Winnebago, Illinois and Patrick J. Thompson

- E. Public Works Committee..... **Dave Tassoni, Committee Chairman**
1. Committee Report
  2. (25-013) Resolution Authorizing an Engineering Agreement with Willett Hofmann & Associates, Inc. to Provide Structural and Hydraulic Engineering Services for Roscoe Road Improvements and for Appropriating MFT Funds (Section 23-00719-00-SP)  
Cost: \$73,360.00 C.B. District: 3
  3. (25-014) Resolution Authorizing an Intergovernmental Cooperation Agreement Between the County of Winnebago and the City of Rockford, Illinois for Reconstruction of the Perryville Multi-Use Path Between Sentinel Road and Rote Road (Section 25-00739-00-BT)  
Cost: \$18,200 C.B. District: 8
  4. (25-015) Resolution Authorizing the Award of Bid for Elmwood Road Widening and Resurfacing and for the Appropriation of RBI Funds (Section: 23-00722-00-RS)  
Cost: \$1,458,061.55 C.B. District: 5
  5. (25-016) Resolution Authorizing the Award of Bid for Latham Road Box Culvert Replacement (Section: 23-00723-00-BR)  
Cost: \$ 348,778.93 C.B. District: 1, 5
  6. (25-017) Resolution to Adopt the 5-year Road and Bridge Capital Improvement Program (CIP) for the Highway Department  
Cost: First year projects in FY 2025 budget C.B. District: County Wide
  7. (25-018) Resolution Authorizing the Execution of a Development Agreement between the County of Winnebago and White Oak Trust for Improvements to Old River Road. (Section: 25-00740-00-WR)  
Cost: \$110,000 County C.B. District: 1,3  
\$ 140,000 Developer
  8. (25-019) Resolution Authorizing the Conveyance of a Parcel of Right-of-Way Located on Perryville Road North of Crimson Ridge Drive in the City of Rockford  
Cost: \$ N/A C.B. District: 8
  9. (25-020) Resolution Authorizing the Award of Bid for Kishwaukee Road Improvements (Section: 24-00731-00-WR)  
Cost: \$ 356,769.36 County C.B. District: 9  
\$100,000 Airport
  10. (25-021) Resolution Authorizing the Award of Bid for S Mulford Rd and Linden Road Resurfacing (Cherry Valley Twp, Village of Cherry Valley & Winnebago County (Section: 25-02000-00-GM)  
Cost: \$18,000 County C.B. District: 9, 11  
\$558,304.61 Cherry Valley Township & Village
  11. (25-022) Resolution to Request Permission from IDOT for Intermittent Closure of Some State Highways for the Ironman 70.3 Rockford Event  
Cost: \$ N/A C.B. District: 1, 2, 5, 14 & 18
- F. Public Safety and Judiciary Committee.....**Brad Lindmark, Committee Chairman**
1. Committee Report
  2. Resolution Authorizing the Chairman of the Winnebago County Board to Execute an Intergovernmental Cooperation Agreement for Animal Control with the Village of Machesney Park

- 3. Resolution Awarding Inmate and Detainee Healthcare Services for Winnebago County Jail and Juvenile Detention Center
- 4. Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail

- G. Legislative and Lobbying Committee.....**Jaime Salgado, Committee Chairman**
  - 1. Committee Report

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

**Appointments read in on February 27, 2025**

- A. North Park Public Water District, Annual Compensation: Not to exceed \$1,200 per year
  - 1. Don Shoevlin (New Appointment), Roscoe, Illinois, to serve a 5-year term (James Hall retiring 4/23/25) expiring May 2030
- B. Veteran’s Assistance Commission, Annual Compensation: None
  - 1. Keith McDonald (New Appointment), Machesney Park, Illinois

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

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

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

**Next Meeting: Thursday, April 10, 2025**



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

# **Approval of Minutes**

**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  
ar



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

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, March 13, 2025 at 6:00 p.m.

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

Chairman Chiarelli recognized the passing of Sheriff Richard Meyers with a moment of silence.

3. Agenda Announcements: None

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

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

Board Member Penney joined at 6: 02 p.m.

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

5. Awards - Sheriff Caruana presented Officers Carlos Arellano, Mark Nelson, Nickolas Hitterman and Haley Ciaccio with awards.

Presentations- Trustee Program update with Eric Setter and Michael Dunn Jr. from Region 1 Planning. Discussion by Board Members Arena, Penney, Fellars, and Hanserd.

Public Hearings - None

Public Participation - Nancy Edwardsen, Winnebago County Animal Services, Con

**APPROVAL OF MINUTES**

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member M. Thompson made a motion to approve County Board Minutes of February 13, 2025 and layover County Board Minutes of February 27, 2025, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

## **CONSENT AGENDA**

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for March 13, 2025. Board Member Booker made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

Board Member Fellars made a motion to take a ten-minute recess, seconded by Board Member Scrol. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.) Chairman Chiarelli entertained a motion to return to open session. Board Member Valdez made a motion to reconvene, seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

## **APPOINTMENTS**

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

## **REPORTS FROM STANDING COMMITTEES**

### **FINANCE COMMITTEE**

9. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Cesar Chavez versus Winnebago County, seconded by Board Member Booker. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

### **ZONING COMMITTEE**

10. No Report.

### **ECONOMIC DEVELOPMENT COMMITTEE**

11. Board Member Sweeney made a motion to approve a Resolution Electing to Opt-In to the Illinois Electronics Recycling Program for Program Year 2026, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
12. Board Member Sweeney made a motion to approve a 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, seconded by Board Member Valdez. Discussion by Board Member Sweeney. Board Member Sweeney made a motion to amend the Resolution, seconded by Board Member McCarthy. Discussion by Gretchen Gilmore of the BMO and Board Member Fellars, Sweeney, and Webster. Board Member Webster made a motion to send the Resolution

back to Committee. Board Member Sweeney called for a point of order. Board Member Sweeney called the question on his motion to amend. Motion to approve the amendment was approved by a roll call vote of 11 yes and 8 no votes. (Board Members Booker, Butitta, Fellars, Salgado, Tassoni, M. Thompson, Valdez, and Webster voted no.) (Board Member McDonald was absent.) Board Member Sweeney made a motion to approve the amended Resolution, seconded by Board Member McCarthy. Board Member Webster made a motion to send the Resolution back to Committee, seconded by Board Member M. Thompson. Discussion by Chairman Chiarelli, Chief of the Civil Bureau Vaughn, and Board Members Valdez, Arena, Fellars, M. Thompson, Goral, Webster, Butitta, Booker, Penney, and Sweeney. Board Member Scrol made a motion to call the question, seconded by Board Member Salgado. Motion to call the question was approved by a unanimous vote of all members present. (Board Member McDonald was absent.) Motion to send back to Committee failed by a roll call vote of 10 no and 9 yes votes. (Board Members Fellars, Hanserd, Hoffman, McCarthy, Nabors, Penney, Salgado, Scrol, Sweeney, and Valdez voted no.) (Board Member McDonald was absent.) Discussion by Chief of the Civil Bureau Vaughn and Board Members Sweeney, and Arena. Board Member Arena made a motion to amend the Resolution, seconded by Board Member Butitta. Further discussion by Gretchen Gilmore of the BMO and Board Members Arena, Sweeney, Arena, and Valdez. Motion to amend failed by a roll call vote of 10 no and 9 yes votes. (Board Members Fellars, Hanserd, Hoffman, McCarthy, Nabors, Penney, Salgado, Scrol, Sweeney, and Valdez voted no.) (Board Member McDonald was absent.) Discussion by Chief of the Civil Bureau Vaughn. Board Member Butitta made a motion to amend, seconded by Board Member Tassoni. Discussion by Chief of the Civil Bureau Vaughn and Board Members Butitta, Fellars, Valdez, Arena, Scrol, Sweeney, Goral, Penney, and McCarthy. Motion to amend failed by a roll call vote of 10 no and 9 yes votes. (Board Members Fellars, Hanserd, Hoffman, McCarthy, Nabors, Penney, Salgado, Scrol, Sweeney, and Valdez voted no.) (Board Member McDonald was absent.) Board Member Sweeney made a motion to approve the amended Resolution, seconded by Board Member Fellars. Motion was approved by a roll call vote of 12 yes and 7 no votes. (Board Members Arena, Booker, Butitta, Lindmark, Tassoni, M. Thompson, and Webster voted no.) (Board Member McDonald was absent.)

### **OPERATIONS & ADMINISTRATIVE COMMITTEE**

13. Board Member Hanserd made a motion to approve a Resolution Awarding Countywide Camera Project Additional Hardware -Using CIP 2025 Funds, seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
14. Board member Hanserd made a motion to approve a Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement for information Technology Support Services with Rockford Housing Authority, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
15. Board Member Hanserd made a motion to approve a Resolution Awarding PC Obsolescence Project Using CIP 2025 Funds, seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
16. Board Member Hanserd made a motion to approve a Resolution Awarding Cybersecurity Managed Detection and Response Using CIP 2025 Funds, seconded by Board Member Valdez.

Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

17. Board Member Hanserd made a motion to approve a Resolution Awarding Uninterrupted Power Supplies Using CIP 2025 Funds, seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)
18. Board Member Hanserd made a motion to approve a 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, seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

### **PUBLIC WORKS COMMITTEE**

19. Board Member Tassoni announced a meeting scheduled for Tuesday, March 18, 2025.

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

20. Board Member Lindmark announced a meeting is scheduled for Wednesday, March 19, 2025/

### **LEGISLATIVE AND LOBBYING COMMITTEE**

21. No Report.

### **UNFINISHED BUSINESS**

22. **Appointment read in on February 13, 2025**

Board Member Butitta made a motion to approve the Appointment (as listed below), seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Member McDonald was absent.)

#### **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. Board Member Butitta made a motion to send back to Committee an Ordinance for Approval of Budget for Various Health Department Grant Awards Laid Over from February 27, 2025 Meeting, seconded by Board Member Arena. Discussion by County Administrator Thompson and Board Members Butitta, Salgado, and Goral. Motion to send back to Committee was approved by a roll call vote of 13 yes and 6 no votes. (Board Members Goral,

Hanserd, Hoffman, Nabors, Salgado, and Scrol voted no.) (Board Member McDonald was absent.)

### **NEW BUSINESS**

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

Board Member Salgado requested Board Member Sweeney, Chairman of the Economic Development Committee to review host fee policies and make changes as needed. Discussion by Board member Sweeney and Webster.

### **ANNOUNCEMENTS & COMMUNICATION**

24. 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. 36/Tuesday, February 25, 2025/Notices
- b. Byron Station-Commercial Grade Dedication Report 05000454/2025010 and 05000455/2025010

B. 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

County Clerk Gummow announced Monday, March 17<sup>th</sup> is the first day of early voting in Winnebago County for the April 1<sup>st</sup> consolidated election.

### **ADJOURNMENT**

25. Chairman Chiarelli entertained a motion to adjourn. County Board Member Fellars moved to adjourn the meeting, seconded by Board Member Hanserd. Motion was approved by a voice vote. (Board Member McDonald was absent.) The meeting was adjourned at 8:16 p.m.

Respectfully submitted,



Lori Gummow  
County Clerk  
ar

# **CONSENT AGENDA**

## RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by

**6 different organizations for 6 Raffles.**

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

The Following Have Requested a Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31275	1	BOYS & GIRLS CLUB OF ROCKFORD	5/30/2025-5/30/2025	\$1,500.00
31277	1	HOLY FAMILY KNIGHTS OF COLUMBUS	4/11/2025-4/11/2025	\$250.00
31278	1	ROCKFORD AREA MUSIC INDUSTRY INC	4/01/2025-6/01/2025	\$3,350.00

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

The Following Have Requested a Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31276	1	JUSTIN & JENN KOWALEWSKI	4/06/2025-4/06/2025	\$600.00
31273	1	BENEFIT FOR TODD LAIRD	5/17/2025-5/17/2025	\$4,999.00

The Following Have Requested a Class D,E,& F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31274	1	FLATLANDERS CHAPTER OF MUSKIES INC	4/09/2025-3/31/2026	\$500.00

This concludes my report,

Deputy Clerk KRYSTAL SOTO

LORI GUMMOW  
Winnebago County Clerk

Date 27-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	\$	485,148
101	PUBLIC SAFETY TAX	\$	363,553
103	DOCUMENT STORAGE FUND	\$	8,715
106	RECORDERS DOCUMENT FEE FUND	\$	8,299
107	COURT AUTOMATION FUND	\$	963
111	CHILDREN'S WAITING ROOM FUND	\$	8,607
114	911 OPERATIONS FUND	\$	169,126
115	PROBATION SERVICE FUND	\$	23,625
120	DEFERRED PROSECUTION PROGRAM	\$	8,333
123	STATE DRUG FORFEITURE ST ATTY	\$	183
126	LAW LIBRARY	\$	2,841
131	DETENTION HOME	\$	88,098
146	SPECIALTY COURTS FUND	\$	160
155	MEMORIAL HALL	\$	2,533
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	13,146
158	CHILD ADVOCACY PROJECT	\$	21,730
161	COUNTY HIGHWAY	\$	86,155
162	COUNTY BRIDGE FUND	\$	2,032
164	MOTOR FUEL TAX FUND	\$	85,316
165	TOWNSHIP HIGHWAY FUND	\$	14,247
168	TOWNSHIP BRIDGE	\$	6,589
181	VETERANS ASSISTANCE FUND	\$	10,432
185	HEALTH INSURANCE	\$	155,919
194	TORT JUDGMENT & LIABILITY	\$	19,310
196	MENTAL HEALTH TAX FUND	\$	50,318
218	BAXTER RD. TIF FUND	\$	135,837
301	HEALTH GRANTS	\$	59,810
302	SHERIFF'S DEPT GRANTS	\$	102,506
304	PROBATION GRANTS	\$	30,823
309	CIRCUIT COURT GRANT FUND	\$	191,653
310	CITY ELECTION FUND	\$	1,110,397
313	AMERICA RESCUE PLAN	\$	2,825,819
401	RIVER BLUFF NURSING HOME	\$	295,819
410	ANIMAL SERVICES	\$	23,675
420	555 N COURT OPERATIONS FUND	\$	3,110
430	WATER FUND	\$	11,035
501	INTERNAL SERVICES	\$	2,219
743	CAPITAL PROJECTS FUND	\$	59,000
	TOTAL THIS REPORT	\$	6,487,081



The adoption of this report is hereby recommended:

  
William Crowley, County Auditor

ADOPTED: This 27th 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**



# Ordinance Executive Summary

**Prepared By:** Health Department Finance

**Committee:** Finance

**Committee Date:** March 20, 2025

**Resolution Title:** Ordinance for Approval of Budget Amendment for Health Department Grant Award

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

**Board Meeting Date:** April 10, 2025

## Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: IDPH Birth Equity Innovation Seed Grant	
ORG/OBJ/Project Code: 60100 Health Department Grant / various	
FY2025 Budget Impact: \$260,870	

**Background Information:** The County Health Department has been a \$300,000 grant from IDPH Birth Equity Innovation Seed grant which is aligned with our community health priorities. This award assists with the financial sustainability of the agency. The Winnebago County Board of Health has approved this award.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** N/A

**Legal Review:** N/A

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

**2025 Fiscal Year**

Finance: March 20, 2025

Lay Over: March 27, 2025

Sponsored by:

**Final Vote: April 10, 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 Health Department Grant Award**

**WHEREAS**, the Winnebago County Health Department has been awarded a grant through IDPH Birth Equity Innovation Seed funding that is aligned with their community health priorities and has been approved by the Board of Health; 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 **#25-010 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

\_\_\_\_\_  
CRISTINA VALDEZ

\_\_\_\_\_  
CRISTINA 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

2025  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		2/12/2025		AMENDMENT NO: #2			
DEPARTMENT:		Health Department		SUBMITTED BY: James Keeler			
FUND#: 60100/0301				DEPT. BUDGET NO.		301	
Amendment #1				Amendment #2			
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	\$438,999	\$7,862,018	\$88,543	\$7,950,561
60100/1100	41241	FICA	\$ 335,595.00	\$33,561	\$369,156	\$6,774	\$375,930
60100/1100	41231	IMRF	\$ 80,500.00	\$9,191	\$89,691	\$2,214	\$91,905
60100/1100	48211	Health Insurance	\$ 1,241,632.00	\$78,086	\$1,319,718	\$9,819	\$1,329,537
60100/1100	42110	Supplies	\$ 18,000.00	\$42,690	\$60,690	\$16,327	\$77,017
60100/1100	43310	Travel	\$ 66,000.00	\$13,417	\$79,417	\$268	\$79,685
60100/1100	43190	Contractual Services	\$ 1,249,924.00	\$175,583	\$1,425,507	\$107,200	\$1,532,707
60100/1100	43943	Training & Education	\$ 24,000.00	\$37,575	\$61,575	\$29,725	\$91,300
60100/1100	32120	State Operating Grant	\$ (926,906.00)	(\$157,013)	(\$1,083,919)	(\$300,000)	(\$1,383,919)
					\$0		
						\$ (39,130)	
					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 a \$300,000 grant from IDPH for Birthe Equity Innovation Seed Grant aligned with our community health priorities. Thise award assists with the financial sustainability of the agency and requires an increase of expenditures (which will be reimbursed) to perform the deliverables under these grant	
Potential alternatives to budget amendment:	
None	
Impact to fiscal year 2025 budget: Revnue Expense:	
Increase of revenues of \$300,000 and and increase of expenditures of \$260,870 resulting in a decrease of expenditures over revenues of \$39, 130 reducing our budgeted loss from \$627,940 to a loss of \$588,810.	
Revenue Source:	IDPH Illinois Department of Public Health

Director of Finance:

Date:

Public Health Administrator:

Date:

Board of Health:

BOH Approved Date: 2/18/2025  
Ayes (8) Nays (0) Absent (4)



## **Background Information**

Maternal and Child Health (MCH) has been identified as a health priority for Winnebago County through the community health assessment and improvement plan for over 20 years. In almost all metrics associated with MCH, such as low birth weight, preterm birth, and severe maternal mortality, Winnebago County has poorer outcomes than the state of Illinois. Outcomes for Black/African American women and children demonstrate further gaps.

The Winnebago County Health Department (WCHD), in collaboration with community partners has provided programming to improve outcomes including but not limited to: WIC (Women, Infants, and Children Supplemental Nutrition), Better Birth Outcomes – case management program for at-risk pregnant women, APORS High Risk Infant follow-up; Maternal Infant and Early Childhood Home Visiting (MIECHV/igrow Rockford; Elevated Lead follow-up. As the MIECHV lead agent, WCHD works with community partners including Head Start, Rockford Public Schools, Donald Parker Early Childhood, Brightpoint (formerly Children’s Home and Aid), and Easterseals to coordinate home visiting programs.

Partners Brightpoint and Easterseals provide doula services to pregnant women but have not been able to provide these services to all women who request them.

Most recently a community advisory group convened by Alignment Rockford determined that a Universal Newborn Support System (UNSS) to support families and their newborns should be implemented as an upstream intervention to ensure children are ready to learn at time of school entry. Healthcare systems including hospitals Mercyhealth, OSF Healthcare, and UWHealth and the Federally Qualified Health Centers – Crusader Community Health and UI Health Mile Square Health Center – L.P. Johnson Rockford.

Working with these partners, WCHD applied for and received a competitive grant award for the Birth Equity Innovation Seeds Grant from the Illinois Department of Public Health entitled *Winning Start Winnebago*. The press release detailing all award recipients including WCHD is attached (Attachment 1).

The Winnebago County Board of Health considered and approved the Budget Amendment at the February 18, 2025 meeting.

## **Winning Start Winnebago**

Winning Start Winnebago has three (3) components

- Universal Newborn Support System using Family Connects International (FCI) Model
  - Evidence-based model of home visiting.

## Budget Amendment 2025-2

Fund 60100/0301

March 7, 2025

- Available to all families with a newborn regardless of income or demographic.
  - Connects families to resources in the community based on assessment and needs.
  - Participation is voluntary.
  - Provides for one to three public health nurse visits.
  - Families requiring additional home visiting will be referred to MIECHV/igrow.
  - Grant funding supports: FCI model license, 3.0 FTE public health nurses
- Doula Development Program (DDP)
  - Research indicates that doulas positively impact maternal and infant health outcomes and experiences.
  - Doula training will be provided through [DONA International](#) to provide evidence-based doula training, certification, and continuing education.
  - Healthcare systems will assist in clinical observation experiences.
  - Trained, certified Doulas through the DDP will be connected with MIECHV/igrow partners Brightpoint and Easterseals to expand their capacity and capability.
  - Grant funding supports: scholarships and computers for five (5) doulas
- Support for Social Determinants of Health
  - IPLAN 2025 identified housing and food insecurity as priority social determinants of health.
  - Women placed on bedrest during their pregnancy may not be able to work resulting in income security issues which impacts ability to pay rent/mortgage and/or provide food.
  - Grant funding supports: stipends based on assessed and documented need.



## NEWS RELEASE

**FOR IMMEDIATE RELEASE:**

January 29, 2025

**CONTACT:**

[Michael.Claffey@illinois.gov](mailto:Michael.Claffey@illinois.gov)

[James.Leach@illinois.gov](mailto:James.Leach@illinois.gov)

### **IDPH Awards \$4.5 Million in Grants to Support Governor Pritzker's Birth Equity Efforts Across Illinois**

*State Announces Grants to 12 Groups that Provide Innovative, Equity-Focused Maternal Care for Pregnant Illinoisans*

**CHICAGO** – The Illinois Department of Public Health (IDPH) announced it has awarded \$4.5 million to 12 groups across the state funded through Governor JB Pritzker's 2024 Birth Equity Initiative. The grants, ranging from \$100,000 to \$700,000, were awarded through a competitive process and are designed to support innovative, community-based efforts that have the potential to reduce inequities in populations historically at higher risk for adverse birth outcomes.

"Illinois has one of the most robust birth equity initiatives in the entire nation and today's announcement brings us closer to a state where every mother – no matter her race, economic status, or ZIP code – is afforded the right to a safe and healthy pregnancy," **said Governor JB Pritzker**. "We're grateful to our community-based grantees who are assisting pregnant women and families to drive healthier births, improve long-term health outcomes and create more culturally responsive care infrastructure."

**Lt. Governor Juliana Stratton said:** "By investing in culturally competent care, addressing systemic inequities, and centering the voices of those most affected, we're creating a future where every mother, regardless of race or ZIP code, can bring life into this world without fear."

"Public health thrives when it focuses on community-led, community-built solutions," **said IDPH Director Dr. Sameer Vohra**. "IDPH is proud to partner with these 12 outstanding community-based organizations to implement Governor Pritzker's Birth Equity Initiative. Addressing disparities in birth outcomes is a public health priority, and we look forward to working with our grantees to deliver comprehensive approaches to enhancing birth equity across Illinois."

IDPH operates two state Maternal Mortality Review Committees that issue reports designed to shed light on trends in maternal health and guide policy makers. The [most recent report issued in 2023](#) found that Black women continue to die at disparately higher rates, specifically due to

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medical causes, including cardiovascular disease and pre-existing chronic medical conditions. It also found that 91% of pregnancy-related deaths were potentially preventable due to clinical, system, social, community, or patient factors. Moreover, access to care emerged as a critical factor, and several grants specifically target improvements in rural areas.

The Birth Equity grants, aimed at eliminating racial disparities and avoiding preventable deaths, were awarded by IDPH's Office of Women's Health & Family Services. Following are program summaries and grant amounts for the 12 recipients:

- **Aurora African American Health Fair Committee:** The Aurora based group will receive \$300,000 to carry out the BIRTH Project which aims to reduce maternal and infant health disparities among Black women and families by training community health workers and doulas to promote culturally competent care.
- **Blessing Hospital:** The hospital in Quincy will receive \$400,000 for a project designed to reduce health inequities in Black and Brown women by increasing engagement and participation in their healthcare. The project will focus on expanding connections to doulas, enhancing care coordination, education and support.
- **Boone County Health Department:** The county will receive \$100,000 for the Engage, Elevate, and Empower (E3) program that will embed a bilingual peer navigator into an existing, successful mobile unit program to provide culturally appropriate pregnancy and reproductive health education at convenient locations and times.
- **CHOICES:** The Carbondale-based agency will receive \$400,000 to address birth inequities for BIPOC (Black people, Indigenous people, and other People of Color) pregnant people in Southern Illinois by building critical infrastructure for birth workers.
- **The Doula Lab:** The Belleville-based, BIPOC-led, non-profit organization will receive \$400,000 for improving maternal and reproductive health outcomes for communities in the Metro East area. The project focuses on addressing systemic disparities in maternal health by expanding the doula workforce.
- **Family Christian Health Center:** Based in South Suburban Cook County, the federally qualified health center will receive \$300,000 to develop a scalable model to advance and integrate care coordination, and quality and outcome standards for high-risk pregnant and postpartum patients in a newly built maternal child health and wellness center.
- **Family Focus:** The Chicago-based group will receive \$700,000 to serve areas with significant maternal and infant health disparities. The program will address disparities by developing a "Dream Builders Hub," a training program for community-based teams of maternal support services, such as home visitors and doulas. They will also implement educational sessions for fathers through the "Strong Fathers, Strong Families" Program.
- **The Haymarket Center:** The Chicago-based Federally Qualified Look Alike Health Center will receive \$250,000 to mitigate health disparities among pregnant and postpartum Illinoisans struggling with mental health and substance use disorder, and their children, by increasing access to screening instruments, educational groups, care supplies, and clinical providers in a one-stop-shop fashion.



## NEWS RELEASE

- **Midwest Asian Health Association:** The Chicago-based group will receive \$700,000 to enhance perinatal outcomes for limited English proficient Asian women by integrating culturally tailored doula care, health education and impact evaluations to close gaps and ensure equitable access.
- **SGA Youth & Family Services:** The Chicago-based group will receive \$450,000 to address maternal health inequities in South Side communities and suburban Cook County through a community-focused, equity-driven approach. The program is designed to achieve meaningful outcomes through culturally responsive community outreach, including education and care support, specifically addressing gaps highlighted in IDPH's recent reports on maternal morbidity and mortality.
- **UIC at Chicago-Miles Square:** Based in Chicago, the Community Maternal Health Care (CMHC) project will receive \$200,000 to explore the impact of an innovative community-based model of comprehensive midwife-led prenatal care in a Federally Qualified Health Center (with behavioral health, oral health, doulas, case management, and social needs screening) delivered to Black women in their own communities.
- **Winnebago County Health Department:** The county will receive \$300,000 to launch "Winning Start Winnebago, Welcoming Babies and Connecting Families." The program will integrate a universal newborn system of support, a doula development program, and CredibleMinds, a mental health platform to address behavioral health and substance use.

In his 2024 State Budget Address, Governor Pritzker announced a \$23 million Birth Equity Initiative that was designed to focus on improving maternal health outcomes and reducing disparities through investments in community-based providers, expansion of the home visiting program, a child tax credit, and a free diaper pilot program.

The Governor's initiative, which he [signed into law in July 2024](#), included \$4 million for IDPH to distribute Birth Equity Seed Grants to support the needs of community-based reproductive healthcare providers. IDPH supplemented the investment with additional \$500,000 to reach more communities after an overwhelming response to the funding announcement.

The Birth Equity Seed Grants represents the next step in Illinois' commitment to prioritizing maternal health. It was the first state to expand Medicaid to 12 months postpartum, as well as one of the earliest states to implement a robust maternal mortality review committee process to inform evidence-based action at reducing maternal morbidity and mortality.

###

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# Ordinance Executive Summary

**Prepared By:** Health Department Finance

**Committee:** Finance

**Committee Date:** March 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:** April 10, 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: March 20, 2025

Lay Over: March 27, 2025

Sponsored by:

**Final Vote: April 10, 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

### Winnebago County Health Department budget Amendment Detail Fiscal Year 2025

Account	Account Description	Programs						Total
		FSSS-24	BASE	HRP	HEZ	HUD HH	TCPSSY-25	
32110	Federal Operating Grant		-\$273,861			-\$270,000	-\$134,400	-\$678,261
32120	State Operating Grant	-\$57,760			-\$99,252			-\$157,013
32130	Local Operation Grant			-\$100,000				-\$100,000
41110	Wages	\$30,358	\$159,312	\$55,856	\$38,910	\$91,800	\$62,762	\$438,999
41231	IMRF	\$638	\$3,346	\$1,173	\$817	\$1,900	\$1,318	\$9,191
41241	FICA	\$2,322	\$12,187	\$4,273	\$2,977	\$7,000	\$4,801	\$33,561
42110	Supplies	\$15,000		\$18,483	\$4,757	\$3,000	\$1,449	\$42,690
42260	Medical Supplies		\$32,717					\$32,717
43190	Contractual Services		\$1,283	\$11,000	\$30,000	\$133,300		\$175,583
43212	Telephone						\$259	\$259
43310	Travel	\$201	\$4,006	\$2,512	\$754	\$5,000	\$944	\$13,417
43943	Training & Education		\$1,088				\$36,488	\$37,575
48211	Health Insurance	\$4,009	\$29,871	\$6,703	\$7,272	\$20,000	\$10,230	\$78,086
49110	Occupancy(Transfer 555)		\$5,670		\$941			\$6,611
<b>Grand Total</b>	<b>(Profit)/Loss</b>	<b>-\$5,233</b>	<b>-\$24,381</b>	<b>\$0</b>	<b>-\$12,823</b>	<b>-\$8,000</b>	<b>-\$16,148</b>	<b>-\$66,585</b>

Total Awards	\$	57,760	\$	365,148	\$	200,000	\$	118,000	\$	1,547,750	\$	168,000	\$	2,456,658
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#### Legend

FSSS-24	Firearm Safe Storage Strategies
BASE	Build Amplify Support Empower - Opioid Response Program
HRP	Enancement of the Harm Reduction Program - Opioid Settlement funds from Winnebago County 2 Year program
HEZ	Illinois Health Equitiy Zones Pilot - 2025
HUD HH	HUD Health Homes program additional 42 month grant
TCPSSY-25	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: Revenue 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: **James M. Keeler** Digitally signed by James M. Keeler  
Date: 2025.01.17 09:35:10 -06'00'

Public Health Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Board of Health: \_\_\_\_\_ Date: \_\_\_\_\_



# Ordinance Executive Summary

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

**Committee:** Finance

**Committee Date:** March 20, 2025

**Resolution Title:** Ordinance for Approval of Budget Amendment for Court Technology and Accessibility Grants

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

**Board Meeting Date:** April 10, 2025

## Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Administrative Office of the Illinois Courts	
ORG/OBJ/Project Code: 32000-various	
FY2025 Budget Impact: \$525,000	

**Background Information:** Preapproved reimbursement funds from the Administrative Office of the Illinois Courts have been awarded to the Winnebago County Circuit Court for court technology and court accessibility expenses.

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** N/A

**Legal Review:** N/A

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

**2025 Fiscal Year**

Finance: March 20, 2025

Lay Over: March 27, 2025

Sponsored by:

**Final Vote: April 10, 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 Court Technology and Accessibility Grants**

**WHEREAS**, the Winnebago County Circuit Court has been approved for reimbursement funds from the Administrative Office of the Illinois Courts for court technology and court accessibility expenses; 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 **#25-012 AOIC Technology and Accessibility Grants**.

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

\_\_\_\_\_  
CRISTINA VALDEZ

\_\_\_\_\_  
CRISTINA 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

2025  
WINNEBAGO COUNTY  
FINANCE COMMITTEE  
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		3/10/2025		AMENDMENT NO: 2025-012	
DEPARTMENT:		Circuit Court		SUBMITTED BY: Thomas Jakeway	
FUND#:		0001-General Fund		DEPT. BUDGET NO. 32000-Circuit Court	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>								
32000	42290		Other Dept Supplies	\$5,000	\$0	\$5,000	\$525,000	\$530,000
<b>Revenue</b>								
32000	32240		State Reimbursements	(\$305,000)	\$0	(\$305,000)	(525,000)	(\$830,000)
<b>TOTAL ADJUSTMENT:</b>							\$0	

**Reason budget amendment is required:**

The Administrative Office of the Illinois Courts (AOIC) administers both a Court Technology Modernization Grant Program and Court and a Court Disability Accessibility Grant Program. The Court and County were jointly awarded specified reimbursable expenses from these programs totaling \$502,270 (Access Award \$50,000 and Technology Award \$452,269). Albeit, actual expenses and reimbursement total amounts are fluid as the AOIC may adjust the award amount to account for cost increases. Thus, the total appropriation amount is set at \$525,000 with express understanding that actual expenses are not to exceed those amounts as current or may hereafter be approved for reimbursement by the AOIC. Approved goods and services will support operations in the following departments: circuit court, circuit clerk, court service, jury commission, facilities and self-help center.

**Potential alternatives to budget amendment:**

None

**Impact to fiscal year 2025 budget:** \$525,000

**Revenue Source:** AOIC Program Awards

Date \_\_\_\_\_



## ILLINOIS COURT TECHNOLOGY MODERNIZATION PROGRAM FUNDING AGREEMENT

This Funding Agreement, hereinafter "Agreement", is entered into by and between the county of Winnebago, hereinafter "County", the Chief Circuit Judge and the Administrative Office of the Illinois Courts, hereinafter "AOIC", for the purpose of defining the responsibilities of the County and the AOIC in regard to the Illinois Court Technology Modernization Program.

The AOIC, on behalf of the Supreme Court of Illinois, will reimburse or make payment to the County with Fiscal Year 2025 Judicial Branch funding for technology goods/services to modernize local court systems.

The AOIC agrees to the following responsibilities:

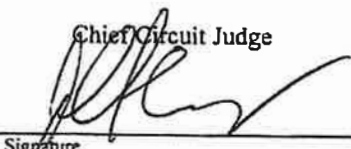
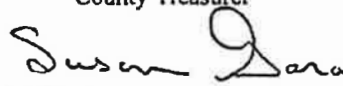

- The AOIC will remit payment to the Illinois Comptroller's Office for the approved technology goods/services pursuant to the executed Funding Agreement.

The County agrees to the following responsibilities:

- By signing this agreement, the Chief Circuit Judge and County Treasurer, ensures the technology/resource requests are submitted for modernizing their local court system.
- Procure the approved technology goods/services listed on the Itemized Technologies Goods/Services Request, with funding per the Request Form. Any adjustments must be approved by the AOIC prior to making any purchases or procuring services.
- Will comply with the County's policies and procedures for the procurement of any approved technology goods/services.
- If requesting Reimbursement to the County (Option 1), the County will complete an Invoice Voucher, attach itemized vendor invoice(s), and proof of County payment, and forward all documents for payment.
- If requesting Payment to the County (Option 2), the County will complete an Invoice Voucher and attach vendor proposal/quotes(s) and forward all documents for payment. Once the goods/services are purchased, the County will forward paid invoice(s) and proof of County payment for reconciliation. If the payment received was more than the paid invoice(s), the County will return the over payment to the AOIC.

This Agreement may be terminated, by either party, for failure to comply with the provisions of this agreement. The AOIC reserves the right to audit the approved Funding Agreement.

This Agreement is effective upon signature of the Chief Circuit Judge, County Treasurer and the AOIC.

Chief Circuit Judge	County Treasurer	AOIC Financial Division
		
Signature	Signature	Signature
John S. Lowry	Susan Goral	Erin Moe
Print/Type Name	Print/Type Name	Print/Type Name
12/9/24	12.9.24	2/27/25
Date	Date	Date



AOIC APPROVAL NO. TM25-069

TOTAL AMOUNT APPROVED \$452,269.72

## ILLINOIS COURT TECHNOLOGY MODERNIZATION PROGRAM FISCAL YEAR 2025

### ITEMIZED TECHNOLOGIES GOODS/SERVICES REQUEST

Please identify the vendor name, proposal/quote number, priority level, purpose, and proposal/quote total. The itemized technologies goods/services request will be calculated automatically based on the identified proposal/quote totals. Please attach all proposals/quotes for each vendor listed below.

Vendor Name	Proposal/Quote Number	Priority Level	Purpose	Proposal/Quote Total	Approved (AOIC Use Only)
TheGovApp.com (OCV LLC)	20241127-080234593		Public facing mobile application for court notifications, dockets, zoom link access, FAQs, court forms, courthouse contact information, directions, etc.	29,985.00	\$29,985.00
Justice Systems, LLC	FCE-46628		To import electronic drug test results from labs into FCE Supervision module, eliminating data entry of approx 100 lab test results per day.	12,000.00	\$12,000.00
AdGators video processors	130		To replace out-of-life video players in 28 video displays for court dockets, public notices, and courthouse messaging	28,180.00	\$28,180.00
Justice Systems, LLC	FCE-47321		To intergrate electronic search warrants from third-party search warrant platform	45,000.00	\$45,000.00
Justice Systems, LLC	FCE-47322		To intergrate Orders of Protection from third-party search OOP platform	50,000.00	\$50,000.00
Quadient	N/A		Folding Machine for Jury Commission Mail	38,540.00	Not Eligible
ITsavvy	3941763		Wireless Network for Pre-Trial & Juvenile Detention	20,508.00	\$20,508.00
CDW-G	PDPS737		Monitors for Court Services Dept.	4,985.75	\$4,985.75
Amazon	N/A		Patron Assistance in Self Help Center	285.97	\$285.97
CDW-G	PFQR979		Judicial and Court Services Operations	95,262.41	\$95,262.41
CDW-G	PFQM722		Court Administration Operations	351.79	Not Eligible
Amazon	N/A		Court Administration Operations	17,032.59	\$17,032.59
NomadAV System	4569519		Enhance Courtroom Evidence Display	124,030.00	\$124,030.00
KMK Media Group			Website Development	\$25,000.00	\$25,000.00
<b>Total:</b>				<b>\$ 491,161.51</b>	<b>\$ 452,269.72</b>

Michael Smith  
Court Disability Coordinator  
Winnebago & Boone County  
400 W. State Street  
Rockford, IL 61101

December 26, 2024

Dear CDC Michael Smith:

Congratulations! The Illinois Supreme Court Commission on Access to Justice is pleased to grant Winnebago & Boone Counties an inaugural Disability Accessibility Improvement grant award in the amount of \$50000 to support the Project Liaison Michael Smith with the project described in the Grant Agreement.

The details of your award amount, obligations, and limitations are outlined in the enclosed Grant Agreement. Please review, discuss with the Project Lead, and sign the Agreement. In addition to the Grant Agreement, please also complete the attached ATJ Commission Grant Payment Form. Electronic signatures are acceptable on both.

The completed Grant Agreement and Grant Payment Form should be returned by **January 9, 2025** to August Hieber at [ahieber@illinoiscourts.gov](mailto:ahieber@illinoiscourts.gov). Failure to meet this deadline will result in a delay in payment processing.

Please be sure to review the enclosed resource document that contains important considerations to keep in mind while implementing your projects to ensure you are complying with the ADA and IHRA. We know how complex and technical things can get. If you have questions, please do not hesitate to contact August Hieber at [ahieber@illinoiscourts.gov](mailto:ahieber@illinoiscourts.gov) or Neil Kelley, Senior Assistant Attorney General, Disability Rights Bureau, at [Neil.kelley@ilag.gov](mailto:Neil.kelley@ilag.gov).

We look forward to working collaboratively and creatively with you as your work on this project progresses.

Sincerely,



Hon. Jorge L. Ortiz, Chair  
Illinois Supreme Court Commission on  
Access to Justice

Encls. Grant Agreement, Resource Document





222 N. LaSalle St.  
Floor 13  
Chicago, IL 60601  
[www.atjil.org](http://www.atjil.org)

**ILLINOIS SUPREME COURT COMMISSION ON ACCESS TO JUSTICE**

**DISABILITY ACCESSIBILITY IMPROVEMENT  
GRANT AGREEMENT 2025**

**NAME OF GRANTEE:** Winnebago & Boone Counties

**ADDRESS:** 400 W. State Street  
Rockford, IL 61101

**DESIGNATED PROJECT LIAISON:** Michael Smith

**GRANT AMOUNT:** \$50000.00

**GRANT PERIOD:** January 9, 2025-December 31, 2025

***This Grant Agreement is hereby entered into between Grantee and the Grantor, Illinois Supreme Court Commission on Access to Justice (ATJ Commission), as of the date the Grantee signs this Agreement. Both parties, intending to be bound by the terms and conditions of this Agreement, do hereby agree as follows:***

**GRANT CONDITIONS**

**Grant Purpose:** The grant is to be used to support the designated Project Liaison –Michael Smith– to create an all-gender bathroom and update bathroom signage.

**Partial Funding Restriction:** Unfortunately, the ATJ Commission was not able to fund your full request. The Grant Selection committee has indicated the funds awarded shall be used for accessibility renovation and restroom signage and not automatic door openers.

***Grant Requirements:***

Grantor shall:

- a) Meet with Grantees once, to guide Grantees at the midpoint of the implementation of the project or activity to offer guidance directly, by discussing project activities, opportunities and challenges, number of individuals served (if applicable), and grant expenditures, and/or by providing technical assistance referrals to the Illinois Attorney General Disability Rights Bureau;
- b) Provide support to the Project Liaison to further the Grant Purpose; and
- c) Disburse funds to support Grantee upon execution by the parties of this Grant Agreement.

Grantee shall:

- a) Agree to regular reporting, twice in the grant cycle and if further requested, to the



Administrative Office of Illinois Courts (AOIC) Access to Justice (ATJ) Division about project activities, opportunities and challenges, number of individuals served (if applicable), and grant expenditures,

- b) Agree to meet once with AOIC ATJ Division Staff in August 2025, to receive guidance during the implementation of the project or activity and to share about project activities, opportunities, and challenges,
- c) Secure a replacement Project Liaison from the jurisdiction if the original one is unable to continue serve as Project Liaison,
- d) Cooperate, coordinate, and collaborate with court departments, offices, communities, and people with disabilities to implement the project or activity, and
- e) Periodically partner, if requested, with the ATJ Commission, Disability Access Committee, AOIC, and other grant recipients to share data and information to better identify statewide needs, emerging trends, and create innovative solutions.

**Reporting Requirements:** Reports shall be submitted twice during this program year, (1) by July 12, 2025, for the period of January 9, 2025 through June 30, 2025, and (2) by January 12, 2026 for the period of July 1, 2025 through December 31, 2025. The reports will be made in a digital form and will ask for information on the project's activities and achievements, relevant data, number of litigants served (if applicable), and financial expenditures for the period.

**Notification of Changes in Personnel or Program:** If there are significant changes in the Grantee's structure, mission, or personnel during the grant period, the Grantee must notify the Grantor of these changes in writing (via email) immediately. If the Project Liaison does not continue to work for the Grantee, the Grantee must appoint another employee to serve as the Project Liaison to satisfy the grant requirements. If the Grantee is unable to find another person to serve as the Project Liaison, Grantee shall return to the Grantor any funds not yet used by the Grantee.

**Fund Disbursement:** Grantee will provide the appropriate information for receiving payment of the Grant Amount by check or direct ACH transfer. Upon receipt of this information and the executed Grant Agreement, Grantor will release the funds. The Illinois Supreme Court Commission on Access to Justice funds the Disability Accessibility Improvement grants. The Commission is funded through *pro hoc vice* fees, registration fees from Attorney Registration and Disciplinary Commission (ARDC), and royalties on certain publications; the Commission does not receive any state funds. Therefore, no state funds are used for the grants.

**Fund Recompense:** If Grantee submits a written request (via email) during the fourth quarter of the program year informing Grantor that they will not be able to use all the funds by the end of the program year and would like an extension to do so, Grantor may grant permission to utilize funds beyond the end of the grant period rather than returning the unused funds. Grantee must notify the Grantor in a timely manner if the funds cannot or will not be spent in accordance with the purpose of the grant. Grantee shall return to Grantor any funds not used by the end of the grant period by February 1, 2026.

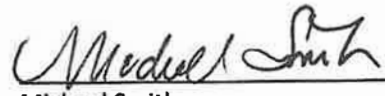
If these conditions are acceptable, please sign this form (electronic signatures accepted) as well as the attached ATJ Commission Grant Payment Form and return them to August Hieber, Sr. Program Manager,

Inclusive Access, Access to Justice Division of the AOIC, at [ahieber@illinoiscourts.gov](mailto:ahieber@illinoiscourts.gov) by January 9, 2025.

Accepted by:

  
CDC Michael Smith  
CDC of Winnebago & Boone County

Date: 1/7/25

  
Michael Smith  
Project Liaison

Date: 1/7/25

For the Commission:

  
Hon. Jorge L. Ortiz

Chair, Commission on Access to Justice

Date: December 26, 2024

Please email the completed agreement to: [ahieber@illinoiscourts.gov](mailto:ahieber@illinoiscourts.gov) by January 9, 2025.



# Ordinance Executive Summary

**Prepared By:** Finance Department

**Committee:** Finance

**Committee Date:** March 20, 2025

**Resolution Title:** Ordinance for Approval of Budget Amendment for Purchase of Ford F-250 for Facilities Department

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

**Board Meeting Date:** April 10, 2025

## Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Available CIP Fund balance	
ORG/OBJ/Project Code: 82200-46410-C2517	
FY2025 Budget Impact: \$46,424	

**Background Information:** The Winnebago County Facilities Department requested the purchase of a Ford Super Duty F-250 with a snow plow preparation package. The purchase of the vehicle is to replace a vehicle that was totaled in an accident on January 27, 2025. The Purchasing and Facilities Departments solicited quotes and availability. Brad Manning Ford, Inc. presented the best offer for the vehicle. (See attached Exhibit A)

**Recommendation:** Finance Department recommends approval

**Contract/Agreement:** N/A

**Legal Review:** N/A

**Follow-Up:** Adjust Munis line Items. Purchasing Department will prepare and submit a purchase order to Brad Manning Ford, Inc. in the amount of \$46,424.

**2025 Fiscal Year**

Finance: March 20, 2025

Lay Over: March 27, 2025

Sponsored by:

**Final Vote: April 10, 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 Purchase of Ford F-250 for Facilities Department**

**WHEREAS**, the Winnebago County Facilities Department requested the purchase of a Ford Super Duty F-250 with a snow plow preparation package to replace a vehicle totaled in an accident on January 27, 2025; 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 **#25-011 Facilities Department Truck**.

Respectfully Submitted,  
**FINANCE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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PAUL ARENA

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JOE HOFFMAN

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JOE HOFFMAN

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KEITH McDONALD

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KEITH McDONALD

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

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

\_\_\_\_\_  
CRISTINA VALDEZ

\_\_\_\_\_  
CRISTINA 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



## QUOTE TAB

### 25NB-2393 FACILITES MAINTENANCE TRUCK REPLACEMENT

	<b>Brad Manning Ford Dekalb, IL</b>	Anderson's Rock River Ford Rockford, IL	Hemblock Ford Belvidere, IL
2024 Ford S-DTY F-250	\$ <b>46,424</b>	\$ 49,325	\$ 50,488

**BRAD MANNING FORD, Inc.**

Route 23 So. At Tollway Box 428

**DEKALB, ILLINOIS 60115**

Telephone 815-756-6325

Fax 815-758-6967

E-Mail: manningcar@AOL.com

www.manningcars.com

DEAL #: 18205 CUST #: 35884

03/10/25

DATE

COUNTY OF WINNEBAGO

404 ELM ST ROOM 202

PURCHASER'S NAME

STREET ADDRESS

ROCKFORD

CITY

IL

STATE

61101

ZIP

(815)319-4386

RES. PHONE

BUS. PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

MODEL OR  
SERIES

S-DTY F-250

BODY  
TYPE

4WD REG 8'

COLOR

OXFORD WHT

TRIM

MED DK SLA V.I.N.

1FTBF2BA9REF61371

TO BE DELIVERED  
ON OR ABOUT

3

10 MAR,

20

25

SALESMAN

STOCK NO. NTF61371

CASH DELIVERED PRICE OF UNIT

\$ 49883.00

REBATE 4000.00

## ALL USED CARS SOLD "AS IS SHOWN" X

## USED VEHICLE TRADE-IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN

N/A

YEAR MODEL BODY

V.I.N.

BALANCE OWED TO

ADDRESS

USED TRADE-IN ALLOWANCE

\$

N/A

BALANCE OWED ON TRADE-IN

N/A

NET ALLOWANCE ON USED TRADE-IN

\$

N/A

DEPOSIT OR CREDIT BALANCE /REBATE

4000.00

DOWN PAYMENT (Trans. to Right Col.)

\$

4000.00

CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE

49883.00

STATE AND LOCAL TAXES

N/A

LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE

173.00

DOCUMENTARY SERVICE FEE

367.70

1. TOTAL PRICE OF UNIT

\$ 50423.70

2. DOWN PAYMENT:

consisting of \$ 4000.00 in cash  
and/or \$ N/A net trade-in al-  
lowance on trade-in; see statement in left  
hand column for details.3. UNPAID CASH BALANCE DUE ON DELIVERY  
(difference between Items 1 and 2)

\$ 4000.00

46423.70

NOTICE: TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE, NO MORE THAN 367.70 MAY BE ADDED FOR DEALER COSTS AND OVERHEAD. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED".

IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS ORDER. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

03/10/25

PURCHASER'S SIGNATURE

DATE

ACCEPTED BY:

DEALER OR HIS AUTHORIZED REPRESENTATIVE

2025  
**WINNEBAGO COUNTY**  
 FINANCE COMMITTEE  
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		3/20/2025		AMENDMENT NO: 2025-011	
DEPARTMENT:		Facilities		SUBMITTED BY: S. Schultz	
FUND#:		0743 - CIP Fund		DEPT. BUDGET NO. 82200-CIP Fund	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
<b>Expenditures</b>								
82200	46410	C2517	Automobile	\$0	\$0	\$0	\$46,424	\$46,424
<b>Revenue</b>								
<b>TOTAL ADJUSTMENT:</b>							\$46,424	
<b>Reason budget amendment is required:</b>								
The Winnebago County Facilities Department requested the purchase of a Ford Super Duty F-250 with a snow plow preparation package. The purchase of the vehicle is to replace a vehicle that was totaled in an accident on January 27, 2025. The Purchasing and Facilities Departments solicited quotes and availability. Brad Manning Ford, Inc. presented the best offer for the vehicle per the								
<b>Potential alternatives to budget amendment:</b>								
None								
<b>Impact to fiscal year 2025 budget:</b> \$46,424								
<b>Revenue Source:</b> Available CIP Fund balance								



# Resolution Executive Summary

Prepared By: Steve Schultz  
Committee: Finance Committee  
Committee Date: March 20, 2025  
Resolution Title: Resolution Adopting Fiscal Year 2026 Budget Policy  
County Code: Not Applicable  
Board Meeting Date: March 27, 2025

## Budget Information:

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

**Background Information:** Annually, County Administration prepares the Budget Policy for the upcoming budget year to provide guidance to departments and establish the budget calendar for the County Board. Adjustments to the FY2026 Budget Policy include general formatting and reorganization of the policy with the following items amended or added:

- Updated the calendar dates.

Recommendation: Administration concurs  
Contract/Agreement: Not Applicable  
Legal Review: Not Applicable  
Follow-Up: Not Applicable

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

2025 CR

Submitted By: Finance Committee

Sponsored By: John Butitta

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**RESOLUTION ADOPTING  
FISCAL YEAR 2026 BUDGET POLICY**

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**WHEREAS**, the Winnebago County Board wishes to adopt a budgetary process for use in the 2026 fiscal year; and

**WHEREAS**, the County Administration has created a process based on sound financial principals for use in the 2026 fiscal year.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that it adopts the budgetary process presented by the County Administration for the 2026 fiscal year, a copy of which policy is attached to this Resolution as Exhibit A.

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

**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 Board Chairman and all County department heads.

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

## Exhibit A



# WINNEBAGO COUNTY

Fiscal Year 202~~5~~<sup>6</sup>

Budget Policy



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## INTRODUCTION

Winnebago County Government operates on policies designed to protect the County's assets and taxpayers' interests, provide guidance to employees, and serve the public efficiently. It is the intent that the policy statements be used to avoid conflicting goals or activities, which may have a negative impact on the overall financial position of the County. The County's system of internal accounting controls is designed to provide reasonable assurance that the financial records are reliable for preparing financial statements and maintaining accountability for assets and obligations.

The County's budget process is governed by Illinois Compiled Statutes (55 ILCS 5/6) and Winnebago County Board Policies (Sec. 2-38 Winnebago County Code of Ordinances). All operating funds (those funds that are presented in the County's Annual Comprehensive Financial Report) are appropriated in the "Official Budget". Appropriations will be considered the maximum authorization to incur obligations and not a mandate to spend.

In addressing concerns for maintaining financial strength while protecting the interest of the taxpayer, the County Board is implementing the following directives for the development of the fiscal year 2025<sup>6</sup> budget.

## ACCOUNTING BASIS

### **Governmental Funds**

The County prepares financial statements based on the modified accrual basis of accounting for all governmental funds in which the revenues are recorded when both measurable and available. The County considers revenue to be available if they are collected within 60 days of the end of the current fiscal period for property taxes, 180 days of the end of the current fiscal policy for certain health department and County reimbursable grants and 90 days of the end of the current period for all other amounts.

Expenditures are recorded when the related fund liability is incurred, except for unmatured interest on long-term debt, claims, judgments, compensated absences and pension expenditures, which are recorded as a fund liability when expected to be paid with expendable available financial resources.

### **Proprietary Funds**

The County has two proprietary funds. Expenditures for these funds are budgeted on a full accrual basis of accounting. As such, expenses are recognized when incurred and revenues are recognized when they are obligated to the County.

Under both methods of accounting, Generally Accepted Accounting Principles (GAAP) prescribe that purchases are required to be accounted for in the fiscal year in which the item is received or the service performed. Items ordered or services performed late in the fiscal year and not received or completed by the end of the fiscal year will be applied to the budget of the following year.

#### BUDGETARY PRIORITIES

Direction is hereby given to the County Administrator and the Chief Financial Officer to create the fiscal year 2025~~6~~ budget with the following priorities:

1. Debt service payments required
2. Contractual payments based on lease agreements, software agreements and other contractual agreements
3. Mandated services at affordable funding levels
4. All operating necessities (Utilities, IMRF, Health Insurance, Liability Insurance)
5. General operating costs to provide services
6. Non-Union employee compensation
7. Capital needs of the organization
8. Meeting the 25% unrestricted reserve requirement of the General Fund and PSST Fund (See Fund Reserves and Balanced Budgets Section)
9. Outside agency funding to include non-obligated Host Fee Grants and local matching grants

#### FUND RESERVES AND BALANCED BUDGETS

The intent of the Finance Committee is the budget must balance expenditures against available revenues and fund balance by fund. Special revenue fund expenditure budgets cannot exceed available fund balance of the fund. Special revenue funds with a negative fund balance will not be allowed to submit an expenditure budget until the negative fund balance has been eliminated.

The County has developed a fund reserve policy in which it shall be the intent of the County Board to maintain an unrestricted (total of unassigned) fund balance equal to three months of budgeted operating expenditures in the General Fund and the Public Safety Sales Tax Fund. Surpluses in excess of the necessary reserve required by this policy shall be transferred to the Capital Projects Fund. In addition, it is the intent of the County Board to maintain an unrestricted fund balance equal to three months of budgeted operating expenditures in the River Bluff Nursing Home fund.

#### BUDGET SUBMITTAL AND PRESENTATION PROCESS

Elected Officials and Department Heads shall be provided budget worksheets with existing levels of funding. Based on revenue estimates for the current and next fiscal year, funding levels may be reduced from the current year's appropriations. Elected Officials and Department Heads are encouraged to analyze all services and programs for the cost of the programs, citizen demand, and mandates by Federal, State or County law.

Exceptions may be considered by the County Administrator and the Chief Financial Officer on a case-by-case basis.

When an Elected Official/Department Head has completed the required budget forms, a meeting can be scheduled (if necessary) with the County Administrator and Chief Financial Officer to review and ensure budget policy compliance. Concerns and/or issues should be addressed by the Department Head/Elected Official at this time. Any resulting changes to submitted budgets will be communicated to the Finance Office for system entry and review. Upon review by County Administrator and Chief Financial Officer, the budget will be scheduled for presentation to the Finance Committee per the attached budget calendar. Meetings will be scheduled with the Finance Committee (if necessary) for individual departments/Elected Officials to address the Finance Committee regarding their individual budget requests.

Prior to the date the County Board places the budget on layover for public review, the Elected Official/Department Head will be required to review the budget as entered in the financial system and sign off that all entered information is correct.

Once the Finance Committee has reviewed departmental budgets, and the recommended supplemental requests have been approved, the budget is moved to the whole board to be placed on public display for a minimum of fifteen (15) days prior to final approval.

The Chief Financial Officer and the County Administrator during the normal course of the budget preparation process may make budget revisions prior to the final board approval of the budget. It should be noted that proposed budget revisions made after the first reading but before final passage shall be documented and presented to the County Board for approval as part of the final budget approval.

Beginning New for FY2025, Elected Official/Department Heads will be required to submit a five-year plan for capital improvements. Guidelines for these budgets are on page 7.

## REVENUE ESTIMATIONS

The County will project annual revenues on a conservative analytical basis to protect it from short-run fluctuations in any one revenue source. In instances where the County is providing non-mandated services and the revenue stream(s) is/are not covering the costs of said services, direction will be requested by County Administration from the reporting Liaison Committee (and if necessary, the full County Board) on whether said service should be allowed to continue and supplemented with County funds.

Property Tax Assumptions: Winnebago County is mandated to follow the Illinois Property Tax Extension Limitation Law (PTELL) by the State of Illinois. PTELL allows governing bodies the ability to cover the costs of inflationary increases incurred in their day-to-day operations by increasing their previous year's extension by the CPI or 5%, whichever is smallest. For fiscal year 2025<sup>5</sup> the CPI is 5.0%. During the budget process, County Administration will present the increases available if the County Board chooses to capture new growth and/or to utilize the CPI increase authorized under PTELL in the calculation of property tax revenues when developing the fiscal year 2025<sup>5</sup> budget. The Finance Committee will inform the Chief Financial Officer of the amount of the levy to include in the budget document.

User Fees and Charges: All user fees and charges should be reviewed by County Administration, Elected Officials and Appointed Department Heads on an annual basis to ensure the fee collected is covering the cost of service provided (subject to State Statutes).

The County charges user fees for items and services which benefit a specific user more than the general public. State statutes or an indirect cost study determines user fees. Fee studies based on costs are conducted as needed to determine the level of fees needed to equal the total cost of providing the service.

#### Other FY2025<sup>6</sup> Revenue Assumptions:

- Nonrecurring (one-time) revenue sources will be used for operations unless directed for a specific use by the County Board.
- Cannabis Sales and Excise Taxes support the General Fund.
- Gaming-related revenue, including off-track betting, casino, and video gaming revenues, support the Capital Projects Fund and County Road Projects using a 50/50 split.
- Sale of assets support the Capital Projects Fund.
- New funding sources with a restricted purpose will be reviewed by the County Board to ensure appropriate usage at the department level. Additionally, these funding sources will be identified by a designated project number to meet reporting requirements by the funding agency.

#### EXPENSE ESTIMATIONS

Salary and Wage Estimates: Each department will be provided a budget document outlining the employees of the department with their rate of pay as of the date of the preparation of the document. It is the responsibility of the department to review the list including the position titles and employment status (FT, PT or seasonal). The department shall budget for any contractual obligations as outlined in respective bargaining contracts for the upcoming year. The department should include any vacant positions that are not included on the list if the intent is to fill that position in the upcoming year.

The Finance Committee will provide the County Administrator the non-union employee wage increase rate to include in the budget document. The Finance Committee will make a recommendation no later than the 1st Finance Committee meeting in June. Non-bargaining employees are eligible to receive the one-percent longevity pay in accordance with County policy and this should be included in the development of the salary and wage budgets.

Employees transferring from one County department to another will be allowed to retain their accrued vacation upon transfer. The new department will assume the liability should the employee terminate their employment while employed by said department.

Grant Budgets: Each department should submit a separate budget document for ongoing grant awards by the project (award) number. Grant revenue estimates should equal grant expenditure estimates for reimbursement-based grants. Grant award performance periods may not align with the County's fiscal year. In such cases, the department should estimate to the best of their ability the expenses that will be incurred for the grant program during the County's fiscal year. Grant budgets should include all applicable expenses as defined in the grant award and approved grant budget.

New grant awards will be budgeted at the time the County Board accepts the award. See further details in the Grant Policy and Grant Procedures documents.

#### Other FY2025<sup>6</sup> Expense Assumptions:

- In the event of loss of Federal or State funding and/or reimbursement for specific services, it is understood that Department/Elected Official will be expected to either reduce funded services or identify other reductions/revenue increases to offset the losses. Exceptions will be addressed on a case-by-case basis.
- Contractual obligations should be included in the budget request and, if applicable, noted as a supplemental request.

- Equipment needs and repairs that do not meet the criteria of a capital request as defined below should be included in the departmental operating budgets.
- All appropriations that have not been expended or appropriated to ongoing capital improvement projects shall lapse at the end of the fiscal year.

## CAPITAL IMPROVEMENT PROJECTS (CIP) PLANNING AND BUDGETS

The CIP budgets are necessary to provide adequate consideration of the County's short-term and long-term needs and strategic goals and evaluate the options and timing availability of funds to address those needs. As noted in the Revenue Estimate section of this document, the CIP Fund will be funded through Gaming revenue, sale of assets and excess funds in the General and PSST funds. CIP includes major construction, expansion, purchase or major repair of buildings and other physical structures. CIP may also include fleet and equipment replacement needs. ~~Per the County asset policy, capital projects should have a component value greater than \$12,000 and should have a useful life greater than three to five years.~~ CIP does not include highway department projects or equipment funded by grant or other funding sources. Projects funded through the CIP budget should be purchased through the Purchasing Department with a County purchase order.

Each Department Head/Elected Official will submit a list of capital needs for the next five years on the document provided for capital requests. ~~For the FY2026 budget, R~~ requested projects should be of an urgent matter, prioritized, and include a detailed description by the departments. The requesting department should note the need for funding of the project. In addition to the cost of completing the project, the department should identify any costs to operate and maintain the asset over its useful life. These additional expenses would need to be included in the department's operating budget.

Only projects included in the first year of the plan will be considered for approval and funding for FY2026. Projects presented for future years are shown for planning purposes only. Funding for ~~the long-term~~ capital plan will be reviewed in conjunction with the annual budget. **Submittal of capital needs does not guarantee funding.**

Approved CIP projects will be appropriated first in any special revenue funds as allowed and then in the Capital Projects Improvement Fund. ~~County Administration has developed a team. This team~~ Administration staff will meet regularly to review and discuss the progress of approved projects.

Capital project appropriations, unlike operating budget appropriations, are typically one-time in nature and the project may take multiple years to complete. Budgetary control for these projects will be at the fund and project level which differs from operating budgets. Due to the fact that capital projects may cross fiscal years, the County Administrator/Chief Financial Officer will have the authority to rollover available project balances to the next fiscal year during the budget preparation process. Each previously approved project will be reviewed with department heads prior to the calculation of the rollover amount. Factors Administration will consider when calculating the rollover amount would include the timing of any remaining payments and estimated completion percentage. The current year estimated actuals plus any amounts included in the rollover budget will not exceed the amount of the original approved project budget. Administration will not rollover any capital project funds which have not had activity for two fiscal years. A listing of project budgets that are to be rolled over will be reviewed by ~~the aforementioned~~ Administration team staff and included in the final budget package as presented to the County Board.

CIP appropriations funding projects belonging to the two Enterprise Funds will be budgeted in those respective funds in order to properly track assets according to GAAP and financial reporting. Approval of CIP projects related to these funds will require a budget amendment including a plan to transfer funds from the CIP fund to the Enterprise fund and expenditures for the project in the Enterprise fund. Actual transfers will only be recorded by Finance as related projects are completed.

#### BUDGET AMENDMENT PROCESS (AFTER ADOPTION BY THE BOARD):

All requests for budget amendments must start with a completed Budget Amendment Form (available upon request from Finance) submitted to the Chief Financial Officer, who upon review, will work with the requesting department head in preparing an ordinance (if required) in the County Board approved format for committee and board presentation.

- The County Board must approve all transfers of budgets between departments or funds by a 2/3<sup>rd</sup> majority vote (14) of the County Board. (Transfers may not be made from certain special purpose funds to other funds).
- Additional (emergency) appropriations must also be approved by a 2/3<sup>rd</sup> majority vote (14) of the County Board.
- Budgetary control over expenditures exists at the object-class-level (character code). Line item transfers between object-class-level (character code) or object codes may be requested by the department and approved by the Chief Financial Officer, provided the total amount appropriated by the County Board for the respective department (org code) is not exceeded.

#### FINANCIAL POLICIES

The following pages include financial policies that have been approved by the County Board. These policies should be considered in addition to the Budget Development Guidelines in completion of budgets.

#### FISCAL YEAR

The County's fiscal year is October 1st through September 30th. (Set by County Board per 55 ILCS 5/6-1-001).

#### ACCOUNTING/ AUDITING

State statutes require an annual audit by independent certified public accountants (55 ILCS 5/6-31003). An Annual Comprehensive Financial Report shall be prepared according to the criteria set by the Government Finance Officers Association (GFOA). The County follows Generally Accepted Accounting Principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB).

#### ACCOUNTING AND FINANCIAL REPORTING POLICIES

The accounting policies of the County of Winnebago, Illinois will conform to generally accepted accounting principles as applicable to governmental units. The accepted standard-setting body for establishing governmental accounting and financial reporting principles is the Governmental Accounting Standards Board (GASB). It shall be the intent of the County to maintain a self-balancing set of accounts on an on-going basis to be closed quarterly. The general ledger will be closed by the Finance department no later than 45 days after month end. The books shall remain open 90 days after the fiscal year end.

It shall be the intent of the County to maintain a program of internal controls to safeguard all assets and ensure effective and efficient use of all assets. It shall be the responsibility of the Finance Director to establish a formal set of "best practice" internal controls. In addition, the County Auditor shall ensure that all departments comply with those controls.

It shall also be the intent for the independent auditor to review the system of internal controls and report any weaknesses detected to the Board as part of the annual audit.

It shall be the intent of the County to utilize fund accounting principles and generally accepted accounting practices in the recording of all financial transactions. The general ledger shall be maintained on a cash basis, with the intent to move to an accrual basis on a quarterly basis. The Finance Committee will be provided with budget versus actual revenue and expenditure reports on a quarterly basis.

It shall be the intent of the County to prepare annually an Annual Comprehensive Financial Report to be presented to the Board no later than 180 days after year-end. The Annual Comprehensive Financial Report should be audited by an independent CPA firm experienced in governmental auditing. It shall be the further intent of the County to present its Annual Comprehensive Financial Report to the Government Finance Officers Association to receive the Certificate of Excellence award in financial reporting. If at any time the County will not receive an unqualified opinion from the CPA firm, the CPA firm and the Finance Director will notify the Board prior to the issuance of the report.

It shall be the intent of the County to maintain a capital asset ledger of all permanent assets acquired. The Finance department will maintain these asset records on an on-going basis to ensure proper controls and report annually regarding these records to the Board. No asset will be considered fixed unless its value or component value exceeds \$12,000 dollars or in the case of infrastructure assets purchased or acquired with an original cost of \$50,000 or more.

Depreciation will be charged on all capital assets. This policy is consistent with the requirements of GASB Statement No. 34. Depreciation will be recorded on a straight-line basis over the normal useful life of the asset.

It shall be the intent of the County to manage all accounts receivable. Accounts receivable are created by operations in certain departments and offices. In general, they arise at the renewal of a permit or license from departments such as Health, River Bluff Nursing Home or Transportation. The department or office that is responsible for the billing is responsible for collections and managing receivables. Consistent with good financial management, each department and office will age their receivables. Departments and Offices shall continue collection efforts.

The Finance department remits vendor payments on a regular schedule twice a month. Vendor payments are released by the County Clerk's office per the defined schedule. Emergency requests for payment are considered on a case-by-case basis. All remittances will be mailed unless there is a business purpose requiring a department to obtain the check at which time a release form will need to be signed.

It is the intent of the County to comply with the modified accrual basis of accounting, in which revenues are recorded when they are both measurable and available. The County considers revenue to be available if they are collected within 60 days of the end of the current fiscal period for property taxes, 180 days of the end of the current fiscal period for certain health department and County reimbursable grants, and 90 days of the end of the current fiscal period for all other amounts.

## GRANTS



The purpose of this policy is to ensure that all grant-funded programs or projects are managed according to the terms set forth in the grant agreement, Winnebago County Grant Administration Policies and Procedures and other applicable County policies and procedures. To inform the County Board of the value of a new grant program, the Board must have full knowledge of the total cost and/or impact of the program and its funding sources. It is a requirement that departments administering grants are familiar with the grant administration policies and procedures; in addition to individual grant requirements.

A grant is an amount of money that a government or other institution gives to an individual or to an organization for a particular purpose.

The following should be considered when applying for, accepting, and/or managing grant awards:

- A new grant is a grant awarded for a purpose that has not been previously supported by grant funding.
- Grant Award Agreement Federal/State/Local compliance requirements.
- If Indirect Costs are allowable, all new grant application budgets should include the County's de minimis indirect cost rate as defined by the federal government. For any grant awards prior to October 1, 2024, departments may utilize the de minimis indirect cost rate in effect at the time of the award and its deliverables. If not included, the explanation shall be included in the Grant Summary Worksheet.
- Departments who apply for grants that require a local match must find the local match within their budgets.
- Departments who apply for new grants must understand the special conditions associated with their funding and inform the County Board of the conditions in the Resolution, prior to approval. Upon Board acceptance and approval, the County Board Administration Staff will log each special condition into the Special Conditions System of Register.
  - The County Board's definition of a conflicting special condition is any special condition of funding (outside of standard state/federal conditions) that may prohibit another department's ability to apply for funding.

Departments will submit a budget amendment for new grant awards to the Chief Financial Officer to amend the respective budget. A 2/3rd vote of all members constituting the County Board is required to amend department budgets to reflect grant revenues and expenses (55 ILCS 5/6-1003).

- Grants will be controlled at the operating budget level based on the County's fiscal year.
- The grant budget will be periodically reviewed by the designated Grant Managers to ensure that the revenues and expenditures are consistent with the grant award's allowable costs.
- Designated Grant Managers will inform Finance Director of identified sub-award/sub-recipients.
- Grants will be reviewed quarterly, as needed, by the Grant Compliance Officer or Finance Director with the Department Head, Elected Official, or designated Grant Managers.

*The Chairman is authorized, on behalf of the County Board to execute the renewal, continuation or modification of any previously awarded grant, without further Board action.*

#### RISK MANAGEMENT

The County has an established program for unemployment, liability and workers compensation. To forecast expenditures, the County considers claims, retention levels, fixed costs, and fund reserves.

#### INVESTMENT POLICY

The County Treasurer is responsible for the investing of all Winnebago County funds (55 ILCS 5/3-11006). It is always prudent for any public unit to have an Investment Policy in place for the purpose of safeguarding funds, equitably distributing the investments, and maximizing income of the governmental unit. The following policy is adopted for the Winnebago County Treasurer's Office.

#### SCOPE OF INVESTMENT POLICY

This Investment Policy applies to the investment activities of all funds under the jurisdiction of the Winnebago County Treasurer. This Investment Policy will also apply to any new funds or temporary funds placed under the jurisdiction of the Winnebago County Treasurer. The Illinois Compiled Statutes will take precedence except where this policy is more restrictive, wherein this policy will take precedence.

#### OBJECTIVES

The purpose of this Investment Policy of the Winnebago County Treasurer is to establish cash management and investment guidelines for the stewardship of public funds under the jurisdiction of the Winnebago County Treasurer. The specific objectives of this investment policy will be as follows:

1. Safety of Principal.
2. Diversity of investment to avoid unreasonable risks.
3. The portfolio shall remain sufficiently liquid to meet all operating costs, which may be reasonably anticipated.
4. The highest interest rate available will always be the objective of this policy, combined with safety of principal. The Winnebago County Treasurer will require full collateralization of any deposits.
5. In maintaining its investment portfolio, the Winnebago County Treasurer shall avoid any transaction that might impair public confidence in the Winnebago County Treasurer's Office.
6. The Winnebago County Treasurer will give consideration to the financial institutions positive community involvement when consideration is given to the financial institution to be used as a depository.
7. All funds will be invested for a period of one day or longer, depending on the requirement for the disbursement of funds.
8. All funds shall be deposited within two working days at prevailing rates or better, in accordance with Illinois Compiled Statutes.

#### RESPONSIBILITY

All investment of funds under the control of the Winnebago County Treasurer is the direct responsibility of the Winnebago County Treasurer. The Winnebago County Treasurer shall be responsible for all transactions and

shall establish a system of controls of the activities of all subordinates who are directly involved in the assistance of such investment activities.

#### PRUDENCE

The standard of prudence to be used by investment officials shall be the "prudent person," and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for any individual securities credit risk or market price changes, provided that deviations from expectation are reported in a timely fashion, and appropriate action is taken to control adverse developments.

#### ACCOUNTING

All investment transactions shall be recorded by the Winnebago County Treasurer or the Winnebago County Treasurer's staff. A report will be generated, at least monthly, listing all active investments, including information regarding securities in portfolio by class or type, book value, interest earned and market value as of report date. This report will be made available to the Winnebago County Board and Winnebago County Treasurer.

#### FINANCIAL INSTITUTIONS

The Winnebago County Treasurer will have the sole responsibility to select which financial institutions will be depositories for Winnebago County Treasurer funds. The Winnebago County Treasurer will take into consideration security, size, location, condition, service, fees and the community relations involvement of the financial institution when choosing a financial institution.

At no time will the Winnebago County Treasurer investments exceed 65% of the financial institution's capital and surplus.

All financial institutions having any type of financial relationships: deposit investments, loans, etc., are required to provide a complete and current "Call Report," required by their appropriate regulatory authority each calendar quarter within 30 days of the "Call" request date.

#### INVESTMENT VEHICLES

The Winnebago County Treasurer will use investments approved for governmental units as set forth in the most current issue of the Illinois Compiled Statutes.

#### COLLATERAL

In order to protect the funds of Winnebago County, it will be a standard practice of the Winnebago County Treasurer to require that all deposits in financial institutions be collateralized. Collateral shall be held under the name of Winnebago County. During the term of the deposit, at least 102% collateralization will be required whenever deposits exceed the insured limits of FDIC. The Winnebago County Treasurer will require a signed

Pledge Agreement between Winnebago County, the Financial Institution, and the Holding Company to be on file at all times.

102% of collateralization of the deposit will be required. Only the following collateral will be accepted:

- U.S. Government direct securities

- Obligations of Federal Instrumentalities
- Obligations of the State of Illinois
- Obligations of the County of Winnebago
- Obligations of municipalities located within the County of Winnebago, subject to acceptance by the Winnebago County Treasurer
- Acceptable Collateral as identified in the Illinois Compiled Statutes for use by the Treasurer of the State of Illinois

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the possible income to be derived.

The above standard is established as the standard for professional responsibility and shall be applied in the context of managing the Winnebago County Treasurer's portfolio, pursuant to the Public Funds Investment Act at 30 Illinois Compiled Statutes 235/2.5 and other provisions included in that Act, along with all other Statutes and Constitutional provisions regarding conflicts of interest and ethical considerations.

#### SECURITY CONTROLS

Only the Winnebago County Treasurer is authorized to establish financial accounts for the office of Winnebago County Treasurer. At all times either the Winnebago County Treasurer, singly or signatories as designated by the Winnebago County Treasurer, should be authorized to sign on financial accounts of the office of the Winnebago County Treasurer.

#### ADOPTION

This investment policy or similar policy has been in effect since January 1, 2022. Last revision March 12, 2022.

# FISCAL YEAR 2026 BUDGET CALENDAR

Budget Task	Date
Chief Financial Officer and Finance Department to review budget process, refine budget requirements, determine budget calendar and prepare preliminary budget guidelines	February 1 <sup>st</sup> to March 1 <sup>st</sup>
Finance Committee to review Budget Calendar	March 6 <sup>th</sup>
Initial forecast of Fiscal Years 2023-2024 and 2024-2025 with preliminary tax levy options to be presented to the Finance Committee	March 6 <sup>th</sup> - April 15 <sup>th</sup>
Finance Committee to approve 2026 Budget Policy & Guidelines	March 20 <sup>th</sup>
County Board to approve 2026 Budget Policy & Guidelines	March 27 <sup>th</sup>
Budget preparation materials are distributed to departments	April 19 <sup>th</sup> - April 30 <sup>th</sup>
Departments to submit all budget documents to the Chief Financial Officer / Finance	May 3 <sup>rd</sup> - May 16 <sup>th</sup>
<u>Finance Department Budget Request Review</u>	<u>May 19 – June 6</u>
Chief Financial Officer and Administrator to review all preliminary budgets with Departments	<u>June 7<sup>th</sup> – June 14<sup>th</sup></u> <u>June 9 – July 3</u>
<u>Recommended budgets are provided to Department Heads/Elected Officials</u>	<u>June 20<sup>th</sup></u>
<u>Budget changes made as needed due to unforeseen items</u>	<u>June 21 – July 18</u>
<u>Review CIP requests</u>	<u>July 1 – July 20</u>
<u>Distribute budgets and sign-off sheets to departments</u>	<u>July 21</u>
<u>Sign-off sheets returned to Finance</u>	<u>July 28</u>
Budget to be reviewed by Chairman, Administrator and Chief Financial Officer	<u>June 20<sup>th</sup> – July 31</u>
<u>Chief Financial Officer/Administrator to present recommended budget to the Committee of the Whole</u>	<u>Aug 8<sup>th</sup> – August 14</u>
Truth in Taxation Hearing (we will schedule a date if needed)	

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<del>Department Heads and Elected Officials sign off sheet on budgets and capital requests—due in the Finance Department</del>	<del>Aug 1<sup>st</sup></del>
Finance Committee to vote on County Budget Ordinance	August 21 <sup>9<sup>th</sup></sup>
County Board to place balanced Proposed Budget on public display	September 4 <sup>5<sup>th</sup></sup>
County Board to adopt the appropriation and tax levy ordinance/budget	September 25 <sup>6<sup>th</sup></sup>

DRAFT

# **ZONING COMMITTEE**

**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
March 27, 2025

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

**PLANNING AND/OR ZONING REQUESTS:**

**TO BE VOTED ON:**

1. Z-05-24 A MAP AMENDMENT TO REZONE 10+- ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE A2, AGRICULTURE-RELATED BUSINESS DISTRICT requested by Dustin Barlett, on behalf of River Bend Seed, LLC, Applicant, represented by Amy Silvestri, Attorney, for the property that is commonly known as 16562 W. Campbell Road, Pecatonica, IL 61063 in Durand Township.  
Part of PIN: 05-32-200-009 C.B. District: 1  
Lesa Rating: NA Consistent W/2030 LRMP – Future Map: YES  
**ZBA RECOMMENDATION: *APPROVAL (7-0)***  
**ZC RECOMMENDATION: *APPROVAL (6-0)***

**TO BE LAID-OVER:**

2. Z-02-25 A MAP AMENDMENT TO REZONE 0.64 +- ACRES FROM THE RR, RURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) TO THE RA, RURAL AGRICULTURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by Nathan Asbury, Property Owner, for the property that is commonly known as 8232 Pueblo Drive, Rockford, IL 61103 in Owen Township.  
Part of PIN: 07-13-176-011 C.B. District: 5  
Lesa Rating: NA Consistent W/2030 LRMP – Future Map: YES  
**ZBA RECOMMENDATION: *APPROVAL (7-0)***  
**ZC RECOMMENDATION: *TBD***
3. Z-03-25 A MAP AMENDMENT TO REZONE 1.71 +- ACRES FROM THE AG, AGRICULTURAL PRIORITY DISTRICT TO THE RR, RURAL RESIDENTIAL DISTRICT (A SUB-DISTRICT OF THE RA DISTRICT) requested by Michael Groves, Property Owner, for the property that is commonly known as 1710 Centerville Road, Rockford, IL 61102 in Rockford Township.  
PINS: 11-29-302-003 and 11-29-302-004 C.B. District: 1  
Lesa Rating: Low Consistent W/2030 LRMP – Future Map: YES  
**ZBA RECOMMENDATION: *APPROVAL (7-0)***  
**ZC RECOMMENDATION: *TBD***
4. ORDINANCE GRANTING SITE APPROVAL FOR A 4 MW COMMERCIAL SOLAR ENERGY FACILITY (AKA A SOLAR FARM) ON A 40.64 +- ACRE SITE COMMONLY KNOWN AS 5151 AUBURN STREET (PINS: 11-17-203-001 & 11-17-203-002 and Part of PIN: 11-17-276-004), ROCKFORD, IL 61101, IN ROCKFORD TOWNSHIP, District 5, requested by Blue Aster Solar, LLC (an indirect subsidiary of Trajectory Energy Partners, LLC), Lessee, represented by James Rodriguez, Attorney and Mack Gapinski, Project Manager.  
**ZBA RECOMMENDATION: *APPROVAL w/ZBA AMENDMENTS (4-3)***  
**ZC RECOMMENDATION: *TBD***



**Attachment**  
**ZONING COMMITTEE**  
**OF THE COUNTY BOARD AGENDA**  
March 27, 2025

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

- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is *tentatively* scheduled for **Wednesday, April 9, 2025**, at 5:30 p.m. in Room 303 of the County Administration Building.
- Chairman, Jim Webster, hereby announces that the next *Zoning Committee (ZC)* meeting is *tentatively* scheduled for **Wednesday, April 23, 2025**, at 5:30 p.m. in Room 303 of the County Administration Building.

# **OPERATIONS & ADMINISTRATIVE COMMITTEE**



# Resolution Executive Summary

## For CIP Projects

**Prepared By:** Purchasing Department for Winnebago County Sheriff's Office  
**Committee Name:** Operations and Administrative Committee  
**Committee Date:** March 20, 2025  
**Board Date:** March 27, 2025  
**Resolution Title:** Resolution Awarding Purchase of Replacement Range Wall for Sheriff's Office Using CIP-PSST 2025 Funds

### Budget Information

<b>Budgeted?</b> YES	<b>Amount Budgeted?</b> \$110,000
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If CIP funded, original Board approved amount?</b> \$105,595	
<b>Over or Under approved amount?</b> UNDER	<b>By:</b> \$4,405
<b>Reason for CIP increase?</b>	
<b>ORG/OBJ/Project Codes:</b> 82200-46320-C2516 <b>Descriptor:</b> CIP 2025-Range Wall	
<b>Budget Impact?</b> \$105,595	

**Background Information:** The Winnebago County Sheriff's Office (WCSO) has requested the purchase of a replacement range wall in the current shooting bay by using CIP PSST 2025 funds. The current range wall was installed in 2007 and is in need of modernization, maintenance and safety updates.

The Purchasing Department and the WCSO reached out for quotes and availability. Three (3) quotes were obtained (See Resolution Exhibit A), with Action Target providing the most cost-effective solution. This solution is a rubber berm trap system engineered to safely capture rounds and provides maximum fire protection. The trap system allows for the metal to be collected and recycled. This eliminates the need for costly maintenance by replacing the block wall and having to dispose of the wall blocks and the hazardous lead imbedded in the them.

The Action Target solution also has a maintenance and cleaning program with range visits to ensure the longevity of the wall and trap system as well as proper disposal of bullets and debris. The Action Target trap range wall solution is a safe, modern and cost effective for the requirements of the ongoing target shooting training needs of our Winnebago County Sheriff's Office. See Resolution Exhibit B for full Action Target Proposal.

**Recommended By:** Sheriff Gary Caruana and Administrative Lieutenant Lucas Wagner

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

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

Sponsored by: Keith McDonald, Committee Chairman

Submitted by: Operations and Administrative Committee

**2025 CR**

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**RESOLUTION AWARDING PURCHASE OF REPLACEMENT RANGE WALL FOR SHERIFF'S OFFICE**  
**USING CIP- PSST 2025 FUNDS**

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

**WHEREAS**, the Winnebago County Sheriff's Office requested the replacement of their Range Wall, using CIP-PSST 2025 funds; and

**WHEREAS**, the item was quoted by multiple vendors and site walk-throughs were also conducted for accuracy; and

**WHEREAS**, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the quotes for the range wall, (Resolution Exhibit A) and recommends awarding the purchase order as follows:

**ACTION TARGET**  
**3411 MOUNTAIN VISTA PARKWAY**  
**PROVO, UT 84606**  
**(See Resolution Exhibit B)**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County will issue, on behalf of the County of Winnebago, Purchase Orders with ACTION TARGET, 3411 MOUNTAIN VISTA PKWY, PROVO, UT 84606 in the dollar amount of (\$105,595.00),

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

Respectfully Submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTESTED BY:

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

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



# WINNEBAGO COUNTY

— ILLINOIS —

## 25NB-2397 QUOTE TAB WCSO - REPLACEMENT RANGE WALL USING CIP PSST 2025 FUNDS

	<b>ACTION TARGET</b> Provo, UT	SAVAGE RANGE SYSTEMS Westfield, MA	THEISSEN TRAINING SYSTEMS Gainesville, FL
Total (Includes: Installation, Equipment & Shipping)	<b>\$105,595</b>	\$136,880	\$115,752

# ACTION TARGET PROPOSAL



# ACTION TARGET PROPOSAL

## Thank You

For allowing Action Target the opportunity to quote your range project. With over 35 years of experience, we appreciate you trusting us to meet the challenges of building your ideal facility.

## Winnebago County Sheriffs

Quotation Number: 149620

Prepared by: Wyatt Davis



3411 Mountain Vista Pkwy, Provo Ut 84606  
ActionTarget.com | 888.377.8033



# PRICING TABLES

COMPLETE SHOOTING RANGE EQUIPMENT PACKAGE		Price
<b>One (1) Shooting Bays</b> -Bay 1, 32' wide  <b>Granulated Rubber Berm Trap</b> -Galvanized steel deck -Containment suitable for handgun and rifle rounds -Class A fire treatment -Patented fin design  <b>Factory Installation (No forklift access, PD will have motorized pallet jack for moving of material.)</b> <b>Shipping</b>  <b>Exclusions; Removal of Block Trap, Permits, Price assumes that existing baffles provide full overhead closure. Prevailing/Union Wages</b>		\$105,595.00
<b>Trusted Partner 3-Year Warranty</b> - Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.		\$0.00
Total		\$105,595.00

# TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE	1/13/25
PROPOSAL VALIDITY	30 days from 1/13/25
PAYMENT TERMS	<ol style="list-style-type: none"><li>1. Schedule of Values</li><li>2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.</li><li>3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal.</li><li>4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.</li></ol>
SHIPPING TERMS	<ol style="list-style-type: none"><li>1. FOB destination: prepaid.</li><li>2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.</li></ol>
DELIVERY & INSTALLATION TERMS	<ol style="list-style-type: none"><li>1. Manufacturing shall take no fewer than 12 weeks.</li><li>2. Full factory installation.</li><li>3. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.</li></ol>
ACTION TARGET RESPONSIBILITIES	<ol style="list-style-type: none"><li>1. Consultation and recommendation of optimal range design.</li><li>2. Design of ranges for complete ballistic containment.</li><li>3. Procurement, engineering, cutting and painting of ballistic steel plate.</li><li>4. Manufacture of targets and control systems.</li><li>5. Provision of sound attenuation material as called out on ATI drawings.</li><li>6. Design, engineering, and supply of HVAC systems provided by ATI. (if applicable to this project)</li></ol>
CONFIDENTIALITY COPYRIGHT & REPRODUCTION	This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.
TERMS & CONDITIONS CLAUSE	This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

**CUSTOMER  
RESPONSIBILITIES**

1. Buyer to verify the ceiling structure within the range is capable of containing any errant type secondary bullet impacts.
  2. All conduit, A.C. wiring, A.C. electrical connections, lighting, and any duct work is specifically excluded from this proposal and scope of work. If conflict with HVAC, plumbing or electrical equipment occurs, it will be the owner's / contractor's responsibility to resolve issues in a timely manner. Any delays from these may require a change order for additional install time.
  3. Engineered stamped drawings for all hanging points, seismic engineering/components and/or ATI provided equipment.
  4. Permits, licenses, special insurance requirements, bonds (when applicable), regulatory costs, or any other special fees unknown at this time.
  5. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
  6. Structural work of any kind, including structural supports, canopies, etc.
  7. Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars to accommodate baffle, trap, target systems, lighting and HVAC equipment weight loads. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
  8. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
  9. Temporary lighting and power (including 3 phase, if necessary).
  10. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind.
  11. 120-volt power to the control panel, control conduits, and dedicated analog phone line to DDC panel, labor to assist ATI's control technician with pulling in all necessary low voltage cable (all control conduits are required to have pull strings installed prior to arrival of ATI's start-up technician), labor and hardware to install DDC control panels in the building and on the roof, dedicated 120-volt circuit to the control pipe and wire for the evaporative cooler section fill and drain valves.
  12. Power and disconnect switches to all equipment per local code and manufacturer's requirements on the equipment, VFDs for the electrical contractor to mount and wire (ATI will only supply low voltage wire connections).
  13. Range lighting controls and wiring. (unless specifically called out in quote)
  14. Gas, water, and drain piping to the ventilation equipment set by ATI;
  15. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
  16. Additional fees related to "customization" of product or work otherwise identified as "custom".
  17. Action Target MUST have temporary internet access at the facility to program HVAC controls. HVAC maintenance personnel must be present for commissioning to learn troubleshooting for post sign-off.
  18. Any other work, materials or equipment that is not expressly included in the ATI Work.
  19. Disposal of construction waste.
  20. Wash area and restroom facilities.
-

# TRUSTED PARTNER WARRANTY™

## 3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

### Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing to product defects.

## CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™
- Line of Fire™

### LEARN MORE

[ActionTarget.com/TrustedPartnerWarranty](https://ActionTarget.com/TrustedPartnerWarranty)





# RUBBER BERM TRAP™

## NOT ALL RUBBER BERM TRAPS ARE BUILT ALIKE

Action Target's Rubber Berm Trap has numerous attributes that set it apart from the competition. For example, the trap is engineered with a uniquely designed galvanized steel frame that holds rubber in place to safely capture rounds. The rubber can also be treated with a flame-resistant formula to provide maximum fire protection.

### Rubber Granules

Action Target's styrene-butadiene rubber granules are available in a variety of sizes and grade options to fit the needs of any range.

### Fire Treatment

Action Target provides optional Flame Lock™ flame-resistant treatment. This gives rubber granules an ASTM-E84 and ASTM-E108-11 Class A rating, which is the industry's best fire rating.

### Self-Supporting Frame

The Rubber Berm Trap is the safest rubber trap available. The self-supporting berm frame is designed to IBC standards.

### Patented Fin Design

The Rubber Berm Trap's patented fin design keeps the rubber at a depth that is safe for shooters and reduces trap maintenance.

### Sidewall Protection

Customers may opt for AR steel sidewalls to prevent bullets from damaging the range walls.

### Integrated Baffles

Optional overhead baffles are available for additional protection of the building structure. Baffles can also be positioned as a hopper feeder for granule distribution.

## LEARN MORE

[ActionTarget.com/RBT](http://ActionTarget.com/RBT)

## FEATURES

- Internal Frame Design
- Industry's Best Fire Rating
- Patented Fin Design
- Clean and Quiet
- Harvested Rubber Granules
- Optional .50 BMG Rating





# AFTERMARKET SERVICES

## TURNKEY CONVENIENCE, COMPLIANCE, AND SAFETY

Managing a range requires a lot of effort and attention to detail. Action Target eliminates much of that effort with our turnkey range solutions, from scheduled maintenance and cleanings to managing metals recycling and compliance documentation, Action Target's services streamline your operations.

### Recycling & Disposal Programs

#### Metals Recycling

Recycling your metals with Action Target is easy and efficient. Simply contact Action Target to schedule a pickup. We will be there within 72 hours, at which time your London Metals Exchange (LME) spot pricing will be locked in.

- **Fast and Convenient Pickup**
- **Simple Brass and Lead Packaging**
- **Best in Class Payment Structure and Loyalty Bonus**
- **10% BONUS for Action Target equipment and services**

#### Range Waste Disposal

Genesis is connected to SmartRange Axis™ range control software through Action Target's cloud network. This allows Action Target to update content remotely, troubleshoot on the fly, and provide expedited customer support.

### Rubber Berm Trap Cleaning

#### Transparent pricing

Action Target uses a simple, transparent, all-inclusive pricing structure based on the size of your trap to give you the best return on your metals. 100% of the metals value belongs to you. Opt for a check or credit at our store with a 10% loyalty discount. Store credit can be applied to Action Target products, services, and range equipment.

#### Proprietary Process

We have developed a proprietary process to clean your rubber berm traps with the safety and profitability of your range in mind.

#### Convenience

This complete turnkey solution integrates with our Metals Recycling and Filter Disposal Programs. We also provide all the necessary containers, pallets, packaging, and other transport materials, simplifying your role in the process.

### Maintenance & Cleaning Programs

#### Range Visits

Action Target works with you to build a plan that determines the appropriate number of annual visits your range requires. These visits include a number of specialized services to keep your range running at peak condition.

#### Range Cleaning

With staff and client safety as our top priority, we provide cleaning services to help you maintain a safe and sanitary range.

#### Range Maintenance

We provide resources to help you maintain your range. From maintenance schedules to operation and maintenance manuals, we ensure you are prepared to properly care for your equipment.

### Action Target Store



#### Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.



#### Target Backers

We stock a variety of backers to fit any target system.



#### Steel Targets

We offer a wide variety of innovative steel targets.



#### Eye and Ear Protection

Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.



#### Firearm Storage and Cleaning

Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.



#### Range Cleaning Products

Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.



#### HVAC Filters

Specifically designed to filter lead and high loading conditions found in indoor firing range applications.

### Customer Support

#### 24/7 Support

Action Target Customer Service is always on call and ready to help with warranty issues, replacement parts, and anything else you need to keep your range running at peak performance. We stand behind our work and we stand behind you.

#### Nation-Wide Representatives

Regionally-located customer service technicians provide fast industry-leading service in all states.

#### Remote Access

Many of our products are remotely-accessible, allowing our team to quickly troubleshoot and provide assistance. This speeds up the maintenance process, ensuring minimum downtime.

#### Inventory

We maintain a parts inventory to minimize service lead times. Additionally, our team works with you to ensure you have the necessary parts on-site to maximize the effectiveness of technician visits.

#### 3-year Warranty

We at Action Target stand behind our products with the industry's best warranty. Our 3 year trusted partner warranty is 3x the protection of industry-standard warranties and 3x the peace of mind for customers.



# Resolution Executive Summary

## For CIP Projects

**Prepared By:** Purchasing Department of behalf of DoIT  
**Committee Name:** Operations & Administrative Committee  
**Committee Date:** March 20, 2025  
**Board Date:** March 27, 2025  
**Resolution Title:** Resolution Awarding Purchase of Palo Alto Firewall Using CIP 2025 Funds

### Budget Information

<b>Budgeted? YES</b>	<b>Amount Budgeted?</b> \$423,688
<b>If not, originally budgeted, explain the funding source?</b>	
<b>If CIP funded, original Board approved amount?</b> \$423,688	
<b>Over or Under approved amount?</b> OVER <b>By:</b> \$71,292	
<b>Reason for CIP increase?</b> N/A	
<b>ORG/OBJ/Project Codes:</b> 44900-43167 <b>Descriptor:</b> CIP 2025 Funds	
<b>Budget Impact?</b> \$494,980	

**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.

After evaluating many vendors in 2019-2020, Palo Alto was selected to provide the County's Next Gen Firewalls. Hardware devices were then purchased, along with 5 years of annual service. WinCo DoIT wishes to remain on the Palo Alto platform, and as this term is coming to an end, we are looking to replace this hardware and purchase another 5 years of service.

In February of 2025, the County Purchasing Department issued IFB 25B-2393 DoIT Palo Alto (Firewall) and two bid submissions were received, with ITSavvy being the lowest responsive bidder (See Resolution Exhibit A).

A third comparison was also obtained and attached for your review (See Resolution Exhibit B).

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

**Follow-Up Steps:** Purchasing will prepare the Purchase Order to ITSavvy.

**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

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**RESOLUTION AWARDING PURCHASE OF PALO ALTO FIREWALL USING CIP 2025 FUNDS**

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

**WHEREAS**, the Purchasing Department went out for bid 25B-2393 DoIT Palo Alto (Firewall) in February to secure the necessary IT equipment to replace Palo Alto hardware and purchase another 5 years of service, as the current term is coming to an end and two 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:

**ITSAVVY**  
**2015 SPRING ROAD, STE. 300**  
**OAK BROOK, ILLINOIS 60523**

**(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 \$494,980, on behalf of the County of Winnebago, to ITSAVVY, 2015 SPRING ROAD, SUITE 300, OAK BROOK, ILLINOIS 60523.

**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**

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KEITH McDONALD, CHAIR

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KEITH McDONALD, CHAIR

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VALERIE HANSERD

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VALERIE HANSERD

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PAUL ARENA

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PAUL ARENA

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JOHN BUTITTA

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JOHN BUTITTA

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JOE HOFFMAN

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JOE HOFFMAN

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JAIME SALGADO

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JAIME SALGADO

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MICHAEL THOMPSON

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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:

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

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



# WINNEBAGO COUNTY

ILLINOIS

## BID TAB

**25B-2393 DoIT PALO ALTO (FIREWALL)**

**BID OPENING - MARCH 6, 2025 @ 2:00 P.M**

VENDORS		ITSAVVY Oak Brook, IL		CDW-G Vernon Hills, IL	
DESCRIPTIONS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PA Security Devices (5 years)	2	\$33,080.76	\$66,161.52	\$48,625.86	\$97,251.72
Global Protect (VPN) subscription (5 years)	2	\$29,775.66	\$59,551.32	\$30,583.78	\$61,167.56
PA Security Subscription (5 years)	2	\$123,259.54	\$246,519.08	\$169,505.30	\$339,010.60
Premium Support (5 years)	2	\$61,373.97	\$122,747.94	\$48,434.79	\$96,869.58
GRAND TOTAL		\$494,979.86		\$594,299.46	



# WINNEBAGO COUNTY

— ILLINOIS —

DATE: January 2, 2025

TO: County Purchasing

FROM: Dan Magers, Chief Information Officer

MEMO: IT Requisitions and Deal Registration

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The purpose of this memorandum is to clarify the Deal Registration process currently used by IT equipment and service manufacturers and resellers.

The resellers for IT products and systems are often Value-Added Resellers, commonly referred to as VARs. Essentially, this means that the reseller includes an engineering team during their engagement with a customer when determining which solution is best for them (as they often reseller a variety of similar solutions). This team helps determine if it is a good fit for the customer's specific scenario (does software A offer a more robust solution than B based on the customers IT environment and needs), and many more evaluation criteria. Since the VAR is spending their time and efforts on this without any fees, the deal registration process came into existence between the vendors and manufacturers: a VAR that engaged with a potential customer for a period of time working on a solution can let the manufacturer know that they are actively engaged with the customer. This prevents two things: 1) a VAR being burned by a bad customer who uses their time and energy on engineering but selecting a different reseller at the last minute, and 2) a unscrupulous reseller sniping business from the VARs that do all of the leg work.

As a result of this system, sometimes we may receive only one response on a bid. Often resellers will see that a deal is registered already for a given project when they engage with the manufacturer, and they will then know that the pricing they receive will be worse than that given to the already registered partner. Because of this, it's essentially a waste of their resources to produce a bid response.

I hope this helps to explain the scenario a bit better. Please let me know if you have any questions.

# Cart Items

EC AMERICA, INC. (GS-35F-0511T)

View more items under this contract

Note  
4-1

Note  
2GIT-1



Mfr: PALO ALTO NETWORKS  
**HW-PAN-PA-3430**  
**PAN-PA-3430**

Get quote on eBuy

Direct Delivery

30 days delivered ARO

Qty

2

\$52,425.94 EA

reduce price

**\$104,851.88**

Note  
4-1

Note  
2GIT-2



Mfr: PALO ALTO NETWORKS

**SUB-PAN-PA-3430-GP-5YR**  
**PAN-PA-3430-GP-5YR**

Get quote on eBay

Direct Delivery

90 days delivered ARO

Qty

2



\$47,188.06 EA

reduce price

**\$94,376.12**

Note  
4-1

Note  
2GIT-3



Mfr: PALO ALTO NETWORKS

**SUB-PAN-PA-3430-BND-CORESEC-5YR**  
**PAN-PA-3430-BND-CORESEC-5YR**

Get quote on eBay

Direct Delivery

90 days delivered ARO

Qty

2



\$176,938.73 EA

reduce price

**\$353,877.47**

Note  
4-1

Note  
2GIT-4

EC America, Inc.  
a subsidiary of  immixGroup

Mfr: PALO ALTO NETWORKS

**HW MNT-PAN-SVC-PREMUSG-3430-5YR**

**PAN-SVC-PREMUSG-3430-5YR**

Get quote on eBuy

Direct Delivery

30 days delivered ARO

Qty

2



\$54,164.13 EA

reduce price

**\$108,328.26**

**Sub Total: \$661,433.73**



## Ordinance Executive Summary

**Prepared By:** Winnebago County State's Attorney's Office

**Committee:** Operations & Administrative Committee

**Committee Date:** March 20, 2025

**Board Meeting Date:** April 10, 2025

**Resolution Title:** An Ordinance Amending Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance)

**County Code:** Chapter 2, Article VI, Division 3

**Budget Information:**

Was item budgeted? N/A	Appropriation Amount: \$0
If not, explain funding source:	
ORG/OBJ/Project Code:	
FY2025 Budget Impact:	

**Background Information:** Due to a recent change in the state statute effective January 1, 2025, Winnebago County needs to amend the Purchasing Ordinance. Those changes refer to state statute, 55 ILCS 5/5-1022, in relation to elected county officials having internal control over their offices, including purchases of equipment and professional services.

Originally, some elected county officials were exempt from the competitive bidding statute and County Purchasing Ordinance. With this new amendment, those offices would be required to follow the competitive bidding statute and Purchasing Ordinance. Those offices include: Auditor, County Clerk, Recorder, State's Attorney, Treasurer. The Coroner and Sheriff were only subject to the competitive bidding statute and the Purchasing Ordinance when purchasing equipment. However, now all of the above offices will be subject to the statute and the Purchasing Ordinance.

Lastly, if the offices under new Section 2-327(a)(2)(a) of the Purchasing Ordinance [Courts, Public Defender, ROE and Circuit Clerk] chooses to make any purchase with the assistance of the Purchasing Department, they'll be required to comply with the Purchasing Ordinance. See attached amended ordinance for your review.

**Recommendation:** States Attorney's Office and County Administration recommends approval

**Contract/Agreement:** N/A

**Legal Review:** Yes.

**Follow-Up:** N/A

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

2025 CO \_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 3  
OF THE WINNEBAGO COUNTY CODE OF ORDINANCES  
(PURCHASING ORDINANCE)**

**WHEREAS**, Chapter 2 of the Winnebago County Code of Ordinances, Article VI, Division 3, sets forth various criteria for Centralized Purchasing (hereinafter “the Purchasing Ordinance”); and

**WHEREAS**, the General Assembly recently passed legislation which amended the Counties Code in regard to the applicability of competitive bidding requirements; and

**WHEREAS**, specifically, Public Act 103-865, effective January 1, 2025, amended the competitive bidding statute [55 ILCS 5/5-1022] of the Counties Code, by inserting language that makes clear that elected officials, including those who have internal control over their respective offices, must adhere to the competitive bidding statute; and

**WHEREAS**, the Purchasing Ordinance conflicts with the new amendatory language; and

**WHEREAS**, since the amendment to 55 ILCS 5/5-1022 specifies that elected officials, including those who have internal control over their respective offices, must adhere to the state competitive bidding statute, the Winnebago County Board finds that it is in the best interests of the County to amend its Purchasing Ordinance so that it applies in equal measure to said elected officials; and

**WHEREAS**, the County Board finds that amending its Purchasing Ordinance to include the County’s elected officials, including those who have internal control over their respective offices, is consistent with the goal of fiscal accountability to the public and will mitigate against the risk of any potential inadvertent violation of the competitive bidding statute; and

**WHEREAS**, the County Board does not intend for the scope of its Purchasing Ordinance to include the following offices, subject to further consideration and potential modification—Courts, Public Defender, Clerk of Circuit Court, and Regional Office of Education—except in such situations wherein one of the aforementioned offices elects to utilize the County’s purchasing department to facilitate a particular purchase, in which event said office shall be bound to comply with the Purchasing Ordinance; and



**WHEREAS**, while unrelated to the amendment in Public Act 103-865, it has been noted that additional language in Section 2-327(a)(2) should be modified to clarify that if any section of the Ordinance conflicts with state or federal law or regulation, then the state or federal law or regulation shall prevail; and

**WHEREAS**, while also unrelated to the amendment in Public Act 103-865, it has been noted that additional language in Section 2-327(a)(2) should be added to clarify that the Ordinance does not apply to the procurement of legal services; and

**WHEREAS**, the County Board wishes to amend Section 2-327 (a)(2), Section 2-327(a)(2)(a-c), and Section 2-359(e) of Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances for the aforementioned reasons.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Board of the County of Winnebago, Illinois, that Chapter 2, Article VI, Division 3, Section 2-327(a)(2), Section 2-327(a)(2)(a-c), & Section 2-359(e) of the Winnebago County Code of Ordinances be amended as follows:

### **DIVISION 3. - CENTRALIZED PURCHASING SYSTEM**

#### **Sec. 2-326.- Short title.**

This division may be cited as the “Purchasing Ordinance of Winnebago County.”

#### **Sec. 2-327. - General provisions.**

##### *(a) Policies and procedures.*

- (1) *Purpose.* The underlying purpose and policies of this division are to manage the procurement process in accordance with state statutes and federal rules and regulations; spend taxpayer money wisely and fairly; encourage fair and equitable treatment through broad-based competition; protect against fraud, favoritism, extravagance and corruption; obtain the best commodities and services at the lowest price practicable; make purchases which are in the best interest of the county; provide safeguards for the maintenance of a procurement system of quality and integrity; and meet the needs of the County of Winnebago, Illinois through continuous improvement of purchasing systems and procedures. To the extent permitted by law, the county will promote economic development by encouraging the participation of Winnebago County businesses, by providing equal opportunity for minority and women-owned businesses, and for veterans, and by applying environmentally sound practices in the procurement process.
- (2) *Applicability.* The purchasing ordinance is applicable to the procurement of materials, services, supplies, equipment, construction, construction related services and professional services, except for the procurement of legal services, or other certain professional services that are as defined in section 2-357, or as specified below. ~~by the county board except as specified below.~~ These provisions shall apply to all expenditures of public funds by the County and its elected officials a county department for purchasing regardless of its source, except where in conflict with federal or state law or regulation, in which event said federal or state law or regulation shall prevail. ~~as otherwise provided by federal or state law, regulations, County of Winnebago~~

~~Ordinance or county administrative policy.~~ Procurements involving federal or state assistance will be conducted in accordance with any applicable mandatory state and/or federal law, rules or regulation or grant.

~~a. The following elected county officials have internal control over their offices, and therefore, are not subject to the county competitive bidding statute or purchasing ordinance:~~

- ~~1. Auditor 55 ILCS 5/3-1004.~~
- ~~2. County clerk 55 ILCS 5/3-2003.2.~~
- ~~3. Recorder 55 ILCS 5/3-5005.2.~~
- ~~4. State's attorney 55 ILCS 5/3-9005.~~
- ~~5. Treasurer 55 ILCS 5/3-10005.~~

~~b. The following elected county offices have internal control over their offices except for purchases of equipment:~~

- ~~1. Coroner 55 ILCS 5/3-3003.~~
- ~~2. Sheriff 55 ILCS 5/3-6018.~~

~~a.e.~~ The following offices are not subject to this ~~the county competitive bidding statute or~~ purchasing ordinance.

1. Courts.
2. Public defender.
3. Regional office of education.
4. Clerk of circuit court.

Irrespective of the foregoing exemptions, if an elected official or county agency listed in this Section 2-327(a)(2)(a) who is not otherwise required to comply with this Chapter chooses to make any purchase with the assistance of the Purchasing Department, this Purchasing Ordinance shall apply.

- d. The county engineer shall be required to procure services, materials and equipment for road and bridge construction, maintenance, engineering, land acquisition and such other technical supplies, services and engineering equipment necessary to meet the operational obligations of the county engineer, as set forth in the Illinois Compiled Statutes.
- e. Nothing in this division shall prevent any county department from complying with the terms and conditions of any grant, gift, bequest, or cooperative purchasing agreement that is otherwise consistent with law and this policy.
- f. Purchasing records required under this Section shall be maintained by any county department to which procurement authority has been delegated and a copy of all such records, as appropriate, shall be provided to the purchasing department upon request.

- (3) *Public access to procurement information.* Procurement information shall be a public record as defined by the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

- (4) *Requirement of good faith.* This division requires all parties involved in the negotiation, performance, or administration of county contracts to act in good faith.
- (5) *Property rights.* Receipt of an invitation for bid (IFB), request for proposal (RFP) or other procurement document or submission of any response thereto, or other offer, confers no right to receive an award or contract, nor does it obligate the county in any manner.
- (6) *Singular-plural gender rules.* Words in the singular number include the plural, and those in the plural include the singular. Words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

#### **Sec. 2-334. - Purchasing department duties.**

The purchasing department shall work cooperatively with all departments [and elected officials](#) in making determinations relative to the purchase of goods and supplies, equipment, services, construction, and professional services. In accordance with this division and subject to the direction of the County of Winnebago Board, the county board chairman, and the county administrator, and applicable provisions of state law, the purchasing department shall:

- (1) Procure or supervise the purchasing of materials, services, supplies, equipment, construction, construction related services and professional services required by the county with the exception of policies as determined by IDOT for the highway department.
- (2) Be forwarded suggested specifications for goods and supplies, equipment, services, construction, and professional services from county departments. The purchasing department shall finalize, issue, revise, maintain, and monitor the use of specifications required by the county except for specifications for any public work involving professional engineering shall be prepared by a professional engineer.
- (3) Obtain specifications for construction and maintenance of highways, bridges and culverts, which shall be prepared by the county engineer. All specifications, including those prepared for the county by architects, engineers, designers and draftsmen, shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the county's needs, and shall not be unduly restrictive.
- (4) Execute contracts and purchase orders solicited through open competition for materials, equipment, services, supplies, construction, and construction related services and professional services required by the county.

- (5) Establish and maintain procedures for contract execution and administration, specification development, inspection and acceptance, in cooperation with the county departments using the materials, supplies, services, equipment, construction, construction related services and professional services.
- (6) Make written determinations as required by this division, specifying the facts supporting the determination, for retention in the permanent contract file.
- (7) Obtain expert advice and assistance from personnel of county departments in development of specifications.
- (8) Exercise supervision over inventories of goods belonging to the county.
- (9) Sell, trade, transfer, or otherwise dispose of surplus county property and equipment.
- (10) Review county departments' evaluation of their vendor's performance in order to determine potential suitability for future use by the county.

**Sec. 2-336. - Procedural rules and regulations.**

- (a) *Purchasing regulation and operational procedures.* Consistent with this division, in conjunction with the approval of the county board chairman and the county administrator, the director of purchasing may adopt operational procedures, which relate to the execution of his/her duties. All such operational procedures shall be made available for public inspection.

As a matter of accounting procedure to ensure the county has accurate real time accounting records, department heads are required to use the purchasing module of the county's finance system for requisitioning materials, supplies, equipment, services, construction, construction related services and professional services, in order for the purchasing department to issue purchase orders for these transactions.

- (b) *Purchasing determinations.* The director of purchasing shall work cooperatively with all departments [and elected officials](#) in making determinations relative to the purchase of good and services, equipment, services, construction and professional services. No department, office, agency, officer or employee of the county shall be empowered to execute any purchase order, change order, agreement or contract except as authorized by this ordinance.
- (c) *Specific delegation—Highway department.* The procurements as set forth below by the county's highway department need not be processed by the director of purchasing, however the highway department shall be subject to the requirements

of this division and the regulations promulgated hereunder in making these procurements. However, federal, state, and IDOT procedures/requirements, and the Winnebago County Highway Department Policy for the Consultant Qualification Based Selection (QBS) Process shall have preeminence. Road and bridge construction, construction related services, engineering services, land acquisition, appraisal services, roadway materials and technical services necessary to meet the operational requirements of the county engineer.

- (d) *Purchasing records.* All records relating to a purchase shall be maintained by the county department to which procurement authority has been delegated and a copy of all such records shall be provided to the purchasing department upon selection of a vendor.

## **Sec. 2-359. - Appeals and remedies.**

- (a) *Bid protests.*

- (1) Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the director of purchasing. Any protest must be submitted in writing within five (5) business days from the issuance of the solicitation, addendum, and notice of award or other decision by the purchasing department.
- (2) In the event of a timely protest under this section, the director of purchasing after consulting with the state's attorney shall determine whether it is in the best interests of the county to proceed with the solicitation or award of the contract.
- (3) When a protest is sustained and the protesting bidder should have been awarded the contract under the solicitation but is not, then the protesting bidder shall be entitled only to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

- (b) *Contract claims.* All claims by a contractor against the county relating to a contract, except bid protests, shall be submitted in writing to the director of purchasing. The contractor may request a conference with the director of purchasing on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

- (c) *Authority to settle bid protests and contract claims.*

- (1) The director of purchasing, after consultation with the state's attorney, is authorized to settle any procedural protest regarding the solicitation or award of a county contract prior to an appeal to the county board, or any committee thereof. The director of purchasing, after consulting with the state's attorney, is authorized to make recommendations on the settlement of any monetary claim to the appropriate committee of the county board for their consideration.
- (2) If the protest or claim is not resolved by a mutual agreement, the director of purchasing shall promptly issue a decision in writing, and it shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the

decision reached, and shall inform the contractor of its appeal rights. The director of purchasing's decision shall be final and conclusive unless, within five business days from the date of receipt of the decision, the county board chairman receives a written appeal from the contractor.

- (3) If the director of purchasing does not issue a written decision regarding any protest or claim within ten business days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.
- (d) *Appeal process.* Any actual or prospective bidder or contractor may appeal a decision of the director of purchasing regarding bid protests or contract claims to the county board chairman. The director of purchasing's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision the county board chairman receives a written appeal regarding the director of purchasing's decision. The county board chairman shall, in writing, render a decision within ten (10) business days. The decision of the county board chairman is final.
- ~~(e) *Elected county officials.* Decisions and determinations made under this Section are subject to the review and approval of elected county officials as provided by state law.~~

Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

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

2025 CR \_\_\_\_\_

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

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**RESOLUTION AMENDING THE COUNTY ADMINISTRATOR EMPLOYMENT  
AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS  
AND PATRICK J. THOMPSON**

---

**WHEREAS**, pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, the County Administrator shall be appointed by the Winnebago County Board of the County of Winnebago, Illinois (hereinafter referred to as the “Board”) upon recommendation of the Board’s Operations and Administrative Committee; and

**WHEREAS**, the County of Winnebago, Illinois entered into an employment agreement (“Agreement”) with Patrick J. Thompson to act and perform the duties of Winnebago County Administrator since August 2020; and

**WHEREAS**, it is the desire of the Board to amend the Agreement, which includes an additional three (3) year term, ending August 24, 2028; and

**WHEREAS**, amendments to the Agreement were negotiated between the parties, said Agreement attached hereto as “Exhibit A.”

**THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that Joseph V. Chiarelli, Winnebago County Board Chairman, is authorized and directed to, enter into the Amended County Administrator Employment Agreement between the County of Winnebago, Illinois and Patrick J. Thompson, a copy of which is attached hereto and incorporated herein as “Exhibit A.”

**BE IT FURTHER RESOLVED**, that the Amended County Administrator Employment Agreement between the County of Winnebago, Illinois and Patrick J. Thompson entered into by Joseph V. Chiarelli, Winnebago County Board Chairman pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Amended County Administrator Employment Agreement between the County of Winnebago, Illinois and Patrick J. Thompson, which is attached to this Resolution as “Exhibit A.”



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

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Winnebago County Finance Director and County Administrator Patrick J. Thompson.

Respectfully submitted,  
**OPERATIONS AND ADMINISTRATIVE COMMITTEE**

**AGREE**

**DISAGREE**

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

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

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

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

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

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

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John Butitta

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John Butitta

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

ATTEST:

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

**AMENDED COUNTY ADMINISTRATOR EMPLOYMENT AGREEMENT  
BETWEEN THE COUNTY OF WINNEBAGO, ILLINOIS  
AND PATRICK J. THOMPSON**

This Amended County Administrator Employment Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 202~~5~~<sup>2</sup>, by and between the County of Winnebago, Illinois ("Employer") and Patrick J. Thompson ("Employee").

**WHEREAS**, the Employer desires to continue to employ Employee to act as and perform the duties of County Administrator during the period set forth herein (hereinafter referred to as "County Administrator"); and

**WHEREAS**, Employee is agreeable to act and perform the duties of County Administrator under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**SECTION I. TERM**

Subject to the provisions for resignation or termination as hereinafter provided in Section X. of this Agreement, the term of this Agreement shall be for the period from August 24, 2025 to August 24, 202~~5~~<sup>5</sup>. This Agreement may be renewed by the parties for an additional term. ~~If the parties desire to negotiate for an additional term, said negotiations for the terms of a successor Agreement may commence September 1, 2024, but no later than March 1, 2025.~~ However, nothing in this Agreement shall prevent, limit or otherwise interfere with rights of the Winnebago County Board (hereinafter referred to as the "Board") under Article III, Division 2, Section 2-123 of the Winnebago County Code to dismiss the Employee or the right of the Employee to resign, both subject to the applicable provisions of this Agreement.

**SECTION II. DUTIES**

The Employee is hereby retained as County Administrator for the Employer. The Employee's primary function is to perform the functions and duties as specified in Article III, Division 2, Section 2-124 of the Winnebago County Code and to perform such other legally permissible and proper duties and functions as the Board shall from time to time assign. The Employee shall be considered an exempt employee for purposes of the Fair Labor Standards Act, and shall not be paid compensatory time.

**SECTION III. COMPENSATION**

Effective September 1, 2025, Employer agrees to pay Employee for his services under this Agreement an annual salary of \$180,000 ~~\$170,000.00~~, payable on a regular basis in accordance with Employer's payroll procedures and subject to all appropriate federal, state, and other applicable withholdings. In the remaining two years of this contract, on September 1<sup>st</sup>, the Employee's salary will increase by the July CPI-U annual rate, not to exceed 3%. Subject to the provision of Section V. of this Agreement, as hereinafter provided, additional increases, if any, in

Employee's salary for merit shall be determined by the Board based on the Employee's annual performance evaluation.

#### SECTION IV. EMPLOYEE BENEFITS

Until such time as this Agreement is terminated by either party, in accordance with provisions for resignation or termination hereinafter provided, the Employer shall:

A. Insurance: Provide health, dental and life insurance for the Employee and for the Employee's dependents in the same manner and at the same level to that which is provided by the Employer to other non-union Winnebago County, Illinois ("County") employees, such that the Employee shall pay the County employee portion of said insurances.

B. Tax and retirement contributions: Make FICA, Medicare and Illinois Municipal Retirement Fund (IMRF) contributions, as required by law, for the benefit of the Employee.

C. Vacation, Sick Days, Personal Days and Holidays: Provide the Employee with paid time off benefits for vacation days, sick days, personal days and holidays as established in the County's personnel manual for non-union County employees. ~~Upon execution of this Agreement by the parties, the Employee shall be credited with ten (10) additional days of paid time off for vacation.~~ Beginning on August 25th, 202~~5~~<sup>2</sup>, and each year thereafter on August 25th, the Employee shall be able to accrue an annual allotment of thirty (30) days of paid time off for vacation each year. Said annual allotment of thirty (30) days of paid time off for vacation shall be accrued during the course of the full one year, with said thirty (30) vacation days accrued in the same manner as described in the County's personnel manual for non-union County employees.

D. Retirement: The IMRF shall constitute the sole Employer-provided retirement plan for the Employee. The Employer agrees to contribute to the plan each year on behalf of the Employee the amount required by the IMRF for employer contributions, on a percentage basis commensurate with those of other employees of the Employer participating in the IMRF. The Employee shall be responsible for paying the employee portion of contributions for IMRF as is paid by all County employees.

#### SECTION V. PERFORMANCE EVALUATION

The Board recognizes for the Employee to respond to the Board's needs and to grow in the performance of the County Administrator's job, the Employee needs to know how the Board members evaluate the Employee's performance. To assure the Employee gets this feedback, the Board shall conduct an evaluation of the Employee's performance at least once a year, and/or when it deems necessary to discuss any concerns or direction in performance. The Board and Employee shall jointly define goals and performance objectives which they deem necessary for the proper operation of the County and shall establish the relative priority among the various goals and objectives. The Employee agrees to comply with all policies of the County governing the Conduct of its employees.

#### SECTION VI. TRANSPORTATION

Employee will be expected to travel for work-related trips and will receive an automobile allowance of \$200.00/month. There shall be an annual adjustment to the Transportation Allowance to reflect increases in the U.S. Department of Labor Consumer Price Index for All Urban Consumers ("CPI"). In addition, Employee is permitted to utilize County vehicles, consistent with County policy, for longer distance trips as appropriate. Employee will be ineligible to receive reimbursement for mileage.

## SECTION VII. PROFESSIONAL DUES AND DEVELOPMENT

Employee agrees to maintain his professional standing in state, regional, and national groups related to County government. Employer agrees to pay Employee's dues for the Illinois City/County Management Association and the International City Management Association (ICMA). Employee may attend one National Association of Counties (NACo)/National Association of County Administrators (NACA) Conference and/or one ICMA Conference each year paid by the County; however, prior approval by the County Board for participation and payment shall be required.

## SECTION VIII. DUTY OF LOYALTY

Employee shall act at all times in the best interests of Employer. Employee shall devote full time to the duties and responsibilities of the position and shall engage in no pursuit which interferes with them.

## SECTION IX. TERMINATION AND SEVERANCE PAY

Notwithstanding anything contained herein to the contrary, this Agreement may be terminated as follows:

A. Voluntary Resignation – The Employee, upon thirty (30) days prior written notice to the Board, may resign from his position of employment as County Administrator. Said notice requirement may be waived by Employer at its sole discretion. The Employee, upon resignation, shall be entitled for payment for unused vacation time accrued at the date of his resignation. In the event the Employee voluntarily resigns as County Administrator, the Employee shall receive no severance pay unless otherwise agreed to by a majority of the Board. However, any severance pay shall not exceed twenty (20) weeks of the Employee's salary at his then base rate.

B. Mutual Agreement of the County Administrator and the County – This Agreement may be terminated by mutual agreement of the Employee and the Employer, in which case the Employee shall receive no severance pay unless otherwise agreed to by a majority of the Board. However, any severance pay shall not exceed twenty (20) weeks of the Employee's salary at his then base rate. The Employee shall be entitled for payment for unused vacation time accrued at the date of the agreement of termination.

C. Termination by the County. Pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, or as subsequently amended, the Board may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s). The Board's right to terminate the Employee pursuant to this Section X. (C), shall not be subject to or in any way limited by past Board practices related to the employment, discipline or termination of the County's

employees. Notwithstanding all the provisions of Section X. of this Agreement, the Employee remains an at-will employee.

D. Termination by the County with Cause – Pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, or as subsequently amended, the Board may remove the Employee and terminate this Agreement at any time for cause, which for purposes of this Agreement shall be a material breach of this Agreement and/or for “misconduct,” as defined in Illinois’ Government Severance Pay Act, 5 ILCS 415/5.

In the event this Agreement is terminated by a majority of the Board at any time due to a material breach of this Agreement and/or the Employee’s “misconduct” as defined in Illinois’ Government Severance Pay Act, 5 ILCS 415/5, per section 10 of said Act, 5 ILCS 415/10, the Employer is prohibited from paying the Employee any severance pay, and the Employee shall be entitled only to payment of unused vacation time, and compensation, which has accrued at the date of termination.

E. Termination by the County without Cause - Pursuant to Article III, Division 2, Section 2-123 of the Winnebago County Code, or as subsequently amended, the Board may terminate the Employee without cause but rather based upon management reasons such as implementing the County’s goals or policies, including but not limited to incompatibility of management styles. In the event the Employee is terminated without cause, and the Employee does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim or suit, the Employer shall pay the Employee severance pay not to exceed twenty (20) weeks of his salary at his then base salary pay rate. Said twenty (20) weeks of severance pay is the maximum allowed under Illinois’ Government Severance Pay Act, 5 ILCS 415/10. The Employee and the Employee’s dependents shall be provided health, dental and life insurance during said twenty (20) week period at the same level to that which is provided by the Employer to other non-union Winnebago County, Illinois (“County”) employees, such that the Employee shall pay the County employee portion of said insurances during said twenty (20) week severance pay period. In addition, the Employee shall receive payment for his unused vacation time, and compensation, which has accrued at the date of termination.

## SECTION X. GENERAL PROVISIONS

- A. This Agreement constitutes the entire understanding of the parties and supersedes all prior arrangements or understandings, whether written or oral, with respect to it.
- B. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised part of this Agreement.
- C. This Agreement cannot be amended or modified except by a written amendment or written modification signed by both parties.
- D. This Agreement is not assignable or transferrable by either party.

- E. For purposes of enforcement of the promises and covenants of this Agreement, Employee agrees to submit to the jurisdiction of any federal or state court located in Winnebago County, Illinois, selected by the Employer.
- F. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the parties.

#### SECTION XI. NOTICES

All notices required under this Agreement shall be in writing and delivered either sent by Certified Mail, Return Receipt Requested, or personally served in the same manner as is applicable to civil judicial practice. Notice shall be given to the following addresses until written notice to the contrary is given:

To the Board and Employee:  
Winnebago County Administration Building  
404 Elm Street, 5<sup>th</sup> floor  
Rockford, Illinois 61101

IN WITNESS WHEREOF, the Employer and the Employee have signed and executed this Agreement, both in duplicate, on the day and year first above written.

---

Patrick J. Thompson  
"Employee"

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

ATTEST:

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

# **PUBLIC WORKS COMMITTEE**





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, March 18, 2025

**Resolution Title:**

**(25-013)** Resolution Authorizing an Engineering Agreement with Willett Hofmann & Associates, Inc. to Provide Structural and Hydraulic Engineering Services for Roscoe Road Improvements and for Appropriating MFT Funds (Section 23-00719-00-SP)

**Board Meeting Date:** Thursday, March 27, 2025

**Budget Information:**

<b>Was item budgeted</b>	yes	<b>Appropriation Amount:</b> \$ 73,360
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	464-46331	<b>Budget Impact:</b> \$ 73,360

**Background Information:** Federal HSIP (safety) funds for construction, in the amount of \$1,109,520, were allocated for improvements to Roscoe Road from Old River Road to the Rock River. Highway Department staff is doing the design engineering for this project. This agreement is for structural engineering to extend a box culvert, and for hydraulic engineering to prepare a no-rise certification of the Rock River due a left turn lane being planned on Roscoe Rd at Gleasman Rd.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:** To be sent to IDOT for approval of the MFT appropriation.

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING AN ENGINEERING AGREEMENT WITH  
WILLETT HOFMANN & ASSOCIATES, INC. TO PROVIDE STRUCTURAL AND  
HYDRAULIC ENGINEERING SERVICES FOR ROSCOE ROAD IMPROVEMENTS  
AND FOR APPROPRIATING MFT FUNDS  
(SECTION: 23-00719-00-SP)**

**WHEREAS** the Winnebago County Highway Department has received some \$1,109,520 from the Highway Safety Improvement Program (HSIP) fund to perform safety related improvements on Roscoe Road from Old River Road to the Roscoe Road Bridge over the Rock River; and

**WHEREAS**, Highway Department staff is preparing engineering plans for said improvements, but it needs structural and hydraulic engineering expertise for some of the required work; and

**WHEREAS** Willett, Hofmann & Associates, Inc. has agreed to provide structural engineering services to extend a box culvert (SN 101-5041) on Roscoe Road over an unnamed creek, and to prepare a No Rise Certification of the Rock River for a not to exceed price of \$73,360.00 as set forth in the attached Local Public Agency Engineering Services Agreement (AGREEMENT); and

**WHEREAS** it would be in the public interest to enter into the attached Local Public Agency Engineering Services Agreement (AGREEMENT) to provide structural and hydraulic engineering services to extend box culvert SN 101-5041 on Roscoe Road over an unnamed creek, and to prepare a No Rise Certification of the Rock River for a not to exceed price of \$73,360.00; and that the sum of \$73,360.00 will need to be appropriated from the County's Motor Fuel Tax fund to pay for this work.

**NOW THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois; that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago the attached Local Public Agency Engineering Services Agreement with Willett, Hofmann & Associates, Inc. at a not to exceed price of \$73,360.00 and that the sum of seventy-three thousand three-hundred-sixty dollars (\$73,360.00) is hereby appropriated via IDOT form BLR 09110 both in substantially the form attached hereto under Section 23-00719-00-SP; and

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

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

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

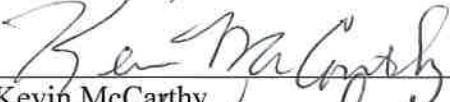
Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

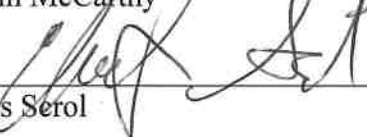
DISAGREE

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

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

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

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

  
\_\_\_\_\_  
Chris Serol

\_\_\_\_\_  
Chris Serol

\_\_\_\_\_  
Ray Thompson  
  
\_\_\_\_\_  
Jim Webster

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

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

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

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

ATTEST:

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



## Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT PE** Agreement Type **Original**

### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Winnebago County	Winnebago	23-00719-00-SP	WHA#1073D25
Project Number	Contact Name	Phone Number	Email
	Carlos Molina, PE	(815) 319-4031	cmolina@hwy.wincoil.gov

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Roscoe Road	FAU 9884	0.01	101-5041
Location Termini			
At structure carrying Roscoe Road over an unnamed creek at AT CM&STP RR.			
<div>Add Location</div> <div>Remove Location</div>			

Project Description **101-5041**  
Engineering services for the widening of ~~SN 101-3071~~. Also included is a no-rise hydraulic study for fill placement in the Floodway at Gleasman Road.

Engineering Funding ☒ MFT/TBP ☐ State ☒ Other **Local**  
Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☐ State ☒ Other **Local**

### AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

### CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Willett, Hofmann & Associates, Inc.	Brian Converse	(815) 284-3381	bconverse@willetthofmann.com
Address	City	State	Zip Code
809 E. 2nd Street	Dixon	IL	61021

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

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

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

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

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

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

### I. THE ENGINEER AGREES,

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

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

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

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.



4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

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

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

#### AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Willett, Hofmann & Associates, Inc.	36-2600957	\$73,360.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$73,360.00
Total for all work		\$73,360.00



### AGREEMENT SIGNATURES

Executed by the LPA:

		Local Public Agency Type	Local Public Agency
Attest:	The	County	of Winnebago County
By (Signature & Date)		By (Signature & Date)	
<div></div>		<div></div>	
Local Public Agency	Local Public Agency Type	Title	
Winnebago County	County	Clerk	
		<div></div>	

(SEAL)

Executed by the ENGINEER:

	Prime Consultant (Firm) Name
Attest:	Willett, Hofmann & Associates, Inc.

By (Signature & Date)	By (Signature & Date) & ASSOCIATES
<div><i>Brian K. Conner</i> 01/28/2025</div>	<div><i>Thomas W. Hoffmann</i> 1/28/25</div>
Title	Title
President & General Manager	Secretary / Vice-President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)
<div></div>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett, Hofmann & Associates,	Winnebago	23-00719-00-SP

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Administration & Project Management  
Topo Survey as required for hydraulics  
Download & Tin Model Cleanup  
Gen. Project Coordination, Meetings  
Hydrologic & Hydraulic Calculations  
Preliminary Br. Design & Hydraulic Report  
Bridge Condition Report  
Structural Design for Culvert Widening  
Structural Plans  
SOQ, Schedule, Quantity Calcs & Check  
QA/QC  
Field Checks  
Shop Drawing Review  
As-Built AASHTO Load Rating

Environmental, Wetland, Biological, or Geotechnical Studies, if required, shall be completed by others or under a supplemental agreement.

Assumes utilization of existing soil borings for this design.

Public Involvement Meetings not required by WHA.

Roadway, drainage studies, and full plans by the County.

Structure Hydraulic and No-rise Certification Calculations assume IDOT/IDNR review with no appreciable backwater effects from the culvert or the roadway fill. Detailed channel or floodplain studies required by IDNR shall be completed under a supplemental agreement.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett, Hofmann & Associates,	Winnebago	23-00719-00-SP

**EXHIBIT B  
PROJECT SCHEDULE**

Start Date: 3/01/2025  
End Date: 2/28/2026

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Winnebago County	Willett, Hofmann & Associates,	Winnebago	23-00719-00-SP

**Exhibit C**  
**Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

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

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





Illinois Department  
of Transportation

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

Local Public Agency	County	Section Number
Winnebago County Highway Department	Winnebago	23-00719-00-SP
Prime Consultant (Firm) Name	Prepared By	Date
Willett, Hofmann and Associates	S. Brown	5/29/2024
Consultant / Subconsultant Name	Job Number	
Willett, Hofmann & Associates, Inc.	WHA#1073D25	

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

Remarks

PH1 and PH2 Engineering services for the widening of SN 101-5041. Also included is a no-rise hydraulic study for fill placement in the Floodway at Gleasman Road.

PAYROLL ESCALATION TABLE

CONTRACT TERM	12 MONTHS	OVERHEAD RATE	167.22%
START DATE	3/1/2025	COMPLEXITY FACTOR	0
RAISE DATE	4/1/2025	% OF RAISE	2.00%
END DATE	2/28/2026		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/1/2025	4/1/2025	1	8.33%
1	4/2/2025	3/1/2026	11	93.50%

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

Winnebago County Highway Department

Winnebago

23-00719-00-SP

**Consultant / Subconsultant Name****Job Number**

Willett, Hofmann &amp; Associates, Inc.

WHA#1073D25

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.83%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
President & General Manager	\$94.08	\$86.00
Principal Engineering Manager	\$70.30	\$71.59
Engineering Manager	\$67.01	\$68.24
Civil Engineer IV	\$54.41	\$55.41
Civil Engineer III	\$47.77	\$48.65
Civil Engineering Intern II	\$39.15	\$39.87
Civil Engineering Intern I	\$35.58	\$36.23
Engineering Intern	\$22.99	\$23.41
Principal Professional Land Surveyor Manager	\$61.99	\$63.13
PLS Manager	\$53.12	\$54.09
PLS IV	\$56.18	\$57.21
PLS III	\$38.81	\$39.52
PLS (SIT) II	\$32.00	\$32.59
PLS (SIT) I	\$28.00	\$28.51
Survey Technician II	\$28.11	\$28.63
Survey Technician I	\$25.00	\$25.46
Survey Worker Foreman	\$32.82	\$33.42
Survey Worker	\$20.00	\$20.37
Survey Worker Intern	\$16.00	\$16.29
Technician IV	\$38.97	\$39.68
Technician III	\$36.93	\$37.61
Technician II	\$27.64	\$28.15
Technician I	\$24.72	\$25.17
Administrative Assistant	\$22.27	\$22.68
Principal Architectural Manager	\$63.18	\$64.34
Architect Manager	\$61.27	\$62.39
Architectural Intern I	\$20.99	\$21.37

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Winnebago County Highway Department	Winnebago	23-00719-00-SP
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Willett, Hofmann & Associates, Inc.		WHA#1073D25

## SUBCONSULTANTS

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

[illegible]

<b>Total</b>	<b>0.00</b>	<b>0.00</b>
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**NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.**



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

County  
Winnebago

Section Number  
23-00719-00-SP  
Job Number  
WHA#1073D25

## DIRECT COSTS WORKSHEET

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

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

BLR 05514 (Rev. 02/09)

**Local Public Agency**

Winnebago County Highway Department

**County**

Winnebago

**Section Number**

23-00719-00-SP

**Consultant / Subconsultant Name**

Willett, Hofmann &amp; Associates, Inc.

**Job Number**

WHA#1073D25

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET****SHEET 1 OF 3**

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Administration & Project Management			Route and Topo Survey			Download & Tin Model Cleanup			Gen. Project Coordination, Meetings			Hydrologic & Hydraulic Calculations		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
President & General Manager	86.00	2.0	0.39%	0.33	2	11.11%	9.56												
Principal Engineering Manager	71.59	20.0	3.88%	2.78	4	22.22%	15.91							4	50.00%	35.79			
Engineering Manager	65.24	44.0	8.54%	5.83	10	55.56%	37.91	2	4.00%	2.73				4	50.00%	34.12	2	1.75%	1.20
Civil Engineer IV	55.41	138.0	26.80%	14.85													56	49.12%	27.22
Civil Engineer III	48.65	2.0	0.39%	0.19				2	4.00%	1.95									
Civil Engineering Intern II	39.87	160.0	31.07%	12.39													48	42.11%	16.79
Civil Engineering Intern I	36.23	0.0																	
Engineering Intern	23.41	0.0																	
Principal Professional Land	63.13	8.0	1.55%	0.98	2	11.11%	7.01	6	12.00%	7.58									
PLS Manager	54.09	0.0																	
PLS IV	57.21	0.0																	
PLS III	39.52	0.0																	
PLS (SIT) II	32.59	0.0																	
PLS (SIT) I	28.51	0.0																	
Survey Technician II	28.63	0.0																	
Survey Technician I	25.46	0.0																	
Survey Worker Foreman	33.42	43.0	8.35%	2.79				40	80.00%	26.74	3	27.27%	9.12						
Survey Worker	20.37	0.0																	
Survey Worker Intern	16.29	0.0																	
Technician IV	39.68	38.0	7.38%	2.93							8	72.73%	28.86				8	7.02%	2.78
Technician III	37.61	60.0	11.65%	4.38															
Technician II	28.15	0.0																	
Technician I	25.17	0.0																	
Administrative Assistant	22.68	0.0																	
Principal Architectural Manager	64.34	0.0																	
Architect Manager	62.39	0.0																	
Architectural Intern I	21.37	0.0																	
TOTALS		515.0	100%	\$47.45	18.0	100.00%	\$70.39	50.0	100%	\$38.99	11.0	100%	\$37.98	8.0	100%	\$69.91	114.0	100%	\$47.99

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

**County**  
Winnebago

**Section Number**  
23-00719-00-SP  
**Job Number**  
WHA#1073D25

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

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Preliminary Br. Design & Hydraulic Report			Bridge Condition Report			Structural Design			Structural Plans			SOQ, Schedule, Quantity Calcs & Check			QA/QC	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	% Part.	Wgtd Avg
President & General Manager	86.00																	
Principal Engineering Manager	71.59																	
Engineering Manager	68.24	6	13.04%	8.90														
Civil Engineer IV	55.41	8	17.39%	9.64	4	15.38%	8.52	6	12.50%	8.53	16	33.33%	18.47	2	25.00%	17.06	5	50.00%
Civil Engineer III	48.65																	
Civil Engineering Intern II	39.87	20	43.48%	17.33	12	46.15%	18.40	16	33.33%	13.29	12	17.14%	6.83	4	50.00%	19.93		
Civil Engineering Intern I	36.23																	
Engineering Intern	23.41																	
Principal Professional Land Surveyor	63.13																	
PLS Manager	54.09																	
PLS IV	57.21																	
PLS III	39.52																	
PLS (SIT) II	32.59																	
PLS (SIT) I	28.51																	
Survey Technician II	28.63																	
Survey Technician I	25.46																	
Survey Worker Foreman	33.42																	
Survey Worker	20.37																	
Survey Worker Intern	16.29																	
Technician IV	39.58	12	26.09%	10.35	10	38.46%	15.26											
Technician III	37.61																	
Technician II	28.15							10	20.83%	7.83	50	71.43%	26.86					
Technician I	25.17																	
Administrative Assistant	22.68																	
Principal Architectural Manager	64.34																	
Architect Manager	62.39																	
Architectural Intern I	21.37																	
TOTALS		46.0	100%	\$46.22	26.0	100%	\$42.19	48.0	100%	\$48.12	70.0	100%	\$40.03	8.0	100%	\$50.85	10.0	100%
																		\$61.82

## Local Public Agency

Winnebago County Highway Department

## Consultant / Subconsultant Name

Willett, Hofmann &amp; Associates, Inc.

## County

Winnebago

## Section Number

23-00719-00-SP

## Job Number

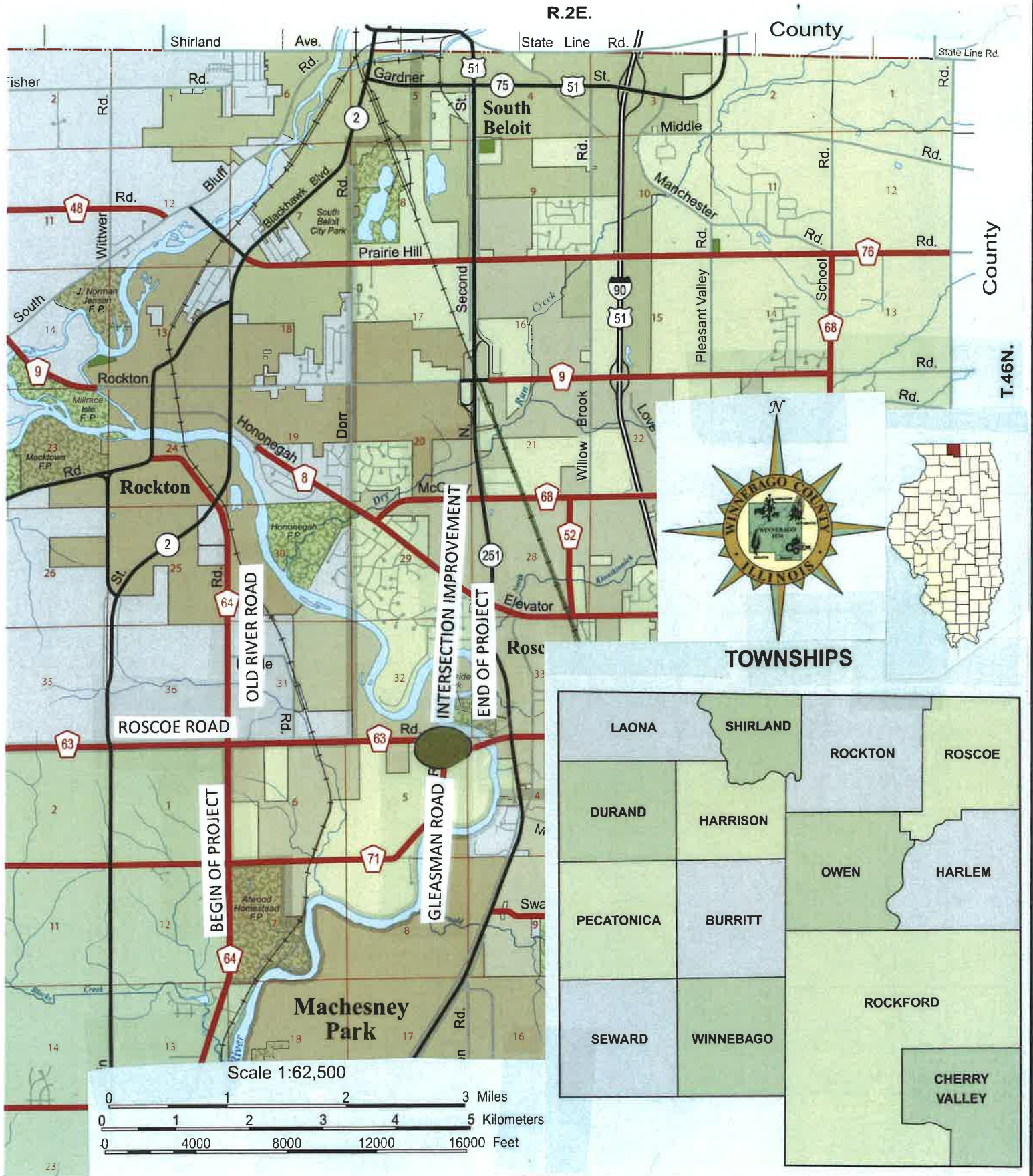
AVERAGE HOURLY PROJECT RATES  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Field Checks			Shop Drawing Review			As-Built AASHTO Load Rating			No-rise Floodway Study			IDNR Fill Application			Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg												
President & General Manager	86.00																											
Principal Engineering Manager	71.59																											
Engineering Manager	68.24	4	50.00%	34.12	2	25.00%	17.06	1	16.67%	11.37				6	15.79%	11.30												
Civil Engineer IV	55.41				2	25.00%	13.85	1	16.67%	9.23				20	43.48%	24.09				16	42.11%	23.33						
Civil Engineer III	48.65																											
Civil Engineering Intern II	39.87	4	50.00%	19.93	4	50.00%	19.93	4	66.67%	26.58	20	43.48%	17.33	16	42.11%	16.79												
Civil Engineering Intern I	36.23																											
Engineering Intern	23.41																											
Principal Professional Land S	63.13																											
PLS Manager	54.09																											
PLS IV	57.21																											
PLS III	39.52																											
PLS (SIT) II	32.59																											
PLS (SIT) I	28.51																											
Survey Technician II	28.63																											
Survey Technician I	25.46																											
Survey Worker Foreman	33.42																											
Survey Worker	20.37																											
Survey Worker Intern	16.29																											
Technician IV	39.68																											
Technician III	37.61																											
Technician II	28.15																											
Technician I	25.17																											
Administrative Assistant	22.68																											
Principal Architectural Manag	64.34																											
Architect Manager	62.39																											
Architectural Intern I	21.37																											
TOTALS		8.0	100%	\$54.05	8.0	100%	\$50.85	6.0	100%	\$47.19	46.0	100%	\$50.76	38.0	100%	\$51.42				0.0	0%						0%	\$0.00



# PROJECT LOCATION MAP





Is this project a bondable capital improvement?

☐ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

23-00719-00-SP

BE IT RESOLVED, by the Board

of the County

Governing Body Type

Local Public Agency Type

of Winnebago

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
C.H. 63 (Roscoe Road)		FAU 9884	Old River Road	SN 101-3016 (Rock River)

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
C.H. 63 (Roscoe Road)	101-5041	FAU 9884	just west of railroad crossing	Unnamed Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Structural and hydraulic engineering services to widen SN 101-5041 and to perform a no rise certification associated with embankment being constructed in the flood plane of the Rock River for the widening & channelization of the intersection of Roscoe Road and Gleasman Road.

2. That there is hereby appropriated the sum of seventy-three thousand three-hundred-sixty and 00/100

Dollars ( \$73,360.00 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, \_\_\_\_\_ County

Name of Clerk

Local Public Agency Type

Clerk in and for said County

Local Public Agency Type

of Winnebago

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

of Winnebago

at a meeting held on March 27, 2025

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date

Department of Transportation



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, March 18, 2025

**Resolution Title:**

**(25-014)** Resolution Authorizing an Intergovernmental Cooperation Agreement Between the County of Winnebago and the City of Rockford, Illinois for Reconstruction of the Perryville Multi-Use Path Between Sentinel Road and Rote Road (Section 25-00739-00-BT)

**Board Meeting Date:** Thursday, March 27, 2025

**Budget Information:**

<b>Was item budgeted</b>	No	<b>Appropriation Amount:</b> \$ 18,200
<b>If not, explain funding source:</b> County Highway – 461 Roadway		
<b>ORG/OBJ/Project Code:</b>	461-46330	<b>Budget Impact:</b> \$ 18,200

**Background Information:**

The Highway Department found out in the fall of 2024 that the City of Rockford was planning to reconstruct their Rote Road path, East and West of Perryville Road, in 2025. Even though this work is not in the FY 2025 budget, it makes financial sense to include the County's short section of path on the East side of Perryville (from Sentinel to Rote) in the City's project. The cost can be covered in the Highway Department's budget under annual path rehabilitation expenses.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**25-CR-**

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

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL COOPERATION  
AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND THE  
CITY OF ROCKFORD, ILLINOIS FOR RECONSTRUCTION OF THE  
PERRYVILLE MULTI-USE PATH BETWEEN SENTINEL ROAD AND ROTE ROAD  
(SECTION: 25-00739-00-BT)**

**WHEREAS**, the County and City are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS § 220/1, et seq., and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

**WHEREAS**, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS § 220/1, et seq., authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, the County and City additionally are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

**WHEREAS**, the section of the County's multi-use path along the East side of Perryville Road between Sentinel Road and Rote Road is in need of repairs; and

**WHEREAS**, the City has agreed to include repairs to the County's path mentioned above in their project to reconstruct the City's Rote Road multi-use path, in the vicinity of Perryville Road, and the attached agreement identifies the scope of the improvements;

**WHEREAS**, the total estimated cost to the County is \$18,200.00, but final costs will be based on bid prices and final measured quantities, and County Highway funds will be allocated for this purpose;



**WHEREAS**, it would be in the public interest to enter into the attached Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized to execute on behalf of the County of Winnebago an agreement with the City of Rockford, Illinois for reconstruction of the Perryville path, located on the East side of the road from Sentinel Road to Rote Road.


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

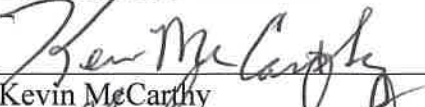
**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption.

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

**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**


**AGREE**

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

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

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

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

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

**DISAGREE**

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

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

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

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

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

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

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

ATTEST:

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT**  
**BETWEEN THE CITY OF ROCKFORD AND**  
**WINNEBAGO COUNTY FOR**  
**MULTI-USE PATH CONSTRUCTION AND MAINTENANCE**

This Intergovernmental Agreement ("**Agreement**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Rockford, an Illinois municipal corporation (the "**City**"), and the Winnebago County Highway Department (the "**County**") and with such entities collectively referred to in this Agreement as the "**Parties**" for the construction and maintenance of a multi-use path as shown in "Exhibit A" ("**Project**").

**RECITALS:**

WHEREAS, This Agreement is entered between the City and the County pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

WHEREAS, The County is a duly organized and existing body politic created under the provisions of the laws of the State of Illinois. The County is now operating under and pursuant to the provisions of the Illinois Counties Code (55 ILCS 5/1-1001 *et seq.*; the "**Counties Code**"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 *et seq.* (the "**Intergovernmental Cooperation Act**"); and

WHEREAS, The City is a duly organized body politic created under the provisions of the laws of the State of Illinois. The City is now operating under and pursuant to the provisions of the Illinois Municipal Code, as amended (65 ILCS 5/1-1-1 *et seq.*; the "**Municipal Code**"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act; and

WHEREAS, Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes units of local government and school districts to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other sources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act provides that "[a]ny power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State . . ."; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act provides that "[a]ny one or more public agencies may contract with any one or more other public agencies to perform any governmental services, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties."; and

WHEREAS, the County owns the existing multi-use path within the rights-of-way of the east side of Perryville Road between Sentinel Road and Rote Road, which has passed its useful life and must be reconstructed.

WHEREAS, the City and County desire to cooperate in the planning and construction of the Project for the mutual benefit of the Parties; and

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

1. Recitals. The above Recitals are incorporated in this Agreement by this reference and made part of this Agreement.
2. Purpose and Objectives. The purpose of this Agreement is to construct and maintain a multi-use path within the rights-of-way of the east side of Perryville Road between Sentinel Road and Rote Road. The existing multi-use path will be removed and replaced with new 8" thick aggregate base course topped with a new 3" thick asphalt surface.
3. Term. The term of this Agreement shall be from \_\_\_\_\_, 2025, and shall expire on \_\_\_\_\_, 2025, unless sooner terminated or extended by written consent of the parties to satisfy the terms and conditions provided herein.
4. City Responsibilities. The City agrees to have the necessary plans and specifications prepared for the construction of the Project, receive bids, award contracts, and cause the project to be constructed in accordance with the plans and specifications. After all necessary plans and specifications for construction have been prepared, same shall be presented to the County for approval before bids are let or construction is commenced. The City agrees to obtain, prior to construction of the Project, all permits required for its installation.
5. Financial.
  - a. Except as otherwise identified herein, the City agrees to pay all Project related engineering, construction engineering and construction costs subject to full reimbursement by the County as hereinafter stipulated.
  - b. It is agreed by the parties hereto that the total estimated cost of construction to the County for the Project is \$18,200.00.
  - c. The County agrees that upon award of the contract for the Project and receipt of an invoice from the City, the County will pay to the City an amount equal to 80% of its obligation incurred under this Agreement, based upon actual bid prices, and will pay to the City the remainder of its obligation in a lump sum, upon completion of the Project, based on final costs within thirty (30) days of completion of the Project.
  - d. The City and the County shall maintain, for a minimum of three (3) years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement.
6. Maintenance. Upon completion of the Project, and satisfactory inspection by the County, the County shall retain full ownership of the multi-use path and be responsible for all future maintenance.

7. Prevailing Wage. The Agreement calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (“the Act”). Pursuant to the Act, contractors and subcontractors shall pay laborers, workers, and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed.
8. Certified Payroll. Pursuant to the Act, any contractor and any subcontractor who participates in the public works shall file with the State of Illinois certified payroll for those calendar months during which work on the public works project occurs. Certified payrolls shall be made available to the City to monitor for compliance with the Act in a manner and on forms provided by the City.
9. Indemnification. The City and County, their contractors, subcontractors, employees and agent(s) hereby release and covenant and agree to indemnify and hold harmless one another from any and all claims, causes of action, demands for damages, suits, either in law or in equity, or expenses or liabilities of any kind, arising out of or virtue of the execution and performance of this Agreement.
10. Termination.
  - a. Events Causing Termination. This Agreement shall terminate upon any of the following events:
    - i. Request from the County granted by the City, to terminate its duties under the Agreement.
    - ii. Termination by the City for cause pursuant to subparagraph (b) of this section.
    - iii. The City reserves the right to terminate this Agreement if for any reason beyond its control insufficient revenues are available from the 1% Infrastructure Sales Tax funds.
  - b. Termination for Cause. If, through any cause, the County shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if County shall violate any of the covenants, agreements or stipulations of this contract, the City shall give written notice to County of such violation. If County neglects or refuses to correct or cure said violation to the City’s satisfaction within thirty (30) days of County’s receipt of notice, then to the extent that a material or substantive breach of this Agreement still exists as of said date, this Agreement shall be void and the parties shall be subject to the liabilities set forth below.
  - c. Liabilities Upon Termination. In the event of termination, City shall be entitled to receive just and equitable compensation from County for any expenses properly incurred under this Agreement, prior to termination. Notwithstanding the above, County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.
  - d. Remedies Other Than Termination. Should the City’s review of County’s performance show material nonconformance with any terms or conditions herein, County shall be in breach of this Agreement, and the City may take appropriate actions as it deems necessary. The selection of a remedy other than termination shall not prevent the City from subsequently terminating this Agreement as described herein.
11. Approvals. Wherever in this Agreement, approval or review by either the City or the County is provided for, said approval or review shall not be unreasonably delayed or withheld.

12. Waiver. Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that such waiver shall be in writing. No such waiver shall obligate such party to waive any other right or remedy hereunder, or shall be deemed a waiver of other rights and remedies provided said party under this Agreement.
13. Amendment. The Parties agree that this Agreement and any Exhibits attached hereto may be amended only by the mutual consent of the Parties and the execution of a written amendment by the Parties or their successors in interest.
14. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or Property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The Parties intend to be bound to this Agreement even if a portion of the agreement is declared invalid, in accordance with law.
15. Mailing Notices. All notices and communications in connection with this Agreement shall be in writing, and any notice, communication, or payment hereunder shall be deemed delivered to the addresses below two (2) days after deposit in any United States Post Office box, by certified or registered mail, postage prepaid, or one (1) day after deposit with any nationally known and reputable overnight courier service, delivery charges prepaid, or on the date of delivery if personally delivered to the persons named below. Either party may change its address by giving Notice.
16. Addresses for Notices.

**If to City:**

Director  
Dept. of Public Works  
425 East State Street  
Rockford, IL 61104

**If to County:**

Joseph Chiarelli, Chairman  
Winnebago County  
404 Elm Street  
Rockford, IL 61101

**With a Copy to:**

Legal Director  
425 East State Street  
Rockford, IL 61104

**With a Copy to:**

Carlos Molina, County Engineer  
424 N Springfield Avenue  
Rockford, IL 61101

17. Entire Agreement. This Agreement supersedes all prior agreements and negotiations concerning the Property, and is a full integration of the entire agreement of the Parties.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the Ordinances of the City of Rockford.
19. Benefit. All covenants, agreements, and provisions contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns who become owners of the Property. This Agreement is entered into solely for the benefit of the parties

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

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement on the date first written above.

**Winnebago County**

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

**City of Rockford**

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

Mayor Thomas P. McNamara

**ATTEST:**

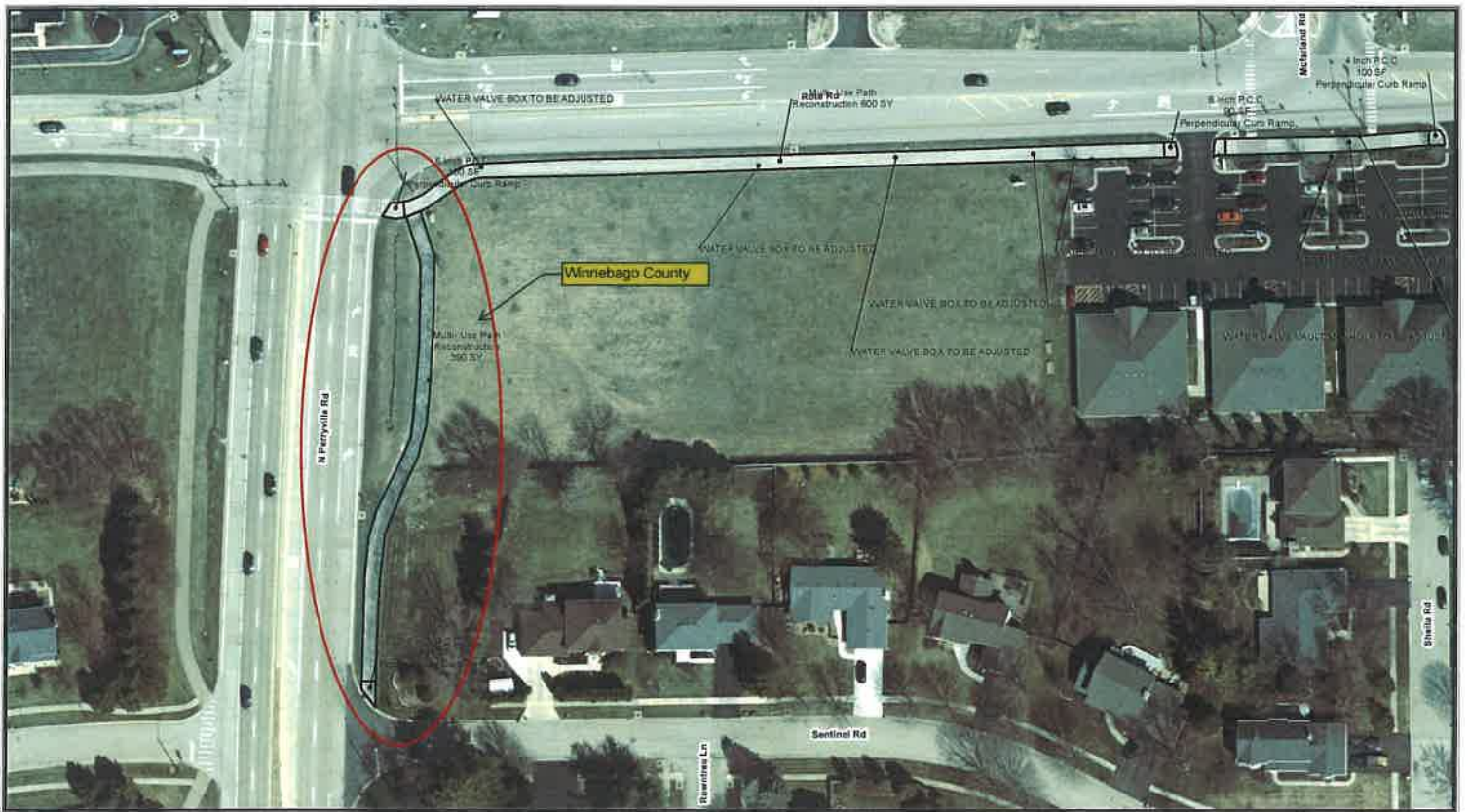
\_\_\_\_\_  
City Clerk

**EXHIBIT A - Summary of  
Quantities**

**\$18,200.00**

No.	Item	Unit	Quant.	Unit Price	Total
1	MUP PAVEMENT REMOVAL	SQ YD	400	\$20.00	\$8,000.00
2	AGGREGATE BASE COURSE, TYPE B, 8"	SQ YD	160	\$15.00	\$2,400.00
3	HOT-MIX ASPHALT SURFACE COURSE, IL 9.5, MIX "D" N90 (3")	TON	65	\$120.00	\$7,800.00
4					
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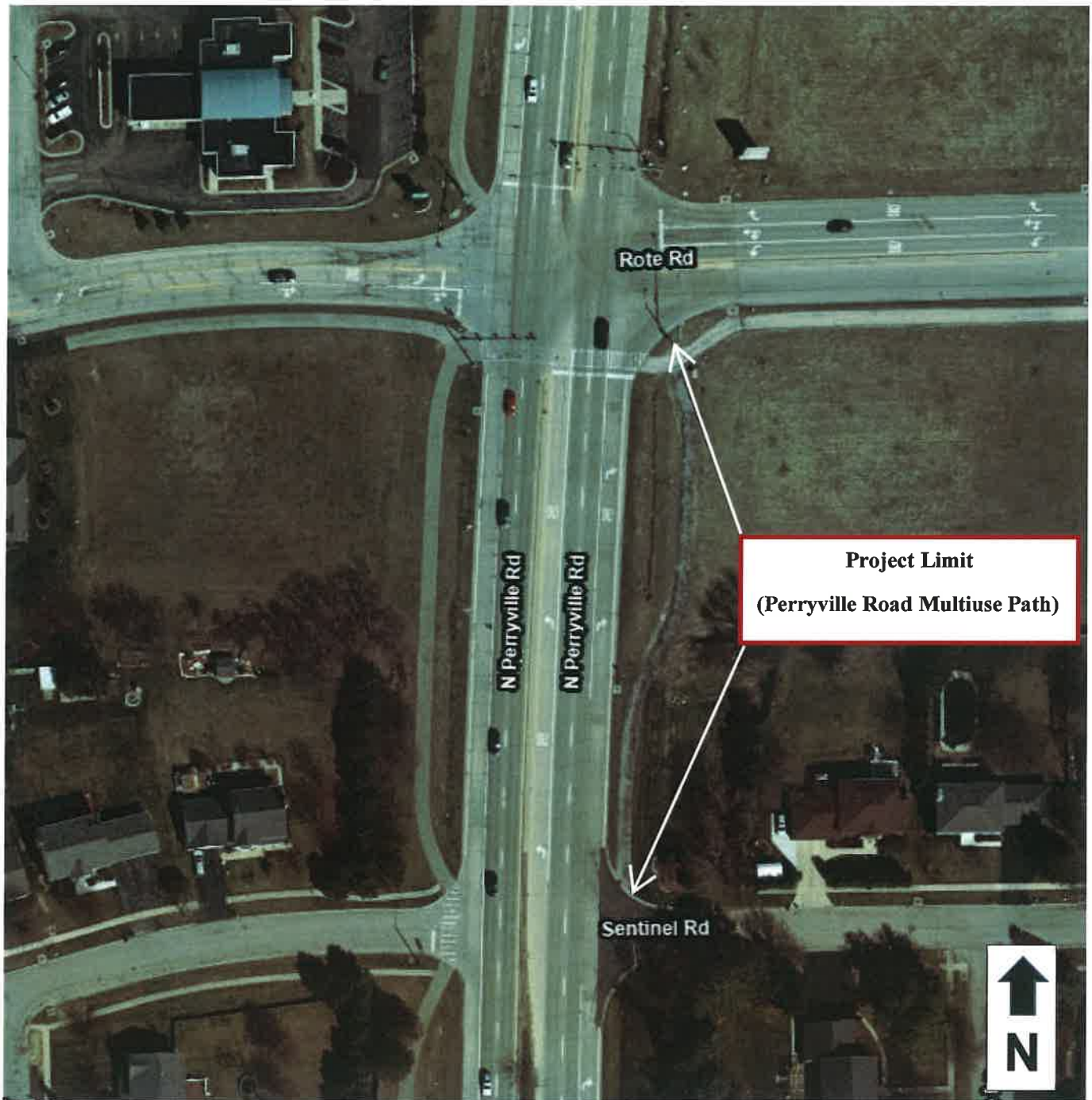




**EXHIBIT A - Rote Road MUP Reconstruction**



## Location Map





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, March 18, 2025

**Resolution Title:**

**(25-015)** Resolution Authorizing the Award of Bid for Elmwood Road Widening and Resurfacing and for the Appropriation of RBI Funds (Section: 23-00722-00-RS)

**Board Meeting Date:** Thursday, March 27, 2025

**Budget Information:**

<b>Was item budgeted</b>	yes	<b>Appropriation Amount:</b> \$ 1,600,000
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	469-46330	<b>Budget Impact:</b> \$ 1,458,061.55

**Background Information:**

This is for the widening and resurfacing of Elmwood Road from Owen Center Road to West of IL Route 2. After completion of this project and the 2026 Owen Center Road project, this corridor will be marked as a Class II Truck Route. The Highway Department received approximately \$200,000 from TARP funding for this section of Elmwood Road.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:** To be sent to IDOT for approval of the RBI funds appropriation.

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING THE  
AWARD OF BID  
FOR ELMWOOD ROAD WIDENING AND RESURFACING  
AND FOR THE APPROPRIATION OF RBI FUNDS  
(SECTION: 23-00722-00-RS)**

**WHEREAS**, the County of Winnebago has planned to widen and resurface Elmwood Road from Owen Center Road to IL-2 (N. Main Street); and

**WHEREAS**, in connection with said project, two (2) bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on March 4, 2025 for Section 23-00722-00-RS with the low bid being from Rock Road Companies, Inc. in the amount of \$1,458,061.55; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder Rock Road Companies, Inc. in the amount of \$1,458,061.55 and to appropriate RBI funds in the amount of \$1,458,061.55.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on March 4, 2025 for Section 23-00722-00-RS from Rock Road Companies, Inc. in the amount of \$1,458,061.55 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Rock Road Companies, Inc. for the above noted work; and

**BE IT FURTHER RESOLVED** that the amount of \$1,458,061.55 be appropriated from the Rebuild Illinois Fund (RBI); and

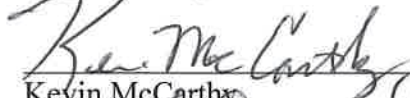
**BE IT FURTHER RESOLVED** that the Resolution shall be in full force and effect immediately upon its adoption; and


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

**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

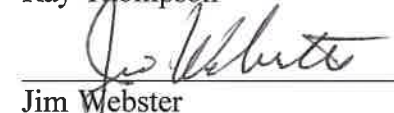
**AGREE**

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

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

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

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

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

**DISAGREE**

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

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

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

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

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

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

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

ATTEST:

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





Illinois Department  
of Transportation

Tabulation of Bids

Local Public Agency: COUNTY Date: 3/4/2025  
County: WINNEBAGO Time: 10:00 AM  
Section: 23-00722-00-RS Appropriation: Rebuild Illinois (RBI)  
Estimate:

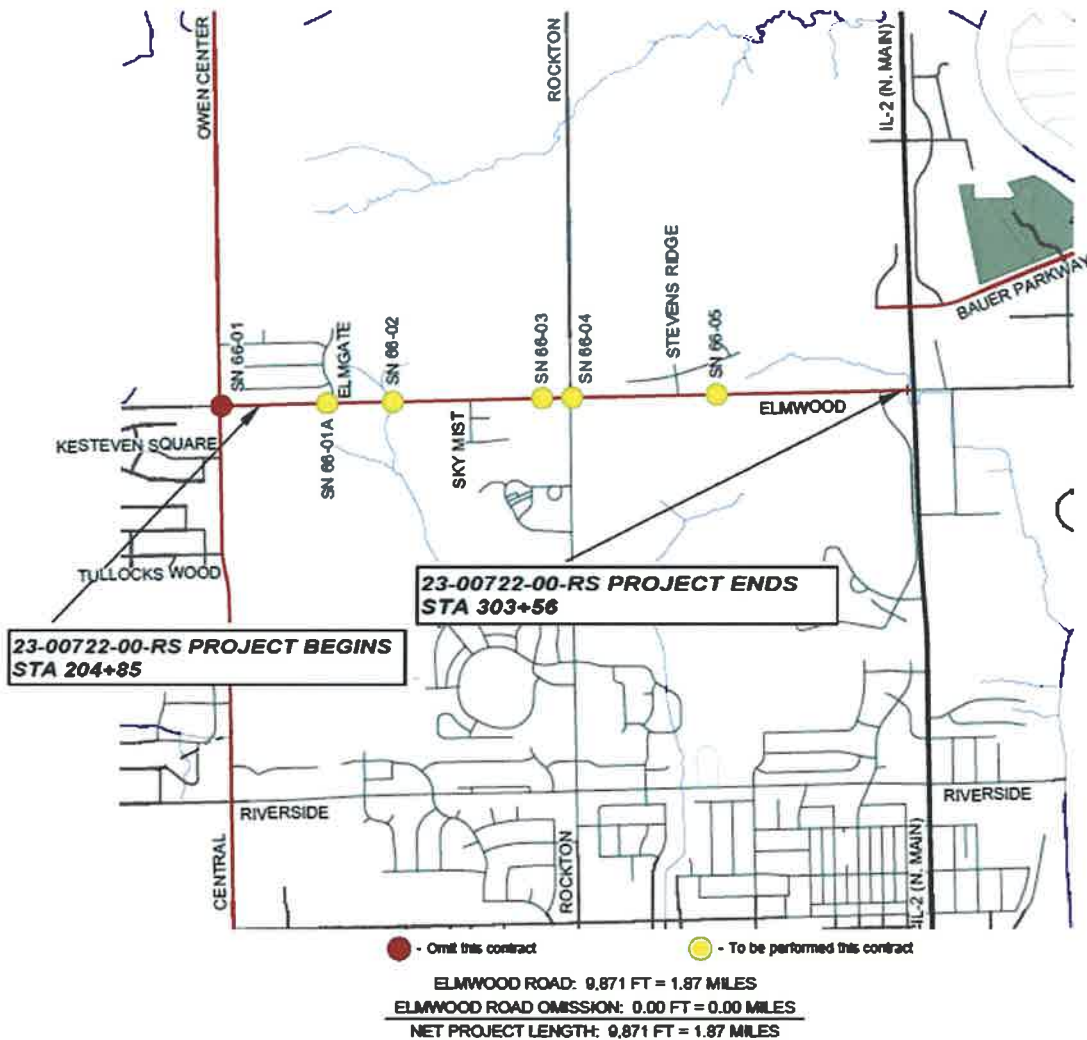
Attended By: WCHD, IDOT, Rock Road, & Martin

Name of Bidder: Address of Bidder:				Rock Road Companies		Martin & Company Excavating	
P.O. Box 1818				Janesville, WI 53547-1818		2456 E. Pleasant Grove Road	
						Oregon, IL 61061	
Proposal Guarantee:				Bid Bond		Bid Bond	
Terms:							
Approved Engineer's Estimate				Unit Price	Total	Unit Price	Total
Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total
20200602	EXC & GR EX SHOULDER	UNIT	168	\$ 265.78	\$ 44,651.04	\$ 295.00	\$ 49,560.00
20201201	REM & DISP UNS MATL	CY	15	\$ 0.01	\$ 0.15	\$ 49.00	\$ 735.00
28100803	STONE DUMP RIP CL A2	TON	42	\$ 60.29	\$ 2,532.18	\$ 78.00	\$ 3,276.00
28200200	FILTER FABRIC	SY	59.3	\$ 20.10	\$ 1,191.93	\$ 6.50	\$ 385.45
30300112	AGG SUBGRADE IMPR 12	SY	75	\$ 30.14	\$ 2,260.50	\$ 26.00	\$ 1,950.00
35600670	HMA BC WID 5	SY	9254.9	\$ 20.43	\$ 189,077.61	\$ 23.80	\$ 220,266.62
40201000	AGGREGATE-TEMP ACCESS	TON	10	\$ 41.20	\$ 412.00	\$ 25.00	\$ 250.00
40600290	BIT MATLS TACK CT	POUND	41,151	\$ 0.01	\$ 411.51	\$ 0.10	\$ 4,115.05
40600370	LONG JOINT SEALANT	FT	14,329	\$ 3.70	\$ 53,017.30	\$ 3.40	\$ 48,718.60
40600900	HMA BC HM N50	TON	10	\$ 146.02	\$ 1,460.20	\$ 150.00	\$ 1,500.00
40600982	HMA SURF REM BUTT JT	SY	494.1	\$ 28.20	\$ 13,933.62	\$ 7.44	\$ 3,676.10
40600990	TEMPORARY RAMP	SY	183	\$ 21.51	\$ 3,932.03	\$ 5.00	\$ 914.00
40602978	HMA BC IL-9.5 N50	TON	5029.3	\$ 79.45	\$ 399,577.89	\$ 81.50	\$ 409,887.95
40604060	HMA SC IL-9.5 D N50	TON	4,593	\$ 80.50	\$ 369,744.55	\$ 81.50	\$ 374,337.65
40800050	INCIDENTAL HMA SURF	TON	336	\$ 130.00	\$ 43,732.00	\$ 99.00	\$ 33,303.60
44000157	HMA SURF REM 2	SY	6089.5	\$ 3.72	\$ 22,652.94	\$ 5.60	\$ 34,101.20
44000500	COMB CURB GUTTER REM	FT	64	\$ 13.06	\$ 835.84	\$ 50.00	\$ 3,200.00
44201705	CL D PATCH T2 5	SY	11.2	\$ 135.65	\$ 1,519.28	\$ 62.50	\$ 700.00
44201745	CL D PATCH T3 8	SY	67	\$ 113.54	\$ 7,607.18	\$ 90.00	\$ 6,030.00
44201747	CL D PATCH T4 8	SY	52.5	\$ 130.62	\$ 6,857.55	\$ 90.00	\$ 4,725.00
48102100	AGG WEDGE SHLD TYPE B	TON	1083.4	\$ 29.96	\$ 32,458.66	\$ 35.00	\$ 37,919.00
50102400	CONC REM	CY	9.9	\$ 117.56	\$ 1,163.84	\$ 301.00	\$ 2,979.90
50105220	PIPE CULVERT REMOV	FT	360	\$ 0.01	\$ 3.60	\$ 18.00	\$ 6,480.00
542A5473	P CUL CL A 1 EQRS 18	FT	112	\$ 150.72	\$ 16,880.64	\$ 152.00	\$ 17,024.00
542A5479	P CUL CL A 1 EQRS 24	FT	104	\$ 170.81	\$ 17,764.24	\$ 170.00	\$ 17,680.00
542A8233	P CUL CL A 2 EQRS 48	FT	56	\$ 378.81	\$ 21,213.36	\$ 325.00	\$ 18,200.00
542A8239	P CUL CL A 2 EQRS 54	FT	56	\$ 472.25	\$ 26,446.00	\$ 405.00	\$ 22,680.00
54214503	PRC FL END S EQ RS 18	EA	4	\$ 1,456.95	\$ 5,827.80	\$ 1,250.00	\$ 5,000.00
54214509	PRC FL END S EQ RS 24	EA	4	\$ 1,808.62	\$ 7,234.48	\$ 1,500.00	\$ 6,000.00
54214533	PRC FL END S EQ RS 48	EA	1	\$ 4,722.52	\$ 4,722.52	\$ 4,025.00	\$ 4,025.00
54214539	PRC FL END S EQ RS 54	EA	1	\$ 6,732.10	\$ 6,732.10	\$ 7,400.00	\$ 7,400.00
60255500	MAN ADJUST	EA	4	\$ 954.55	\$ 3,818.20	\$ 2,350.00	\$ 9,400.00
60300105	FR & GRATES ADJUST	EA	4	\$ 954.55	\$ 3,818.20	\$ 1,950.00	\$ 7,800.00
63500105	DELINEATORS	EA	10	\$ 175.84	\$ 1,758.40	\$ 75.00	\$ 750.00
64200108	SHOULDER RUM STRIP 8	FT	15673	\$ 0.73	\$ 11,441.29	\$ 0.60	\$ 9,403.80



# LOCATION MAP

## ELMWOOD ROAD WIDENING & RESURFACING



ADT: 3,850 TO 5,450 (2022) 10% TRUCKS  
FUNCTIONAL CLASSIFICATION: MAJOR COLLECTOR  
DESIGN SPEED: 55 MPH (POSTED SPEED LIMIT : 45 MPH)  
DESIGN POLICY: LOCAL AGENCY STRUCTURAL OVERLAY (LASO)





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, March 18, 2025

**Resolution Title:**

**(25-016)** Resolution Authorizing the Award of a Bid for Latham Road Box Culvert Replacement (Section: 23-00723-00-BR)

**Board Meeting Date:** Thursday, March 27, 2025

**Budget Information:**

<b>Was item budgeted</b>	yes	<b>Appropriation Amount:</b>	\$ 400,000
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b>	462-46330	<b>Budget Impact:</b>	\$ 348,778.93

**Background Information:**

This is to replace a box culvert on Latham Road over Mud Creek just West of Owen Center Road. As a reminder, bids were rejected last fall for this project due to being considerably higher than the engineer's estimate. It was decided at that time to re-bid in the spring of 2025.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING THE AWARD OF BID FOR  
LATHAM ROAD BOX CULVERT REPLACEMENT  
(SECTION: 23-00723-00-BR)**

**WHEREAS**, the County of Winnebago has planned to replace the box culvert on Latham Road over Mud Creek (located approximately 700' west of Owen Center Road); and

**WHEREAS**, in connection with said project, five (5) bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on March 4, 2025 for Section 23-00723-00-BR with the low bid being from Northern Illinois Service Company in the amount of \$348,778.93; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder Northern Illinois Service in the amount of \$348,778.93;

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on March 4, 2025 for Section 23-00723-00-BR from Northern Illinois Service in the amount of \$348,778.93 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Northern Illinois Service for the above noted work; and

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

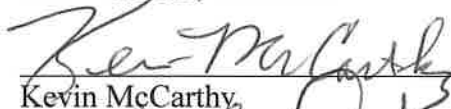
**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**



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

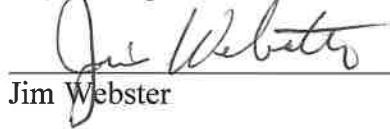


\_\_\_\_\_  
Kevin McCarthy



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

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



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

**DISAGREE**

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

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

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

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

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

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

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

ATTEST:

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



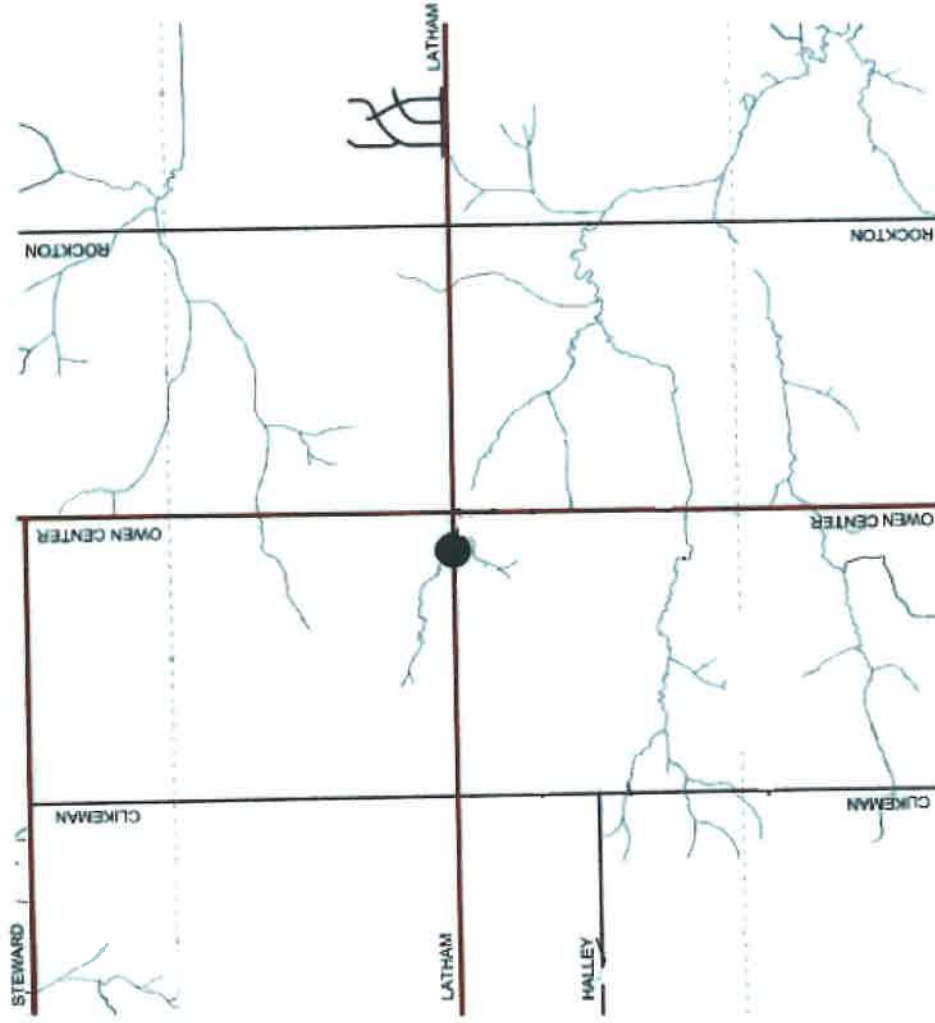
Tabulation of Bids

Local Public Agency: COUNTY  
County: WINNEBAGO  
Section: 23-00723-00-RS  
Estimate:  
Date: 3/4/2025  
Time: 10:15AM  
Appropriation: County Bridge

Attended By: WCHD, Northern, DPI, Martin, N-TRAK, Sjoström

Name of Bidder Address of Bidder		Northern Illinois Service Co. 4781 Sandy Hollow Road Rockford, IL 61109		DPI Construction, Inc. 630 Main Street P.O. Box 488 Pecatonica, IL 61063		Martin & Company Excavating 2456 E. Pleasant Grove Road Oregon, IL 61061		N-TRAK Group, LLC 1523 Windsor Road Loves Park, IL 61111		Sjoström & Sons, Inc. 1129 Harrison Avenue Rockford, IL 61104	
Proposal Guarantee: Terms:		Bid Bond		Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Approved Engineer's Estimate											
Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20301200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	104.4	30.0000	\$ 3,132.00	73.0100	\$ 7,705.76	55.0000	\$ 5,846.40	35.0000	\$ 3,654.00
20400100	CHANNEL EXCAVATION	CY	53	30.0000	\$ 1,590.00	72.8200	\$ 2,859.46	55.0000	\$ 2,868.00	45.0000	\$ 2,650.00
20400800	FURNISHED EXCAVATION	CY	541	5.0000	\$ 2,705.00	34.3800	\$ 18,599.58	28.0000	\$ 15,688.00	0.0100	\$ 5.41
20700110	POURING GRANULAR EMBANKMENT	TON	568	25.0000	\$ 14,200.00	45.9500	\$ 26,099.60	38.0000	\$ 21,584.00	35.0000	\$ 19,880.00
25000210	SEEDING, CLASS 2A	ACRE	0.46	10,500.0000	\$ 4,830.00	8,618.4600	\$ 3,964.49	6,000.0000	\$ 2,760.00	7,000.0000	\$ 6,000.0000
25000400	NITROGEN FERTILIZER NUTRIENT	LBS	42	8.0000	\$ 336.00	15.7400	\$ 661.08	2.0000	\$ 84.00	1.1500	\$ 48.30
25000500	PHOSPHORUS FERTILIZER NUTRIENT	LBS	42	8.0000	\$ 336.00	15.7400	\$ 661.08	2.0000	\$ 84.00	1.1500	\$ 48.30
25000600	POTASHIUM FERTILIZER NUTRIENT	LBS	42	8.0000	\$ 336.00	15.7400	\$ 661.08	2.0000	\$ 84.00	1.1500	\$ 48.30
25100530	EROSION CONTROL BARRIER	SY	2220	1.4500	\$ 3,219.00	5.5940	\$ 8,47.00	3.8500	\$ 5,594.40	1.5000	\$ 2,250.00
28000400	PERIMETER EROSION BARRIER	FT	500	4.0000	\$ 2,000.00	2.8950	\$ 1,447.50	5.0000	\$ 2,500.00	5.7500	\$ 2,875.00
28100225	STONE DUMPED RIPRAP, CLASS B3	TON	42	85.0000	\$ 3,570.00	69.1100	\$ 5,902.62	68.0000	\$ 5,856.00	105.0000	\$ 8,925.00
28700200	FILTER FABRIC	SY	102.2	5.0000	\$ 511.00	1.5000	\$ 153.30	6.8000	\$ 6,800.00	4.5000	\$ 4,500.00
28400100	GABIONS	CY	41	403.0000	\$ 16,523.00	419.9800	\$ 17,182.28	575.0000	\$ 23,575.00	450.0000	\$ 18,450.00
31101000	SUBBASE GRANULAR MATERIAL, TYPE B	TON	271	24.0000	\$ 6,504.00	40.3600	\$ 1,045.96	33.0000	\$ 8,343.00	30.0000	\$ 7,800.00
33101400	AGGREGATE BASE COURSE, TYPE B	TON	335	24.0000	\$ 8,040.00	29.7000	\$ 7,155.30	33.0000	\$ 8,343.00	32.0000	\$ 7,840.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	LBS	396.7	3.5100	\$ 1,392.42	3.7100	\$ 1,478.41	1.0000	\$ 3.97	0.0100	\$ 0.39
44301747	CLASS D PATCHES, TYPE IV, 8 INCH	SY	158.6	74.2200	\$ 11,845.51	77.4200	\$ 12,356.23	96.0000	\$ 7,152.00	140.0000	\$ 10,360.00
50100100	REMOVAL OF EXISTING STRUCTURES	EA	1	25,280.0000	\$ 25,280.00	10,682.55	\$ 10,682.55	20,000.0000	\$ 20,000.00	25,000.0000	\$ 25,000.00
54001001	BOX CULVERT END SECTIONS, CULVERT NO. 1	EA	1	2,245.0000	\$ 2,245.00	1,948.7100	\$ 1,948.71	18,750.0000	\$ 18,750.00	30,000.0000	\$ 30,000.00
54011006	PRECAST CONCRETE BOX CULVERTS 10' X 6'	EA	2	2,245.0000	\$ 4,490.00	1,948.7100	\$ 3,897.42	18,750.0000	\$ 18,750.00	30,000.0000	\$ 30,000.00
60100600	CONCRETE HEADWALLS FOR PIPE DRAINS	EA	66	650.0000	\$ 42,900.00	800.0000	\$ 52,800.00	1,875.0000	\$ 123,750.00	2,415.0000	\$ 159,075.00
60100104	PIPE UNDERDRAINS, TYPE 1, 4"	EA	4	15.0000	\$ 60.00	5.5100	\$ 27.04	41.0000	\$ 204.40	70.0000	\$ 350.00
67100100	MOBILIZATION	FT	113	13,600.0000	\$ 1,536.80	21,627.7400	\$ 291,627.74	4,633.00	\$ 52,000.00	25,000.0000	\$ 325,000.00
70100700	TRAFFIC CONTROL COMPLETE	LSUM	1	8,200.0000	\$ 8,200.00	8,200.0000	\$ 8,200.00	12,500.0000	\$ 12,500.00	10,000.0000	\$ 10,000.00
70100700	TRAFFIC CONTROL COMPLETE	LSUM	1	8,200.0000	\$ 8,200.00	8,200.0000	\$ 8,200.00	12,500.0000	\$ 12,500.00	10,000.0000	\$ 10,000.00
821111100	TOPSOIL EXCAVATION AND PLACEMENT (SPECIAL)	CY	248	22.0000	\$ 5,456.00	32.5000	\$ 8,060.00	31.0000	\$ 7,680.00	35.0000	\$ 8,680.00
82054505	ROCK FILL (SPECIAL)	TON	214.5	24.0000	\$ 5,148.00	50.7900	\$ 10,894.45	39.0000	\$ 9,540.00	26.0000	\$ 6,260.00
20013798	CONSTRUCTION LAYOUT	LSUM	1	4,420.0000	\$ 4,420.00	6,000.0000	\$ 6,000.00	2,850.0000	\$ 2,850.00	5,000.0000	\$ 5,000.00
Total Bid:		As Read:		\$348,778.93		\$380,466.02		\$409,829.18		\$484,000.00	
		As Calculated:		348,778.93		380,466.02		409,829.18		484,000.00	

# WCHD SN 17-12 (LATHAM ROAD OVER MUD CREEK)



LATHAM ROAD OMISSION: NONE  
LATHAM ROAD: 253.00 FT = 0.048 MILES  
NET PROJECT LENGTH: 253.00 FT = 0.048 MILES



# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, March 18, 2025

**Resolution Title:**

**(25-017)** Resolution to Adopt the 5-year Road and Bridge Capital Improvement Program (CIP) for the Highway Department (FY 2025 – 2029)

**Board Meeting Date:** Thursday, March 27, 2025

**Budget Information:**

<b>Was item budgeted</b> yes <b>Appropriation Amount:</b> in FY 2025 budget = \$10.6 mil
<b>If not, explain funding source:</b>
<b>ORG/OBJ/Project Code:</b> 461,462,463,464,469 <b>Budget Impact:</b> \$8 mil after reimb.

**Background Information:**

The CIP includes a five-year plan outlining project priorities, estimated costs, funding sources, and project timelines. Having an approved plan provides direction and it is very helpful when applying for grants or other types of funding for future projects. The first year of the plan is part of the Highway Department's budget in the current fiscal year. The 5 year CIP will be reviewed and revised annually to account for completed and newly identified projects and to reflect changing priorities or circumstances.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**25-CR-XXX**

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

**RESOLUTION TO ADOPT THE FIVE-YEAR ROAD AND BRIDGE  
CAPITAL IMPROVEMENT PROGRAM FOR THE HIGHWAY DEPARTMENT  
FY 2025 – 2029**

**WHEREAS**, Winnebago County recognizes the need for transportation safety enhancements, improved highways, add lane projects, bridge replacement and rehabilitation, resurfacing, reconstruction and rehabilitation projects to increase safety, add capacity, facilitate mobility, promote economic development and extend the useful life of existing infrastructure; and

**WHEREAS**, Winnebago County considers public safety and mobility a priority; and

**WHEREAS** the Five-Year Road and Bridge Capital Improvement Program (CIP) is intended to address the ongoing highway and bridge needs of Winnebago County; and to plan, prioritize and fund major public infrastructure projects that will enhance the County's long-term assets and quality of life; and

**WHEREAS** projects are included in the five-year CIP based on the Highway Department's Highway Asset Rating (HAR) system, criteria in the Illinois Highway Information System for bridges, safety concerns, funding opportunities by others, average daily traffic, school and truck routes, elimination of posted roads and structures, and economic development opportunities; and

**WHEREAS** the five-year Road and Bridge CIP is to be updated annually as needed to reflect changing priorities, circumstances and funding availability.

**NOW, THEREFORE BE IT RESOLVED**, that the County Board of the County of Winnebago approves inclusion of the highway projects shown in the Winnebago County's Five (5) Year, FY 2025–2029, Road and Bridge Improvement Program; and


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

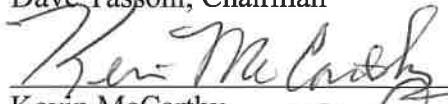
**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Administrator, Finance Director, Auditor and County Engineer.

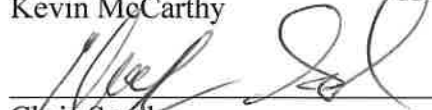


**Respectfully submitted**  
**PUBLIC WORKS COMMITTEE**

**AGREE**

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

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

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

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

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

**DISAGREE**

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

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

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

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

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

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

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

ATTEST:

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



**Winnebago County Highway Department**  
**Capital Improvement Projects**  
**(FY 2025 – 2029)**



**WINNEBAGO COUNTY HIGHWAY DEPARTMENT  
CAPITAL IMPROVEMENT PROJECTS (FY 2025 - 2029)**

2/5/25

PROJECT	TOTAL COST	COUNTY'S SHARE	OTHERS	OTHERS FUNDS SECURED	ESTIM CONST. FY	DESCRIPTION
FY 2025						
Elmwood Rd (Owen Ctr - IL 2)	\$1,600,000	\$1,391,000	\$209,000	yes	2025	TARP & RBI funds. In-house Engineering
Latham Rd Box Culvert	\$400,000	\$400,000	\$0	N/A	2025	County Bridge funds. In-house engineering
Moate Rd (IL 70 - IL 75) resurfacing	\$1,600,000	\$1,600,000	\$0	N/A	2025	MFT, Local funds. Widening done in 2024 for \$400k. In-house engineering
Winnebago Road (drainage improvement)	\$500,000	\$125,000	\$375,000	yes	2025	FEMA grant (\$375k). Host Fee \$125k. In-house engineering
Kishwaukee Rd (widening)	\$600,000	\$410,000	\$190,000	yes	2025	Airport., Host Fees; Construction and Engineering. CE by County highway dept.
Pecatonica Rd South of US20 (widening)	\$500,000	\$500,000	\$0	N/A	2025	MFT. In-house engineering
Drainage Improvement - Madigan Creek	\$1,965,000	\$786,000	\$1,179,000	yes	2025-26	IEMA 319 grant. * Local funds supplementd by others also
Owen Center Rd, Riverside-Latham (Ph 2 Eng & ROW)	\$860,000	\$860,000	\$0	N/A	2026-27	Eng & Land Ac. MFT & CH; Fed/State funds for construction start in 2026 (\$3mil)
Prairie Hill Bridge over Rock River (Engineering)	\$200,000	\$200,000	\$0	N/A	2026-27	Federal bridge funds for construction starting in 2026 (\$4.423 million)
Roscoe Rd Bridge over Rock River (Engineering)	\$260,000	\$260,000	\$0	N/A	2026-27	Federal bridge funds for construction starting in 2026 (\$1.94 million)
Meridian Rd bridge over Pecatonica River (Eng.)	\$300,000	\$300,000	\$0	N/A	2026-27	No outside funds for construction have been allocated
Riversde Blvd, Material - Sage (Ph 2 Eng & ROW)	\$720,000	\$720,000	\$0	N/A	2026-27	STBG Fed. Funds for construction starting in 2026 (\$9.447 million)
Riversde Blvd, Material - Sage (materials purchase)	\$798,000	\$130,000	\$668,000	yes	2026-27	State COVID funds (\$668k). Materials to be used in construction project in 2026
S. Perryville Rd, Harrison-E. State (Ph 1 Engineering)	\$280,000	\$280,000	\$0	N/A	2027	STBG Fed funds for construction in 2027 (\$4.45 million)
Subtotal	\$10,583,000	\$7,962,000	\$2,621,000			Note: Remainder of RBI (\$1.6 mil added to capital)

FY 2026							
Owen Center Rd (Riverside - Latham)		\$6,000,000	\$2,986,000	\$3,014,000	yes	2026-27	HSIP fed (\$2.657Mil) & TARP (\$357k); construction. County's share in 2026-27
Riverside Blvd/Forest Hills/Alpine		\$13,000,000	\$3,553,000	\$9,447,000	yes	2026-27	STBG fed thru MPO (\$9.447 mil); construction & CE. County's share in 2026-27
Old River Rd (Roscoe Rd - IL 75)		\$2,500,000	\$500,000	\$2,000,000	yes	2026-27	STU fed (\$2 mil). County's share in 2026-27. In house engineering
Prairie Hill Rd Bridge over Rock river		\$8,000,000	\$3,577,000	\$4,423,000	yes	2026-27	Federal bridge funds; Const & CE. County's share in 2026-2027
Meridian Rd Bridge		\$4,300,000	\$4,300,000	\$0	No	2026-27	No outside funds allocated yet. Rehab work needs to be done asap
Roscoe Rd Bridge over Rock River		\$3,800,000	\$1,860,000	\$1,940,000	yes	2026-27	Fed bridge funds; Rehab; Const and CE. County's share in 2026-27
Perryville Path (W. brook Ln-McDonald Rd)		\$700,000	\$147,000	\$553,000	yes	2026	ITEP State. County's share in 2026-27
Riverside Path (Perryville-Bel School Rd) Engineering		\$100,000	\$100,000	\$0	no	2027-28	Possible TAP fed funds thru MPO for construction starting in 2027
Riverside Blvd Signal Synchronization & Upgrades		\$1,000,000	\$200,000	\$800,000	no	2026-27	Possible CRP fed funds thru MPO. County's share in 2026-2027
Subtotal		\$39,400,000	\$17,223,000	\$22,177,000			

PROJECT	TOTAL COST	COUNTY'S SHARE	OTHERS	OTHERS FUNDS SECURED	ESTIM CONST. FY	DESCRIPTION
<b>FY 2027</b>						
South Perryville Rd (Harrison to E State)	\$7,000,000	\$2,543,000	\$4,457,000	Yes	2027-28	STBG fed funds thru MPO. Construction & CE. County's share in 2027-28
Roscoe Rd (Old River Rd to Rock River)	\$2,700,000	\$1,600,000	\$1,100,000	yes	2027-28	HSIP fed funds. In house engineering. County's share in 2027-28
Roscoe Rd (IL 2 - Old River Rd)	\$900,000	\$900,000	\$0	N/A	2027	MFT. In-house engineering. Widen & Resurface.
Pecatonica Rd (US 20 to 12th St in Pecatonica)	\$600,000	\$600,000	\$0	N/A	2027	MFT. In-house engineering. Widen & Resurface.
Pecatonica Rd Resurfacing (South of US 20)	\$2,000,000	\$400,000	\$1,600,000	no	2027-28	STR fed funds. In-house engineering. County's share in 2027-28
Central Ave. (Auburn to Riverside)	\$1,700,000	\$340,000	\$1,360,000	no	2027	Fed funds thru MPO. Reconfiguration, path, drainage. County's share in 2027-28
Winnebago Rd/ Telegraph Rd Intersection Safety	\$664,000	\$66,778	\$597,222	yes	2027	HSIP fed funds. In house engineering. County's share in 2027-28
Cunningham Rd Bridge over RR (Repair)	\$350,000	\$350,000	\$0	N/A	2027	Section loss repair. Local funds to be used
Meridian Rd Box Culvert (Just North of IL 70)	\$600,000	\$200,000	\$400,000	no	2027	STR bridge funds. Eng & Construction. County's share in 2027-28
Harrison Ave Rehab (Mulford Rd to West of Perryville)	\$1,100,000	\$1,100,000	\$0	N/A	2027	MFT. In-house engineering
Hononegah Rd Resurfacing (Rockton - IL 251)	\$1,800,000	\$1,800,000	\$0	N/A	2027	MFT & other local funds. Mill and overlay. In-house engineering
Riverside Path (Perryville to Bell School Rd)	\$900,000	\$266,000	\$634,000	no	2027-28	TAP fed funds thru MPO. Eng. ROW & Construction. County's share in 2027-28
<b>Subtotal</b>	<b>\$20,314,000</b>	<b>\$10,165,778</b>	<b>\$10,148,222</b>			
<b>FY 2028</b>						
Swanson Rd (IL 251 to Belvidere Rd) Resurfacing	\$3,000,000	\$500,000	\$2,500,000	no	2028	STR & TARP funds. In-house eng. Widen/Resurfacing. County's share 2028-29
Harlem-Argyle, McFarland to Belvidere Rd	\$2,000,000	\$2,000,000	\$0	N/A	2028	MFT & other local funds. In-house engineering
Cunningham Rd (Meridian - Morgan)	\$1,000,000	\$1,000,000	\$0	no	2028	STR fed funds. In-house engineering
Montague Rd Box Culvert over Mill Creek	\$600,000	\$200,000	\$400,000	no	2028	STR bridge funds. Eng & Construction. County's share in 2028-29
McCurry Rd (Hononegah Rd to White School Rd)	\$3,000,000	\$3,000,000	\$0	N/A	2028	MFT & other local funds. Widen & resurfacing. In-house engineering
Perryville Rd- Rehab (E State-Riverside)	\$5,600,000	\$5,600,000	\$0	N/A		MFT & other local funds. Rehabilitation. In-house engineering
Vale Bridge Rd Bridge over Sugar River	\$3,000,000	\$800,000	\$2,200,000	no	2028-29	ISP bridge fed funds. Eng & Construction. County's share in 2028-29
<b>Subtotal</b>	<b>\$18,200,000</b>	<b>\$13,100,000</b>	<b>\$5,100,000</b>			

PROJECT	TOTAL COST	COUNTY'S SHARE	OTHERS	OTHERS FUNDS SECURED	ESTIM CONST. FY	DESCRIPTION
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<b>FY 2029</b>						
Latham/Ralston (Old River to Frontage Rd)	\$7,500,000	\$1,900,000	\$5,600,000	no	2029-30	Possible STBG fed funds (MPO). Widen to 3 lanes, path. County's share 2029-30
Bell School / Olde Creek Intersection	\$1,600,000	\$354,618	\$1,245,382	no	2029-30	Possible CRP fed funds thru MPO. Eng. Construction. County's share in 2029-30
Bauer Pkwy Bridge over Rock River - Deck rehab	\$1,150,000	\$350,000	\$800,000	no	2029	ISP bridge fed funds. Eng & Construction. County's share in 2029-30
Prairie Hill Rd (IL 251 - Boone County Line)	\$3,000,000	\$600,000	\$2,400,000	no	2029	STR fed funds. Widen & Resurface. In-house engineering
Baxter Rd resurfacing (IL 251 - I-39)	\$2,000,000	\$400,000	\$1,600,000	no	2029-30	STR fed funds. Mill & overlay. In-house engineering. County's share in 2029-30
Mulford/Riverside Intersection Improvements	\$3,200,000	\$800,000	\$2,400,000	no	2029-30	STBG/HSIP fed funds. Conty's share in 2029-30
Beltline Rd Rd resurfacing (Kishwaukee - IL 251)	\$2,500,000	\$2,500,000	\$0	N/A	2029	MFT & other local funds. Mill & overlay. In-house engineering
<b>Subtotal</b>	<b>\$20,950,000</b>	<b>\$6,904,618</b>	<b>\$14,045,382</b>			

<b>TOTAL 5 YEARS (2025-2029)</b>	<b>\$109,447,000</b>	<b>\$55,355,396</b>	<b>\$54,091,604</b>			
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<b>Other Future Major Projects</b>						
Latham Rd Bridge Replacement (Rock River)	\$14,000,000	\$6,000,000	\$8,000,000	no	after 2030	Possible ISP bridge fed funds. Engineering & Construction
Bell School Rd Widening (Guilford to Olde Creek)	\$6,000,000	\$2,000,000	\$4,000,000	no	after 2030	No funding identified yet. Engineering & Construction.
Springfield Ave Rehabilitation (IL 2-Auburn)	\$7,000,000	\$2,000,000	\$5,000,000	no	after 2030	No funding identified yet. Engineering & Construction.
Perryville Rd- Rehab (Riverside - IL 173)	\$7,000,000	\$2,000,000	\$5,000,000	no	after 2030	No funding identified yet. Engineering & Construction.
S. Mulford Rd Widening (Sandy Hollow - Harrison)	\$5,000,000	\$1,000,000	\$4,000,000	no	after 2030	No funding identified yet. Engineering & Construction. Widen to 3 lanes
Meridian Rd Resurfacing (IL 2 - Cunningham)	\$3,500,000	\$700,000	\$2,800,000	no	after 2030	Possible STR fed funds. Widen & resurface. In-house engineering
<b>Subtotal</b>	<b>\$42,500,000</b>	<b>\$13,700,000</b>	<b>\$28,800,000</b>			

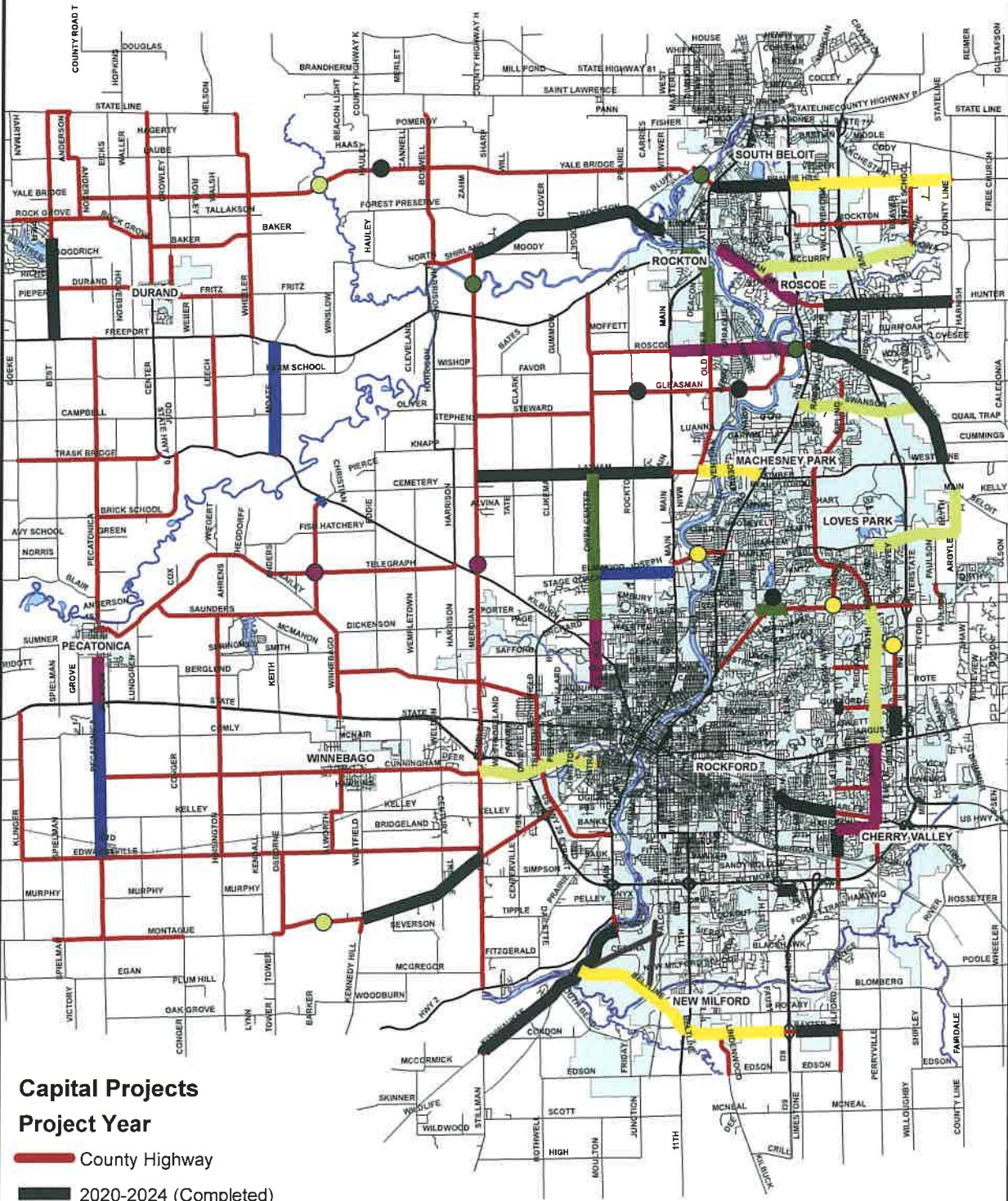


# **CAPITAL PROJECTS COMPLETED (2020-2024)**

PROJECT	TOTAL COST	COUNTY'S SHARE	OTHERS	CONST. YEAR	DESCRIPTION
Bell School Rd Reconstruction (Argus - Guilford)	\$4,000,000	\$2,800,000	\$1,200,000	2024	DCEO grant (\$1.2mil). Part Host Fees used
Latham Rd Widen & Resurface (Owen Center-IL 2)	\$1,130,000	\$1,010,000	\$120,000	2024	County MFT and TARP State funds
Elevator Rd Widen & Resurf. (Willowbrook-Co Line)	\$1,900,000	\$1,900,000	\$0	2024	RBI funds
Linden Rd Widen & Resurf. (Alpine - 1/4 mi East)	\$350,000	\$270,000	\$80,000	2024	Developer & County Highway Funds
Perryville Path (Anjali - Willowbrook Ln)	\$820,000	\$160,000	\$660,000	2024	ITEP grant and County Highway funds
Belvidere Rd Widen & Resurface (IL 173 - Main St)	\$2,100,000	\$550,000	\$1,550,000	2023	HSIP Federal & Covid funds; Local Funds (part Host Fees)
Best Rd Widen & Resurf (IL 75 - Lake Summerst)	\$1,250,000	\$1,250,000	\$0	2023	Bond funds
Prairie Hill Rd Resurfacing (IL 2 - IL 251)	\$950,000	\$950,000	\$0	2022	RBI funds
Mulford Rd Resurfacing ( RR Tracks - Harrison)	\$330,000	\$330,000	\$0	2022	RBI funds
Latham Rd Widen & Resurf (Meridian-Owen Center)	\$1,500,000	\$1,500,000	\$0	2022	RBI & MFT funds
Gleasant Rd, Two Box Culvert Replacements	\$1,250,000	\$530,000	\$720,000	2022	STR Fed bridge funds, RBI and Local (part Host fees) funds
Charles St Resurfacing (Alpine - Mulford)	\$460,000	\$460,000	\$0	2022	RBI funds
Perryville Path (Hart Rd - IL 173)	\$1,100,000	\$300,000	\$800,000	2022	ITEP grant & Local County Highway funds
Yale Bridge Rd Box Culvert Repl. (Sugar Creek)	\$505,000	\$155,000	\$350,000	2021	STR Fed bridge & RBI funds
Alpine Rd Bridge Rehab (Over Forest Hills Rd)	\$5,500,000	\$1,400,000	\$4,100,000	2021	ISP Bridge funds & RBI funds
Kishwaukee Rd Resurf (Meridian - Airport Dr)	\$1,300,000	\$1,300,000	\$0	2021	MFT funds
Baxter Rd Reconstruction (I-39 - Mulford Rd)	\$3,800,000	\$1,300,000	\$2,500,000	2021	EDP, TARP, & Bond for local match. Including Mulford Rd to County Line
Guilford Rd Reconstruction (Mulford - 1,000 ft East)	\$350,000	\$350,000	\$0	2021	County Highway funds
Rockton Rd Widen & Resurf (Meridian - V. Rockton)	\$1,300,000	\$1,300,000	\$0	2021	RBI and MFT funds
Montague Rd Resurfacing (Kennedy Hill - Meridian)	\$800,000	\$800,000	\$0	2020	MFT funds
<b>Subtotal</b>	<b>\$30,695,000</b>	<b>\$18,615,000</b>	<b>\$12,080,000</b>		



# Winnebago County Highway Department 5-Year Road & Bridge CIP FY 2025 - 2029



## Capital Projects

### Project Year

- County Highway
- 2020-2024 (Completed)
- 2025
- 2026
- 2027
- 2028
- 2029

## HIGHWAY DEPARTMENT REVENUE SOURCES (FY 2025 Estimated Revenue Amounts)

### Property taxes

County Highway	\$ 3,052,000
County Bridge	\$ 632,000
FA Match	<u>\$ 2,071,000</u>
Subtotal	\$ 5,755,000

Host Fees (FY 2022 – 2026)	\$ 1,000,000
Gambling Revenue	\$ 890,000
Motor Fuel Tax (MFT)	<u>\$ 6,919,000</u>

<b>Annual revenue</b>	<b>\$14,564,000</b>
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*Gambling revenue includes: casino, off track betting & video gaming*

*MFT includes \$919,000 as part of the Consolidated County Program*

*MFT = \$0.47/gal for gasoline and \$0.545/gal for diesel, as of July 2024*

**MAJOR ANNUAL EXPENSES**  
**OPERATIONS/MAINTENANCE/SALARIES/BONDS**

• Salt	\$1,200,000
• Seal Coat	\$ 500,000
• Patching Misc.(materials & contracts)	\$ 550,000
• Road Paint	\$ 250,000
• Traffic Signal Maintenance	\$ 250,000
• Equipment Purchase	\$ 900,000
• Other Equipment lease or purchase	\$ 130,000
• Equipment Maintenance	\$ 600,000
• Fuel	\$ 300,000
• Drainage Misc. Maintenance	\$ 250,000
• Misc. Building Supplies/Maintenance	\$ 100,000
• Computer software misc.	\$ 90,000
• Other (barricades, signs, culverts, etc.)	\$ 130,000
• Utilities	<u>\$ 150,000</u>
Subtotal	\$5,400,000
• Salaries & Health Insurance	\$3,800,000
• Bond Payments	\$ 400,000

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**Total** **\$9,600,000**



## **Leveraged financing by applying for other funding sources**

The Highway Department has consistently leveraged the available revenue to obtain the maximum amount of dollars to address the capital needs of our roadway system. Some of those sources include:

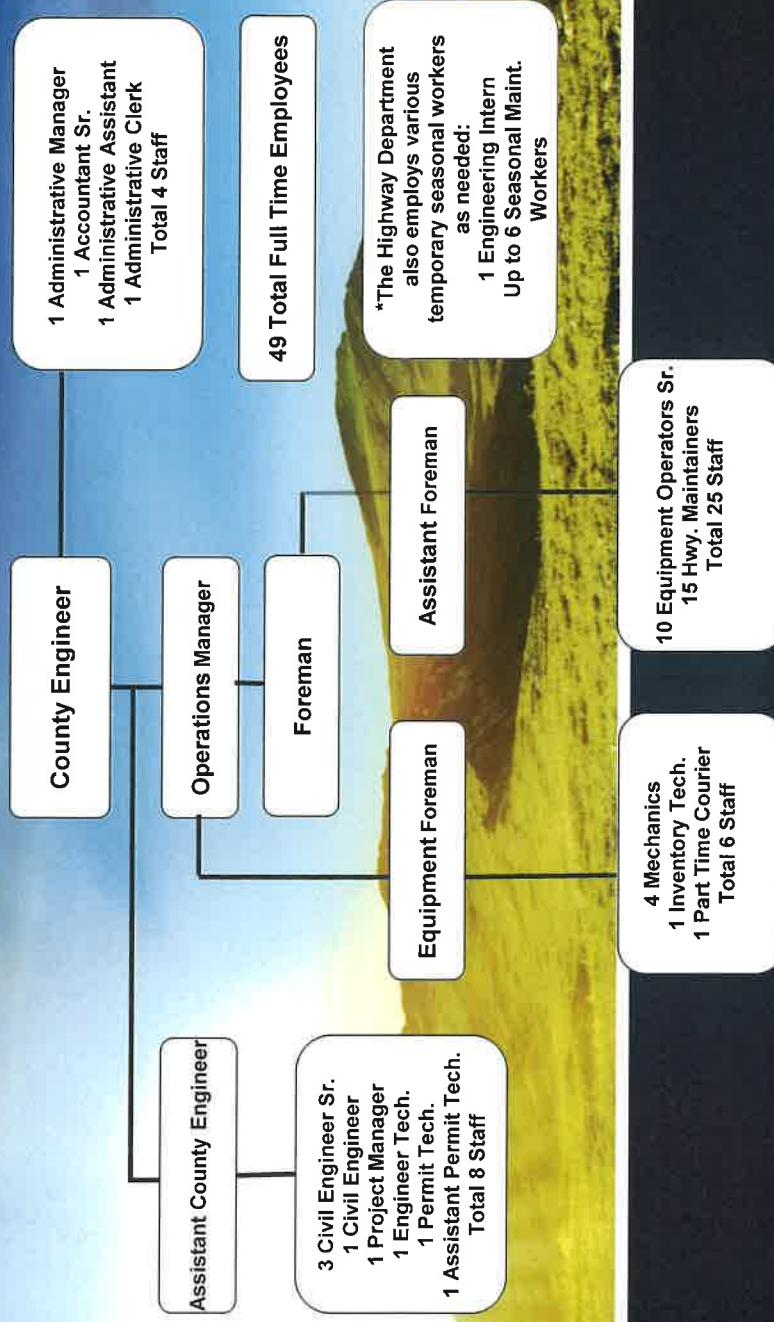
- Federal Aid Highways (varies but generally 80% of construction)
- Federal Safety Funds (varies but generally 90% of construction)
- Major Bridge Funds (varies but generally 80% of construction)
- Highway Bridge Funds (varies but generally 80% of construction)
- Economic Development Program (50% of construction)
- Truck Access Route Program (\$90k per mile and \$45k per intersection)
- IL Transp. Enhancement Program-ITEP (generally 80% of construction)
- Illinois Department of Natural Resources (grants)
- Department of Commerce and Economic Opportunity-DCEO (grants)
- FEMA and IEMA

## **HIGHWAY DEPARTMENT OVERVIEW**

The Highway is responsible for:

- 298 miles of two and four lane highways (centerline miles)
- 92 Federally regulated bridge structures
- 222 non-federally regulated small structures
- Over 1,000 drainage structures
- 66 traffic signals
- 5,000+ roadway signs
- 130,400 feet of guardrail at 378 locations
- Maintain/mow over 1,500 acres of Right-of-Way
- 24 miles of multi-use paths
- 200 street lights
- Over 100 pieces of equipment
- 28 plow/dump trucks
- 27 lighter duty vehicles (pick-up trucks, SUV's)
- 60 Flashing warning lights (32 locations)
- Engineering design, project management and construction inspection for capital road improvement projects
- In-service bridge inspections for county and township bridges
- Storm water ordinance compliance & flood plain management
- Miscellaneous Permits (Overweight/oversize vehicles, utilities in right-of-way, access/driveways, etc.)
- Noxious Weed control
- Supervise the townships' motor fuel tax and township bridge programs

# Winnebago County Highway Department





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, March 18, 2025

**Resolution Title:**

**(25-018)** Resolution Authorizing the Execution of a Development Agreement between the County of Winnebago and White Oak Trust for Improvements to Old River Road. (Section: 25-00740-00-WR)

**Board Meeting Date:** Thursday, March 27, 2025

**Budget Information:**

<b>Was item budgeted</b>	yes	<b>Appropriation Amount:</b> \$ 110,000
<b>If not, explain funding source:</b>		
<b>ORG/OBJ/Project Code:</b>	461-46330	<b>Budget Impact:</b> \$ 110,000

**Background Information:**

By the County's access ordinance, the developer has to install a southbound left turn lane on Old River Road, a county highway, for a subdivision located at the southeast quadrant of the Roscoe Rd/Old River Rd intersection in the village of Roscoe. The Highway Department has plans to improve the above mentioned intersection in the near future. This agreement will allow the County's portion of the improvement to be included in the developer's construction contract and that way, the South portion of the intersection will be completed with less disruption to the public.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING THE EXECUTION OF A  
DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND  
WHITE OAK TRUST FOR IMPROVEMENTS TO OLD RIVER ROAD  
(SECTION 25-00740-00-WR)**

**WHEREAS**, White Oak Trust (DEVELOPER) is in the process of developing the residential subdivision known as Hawks Pointe Plat No: 6 located at the South-East corner of the Old River Road and Roscoe Road intersection; and

**WHEREAS**, certain roadway improvements are required by County Ordinance on Old River Road, South of Roscoe Road, to provide access to a future Village of Roscoe Street, platted as Sparrow Lane for the aforementioned subdivision, at an estimated cost to the DEVELOPER of \$140,000; and

**WHEREAS**, Old River Road is under the jurisdiction of the COUNTY, and the COUNTY has plans to improve the intersection with Roscoe Road; and

**WHEREAS**, the DEVELOPER agrees to incorporate the COUNTY's portion of the improvements along with the work required as part of the proposed access; and

**WHEREAS**, the County Engineer recommends that since Old River Road will be under construction for the improvements associated with the proposed development mentioned above, and to improve safety, to manage high right turning movement traffic and for less disruption to the travelling public, it would be in the public interest to install a north-bound right turn lane at the intersection of Old River Road and Roscoe Road at the estimated cost to the COUNTY of \$ 110,000, with the final cost being based on bid prices and final measured quantities; and

**WHEREAS**, it would be in the public interest to enter into the attached Development Agreement with White Oak Trust to share in the cost of roadway improvements on Old River Road South of Roscoe Road.

**NOW THEREFORE BE IT RESOLVED** that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a Development Agreement with White Oak Trust to share in the cost of roadway improvements on Old River Road South of Roscoe Road, form substantially as attached hereto; and

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

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

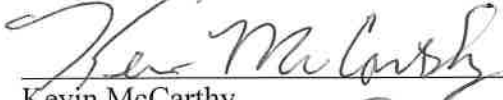
Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

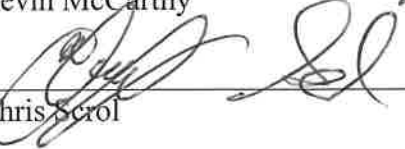
DISAGREE

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


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

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

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

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

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

\_\_\_\_\_  
Ray Thompson  
  
\_\_\_\_\_  
Jim Webster

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

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

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

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

ATTEST:

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

**DEVELOPMENT AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO AND  
WHITE OAK TRUST FOR  
IMPROVEMENTS TO OLD RIVER ROAD (CH 64)  
(SECTION: 25-00740-00-WR)**

THIS AGREEMENT (AGREEMENT) is entered into this \_\_\_ day of March 2025, by and between **WHITE OAK TRUST** (DEVELOPER), and the COUNTY OF WINNEBAGO, an Illinois Body Politic (COUNTY). The DEVELOPER and the COUNTY are sometimes collectively referred to herein as the "PARTIES."

**RECITALS**

**WHEREAS**, the DEVELOPER is in the process of developing a residential subdivision called Hawks Pointe No. 6 located at the southeast quadrant of the Old River Road / Roscoe Road intersection in the Village of Roscoe; and

**WHEREAS**, the COUNTY has required the DEVELOPER, as part of its Access Ordinance, to complete certain road improvements on Old River Road to provide access to said subdivision; and

**WHEREAS**, Old River Road is under the jurisdiction of the COUNTY, and the COUNTY has plans to improve the Old River Road/Roscoe Road intersection in the near future; and

**WHEREAS**, the DEVELOPER agrees to incorporate the COUNTY's planned improvements on Old River Road, immediately South of Roscoe Road, along with the required improvements by the Access Ordinance; and

**NOW, THEREFORE**, in consideration of the promises and covenants herein contained, the PARTIES agree that:

**PURPOSE AND OBJECTIVES.** The purpose of this agreement is to provide for roadway improvements on Old River Road from Roscoe Road southerly for a distance of 700 feet, said improvements consisting of some turn lanes, widening, resurfacing and other related improvements.

**I. TERMS OF AGREEMENT**

A. The DEVELOPER agrees to do as follows;

1. To design and prepare all plans and specifications for the construction of improvements on Old River Road, including a southbound left turn lane to the new access (future Sparrow Lane) to Hawks Pointe No. 6 as required by the COUNTY; and a northbound right turn lane at Roscoe Road to be paid by the COUNTY, resurfacing and all other related improvements on Old River Rd south of Roscoe Road.
2. To receive bids, award a construction contract and provide construction management to ensure that the improvements are constructed in accordance with the approved plans and specifications. The COUNTY's share of the work will be bid as an alternate.
3. To inform the COUNTY of the results of the bids prior to awarding a contract.

4. To pay all costs associated with designing and constructing the improvements. The estimated construction costs are as follows: (final costs will be based on bid prices and final measured quantities)

- DEVELOPER: \$140,000
- COUNTY: \$110,000

B. The COUNTY agrees to do as follows;

1. To issue an access permit to Old River Road for Hawks Pointe No. 6 at Sparrow Lane, a future village of Roscoe street as shown on the plat, after all the improvements per the approved plans are completed, inspected and approved.
2. To inform the DEVELOPER within five working days, after receiving bids, whether the COUNTY will proceed with the COUNTY's share of the work.
3. To reimburse the DEVELOPER the final costs for construction of the County's northbound to eastbound right turn lane currently estimated to be one hundred ten thousand dollars (\$110,000.00). The final cost will be based on bid prices and measured quantities.
4. To pay within sixty days after receipt of an invoice from the DEVELOPER.

**II. EFFECTIVE DATE.**

This Agreement shall commence on the date of execution by all parties hereto.

**III. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding up and inure to the benefit of the parties hereto and their respective successors and assigns.

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

COUNTY OF WINNEBAGO, IL

DEVELOPER

By: \_\_\_\_\_  
Joseph Chiarelli, Chairman of the  
County Board  
County of Winnebago, IL

By: \_\_\_\_\_  
Josh Petry, Trustee  
White Oak Trust

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

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



## Location Map





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, March 18, 2025

**Resolution Title:**

**(25-019)** Resolution Authorizing the Conveyance of a Parcel of Right-of-Way Located on Perryville Road North of Crimson Ridge Drive in the City of Rockford

**Board Meeting Date:** Thursday, March 27, 2025

**Budget Information:**

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

**Background Information:**

The owners of the building at 839 N Perryville Road, located just North of Crimson Ridge, would like to move their existing sign to a more visible location. The current sign is not as visible due to the existing topography and the City of Rockford zoning ordinances do not allow a higher sign. The proposed parcel measures 25' (from the property line) x 15'. That right-of-way is not needed for highway purposes in the foreseeable future.

The County Board approved on June 13, 2013, by resolution 2013 CR 070, the sale of a strip of right-of-way to a previous owner of said property for parking lot expansion, but that work didn't happen and the sale never took place.

The property owner will pay the appraised value of \$1,615, or \$4.31/SF, and all other closing costs.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval, the

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING THE CONVEYANCE OF A  
PARCEL OF RIGHT-OF-WAY LOCATED ON  
PERRYVILLE ROAD NORTH OF CRIMSON RIDGE DRIVE  
IN THE CITY OF ROCKFORD**

**WHEREAS** the County of Winnebago has jurisdiction of Perryville Road (CH 11) right-of-way; and

**WHEREAS** the property owner, Timothy J. Leake, as Trustee of the Land Trust known as Trust Number 04012022 (OWNER), at 839 N Perryville Road (PIN No.12-23-151-004), with frontage along the East side of Perryville Road, desires to acquire a 375 Sq. Ft. (25 ft x 15 ft) parcel of right-of-way, as shown in the plat in Exhibit A, for the purpose of relocating a business sign for better visibility; and

**WHEREAS** due to topographic conditions, the existing sign is somewhat obscured and said portion of right-of-way is not needed for roadway purposes; and

**WHEREAS** OWNER has made an offer of \$1,615.00, the appraised value, for the above-described parcel of right-of-way and to pay for all other costs incurred in this conveyance of property; and

**WHEREAS** it would be in the public interest for Winnebago County to sell its interest and convey by quit claim deed to OWNER, the adjacent property owner, the requested parcel of right of way along the East side of Perryville Road as noted above; and

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the sale of a 375 Sq. Ft. parcel of right-of-way located directly West of Lot 5 in Plat No. 2 of Crimson Ridge Estates (PIN No. 12-23-151-004), as shown in attached Exhibit A, for the sum of \$1,615.00 be conveyed to Timothy J. Leake, as Trustee of the Land Trust known as Trust Number 04012022 , and the Chairman of the County Board shall execute all documents needed to effectuate the sale.

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

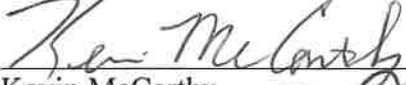
**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the County Administrator, County Auditor and County Engineer.

Respectfully submitted  
PUBLIC WORKS COMMITTEE

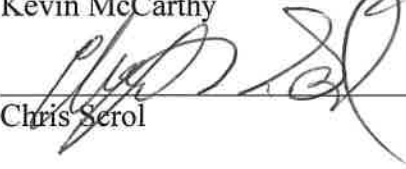
AGREE



Dave Tassoni, Chairman

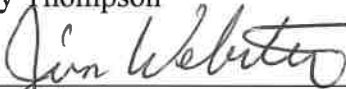


Kevin McCarthy



Chris Scrol

Ray Thompson



Jim Webster

DISAGREE

Dave Tassoni, Chairman

Kevin McCarthy

Chris Scrol

Ray Thompson

Jim Webster

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

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

ATTEST:

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

# EXCESS RIGHT-OF-WAY PLAT

OF  
PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 44 NORTH, RANGE  
2 EAST OF THE THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS



Found 5/8" Iron Pipe  
0.22' East

CURVE C-1  
 $\Delta = 0^\circ 21' 17''$   
 $R = 11,189.50'$  (11,189.50')  
 $L = 69.29'$   
 $CB = N 1^\circ 17' 14'' E$   
 $CD = 69.29'$

AREA =  
375 sq. ft.

S  $88^\circ 55' 42'' E$   
25.00'  
Curve C-2  
N  $88^\circ 55' 42'' W$   
25.00'

LOT 5

CURVE C-2  
 $\Delta = 0^\circ 04' 37''$   
 $R = 11,164.50'$   
 $L = 15.00'$   
 $CB = N 1^\circ 04' 18'' E$   
 $CD = 15.00'$

CURVE C-3  
 $\Delta = 0^\circ 04' 37''$   
 $R = 11,189.50'$  (11,189.50')  
 $L = 15.00'$   
 $CB = S 1^\circ 04' 18'' W$   
 $CD = 15.00'$

Found 5/8" Iron Pin

PLAT NO. 2 OF  
CRIMSON RIDGE ESTATES  
Recorded July 8, 1991 in Book 39 of Plats on  
Page 52A, as Document No. 1932934

Found 5/8" Iron Pin

COUNTY HIGHWAY 11  
(PERRYVILLE ROAD)

"Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M. recorded in Book \_\_\_\_\_ of Plats, page \_\_\_\_\_  
and examined."

County Recorder  
Document Number \_\_\_\_\_

Found 5/8" Iron Pin

Found 5/8" Iron Pin

CRIMSON RIDGE DRIVE

A parcel of land being part of the Northwest Quarter of Section 23, Township 44 North, Range 2 East of the Third Principal Meridian, Winnebago County, Illinois, described as follows:

Commencing at the Northwest corner of Lot 4 as designated upon Plat No. 2 of Crimson Ridge Estates being a subdivision of part of the Northwest Quarter of Section 23, Township 44 North, Range 2 East of the Third Principal Meridian, the plat of which subdivision was recorded July 8, 1991 in Book 39 of Plats on Page 62A, as Document No. 1932934 in the Recorder's Office of Winnebago County, Illinois, said point lying in the Easterly line of a public road designated County Highway 11, (Perryville Road); thence Northerly along the Easterly line of said County Highway 11, (Perryville Road) along a circular curve to the left whose radius is 11,189.50 feet and whose center lies to the West, the long chord of which curve bears North 1 degree 17 minutes 14 seconds East, a chord distance of 69.29 feet to the Point of Beginning for the hereinafter described parcel of land; thence North 88 degrees 55 minutes 42 seconds West, a distance of 25.00 feet; thence Northerly along a circular curve to the left whose radius is 11,164.50 feet and whose center lies to the West, the long chord of which curve bears North 1 degree 04 minutes 18 seconds East, a chord distance of 15.00 feet; thence South 88 degrees 55 minutes 42 seconds East, a distance of 25.00 feet to a point in the Easterly line of said County Highway 11, (Perryville Road); thence Southerly along the Easterly line of said County Highway 11, (Perryville Road) along a circular curve to the right whose radius is 11,189.50 feet and whose center lies to the West, the long chord of which curve bears South 1 degree 04 minutes 18 seconds West, a chord distance of 15.00 feet to the Point of Beginning, containing 375 square feet, more or less, all being situated in the County of Winnebago and the State of Illinois.

I hereby state that this is a True and Correct Plat made under my direction for the Winnebago County Highway Department.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Lee S. Sprecher  
Illinois Professional Land Surveyor No. 3436  
Arc Design Resources, Inc.  
5291 Zenith Parkway  
Loves Park, IL 61111  
(815) 484-4300



My current license expires \_\_\_\_\_





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, March 18, 2025

**Resolution Title:**

**(25-020)** Resolution Authorizing the Award of a Bid for Kishwaukee Road Improvements-Widening & Resurfacing (Section: 24-00731-00-WR)

**Board Meeting Date:** Thursday, March 27, 2025

**Budget Information:**

<b>Was item budgeted</b>	yes	<b>Appropriation Amount:</b>	\$ 500,000
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b>	461-46330	<b>Budget Impact:</b>	\$ 456,769.36

**Background Information:**

The County board approved on August 22, 2024, by resolution No 2024 CR 127, an agreement with the Greater Airport Rockford Airport Authority to widen Kishwaukee Road to 3 lanes in the area adjacent to airport property where the Amazon facility is located. The Airport paid for all engineering costs (\$90,000) and will contribute \$100,000 for construction costs. The bid came out just below the engineer's estimate.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**25-CR-020**

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

**RESOLUTION AUTHORIZING THE AWARD OF BID FOR  
KISHWAUKEE ROAD IMPROVEMENTS  
(SECTION: 24-00731-00-WR)**

**WHEREAS**, the County of Winnebago has planned to widen  $\frac{1}{4}$  mile of Kishwaukee Road between Belt Line Road and Airport Drive; and

**WHEREAS**, in connection with said project, one bid was received, as shown on the attached bid tab, at the Winnebago County Highway Department on March 14, 2025 for Section 24-00731-00-WR with the low bid being from **Rock Road Companies, Inc.** in the amount of **\$456,769.36**; and

**WHEREAS**, it would be in the public interest to award this project to the lowest bidder Rock Road Companies, Inc. in the amount of \$456,769.36

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on March 14, 2025 for Section 24-00731-00-WR from Rock Road Companies, Inc. in the amount of \$456,769.36 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Rock Road Companies, Inc. for the above noted work; and

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

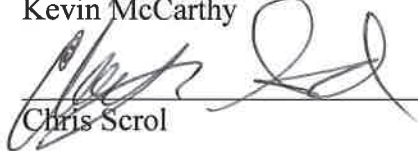
**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

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

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

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

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

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

DISAGREE

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

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

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

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

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

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

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

ATTEST:

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





Illinois Department  
of Transportation

## Tabulation of Bids



Local Public Agency	County	Section Number	Letting Date
Winnebago County Highway Department	Winnebago	24-00731-00-WR	03/14/25
Approved Engineer's Estimate	Attended By (IDOT Representative(s))		
\$0.00	Matt Fox (WCHD) Prafull Soni(WCHD)		
Bidder's Name		Rock Road Companies, Inc.	
Bidder's Address		P.O.Box 1818	
City, State, Zip		Janesville, WI-53547	
Proposal Guarantee		Bid Bond	
Terms			

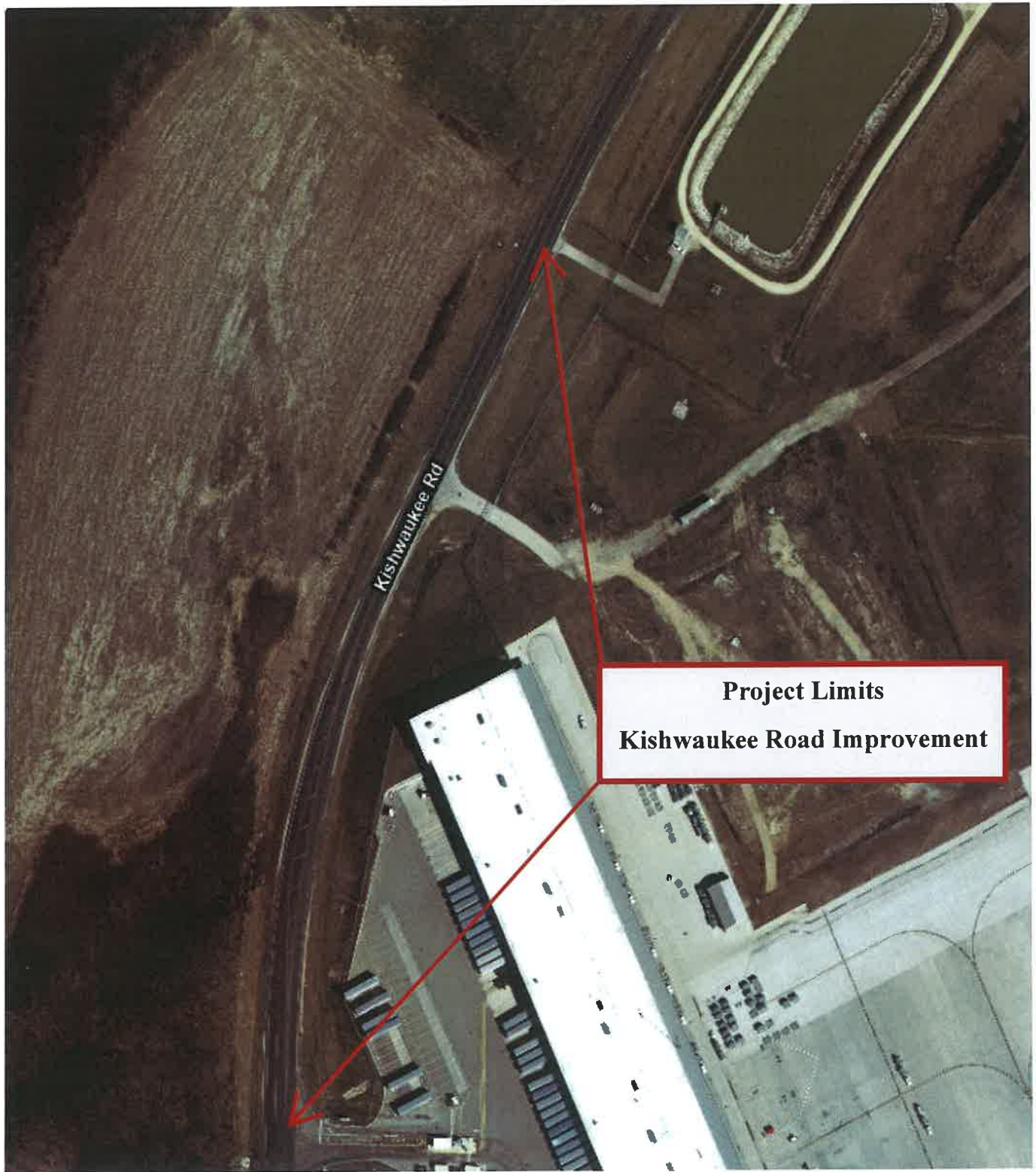
### Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
20200100	EARTH EXCAVATION		CU YD	1001.00	\$0.00	\$0.00	\$60.4000	\$60,460.40	\$0.00	\$0.00
25000210	SEEDING CL 2A		ACRE	0.50	\$0.00	\$0.00	\$18,119.220	\$9,059.61	\$0.00	\$0.00
25000400	NITROGEN FERT NUTR		POUND	45.00	\$0.00	\$0.00	\$4.0300	\$181.35	\$0.00	\$0.00
25000500	PHOPHOURS FERT NUTR		POUND	45.00	\$0.00	\$0.00	\$4.0300	\$181.35	\$0.00	\$0.00
25000600	POTASSIUM FERT NUTR		POUND	45.00	\$0.00	\$0.00	\$4.0300	\$181.35	\$0.00	\$0.00
28000400	PERIMETER EROS BAR		FOOT	1400.00	\$0.00	\$0.00	\$6.7200	\$9,408.00	\$0.00	\$0.00
28000500	INLET & PIPE PROTECT		EACH	5.00	\$0.00	\$0.00	\$308.1900	\$1,540.95	\$0.00	\$0.00
30300001	AGG SUBGRADE IMPROVE		CU YD	30.00	\$0.00	\$0.00	\$50.3300	\$1,509.90	\$0.00	\$0.00
31101200	SUB GRAN MAT B 4		SQ YD	1750.00	\$0.00	\$0.00	\$13.0900	\$22,907.50	\$0.00	\$0.00
40600275	BIT MATLS PR CT		POUND	3600.00	\$0.00	\$0.00	\$0.5300	\$1,908.00	\$0.00	\$0.00
40600290	BIT MATLS TACK CT		POUND	6500.00	\$0.00	\$0.00	\$0.4200	\$2,730.00	\$0.00	\$0.00
40603085	HMA BC IL-19.0 N70		TON	1225.00	\$0.00	\$0.00	\$89.1100	\$109,159.75	\$0.00	\$0.00
40604062	HMA SC IL-9.5 D N70		TON	450.00	\$0.00	\$0.00	\$86.9600	\$39,132.00	\$0.00	\$0.00
44000100	PAVEMENT REM		SQ. YD	1300.00	\$0.00	\$0.00	\$25.1700	\$32,721.00	\$0.00	\$0.00
418101600	AGGREGATE SHLDS B 8		SQ YD	1100.00	\$0.00	\$0.00	\$15.1400	\$16,654.00	\$0.00	\$0.00
48203029	HMA SHOULDERS 8		SQ YD	1100.00	\$0.00	\$0.00	\$50.8800	\$55,968.00	\$0.00	\$0.00
25100630	EROSIONCONTR BLANKET		SQ YD	2400.00	\$0.00	\$0.00	\$2.5200	\$6,048.00	\$0.00	\$0.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
56400300	FIRE HYDNTS TO BE ADJ		EACH	1.00		\$0.00	\$1,006.6200	\$1,006.62		\$0.00		\$0.00
60108104	PIPE UNDERDR T 1 4		FOOT	20.00		\$0.00	\$120.7900	\$2,415.80		\$0.00		\$0.00
67100100	MOBILIZATION		L SUM	1.00		\$0.00	\$25,035.6600	\$25,035.66		\$0.00		\$0.00
76000100	THPL PVT MK LTR & SYM		SQ FT	109.20		\$0.00	\$6.5400	\$714.17		\$0.00		\$0.00
78000200	THPL PVT MK LINE 4		FOOT	6670.00		\$0.00	\$0.7500	\$5,002.50		\$0.00		\$0.00
78000500	THPL PVT MK LINE 8		FOOT	920.00		\$0.00	\$1.5100	\$1,389.20		\$0.00		\$0.00
78000600	THPL PVT MK LINE 12		FOOT	200.00		\$0.00	\$2.2600	\$452.00		\$0.00		\$0.00
78100100	RAISED REFL PAVT MK		EACH	66.00		\$0.00	\$65.4300	\$4,318.38		\$0.00		\$0.00
X4401198	HMA SURF REM VAR DP		SQ YD	3600.00		\$0.00	\$4.1900	\$15,084.00		\$0.00		\$0.00
X4430200	STR REFL CR CTRL TRMT		FOOT	2500.00		\$0.00	\$5.0500	\$12,625.00		\$0.00		\$0.00
X7010206	TRAF CPNT & PRO SPL		L SUM	1.00		\$0.00	\$7,046.3700	\$7,046.37		\$0.00		\$0.00
X7240500	RELOC EX SIGNS		EACH	5.00		\$0.00	\$352.3200	\$1,761.60		\$0.00		\$0.00
Z0013798	CONSTRUCTION LAYOUT		L SUM	1.00		\$0.00	\$10,166.9000	\$10,166.90		\$0.00		\$0.00
<b>Total Bid:</b>						As Read:						
						As Calculated:		\$456,769.36		\$0.00		\$0.00
						% Over/Under:						

## Location Map

SEC 24-00731-00-WR





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, March 18, 2025

**Resolution Title:**

**(25-021)** Resolution Authorizing the Award of Bid for S Mulford Rd and Linden Road Resurfacing (Section 25-00000-02-GM)

**Board Meeting Date:** Thursday, March 27, 2025

**Budget Information:**

<b>Was item budgeted</b>	yes	<b>Appropriation Amount:</b>	\$ 20,000
<b>If not, explain funding source:</b>			
<b>ORG/OBJ/Project Code:</b>	464-46330	<b>Budget Impact:</b>	\$ 18,000

**Background Information:**

This started as a combined project between Cherry Valley Township and the Village of Cherry Valley. Since the County has jurisdiction of S. Mulford Road from Linden Rd to Harrison Ave, the Highway Department decided to include a small 400 feet section North of Linden Road (up to the improvements the State did when they replaced the Mulford Road bridge over US 20). The County's share of the cost is approximately \$18,000, or 3%, with final cost to be determined by final measured quantities. The Township's and Village's combined share of the cost is \$558,304.61.

By State requirement, the County Board awards township's projects that utilize MFT funds.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

After County Board approval.

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

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

**25-CR-XXX**

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

**RESOLUTION AUTHORIZING THE AWARD OF BID FOR  
MULFORD ROAD & LINDEN ROAD RESURFACING  
(SECTION: 25-00000-02-GM)**

**WHEREAS**, the Township of Cherry Valley (TOWNSHIP) and the Village of Cherry Valley (VILLAGE) have planned to resurface their respective sections of S Mulford Road from Blackhawk Rd to Linden Road; and Linden Road from S Mulford Road to Perryville Rd; and

**WHEREAS**, Winnebago County (COUNTY) has jurisdiction of S Mulford Road North of Linden Road, and a 400 feet section up to Shetland Road is in need of repair, the Highway Department decided to include it in the TOWNSHIP'S and VILLAGE'S project; and

**WHEREAS**, in connection with said project, bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on March 18, 2025 for COUNTY's Section 25-00000-02-GM, VILLAGE's Section 25-00000-02-GM and TOWNSHIP'S Section 25-02000-02-GM with the low bid being from Rock Road Companies, Inc. in the amount of \$576,304.61; and the COUNTY's share of the cost is estimated at \$18,000; and

**WHEREAS**, it would be in the public interest to award this project to the low bidder Rock Road Companies, Inc. in the amount of \$576,304.61.

**NOW THEREFORE BE IT RESOLVED** by the County Board of the County of Winnebago, Illinois that the low bid received on March 18, 2025 from Rock Road Companies, Inc. for COUNTY's Section 25-00000-02-GM, VILLAGE's Section 25-00000-02-GM and TOWNSHIP'S Section 25-02000-02-GM in the amount of \$576,304.61 is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with Rock Road Companies, Inc. for the above noted work; and

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

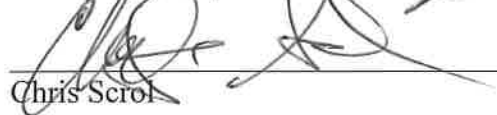
**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

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

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

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

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

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

DISAGREE

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

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

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

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

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

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

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

ATTEST:

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



## Tabulation of Bids



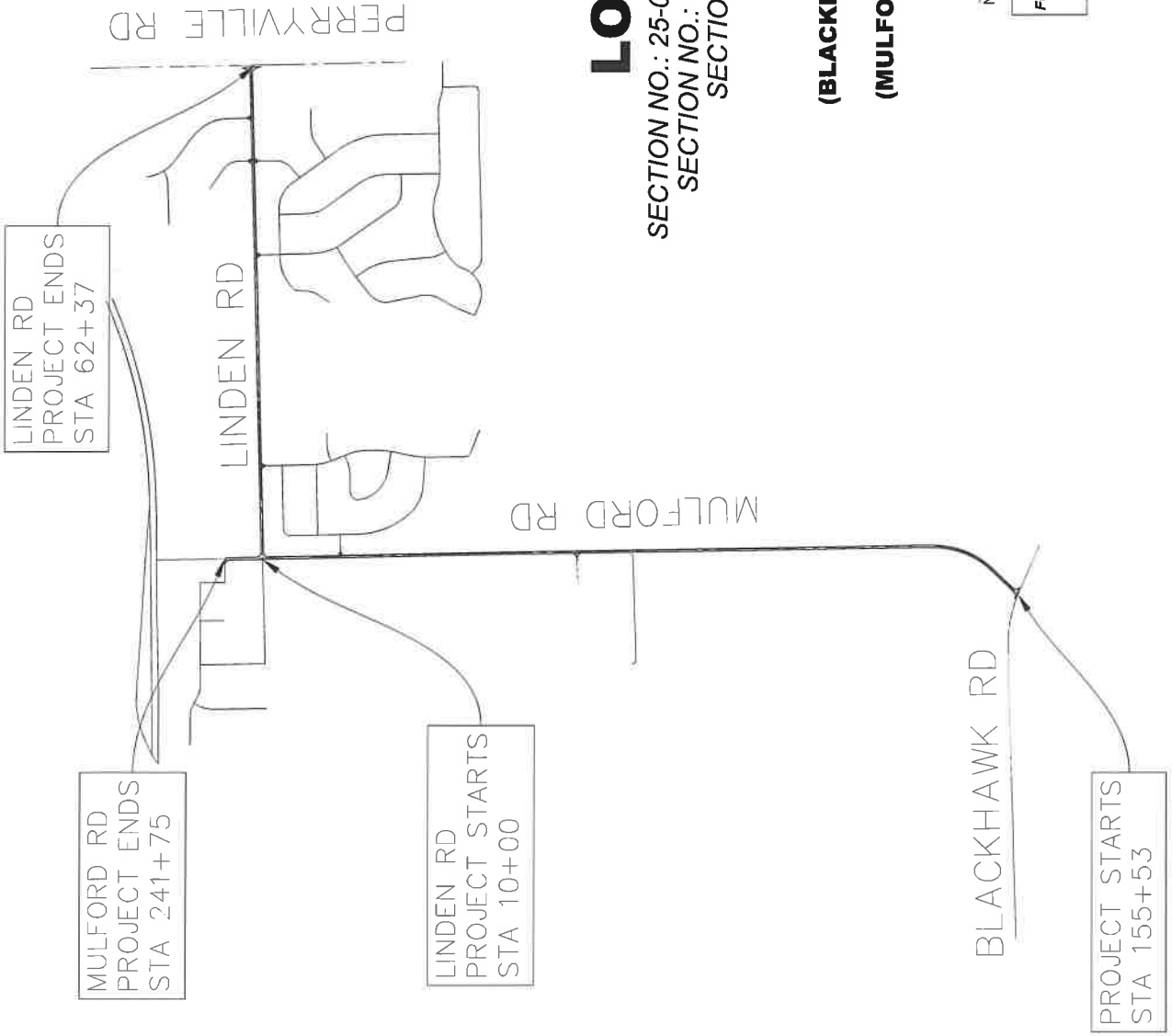
Local Public Agency	County	Section Number	Letting Date
Cherry Valley Township, Village of Cherry Valley, Winnebago County	Winnebago	25-02000-02-GM	03/18/25

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
\$700,158.45	

Bidder's Name	Rock Road Companies		
Bidder's Address	PO Box 1818		
City, State, Zip	Janesville, WI. 53547		
Proposal Guarantee	Bid Bond of 5%		
Terms			

### Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
40600275	BIT MATLS PR CT		TON	63	\$1.0000	\$63.00	\$0.0100	\$0.63		\$0.00		\$0.00
40604060	HMA SC IL-9.5 "D" N50		TON	4484	\$80.0000	\$358,720.00	\$84.4200	\$378,539.28		\$0.00		\$0.00
40600990	TEMPORARY RAMP		SQ YD	327	\$15.0000	\$4,905.00	\$26.5500	\$8,681.85		\$0.00		\$0.00
44000157	HMA SURF REM 2		SQ YD	40037	\$7.0000	\$280,259.00	\$2.6000	\$104,096.20		\$0.00		\$0.00
48102100	AGG WEDGE SHLDR TY-B		TON	1016	\$25.7500	\$26,162.00	\$33.9700	\$34,513.52		\$0.00		\$0.00
70100460	TRAF CONT-PROT 701306		L SUM	1	\$8,500.0000	\$8,500.00	\$29,239.5800	\$29,239.58		\$0.00		\$0.00
78000200	THPL PVT MK LINE 4		FOOT	31263	\$0.6500	\$20,320.95	\$0.6500	\$20,320.95		\$0.00		\$0.00
78000650	THPL PVT MK LINE 24		EACH	234	\$5.2500	\$1,228.50	\$3.9000	\$912.60		\$0.00		\$0.00
<b>Total Bid:</b>							As Read:					
							As Calculated:	\$576,304.61	\$0.00	\$0.00		
							% Over/Under:	(17.69)%				



## LOCATION MAP

SECTION NO.: 25-00000-00-GM (VILLAGE OF CHERRY VALLEY )  
SECTION NO.: 25-02000-02-GM (CHERRY VALLEY TWP)  
SECTION NO.: 25-00000-02-GM (WCHD)

**MULFORD ROAD**  
**(BLACKHAWK ROAD TO SHETLAND ROAD)**  
**LINDEN ROAD**  
**(MULFORD ROAD TO PERRYVILLE ROAD)**

MULFORD ROAD: 8,622 FT = 1.63 MILES  
LINDEN ROAD: 5,237 FT = 0.99 MILES  
NET PROJECT LENGTH: 13,859 FT = 2.62 MILES

ADT: 3,500 (2022) 0% TRUCKS  
FUNCTIONAL CLASSIFICATION: MAJOR COLLECTOR  
DESIGN SPEED: 55 MPH  
DESIGN POLICY: LAFO





# Resolution Executive Summary

**Prepared By:** Winnebago County Highway Department

**Committee:** Public Works Committee

**Committee Date:** Tuesday, March 18, 2025

**Resolution Title:**

**(25-022)** Resolution to Request Permission from IDOT for Intermittent Closure of Some State Highways for the Ironman 70.3 Rockford Event

**Board Meeting Date:** Thursday, March 27, 2025

**Budget Information:**

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

**Background Information:**

The Rockford Area Convention and Visitors Bureau is sponsoring and assisting on a triathlon event (IRONMAN 70.3) on June 22, 2025. It will be held in the City of Rockford, the Village of Rockton and unincorporated Winnebago County. The cycling portion of the event will be on and across several State, County, Township, City and Village roads (route is attached). The Illinois Department of Transportation requires resolutions approved by local agencies for traffic control along and across state highways. This resolution is for the unincorporated areas, with the Sheriff Department providing the needed traffic control at the cost of the organizer. The City of Rockford and the Village of Rockton are providing similar resolutions for State roads within their municipal boundaries, with their police departments providing traffic control in their jurisdictions.

**Recommendation:**

Staff recommends approval

**Contract/Agreement:**

N/A

**Legal Review:**

By the State Attorney's office.

**Follow-Up:**

Resolution to be submitted to IDOT for issuance of the required permit.

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

**25-CR-XXX**

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

**RESOLUTION TO REQUEST PERMISSION FROM IDOT FOR  
INTERMITTENT CLOSURE OF SOME STATE HIGHWAYS FOR THE  
IRONMAN 70.3 ROCKFORD EVENT**

**WHEREAS**, the Rockford Area Convention & Visitors Bureau is sponsoring and assisting an international triathlon event called IRONMAN 70.3 Rockford, organized by WTC – World Triathlon Corporation in the County of Winnebago which will include various public streets, as show on the map in exhibit A, which constitutes a public purpose; and

**WHEREAS**, several coordination meetings have taken place in the last few months with the event organizers, representatives from the City of Rockford, Rockford Fire Department, Rockford Police, Village of Rockton, Rockton Fire Department, Rockton Police, County Sheriff, County Highway Department, Rockford Park District and others; and

**WHEREAS**, Section 4-408 of the Illinois Highway Code, 605 ILCS 5/4-408, authorizes the Illinois Department of Transportation (IDOT) to issue permission to local authorities to intermittently close a State Highway for such public purposes; and

**WHEREAS**, the event organizers have asked the City of Rockford, the Village of Rockton and Winnebago County for assistance to procure permission from IDOT for the intermittent closure of State Highways located within those municipal borders and within unincorporated Winnebago County; and

**WHEREAS**, the route for the cycling portion of the event, to be held on June 22, 2025, will require intermittent partial closures from 7:00 am to 2:00 pm, of the following segments of State Highways located in unincorporated Winnebago County:

- US Bus 20 from approximately a half mile West of Springfield Ave. to Meridian Road
- IL Route 70 at the intersection with Meridian Road
- IL Route 75 at the intersection with Meridian Road
- IL Route 75 from Wheeler Rd to the western boundaries of the Village of Rockton
- Harrison Road from IL Route 75 to IL Route 70

**NOW THEREFORE, BE IT RESOLVED** by the Board of the County of Winnebago that permission to intermittently close US Bus 20 from approximately a half mile West of Springfield Ave. to Meridian Road, IL Route 70 at the intersection with Meridian Road, IL Route 75 at the intersection with Meridian Road, IL Route 75 from Wheeler Rd to the western boundaries of the Village of

Rockton and Harrison Rd from IL Route 75 to IL Route 70, be requested of the Illinois Department of Transportation; and

**BE IT FURTHER RESOLVED** that the intermittent closures shall occur during the approximate time period between 7:00 am and 2:00 pm on June 22, 2025; and

**BE IT FURTHER RESOLVED** that the County assumes responsibility for the direction, protection and regulation of traffic of the sections of State Highways listed above during the times the intermittent closures are in effect; and

**BE IT FURTHER RESOLVED** that Winnebago County Sheriff deputies will provide public safety and traffic control on those segments of State Highways: US Bus 20, Illinois Route 70, Illinois Route 75 and Harrison Rd located in unincorporated Winnebago County; and also on County and Township Roads outside of municipal boundaries; and

**BE IT FURTHER RESOLVED** that emergency vehicles in emergency situations will be permitted to pass through the intermittently closed area as swiftly as is safe for all concerned; and

**BE IT FURTHER RESOLVED** that to the fullest extent permitted by law, WTC – World Triathlon Corporation shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is subject of this Resolution; and

**BE IT FURTHER RESOLVED** that this obligation is binding upon WTC – World Triathlon Corporation regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents; and

**BE IT FURTHER RESOLVED** that the County shall procure from the event organizer, WTC – World Triathlon Corporation., a comprehensive liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested intermittent road closures with a copy of said policy or endorsement being provided to the Department before said event; and

**BE IT FURTHER RESOLVED** that the County shall also procure from the event organizer, WTC – World Triathlon Corporation., a comprehensive liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has Winnebago County, IL, and Burritt Township, their officials, employees and agents as insureds and which protects them from all claims arising from the requested intermittent road closures with a copy of said policy or endorsement being provided to the County before said event; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the condition of said permission.

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

Respectfully submitted  
PUBLIC WORKS COMMITTEE

AGREE

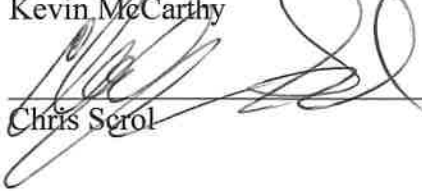
DISAGREE



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



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



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

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



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

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

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

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Chris Scrol

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

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

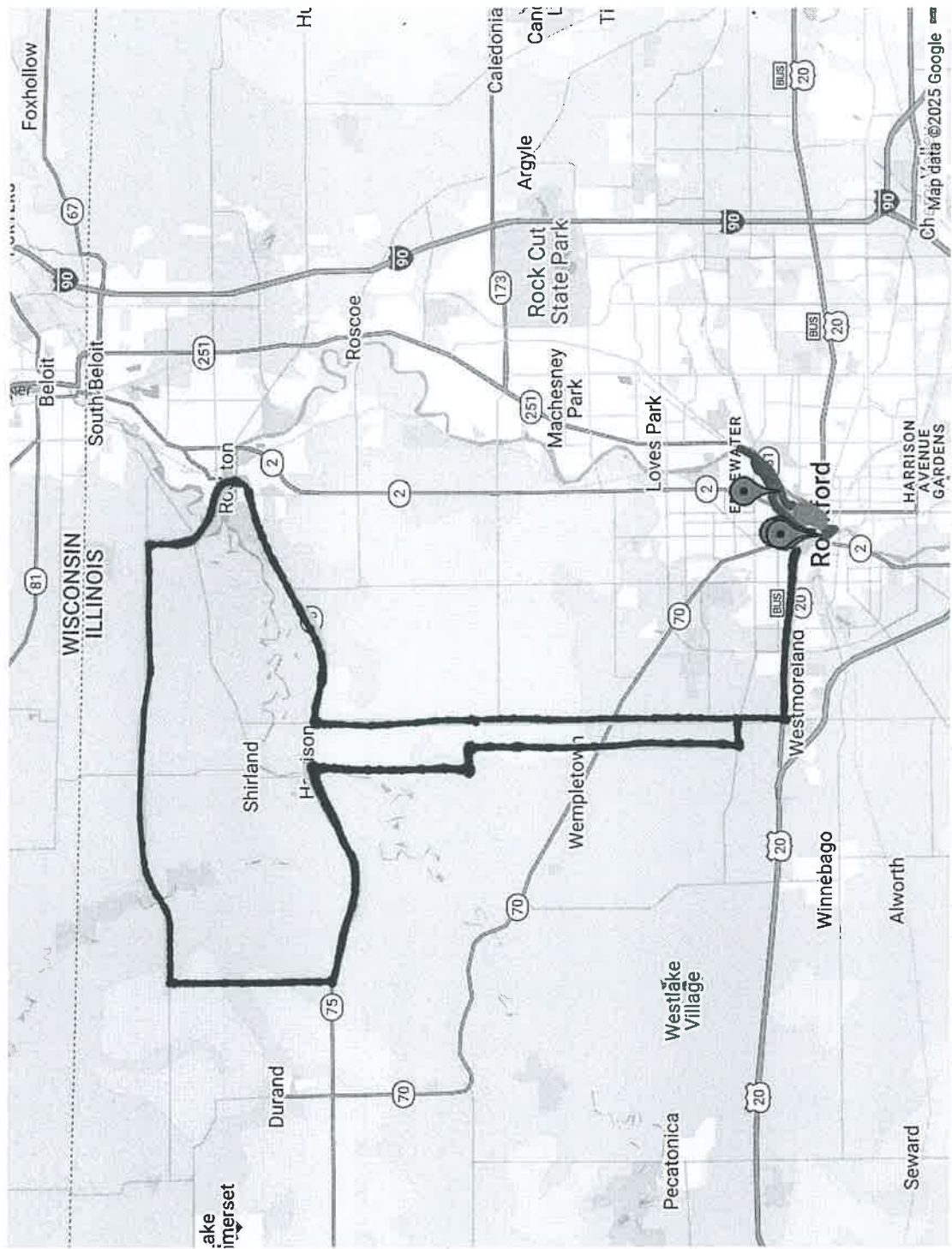
The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

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

# IRONMAN 70.3 Rockford EXHIBIT A



IRONMAN 70.3 Rockford 2025  
Swim Course

- Start of IRONMAN 70.3 Rockford 2025 Swim Course
- End of IRONMAN 70.3 Rockford 2025 Swim Course
- IRONMAN 70.3 Rockford 2025 Swim Course

IRONMAN 70.3 Rockford Run  
Course V 3.1

- Start of IRONMAN 70.3 Rockford Run Course V 3.1
- End of IRONMAN 70.3 Rockford Run Course V 3.1
- IRONMAN 70.3 Rockford Run Course V 3.1

Madison St. Construction

Venue Maps

# **Public Safety & Judiciary Committee**



# Resolution Executive Summary

**Committee Date:** Wednesday, March 19, 2025

**Committee:** Public Safety & Judiciary

**Prepared By:** Jennifer Stacy

**Document Title:** Resolution Authorizing the Chairman of the Winnebago County Board to Execute an Intergovernmental Cooperation Agreement for Animal Control with the Village of Machesney Park

**County Code:** N/A

**Board Meeting Date:** Thursday, March 27, 2025

**Budget Information:**

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

**Background Information:**

Winnebago County Animal Services has provided animal control services concerning dogs, cats and other animals to the Village of Machesney Park for many years. The service of providing animal control is a revenue source for Animal Services and annual invoices are based on the number of activity calls responded to by Animal Services Officers, the number of animals impounded and total population within the village limits. This updated IGA is for one year and shall be renewed for one-year periods, unless either party chooses to terminate in writing within 180 days'notice.

**Recommendation:**

Jennifer Stacy, Administrator of Animal Services, recommends approval of the Agreement with the Village of Machesney Park.

**Contract/Agreement:**

See Resolution Exhibit A.

**Legal Review:**

Yes

**Follow-Up:**

Animal Services will route the Agreement for signatures.

**Animal Services Department**

4517 N. Main Street, Rockford, IL 61103 | [www.wincoil.gov](http://www.wincoil.gov)

Phone: (815) 319 - 4100 | E-mail: [wcas@wincoil.us](mailto:wcas@wincoil.us)

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

**SUBMITTED BY: PUBLIC SAFETY & JUDICIARY COMMITTEE**

**2025 CR \_\_\_\_\_**

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**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE WINNEBAGO COUNTY  
BOARD TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR ANIMAL CONTROL WITH THE VILLAGE OF MACHESNEY PARK**

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**WHEREAS**, the County of Winnebago, Illinois (hereinafter, “County”), pursuant to the Illinois Animal Control Act, is charged with the establishment of an Animal Control division, for the implementation and enforcement of certain policies and laws related to animals; and

**WHEREAS**, the Illinois Animal Control Act does not limit the power of any municipality or other political subdivision to further control or regulate dogs, cats or other animals; and

**WHEREAS**, the Village of Machesney Park, Illinois (hereinafter, “Village”) has enacted ordinances regulating dogs, cats and other animals which go beyond provisions of the Illinois Animal Control Act and which the County is under no duty or obligation to enforce; and

**WHEREAS**, the Village agrees animal control, and especially stray animal control, is a quality-of-life issue and that the Village desires to provide options for citizens with regards to dogs and cats who may be lost or homeless within the Village; and

**WHEREAS**, the Village and County mutually agree and desire to embrace a progressive and compassionate view of animal control in keeping with best practices and data-proven means of decreasing euthanasia, decreasing unwanted litters and decreasing the numbers of lost and homeless pets over time; and

**WHEREAS**, the Village does not have the personnel, equipment, supplies and facilities to adequately enforce its Animal Control ordinances; and

**WHEREAS**, the County impounds stray animals throughout the County and houses stray domestic animals in accordance with State statute; and

**WHEREAS**, the Village and County are each units of local government as defined by Article VII, Section 1 of the Constitution of the State of Illinois and are empowered, pursuant to the authority granted to them by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and intergovernmental agreements as provided by Article VII, Section 10 of the Constitution of the State of Illinois; and

**WHEREAS**, in order to enforce the Illinois Animal Control Act and the ordinances of the Village regarding animal control in a manner that is best least costly to taxpayers and hold



animal owners accountable for the humane treatment of animals it is in the best interests of the citizens of the Village and the County to enter into an intergovernmental agreement for animal control.

**NOW, THEREFORE**, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the Intergovernmental Cooperation Agreement for Animal Control with the Village of Machesney Park, Illinois, in substantially the same form as the Agreement set forth in Exhibit A.

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

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

Respectfully submitted,  
**Public Safety & Judiciary Committee**

**AGREE**

**DISAGREE**

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BRAD LINDMARK, CHAIR

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BRAD LINDMARK, CHAIR

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AARON BOOKER

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AARON BOOKER

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ANGIE GORAL

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ANGIE GORAL

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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TIM NABORS

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TIM NABORS

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CHRIS SCROL

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CHRIS SCROL

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MICHAEL THOMPSON

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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:

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

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

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL  
WITH THE VILLAGE OF MACHESNEY PARK**

This Intergovernmental Agreement (hereinafter “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the County of Winnebago, Illinois, a body politic and corporate, (hereinafter “County”) and the Village of Machesney Park, a body politic and corporate (hereinafter “Village”). The County and Village are collectively referred to herein as “Parties” or individually as a “Party”.

WHEREAS, the County, pursuant to the Illinois Animal Control Act, is charged with the establishment of an Animal Control division, for the implementation and enforcement of certain policies and laws related to animals; and

WHEREAS, the Illinois Animal Control Act does not limit the power of any municipality or other political subdivision to further control or regulate dogs, cats or other animals; and

WHEREAS, the Village has enacted ordinances regulating dogs, cats and other animals which go beyond provisions of the Illinois Animal Control Act and which the County is under no duty or obligation to enforce; and

WHEREAS, the Village agrees animal control, and especially stray animal control, is a quality of life issue and that the Village desires to provide options for citizens with regards to dogs and cats who may be lost or homeless within the Village; and

WHEREAS, the Village and County mutually agree the Village of Machesney Park and the County of Winnebago desire to embrace a progressive and compassionate view of animal control in keeping with best practices and data-proven means of decreasing euthanasia, decreasing unwanted litters and decreasing the numbers of lost and homeless pets over time; and

WHEREAS, the Village does not have the personnel, equipment, supplies and facilities to adequately enforce its Animal Control ordinances; and

WHEREAS, the County impounds stray animals throughout the County and houses stray domestic animals in accordance with State statute; and

WHEREAS, the Village and County are each units of local government as defined by Article VII, Section 1 of the Constitution of the State of Illinois and are empowered, pursuant to the authority granted to them by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and intergovernmental agreements as provided by Article VII, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, in order to enforce the Illinois Animal Control Act and the ordinances of the Village regarding animal control in a manner that is best least costly to taxpayers and hold animal owners accountable for the humane treatment of animals it is in the best interests of the

citizens of the Village and the County to enter into an intergovernmental agreement for animal control.

NOW, THEREFORE, the Village and the County, for the consideration hereinafter set forth hereby agree as follows:

## **I. DEFINITIONS**

For purposes of this Agreement, the words and phrases listed hereunder have the meanings designated herein except when a particular context clearly requires a different meaning:

- A. “Administrator” means the appointed Administrator of the Animal Services Division of the County of Winnebago, or his/her duly authorized representative.
- B. “Village” means Village of Machesney Park.
- C. “County” means the County of Winnebago, Illinois.
- D. “County Board” means the County Board of the County of Winnebago, Illinois.
- E. “Animal Services” means the Animal Services Division of the County of Winnebago.
- F. “Animal Control Officer” means a person employed by Animal Services to respond on the scene to calls for animal related issues pursuant to this Agreement.
- G. “Village Administrator” means the Village Administrator of the Village of Machesney Park, Illinois.
- H. “Finance & HR Director” means the Finance and Human Resources Director of the Village of Machesney Park.
- I. “Code Enforcement Officer” means the Code Enforcement Inspector of the Village of Machesney Park, Illinois.
- J. “Village Staff” means the Village Administrator, the Finance & HR Director, and the Code Enforcement Officer, collectively.

## **II. PURPOSE AND OBJECTIVE**

The purpose of this Agreement is to enable the County, through its Animal Services department, to enforce Village ordinances which regulate and control dogs and cats and to decrease the rate of euthanasia of animals by forming partnerships to promote adoption, rescue and education.

## **III. AUTHORITY**

The Village and the County are each units of local government as defined by Article VII, Section 1 of the Constitution of the State of Illinois. This agreement is entered into by the Village and County pursuant to the constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 Illinois Compiled Statutes 220/1, et seq.), which implements Article VII, Section 10 of the Constitution of the State of Illinois.

#### IV. COUNTY RESPONSIBILITIES

##### A. Scope of Services

The County shall provide the following animal control services to the Village:

1. Enforcement of the Animal Control Act (510 ILCS 5/1 et seq.), Humane Care for Animals Act (510 ILCS 70/1 et seq.), Animal Mortality Act (225 ILCS 610/1 et seq.).
2. Enforcement of only the following specified sections or articles, as modified, of the Village of Machesney Park Code of Ordinances governing Animals, to the exclusion of any sections or articles not listed. The following specified sections and articles are to be enforced as they exist, and as modified below, as of the date of signing of this Agreement by the County. Any changes to these specified portions shall be provided to and reviewed with the County and the Administrator of Animal Services and must be agreed upon by all parties.
  - a. Chapter 6, Article I, Section 6-1 – Animal Defecation Prohibited
  - b. Chapter 6, Article I, Section 6-2 – Sale of Animals
  - c. Chapter 6, Article I, Section 6-3 – Slaughter of Livestock
  - d. Chapter 6, Article II, Section 6-22 – Number of Dogs Allowed
  - e. Chapter 6, Article III – Animals Running at Large
  - f. Chapter 6, Article IV, Section 6-74 – Restrictions (Dangerous Dogs)
  - g. Chapter 6, Article IV, Sections 6-75 through 78 – Impounding –  
*Modified:* Animal Services shall apprehend and may impound on a discretionary basis under this provision.
  - h. Chapter 24, Article III, Division II, Section 24-121 – Animal Noise –  
*Modified:* Animal Services will enforce only as to dogs.
3. Enforcement of sections of Chapter 14 of the Winnebago County Code of Ordinances governing Animals, which are not in conflict with the foregoing specified portions of the Village of Machesney Park Code, enumerated in Paragraph 2 above. These Winnebago County ordinances would include, but are not limited to, those sections governing rabies vaccination and registration of dogs and cats.
4. Timely answer and investigate inquiries or complaints regarding the enforcement of local ordinance and state statute.
5. Impose and collect the following fees: boarding, reclaim, micro chipping, and spay and neuter fees for animals in the Village.
6. Provide the necessary equipment, kennel space, office space, and qualified personnel necessary to carry out the County's obligations under this Intergovernmental Agreement for Animal Control.
7. Continue to partner with local and regional animal welfare and rescue organizations to facilitate adoptions and alternatives to euthanasia of cats and dogs.
8. Respond to requests within the corporate limits of the Village to remove deceased domestic animals.
9. Pursue, apprehend, impound stray animals.

## **B. Reporting**

1. Maintain books, records and documents, which sufficiently and properly account for the number of service calls in the Village pursuant to the terms of this Agreement.
2. Provide monthly reports to Village Staff by email, containing the following information related to activity within the corporate boundaries of the Village:
  - a. The number and type of activity calls and investigations.
  - b. The number of animals impounded by species.
  - c. The number of animals released by species and by outcome type (adoption, transfer, return to owner, euthanasia, etc.).
3. The Administrator of Animal Services or his designee shall provide information to the Village Board of Trustees in person, as requested by the Village Administrator.
4. Further detail on calls, including address and type of call, shall be available upon request.

## **C. Compensation**

The County shall invoice the Village on an annual basis for the services provided, which shall be delivered to the Village by September 15<sup>th</sup> of each year, and with payment to be made within thirty (30) days.

The amount of the invoice for the service year shall be based on the Village's percentage share of each of three (3) factors as it relates to the County as a whole: population, total cases, and total animal intake/impoundment. Then the average percentage of said factors is calculated to determine the invoice amount for the service year. The County shall provide a summary of their operating costs to Village Staff on an annual basis. The year-to-year cost increase shall not exceed 3%.

## **V. VILLAGE REPONSIBILITIES**

### **A. Payment**

The Village shall compensate the County for the scope of services identified in Section IV subsection (A), and as reflected in Section IV subsection (C) of this Agreement above.

The Village agrees to payment of \$63,210.00 in full and final payment for the outstanding invoice for services rendered by the County to the Village of Machesney Park Fiscal Year 2022-2023 and \$60,230.07 in full and final payment for the services rendered by the County to the Village of Machesney Park Fiscal Year 2023-2024 for animal control services within thirty (30) days of the adoption of this agreement by both parties.

- B. The Village shall provide police assistance when requested for the safety of Animal Control Officers or to assist with compliance with directives of Animal Control Officers.

## **VI. GENERAL PROVISIONS**

A. Notice

1. Any notice required under this Agreement for the Village of Machesney Park be directed to:

Village Administrator  
300 Roosevelt Rd.  
Machesney Park, IL 61115

2. Any notice required under the Agreement shall for the County be directed to:

Winnebago County Administrator  
404 Elm Street, Room 533  
Rockford, IL 61101

B. Termination

This Agreement may be terminated by either party upon written notice provided to the other party at least (180) days prior to the end of the agreement term. Any work performed prior to termination date shall be compensated for.

C. Effective Date and Term

Upon the affixing of the last signature of any officer required to sign this Agreement, this Agreement shall become effective upon the approval of the Machesney Park Village Board, Machesney Park, Illinois and the County of Winnebago Board, Winnebago County, Illinois approving the agreement, which the latter approval date shall be deemed the "Effective Date" and shall remain in effect through April 30, 2026. However, if neither party delivers a notice of termination to the other party prior to April 30<sup>th</sup> of the year this Agreement is scheduled to expire, then this Agreement shall automatically renew for one (1) year periods.

D. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

E. Entire Agreement

This Agreement represents the entire and integrated Agreement, subject to the requirements of the Animal Control Act, between the Village and the County, and superseded and replaces any previous Intergovernmental Agreement for Animal Services entered into between the Village and County. None of the provisions of

this Agreement may be waived, changed or modified except by an instrument in writing signed by both parties hereto.

F. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

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

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

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

ATTEST:

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

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

**VILLAGE OF MACHESNEY PARK, ILLINOIS**  
a body politic and corporate

\_\_\_\_\_  
Steve Johnson, Mayor

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

ATTEST:

\_\_\_\_\_  
Sarah Cortinas, Deputy Clerk

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





# Resolution Executive Summary

**Prepared By:** Purchasing Department  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** March 19, 2025  
**Board Date:** March 27, 2025  
**Resolution Title:** Resolution Awarding Inmate and Detainee Healthcare Services for Winnebago County Jail and Juvenile Detention Center

## Budget Information

<b>Was item budgeted?</b> Yes	<b>Amount Budgeted?</b>
<b>If not, originally budgeted, explain the funding source?</b>	
<b>Over or Under approved amount? By:</b>	
<b>ORG/OBJ/Project Codes:</b> 40115-43150	\$3,599,499 <b>Descriptor:</b> WCSO/Jail- Department & Commissary
<b>ORG/OBJ/Project Codes:</b> 43100-43150	\$263,936 <b>Descriptor:</b> JDC- Detention Levy
<b>Budget Impact?</b> \$3,863,435 (Annual)	

**Background Information:** The current inmate and detainee Medical Services contract between the University of Illinois College of Medicine Rockford (UICOMR), the Winnebago County Sheriff's Office and the Juvenile Detention Center will expire at the end of March. The UICOMR has been the County's provider for the past 18 years.

To find the most qualified health care provider, the Purchasing Department worked closely with the Jail and Juvenile Detention Administration to develop a comprehensive and detailed Request for Proposal. The RFP 24P-2349 Inmate Healthcare Services- JDC and Jail solicitation was released in the summer of 2024. The solicitation was sent to several local health care providers, as well as, posted on DemandStar, a government bidding portal.

On July 30, 2024, the Purchasing Department received three submissions to the RFP (See Resolution Exhibit A). The UICOMR had the most responsive and cost-effective submission.

While negotiating this contract, UIC has held the rates from the previous contract as a part of the first six months. The new agreement will provide us with the ability to hold the fees from April 1, 2025 – September 30, 2026 (See Resolution Exhibit B) for historical and annual expenditure breakdown.

UICOMR MONTHLY RATE (18 MONTHS)		
VENDOR	Jail/Monthly	JDC/Monthly
UNIVERSITY OF ILLINOIS COLLEGE OF MEDICINE (UICOMR)	\$ 299,958	\$ 21,995

**Recommendation:** Therefore, it is the recommendation of the Juvenile Detention Center Superintendent, Julie McCray-Grotto, the Director of Court Services, Deb Jarvis, Jail Superintendent, Kevin Ogden, and Corrections Bureau Captain, Justin Egler, to award a multi-year contract to UIC College of Medicine Rockford.

**Contract/Agreement:** The agreement is for an initial 18-month period with four one-year renewal options.

**Legal Review:** The State Attorney's Office reviewed the contract agreements (See Resolution C and D).

**Follow-Up Steps:** Purchasing Department will route agreements for the proper signatures.

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

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

2025 CR

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**RESOLUTION AWARDING INMATE AND DETAINEE HEALTHCARE SERVICES FOR WINNEBAGO  
COUNTY JAIL AND JUVENILE DETENTION CENTER**

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

**WHEREAS**, the County is in need of having a new Inmate Healthcare Services contract in place for both the Juvenile Detention Center and the Jail; and,

**WHEREAS**, the County Purchasing Department went out for Request for Proposal 24P-2349 Inmate Healthcare Services- Juvenile Detention Center and Jail in July 2024 and three responses were received (See Resolution Exhibit A); and,

**WHEREAS**, the Public Safety Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposals received for the aforementioned item(s) and recommends awarding the proposals as follows;

**UNIVERSITY OF ILLINOIS COLLEGE OF MEDICINE ROCKFORD  
1601 PARKVIEW AVENUE  
ROCKFORD, IL 61107**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman execute agreements with the UIC College of Medicine Rockford, 1607 Parkview Avenue, Rockford, Illinois 61107 in substantially the same form as that attached hereto as Resolution Exhibit C for the Jail and Resolution Exhibit D for the Juvenile Detention Center.

**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 Sheriff, Corrections Superintendent, Corrections Bureau Captain, Director of Court Services, Juvenile Detention Superintendent, Finance Director, Director of Purchasing and County Auditor.

Respectfully submitted,

**PUBLIC SAFETY and JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

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

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

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

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

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

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MICHAEL THOMPSON

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CHRIS SCROL

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

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ANGIE GORAL

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ANGIE GORAL

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 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**  
— ILLINOIS —

**PROPOSAL TAB**

**24P-2349 INMATE HEALTH CARE SERVICES- JDC & JAIL**

**AUGUST 13, 2024 -2:00 P.M.**

**University of Illinois  
College of Medicine (UICOMR)  
Rockford, IL**

Advanced Correctional  
Healthcare Inc.  
Franklin, TN

Wellpath  
Nashville, TN

**24P-2349 INMATE HEALTHCARE SERVICES- JDC & JAIL**

UICOMR HISTORICAL RATES				
TERM	Jail/Monthly	Jail/Annual	JDC/Monthly	JDC/Annual
4/1/19-3/31/20	\$ 211,262	\$ 2,535,152	\$ 14,444	\$ 173,326
4/1/20-3/31/21	\$ 222,487	\$ 2,669,840	\$ 15,099	\$ 181,193
4/1/21-3/31/22	\$ 240,095	\$ 2,881,136	\$ 15,698	\$ 188,381
4/1/22 – 3/31/23	\$ 246,072	\$ 2,952,862	\$ 16,520	\$ 198,243
4/1/23 – 3/31/24	\$ 261,359	\$ 3,136,303	\$ 17,479	\$ 209,748
4/1/24-3/31/25	\$ 271,813	\$ 3,261,756	\$ 18,121	\$ 217,455
UICOMR NEW CONTRACT RATES				
TERM	Jail/Monthly	Jail/Annual	JDC/Monthly	JDC/Annual
4/1/25-9/30/26	\$299,958	\$3,599,499	\$21,995	\$263,936

VENDOR PROPOSAL COMPARISON				
VENDOR	Jail/Monthly	Jail/Annual	JDC/Monthly	JDC/Annual
UNIVERSITY OF ILLINOIS COLLEGE OF MEDICINE (UICOMR)	\$299,958	\$3,599,499	\$21,995	\$263,936
ADVANCED CORRECTIONAL HEALTHCARE	\$464,878	\$5,578,531	\$24,749	\$296,991
WELLPATH	\$483,742	\$5,804,906	\$74,548	\$894,573

**HEALTH SERVICES AGREEMENT**  
**(UIC ref. no. CN-00090576)**

This Health Services Agreement (hereinafter referred to as “Agreement”) is entered into by and between the County of Winnebago, an Illinois body politic and corporate, and the Winnebago County Sheriff’s Office (hereinafter referred to as “Sheriff” (hereinafter collectively referred to as “County”) and the Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois on behalf of the University of Illinois at Chicago and its College of Medicine Rockford, Department of Family and Community Medicine, located at 1601 Parkview Avenue, Rockford, Illinois (hereinafter referred to as “UICOMR”). County and UICOMR shall be collectively referred to herein as “the Parties” and individually as “a Party”.

**WITNESSETH:**

**WHEREAS**, County desires to enter into an agreement with UICOMR for the prompt delivery of on-site health care services to adult inmates at the Winnebago County corrections facility, currently located at 650 W. State Street, Rockford, Illinois (hereinafter referred to as "JAIL"); and

**WHEREAS**, UICOMR is in the business of providing health care and health care related management services, and is qualified to provide correctional health care and health care related management services, and desires to provide such services to County under the terms and conditions hereof.

**NOW, THEREFORE**, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

**ARTICLE I: HEALTH CARE SERVICES.**

**1.1 General Engagement.** County hereby engages UICOMR to promptly deliver on-site at the JAIL, and at UICOMR’s expense, all reasonably necessary medical, dental, and physical therapy health care services needed by any individual (excluding persons incarcerated under periodic imprisonment orders) under the custody and control of the Winnebago County Sheriff and incarcerated at the JAIL (hereinafter referred to as "Inmates"); and UICOMR hereby accepts such engagement according to the terms and provisions hereof. [It is the understanding of County and UICOMR that persons incarcerated under periodic imprisonment orders will typically be released from custody to be treated by medical providers of their own choice and at their own expense, and that they will also be responsible for paying for their own medications. Notwithstanding this understanding, however, UICOMR does agree to provide emergency medical treatment to persons incarcerated under periodic imprisonment orders as provided in section 1.4 below.]

**1.2 Scope of Services.** UICOMR will arrange to provide at its expense, and on a regular and prompt basis, all reasonably necessary professional health care services needed by the Inmates which can be feasibly rendered on-site, and related health care staffing and administrative services. These services shall include, but not be limited to, a review of the preliminary medical screening of inmates upon their arrival at the JAIL, a comprehensive health evaluation of each Inmate within fourteen (14) days following admission to the JAIL, PPD testing, regularly scheduled sick call and medical treatments, continuous 24 hours/day, 7 days/week nursing coverage, onsite imaging, EKG and regular medical provider, dental, optometry and physical therapy visits on-site. UICOMR shall also provide hospitalization management, medical specialty services management, emergency medical care management, pharmacy services management, health education and training services, a quality assurance program, administrative support services, and other services, all as more specifically described herein.

The Parties agree that should County request additional medical services outside of the scope of usual medical care as described earlier in this Section 1.2 and UICOMR determines that additional staff hours or members are required to provide the additional medical services, UICOMR shall determine at its discretion which of the following three (3) methods shall be used to meet the additional staffing needs:

- A. Use of the UICOMR temporary medical staff pool (i.e., extra help);
- B. Use of current JAIL medical staff working overtime;
- C. Use of an outside temporary staffing agency.

**1.3 Specialty Services.** UICOMR will arrange for and bear the cost of all specialty services (e.g. laboratory, dental, physical therapy, optometry and radiology services); which are to be rendered on-site to the extent reasonably possible. To the extent specialty care is required and cannot be rendered on-site, UICOMR will arrange for the provision of such services off-site. UICOMR will not be responsible for the costs of off-site medical care (e.g. transportation, office visits, associated specialty labs, etc). The costs of necessary and required lab services ordered by UICOMR providers during their care of an Inmate in the JAIL as outlined in Section 1.2 above will be UICOMR's responsibility. The County will be responsible for the costs any lab tests ordered under circumstances not pertaining to Section 1.2. County will be responsible for, and bear the cost of, transporting Inmates to off- site facilities for the provision of off-site specialty services.

UICOMR will provide up to eight (8) hours of optometry services per month for adult inmates. Services include eye exams, fitting for eyeglasses with reduced cost eyeglass options, retinal exams for those with diabetes, as well as evaluation of eye complaints. Services will be available to county and federal inmates.

**Emergency Services.** UICOMR shall provide at its expense such emergency medical treatment to the Inmates as is necessary and can be appropriately given on-site. UICOMR shall at its cost also provide emergency medical treatment to inmates being held by the Sheriff pursuant to periodic

imprisonment orders, visitors at the JAIL, and JAIL staff, as is necessary and can be appropriately given on-site. UICOMR will arrange for off-site emergency medical care when necessary for the Inmates through arrangements to be made by UICOMR with local hospitals. (If County has an agreement in place for the provision of off-site emergency medical services with a particular medical provider, UICOMR will use that medical provider for the off-site emergency medical care of the Inmates whenever feasible and practical. County will keep UICOMR apprised of the existence of any such contracts.) UICOMR will also arrange for the provision of ambulance services for the inmates in the event of medical emergencies. UICOMR will not be responsible for the costs associated with emergency transportation and off-site emergency medical care. Routine transfers and security for off-site medical treatment will be the responsibility of the Sheriff. UICOMR will assist County in negotiating contracts with emergency transportation providers.

**1.4 Hospitalization Services.** UICOMR will arrange for the admission into a hospital located in Rockford, Illinois of any Inmate who in the opinion of the treating provider/physician and/or Medical Director requires hospitalization. UICOMR's provider/physician and/or Medical Director shall monitor the treatment and progress of any hospitalized Inmate. At UWHealth Northern Illinois SwedishAmerican Hospital, all Inmates are followed by a UICOMR resident/physician per existing admission processes. UICOMR will not be responsible for the costs incurred due to the hospitalization of an Inmate. UICOMR will assist County in negotiating contracts for hospitalization services.

**1.5 Pregnant Inmate/Infant Care.** UICOMR will at its expense provide on-site routine health care services to any pregnant Inmate. UICOMR will not be financially responsible for prenatal, perinatal, and postnatal health care services provided off-site to any pregnant Inmate; nor for health care services provided to an infant following birth.

**1.6 Elective Medical Care.** UICOMR will not be responsible for the provision of elective medical care to the Inmates. For purposes of this Agreement, "elective medical care" means medical care which

**1.7** h, if not provided, would not, in the opinion of the UICOMR's treating medical practitioner, cause the Inmate's physical health to deteriorate or cause physical harm to the Inmate. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

**1.8 Contaminated Waste Disposal.** UICOMR shall at its cost provide for the removal of all medical waste generated by the jail medical unit. Contaminated waste removal contractors utilized by UICOMR must agree to abide by all applicable Illinois, OSHA, and environmental laws and regulations.

**1.9 Collection of Physical Evidence.** UICOMR shall, upon request, collect physical evidence (blood, hair, semen, saliva, etc.), when the request for such search or collection is accompanied by a written court order or the Inmate in question gives written permission for such



search or collection to take place. UICOMR shall not bear the cost of testing the collected evidence. After collecting evidence, UICOMR will turn the specimen over to County or a court-designated representative to complete chain-of-evidence. Health care personnel shall also offer court testimony relative to such collection, when necessary.

**1.10 STI Testing.** UICOMR shall, as required, perform sexually transmitted infection (STI) testing on inmates.

## **ARTICLE II: PERSONNEL.**

**2.1 Staffing.** UICOMR shall, at its expense and in its sole discretion, provide medical, dental, and nursing personnel sufficient to promptly render, on-site to Inmates, all reasonably necessary health care services as described herein. UICOMR will determine the staffing levels to adequately care for the health needs of an average daily population of up to eight hundred and fifty (850) inmates. The UICOMR health care staff necessary is expected to include:

<b><u>Position</u></b>	<b><u>FTE (Full Time Equivalent equals 40 hours per week)</u></b>
RN Administrator	1.00
Physician	.10
NP	1.40 (Approximately)
RN/LPN	14.00 (Approximately)
Nurse Technician	2.6

See Staffing Plan attached as Exhibit A.

Additionally, a physician shall be on-call for staff, 7 days/week, 24 hours/day. UICOMR will provide vacation and holiday coverage as required. Other staffing (e.g. physical therapy and dental services) will be subcontracted.

UICOMR reserves the right, in its sole discretion, to change the composition of medical staffing and individual hours worked by RNs, LPNs, MAs, or NTs respectively, leaving total coverage for nursing services to change based on average daily population of inmates.

**2.2 Licensure, Certification, and Registration of Personnel.** UICOMR shall obtain at its cost any licenses which are required to provide the services contemplated by this Agreement. All personnel, including employees and subcontractors, provided or made available by UICOMR to render services hereunder will be licensed, certified, or registered in their respective areas of expertise pursuant to applicable Illinois law.

**2.3 Use of Inmates in the Provision of Health Care Services.** Inmates will not be employed or otherwise engaged by either UICOMR or the Sheriff in the direct rendering of any health care services. Upon the mutual agreement of UICOMR and the Sheriff, inmates may be used in positions not involving the direct rendering of health care services to the Inmates.

**2.4 Subcontracting.** In order to discharge its obligations hereunder, UICOMR may engage certain health care professionals as independent contractors rather than as employees, and County expressly consents to such subcontracting (subject to the provisions of Section 2.5 below). As the relationship between UICOMR and these health care professionals will be that of an independent contractor, UICOMR will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals, and UICOMR will not exercise control over the manner or means by which these independent contractors perform their professional services. Independent contractors are not deemed to be employees, agents or representatives of either UICOMR or County.

**2.5 Approval of Sheriff.** UICOMR agrees to provide the Sheriff with the names, Social Security Numbers, copies of driver's license and dates of birth of all employees and subcontractors to be used by UICOMR to provide services under this Agreement. UICOMR shall provide a written, signed waiver to the Sheriff from each of UICOMR's employees and subcontractors giving the Sheriff permission to conduct thorough and complete background checks. UICOMR agrees to not use any employees or subcontractors in the performance of its obligations under this Agreement with respect to whom the Sheriff has not given, or has revoked, written security clearance.

### **ARTICLE III: ACCREDITATION.**

UICOMR will assist County in applying for accreditation for the Winnebago County Jail Inmate Health Care Program pursuant to the American Correctional Association (ACA) standards (County's preferred standard).

#### **ARTICLE IV: EDUCATION AND TRAINING.**

UICOMR will at its expense conduct an on-going health education program for the UICOMR nursing staff at the JAIL. This health care education program will include, but not be limited to, programs in first aid, signs and symptoms of chemical dependency, reactions to medical emergencies, etc. UICOMR will provide health care education for corrections officers every two (2) years as indicated by the standards of the National Commission on Correctional Health Care (NCCHC) or American Correctional Association (ACA). UICOMR will also at its expense provide on-going health care education to the Inmates with the objective of increasing the Inmates' level of knowledge of their own health care issues.

#### **ARTICLE V: REPORTS AND RECORDS.**

**5.1 Medical Records.** UICOMR shall maintain a separate, individual, accurate, and complete medical record for each Inmate who receives health care services under this Agreement. These medical records will be maintained pursuant to applicable law, NCCHC standards, the Illinois Department of Corrections Minimum Standards for Jail and Lockups, and the Sheriff's Policies and Procedures; and will be kept separate from the Inmates' confinement records. Medical records will be kept confidential in accordance with the applicable laws and regulations, and UICOMR will follow the Sheriff's policy regarding access by Inmates and corrections staff to the medical records, subject to the applicable law regarding confidentiality of such records. A complete copy of the applicable medical record shall be available to accompany each Inmate who is transferred from the JAIL to another location for off-site services or transferred to another institution. No information contained in the medical records will be released by UICOMR except as provided by court order or otherwise in accordance with applicable law. These records will be kept and maintained at the JAIL, in the County's electronic medical record. The electronic medical record will be maintained by the County and shall be the property of the Sheriff.

**5.2 Regular Reports by UICOMR to Sheriff.** UICOMR will provide monthly reports to the Sheriff (or his designee) concerning the overall operation of the Inmate Health Care Program and the general health of the Inmates. UICOMR will also provide daily reports when requested by the Sheriff or his designee.

**5.3 Meetings.** UICOMR shall meet every other month with the Sheriff (or his designee) to discuss health-related procedures and operations within the JAIL and any proposed changes to the health-related procedures; and any other matters which either Party deems necessary.

**5.4 Inmate Information.** In order to assist UICOMR in providing the appropriate health care services to the Inmates, the Sheriff will provide UICOMR with such information pertaining to the Inmates that is under the Sheriff's control as is reasonably necessary for UICOMR to adequately perform its obligations hereunder.

**5.5 UICOMR Records Available to Sheriff with Limitations on Disclosure.**

UICOMR will make available to the Sheriff (or his designee) upon request, unless otherwise specifically prohibited by law, all records, documents, and other papers relating to the direct delivery of health care services to the Inmates hereunder; provided, however, that County understands that the systems, methods, procedures, written materials, and other controls employed by UICOMR in the performance of its obligations hereunder are proprietary in nature and will remain the property of UICOMR, and may not at any time be used, distributed, copied, or otherwise utilized by County, except in connection with a review of the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by UICOMR or is required by law.

**5.6 County Records Available to UICOMR with Limitations on Disclosure.** During the term of this Agreement, and for a reasonable time thereafter, the Sheriff will provide to UICOMR, at UICOMR's request and in accordance with applicable law, the Sheriff's records relating to the provision of health care services to the Inmates hereunder as may be pertinent to the investigation or defense of any claim related to UICOMR's conduct. The Sheriff will make available to UICOMR such records as are possessed by the Sheriff, or maintained by hospitals, and other outside health care providers involved in the care or treatment of the Inmates (to the extent the Sheriff has any claim to those records), as UICOMR may reasonably request consistent with applicable law; provided, however, that any such information released by the Sheriff to UICOMR which the Sheriff considers to be confidential will be kept confidential by UICOMR and will not, except as may be required by law, be distributed to any third Party without the prior written approval of the Sheriff or his designee.

**5.7 Access to Books and Records.** UICOMR and County agree to make available, upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents, and records necessary to verify the costs of services rendered under this Agreement. Both Parties further agree to make said Agreement, books, documents, and records available until the expiration of three (3) years after the services are furnished under this Agreement.

**5.8 Compliance with Patient Privacy Laws.** The County agrees to abide by and require that its personnel abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). The Parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the County or any other governmental unit similar to the County is a Business Associate ("Business Associate"), as described in the federal privacy regulations, the Parties shall use good faith efforts to execute a mutually agreed upon Business Associate Agreement upon a date mutually agreed by the Parties.

## **ARTICLE VI: SECURITY.**

**6.1 General.** UICOMR and County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of UICOMR, as well as for the security of the inmates and corrections staff. The Sheriff will provide security services reasonably sufficient to enable UICOMR and its personnel to safely provide the health care services called for hereunder. UICOMR acknowledges, however, that the Sheriff cannot, and does not, guarantee the absolute safety of UICOMR personnel from the criminal acts of inmates. Neither the Sheriff nor the County shall be liable for the loss of, or injury or damage to, equipment, supplies, and/or personnel of UICOMR, its agents, or subcontractors unless such loss or damage is caused by the sole negligence of the Sheriff or his employees.

**6.2 Transportation Off-Site.** The Sheriff will provide such security as is necessary and appropriate in connection with the transportation of any Inmate between the JAIL and any other location for off-site services as contemplated herein.

**6.3 Facility Regulations.** UICOMR employees and subcontractors will be informed of the Sheriff's security regulations and procedures, and UICOMR understands they will be subject to all such regulations and procedures.

## **ARTICLE VII: SPACE, MEDICAL SUPPLIES, AND PHARMACEUTICALS**

**7.1 Office Space and Equipment.** County agrees to provide UICOMR with office space, office equipment (phone, fax machine, printer/copy machine, document scanner), and utilities (including internet access, local and long-distance telephone service) sufficient to enable UICOMR to perform its obligations hereunder. At the termination of this Agreement, UICOMR shall return to County possession and control of all County-owned office equipment. At such time the office equipment shall be in good working order, reasonable wear and tear excepted.

**7.2 Office Supplies.** UICOMR shall provide, at its expense, all office supplies necessary to perform the services contemplated by this Agreement (e.g., paper, pens, medical charts, medical folders, etc.).

**7.3 Medical Equipment.** County shall furnish examination tables and related accessories for two (2) medical examination rooms. UICOMR is responsible for furnishing, at its cost, all other necessary medical equipment. At the termination of this Agreement, UICOMR shall return to County possession and control of all County-owned medical equipment. At such time the medical equipment shall be in good working order, reasonable wear and tear excepted.

**7.4 Medical Supplies.** UICOMR shall furnish and pay for all consumable medical supplies (e.g., Band-Aids, gauze, etc.) that are needed for the services to be provided hereunder

**7.5 Dental Equipment.** County will provide all necessary dental equipment (including treatment tools, imaging devices and sterilizer) for the provision of on-site dental treatment. County will be responsible for the maintenance of dental equipment and the purchase of any dental equipment to replace older treatment tools for on-site dental treatment, as needed. At the termination of this Agreement UICOMR shall return to County possession and control of all County-owned dental equipment. At such time the dental equipment shall be in good working order, reasonable wear and tear excepted.

**7.6 Dental Supplies.** UICOMR shall furnish and pay for all consumable dental supplies (e.g., filling material, gauze, etc.) that are needed for the dental services to be provided hereunder.

**7.7 Pharmacy Services.** The prescription, dispensing, and administration of medications shall comply with all State and Federal laws and regulations and shall be dispensed under the supervision of appropriately licensed or certified health care personnel. UICOMR personnel shall dispense medications at the appropriate times at the JAIL according to the Inmates' medical needs. The cost of all pharmaceuticals, prescription and over the counter, with a total per inmate monthly cost per pharmaceutical of four-hundred ninety-nine dollars (\$499.00) or less is the responsibility of UICOMR. Wherever possible, UICOMR will obtain all pharmaceuticals, medications, and the like that are referred to in this Section 7.7 from other health systems, health departments, or agencies for no cost or lower costs.

All pharmaceuticals with an inmate monthly cost per pharmaceutical of five-hundred dollars (\$500.00) or more will be the responsibility of the County.

UICOMR will promptly, upon request, provide County with a price list for all pharmaceuticals dispensed by UICOMR in the JAIL. UICOMR will invoice the County on a monthly basis for the County's share of the cost of those pharmaceuticals with respect to which the County is responsible for paying all or part of the cost as specified in this section

County will maintain a cost pool for the payment of all inmate medications costing five-hundred (\$500.00) dollars or more per month per prescription. This cost pool will be funded with an initial deposit of two-hundred thousand (\$200,000.00) dollars. UICOMR will invoice this cost pool on a monthly basis for all inmate medications costing five-hundred dollars (\$500.00) or more per month. The cost pool will remain the property of the County and the County will add additional funds as needed throughout the duration of this contract. The County agrees to fund the County's share of the cost of those pharmaceuticals with respect to which the County is responsible for paying all or part of the cost as specified in this section.

**7.8 General Maintenance Service.** County will provide for each Inmate receiving health care services no less than the full range of services and facilities provided by County for other Inmates at the JAIL including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

## **ARTICLE VIII: DENTAL SERVICES**

UICOMR shall promptly provide, at its expense, all reasonably necessary dental services required by any Inmate which are of a type that can be reasonably rendered on-site. The dental services shall, whenever possible, take place within JAIL. Dental services will be provided one day a week for an average of 4-8 hours per day. If due to the unavailability of UICOMR's dental provider it is necessary to transport an Inmate from the JAIL to a dentist for treatment which could have otherwise been reasonably provided on-site in the JAIL, UICOMR will be responsible for the cost of that treatment.

## **ARTICLE IX: MENTAL HEALTH SERVICES**

**9.1 Mental Health Services.** As of January 1, 2022, the County contracted with another vendor to provide mental health services to JAIL.

**9.2 Mental Health Pharmaceutical Costs.** The parties hereby acknowledge and agree that as of January 1, 2022 all mental health pharmaceutical costs will be paid by County. In addition to patient specific medications, this will include the costs associated with maintaining stocked mental health pharmaceuticals on-site as well as any medications that are given to Inmates at release from the facility. CorrectRX is County's mental health pharmaceuticals vendor and shall invoice County directly.

**9.3 Clinical and Administrative Support.** UICOMR will provide support to County's mental health vendor who is providing behavioral and mental health services in the Winnebago County Jail. These services include the following:

**9.3.1 Medication Administration Management.** UICOMR will verify all medications listed by the inmate at the time of booking. This will include verification of the mental health medications. For newly prescribed medications or medication refills, UICOMR will transcribe

the mental health provider medication orders, order the medication via the CorrectRX system per protocol, process-in the medications upon arrival in the medical clinic, administer, process refills and return unused medications per existing processes. Administration of mental health medications ordered by the mental health provider will be completed during twice-daily scheduled medication passes. Passing of medications is understood to occur not more than twice daily and must be congruent with the current practice and times of passing medications at the Winnebago County Jail (as determined by UICOMR). County agrees to pay a fixed rate per month for these clinical support services provided to the County's mental health provider.

**9.3.2 Vendor Clerical Support and Office Supplies.** County agrees to pay a fixed rate per month for clerical support and office supplies that UICOMR provides the County's mental health provider. Clerical support will include duties related to processing requests for outside records, scheduling lab visits, intake and filing of records received and other miscellaneous tasks. Office supply fees will cover a percentage of the cost of paper and toner used in the copy and fax machines.

**9.3.3 Laboratory support.** UICOMR will provide laboratory support services to County's mental health provider at the Winnebago County Jail. These services include order verification, placement of orders, phlebotomy, processing of specimen, scanning of results, and administrative work in tracking of services for invoicing County. These services will be invoiced monthly to County at the rate of \$24.00 per inmate per visit. County will be responsible for the cost of the actual laboratory tests and will be billed directly by UI Health Reference Lab (or other appropriate laboratory).

**9.3.4 Failure to pay.** It is hereby acknowledged and agreed that UICOMR is being asked by County to provide the above support to County's mental health vendor and further provide administrative functions related to itemization. compliance with the Illinois Local Government Prompt Payment Act.

## **ARTICLE X: PHYSICAL THERAPY SERVICES**

UICOMR shall provide, at its expense, all reasonably necessary physical therapy services which are required by any Inmate and are of a type that can be reasonably rendered on- site. The physical therapy services shall, whenever possible, take place within the JAIL. Physical therapy will occur two (2) days a week with a minimum of eight (8) treatments each day or having met the current physical therapy needs as ordered by the medical provider.

## **ARTICLE XI: TERM AND TERMINATION OF AGREEMENT.**

**11.1 Contract Term.** This contract shall commence on April 1, 2025 at 12:01 a.m. and shall expire on September 30, 2026 at 11:59 p.m.; unless renewed or extended as provided herein. The Parties reserve the right to extend this Agreement for up to four (4) additional one- year renewals, if it appears to be in the best interest of County and the renewal is agreed to by UICOMR.



Furthermore, notwithstanding any other provision of this Agreement to the contrary, County reserves the right to extend the term of this Agreement, or of any renewal of this Agreement, for up to ninety (90) days if necessary to continue a source for Inmate health care services if a new or replacement contract is not executed prior to the expiration date.

**11.2 Termination.** Either Party may, without prejudice to any other rights it may have, terminate this Agreement for the convenience of that Party, with or without cause, by giving the other Party written notice of intent to terminate one hundred twenty (120) days prior to the intended termination date.

If either UICOMR or County is in material breach of this Agreement the non-breaching Party may notify the other thereof in writing, and if the breach in performance is not cured within ninety (90) calendar days following receipt of notice, then the non-breaching Party has the right, without liability, in addition to its other rights and remedies, to terminate this Agreement immediately upon further written notice.

In the event UICOMR and County mutually agree in writing, this Agreement may be terminated on the terms and date so stipulated.

UICOMR may terminate this Agreement for default if County fails to timely make payments to UICOMR under the terms of the Illinois Local Government Prompt Payment Act. County may terminate this Agreement immediately in the event UICOMR fails to keep in force any required insurance policies. Either UICOMR or County may terminate this Agreement immediately upon insolvency, bankruptcy, or receivership of the other Party.

**11.3 Responsibility for Inmate Health Care.** Upon the termination of this Agreement, total responsibility, including but not limited to financial responsibility, for providing health care services to all Inmates, including Inmates receiving health services at facilities off-site such as a hospital, will be transferred from UICOMR to County. At least twenty-one (21) days prior to termination, UICOMR shall make available for review all records and documents so that County may prepare to provide medical services to all Inmates.

## **ARTICLE XII: COMPENSATION.**

**12.1 Base Compensation.** County will pay UICOMR the sum of Three Million Five Hundred Ninety-Nine Thousand Four Hundred and Ninety-Nine Dollars (\$3,599,499.00) for the first year of the contract term (April 1, 2025 through March 31, 2026), payable in twelve (12) monthly installments of Two Hundred Ninety-Nine Thousand Nine Hundred and Fifty-Eight Dollars (\$299,958.00). The payment of monthly installments of \$299,958.00 will continue for the balance of the contract term (April 1, 2026 through September 30, 2026). UICOMR will bill County on or before the first (1st) day of each month before the services are rendered, and County agrees to pay UICOMR for those services in advance of the services being rendered. In the event this Agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOMR will be pro-rated accordingly for the shortened month.

**12.2 Negotiated Annualized Amount Increase Upon Renewal.** Unless otherwise mutually agreed by the Parties, upon each renewal of the Agreement the base compensation will be increased by the percentage increase of the Consumer Price Index for the previous calendar year (January – December), the current calendar year rate of inflation (Jan-August), or four and one-half (4.5%) percent, whichever is greater. This annual increase is waived for the October 1, 2025 to September 30, 2026 contract year only.

**12.3 Changes in Law or Population.** UICOMR and County will agree on additional base compensation to be paid by County to UICOMR if any of the following events causes or results in material cost increases to UICOMR or causes or requires UICOMR to provide additional staffing or upgraded personnel: (i) the enactment of any statute, law, rule, or regulation; (ii) the issuance of any court or agency order; or (iii) an increase in the Average Daily Inmate Population per month (excluding inmates sentenced to periodic imprisonment) over eight hundred and fifty (850).

**12.4 Increases in Inmate Population.** This Agreement contemplates that the average daily inmate population of the JAIL will be eight hundred and fifty (850). If the average daily inmate population, including inmates sentenced to periodic imprisonment, for any calendar month during the term of this Agreement exceeds eight hundred and fifty (850), then the compensation payable to UICOMR by County hereunder for that month shall be increased by a per diem rate of five dollars (\$5.00) for each inmate (average) over eight hundred and fifty (850) for each day of the month. [For example, if the average inmate population for the month of April is 1,000, the additional compensation shall be  $150 \times 30 \times \$5.00 = \$22,500$ ]. The average daily inmate population shall be derived from the Jail's record of the inmate meal counts.

**12.5 Decreases in Inmate Population.** If the average daily inmate population, including inmates sentenced to periodic imprisonment, for a calendar month during the term of this Agreement falls below five hundred (500), then the compensation payable to UICOMR by the County hereunder for that month shall remain unchanged unless there is a fundamental change that would predictably lower the average daily inmate population and result in a permanent staffing reduction, at which time the parties could renegotiate expenses. The University incurs sixty (60) days of personnel costs to lay-off employees.

**12.6 COVID-related Vaccinations and Testing.** UICOMR shall invoice County for COVID-related vaccinations and testing that County requires for the Inmates. Current rate for nursing services is \$38.00/hour or portion thereof. Invoices will be submitted to County monthly. Testing is currently completed by the medical clinic staff at booking, as needed for sick call, and for the Department of Corrections inmates. Correctional Officers complete other testing.

**12.7 Additional Medical Services.** Should the use of additional UICOMR staff become necessary to provide the additional medical services as outlined in Section 1.2, Scope of Services (for example, monoclonal antibody treatments, etc.), UICOMR shall invoice County monthly at the rate of \$100/hour for regular hours and \$160/hour for holiday hours, as determined by the University of Illinois Holiday Schedule.

**12.8 Failure to Pay.** It is hereby acknowledged and agreed that UICOMR is being asked by County to provide the above added COVID related services and further provide administrative functions related to itemization. County will pay all invoices in compliance with the Illinois Local Government Prompt Payment Act.

### **ARTICLE XIII: INSURANCE.**

**13.1 University Insurance.** By action of the Board of Trustees of the University of Illinois on August 1, 1976 a liability self-insurance plan (Plan) was established; last amended June 9, 2011 with an effective date of July 1, 2023. The Plan covers its employees, including UIC-employed Physicians, subject to the Plan's terms, conditions and exclusions. Coverage is not to be construed to insure the liability of others. The Plan limits of insurance are a maximum of \$1,000,000 per occurrence, \$3,000,000 annual aggregate. The Plan documents are available on request. The Plan covers the Physicians, nursing staff, and mental health staff providing Services to County under this Agreement. While the Plan is in effect as of the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Plan; however, University agrees to provide County with an advance 30-day public written notice in the event Program or Plan is canceled in whole or in part.

**13.2 County Insurance.** County agrees to at all times throughout the term of this Agreement to maintain, in the minimum amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants, either (I) a comprehensive general public liability and property damage liability insurance policy in an amount adequate to cover the associated risks, (II) an equivalent program of funded self-insurance, or (III) use a captive insurance company to meet the terms and conditions of this paragraph. A copy of this coverage shall be provided to University upon request.

### **ARTICLE XIV: MISCELLANEOUS**

**14.1 Insurance Paperwork.** UICOMR shall provide the State of Illinois Department of Public Aid with the necessary paperwork for reimbursement of medical expenses for those Inmates who are on Public Aid. For Inmates who have other insurance coverage available for the health care they receive while in the custody of the Sheriff, UICOMR will notify the appropriate medical provider of such coverage, and arrange to have the Inmate's invoices sent to the Inmate's insurance provider for payment.

**14.2 Independent Contractor Status.** County expressly acknowledges UICOMR is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which UICOMR, its employees, or its subcontractors perform hereunder. UICOMR assumes all financial responsibility for the employees of UICOMR.

**14.3 Limitation of Liability.** It is understood and agreed that neither County nor UICOMR shall be liable for any negligent or wrongful acts either of commission or omission chargeable to the other arising out of or as a consequence of the performance of this Agreement unless such liability is imposed by law, and that this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party to the other or to a third party.

**14.4 Joint Defense.** The Parties hereto acknowledge the importance of cooperation in the defense of litigation arising in connection with this Agreement. UICOMR and County hereby agree they shall consult and cooperate with each other in the defense of any claim arising in connection with the services provided pursuant to this Agreement insofar as there exists no conflict of interests between the Parties in any given claim.

**14.5 Use of Name.** County agrees not to use the name of the University of Illinois in advertising or for any other commercial purpose without the prior written approval of UICOMR, which approval shall not be unreasonably withheld.

**14.6 Compliance with Laws.** County and UICOMR acknowledge that each has certain obligations in connection with applicable laws, regulations, and accreditation standards. Both Parties acknowledge that, from time to time, either Party may adopt policies, procedures, and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards. Each Party agrees to cooperate with the other in this compliance.

**14.7 Prison Rape Elimination Act of 2003 (PREA).** UICOMR will comply with PREA, applicable PREA standards, and the Sheriff's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the Jail.

**14.7.1. Medical:** UICOMR will comply with PREA, applicable PREA standards, and the Facility's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the facility. UICOMR acknowledges that there is specialized "Confinement Setting" training that their staff will need to complete to comply with the PREA standards. This training includes, but is not limited, to PREA 201 for Medical and Mental Health Practitioners, PREA: Medical Health Care for Sexual Assault Victims in a Confinement Setting, and PREA: Your Role Responding to Sexual Abuse. UICOMR will forward a copy of all PREA related training certificates, annual refresher, etc. to the Sheriff's training department for verification/tracking of completed training. UICOMR acknowledges that, in addition to self-monitoring, the facility may conduct announced or unannounced monitoring to include on-site monitoring.

**14.8 Taxpayer Identification.** Under penalties of perjury, UICOMR certifies that its Federal Taxpayer's Identification Number is: 37-6000511. Under penalties of perjury, County certifies that its Federal Taxpayer's Identification Number is: 36-6006681.

**14.9 Confidentiality.** Any information furnished by either Party to the other shall be treated as confidential. Neither Party shall disclose such information unless specifically authorized by the other or required to do so by law.

#### **14.10 Certifications.**

**14.10.1 Anti-bribery:** County certifies it is not barred from contracting as a result of conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

**14.10.1 Non-Discrimination and Equal Employment Opportunity:** Both Parties certify that they are in compliance with applicable provisions of the U. S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented by U. S. Department of Labor regulations (41 C.F.R. Chapter 60).

**14.10.2 Exclusions Party List:** Both Parties certify that neither it nor, to the best of its abilities, any of its employees and agents are currently the subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Both Parties represent and acknowledge, it has checked the U. S. General Service Administration’s (GSA) Excluded Party Listing System (EPLS), which lists Parties excluded from federal procurement and non- procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General’s (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury’s (Treasury) Specially Designated Nationals (SDN) list. Both Parties also represent and acknowledge, it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to each respective Party’s employees and agents. See the following websites:

<http://exclusions.oig.hhs.gov/>

and <http://www.illinois.gov/hfs/oig/Pages/SanctionsList.aspx>

Either Party can terminate contract without penalty to the other Party if the other Party becomes excluded during life of this Agreement.

Each Party shall inform the other Party immediately if it would no longer be able to comply with these certifications at any time during the term of the Agreement.

**14.11 Assignment.** Neither Party may assign or transfer this Agreement or any part thereof, without the express written consent of the other Party.

**14.12 Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing, shall be delivered either personally in hand, by certified mail, return receipt requested, postage prepaid, or by independent guaranteed over-night delivery service, and shall be addressed to the appropriate Party at the following address (or such other address as may be given in writing to the other Party):

(a) County

Winnebago Co. Purchasing Dept.  
404 Elm St., Room 202  
Rockford, Illinois 61101  
Attention:  
Hope Edwards  
Purchasing Director

With a copy to:

Winnebago County Corrections Bureau  
650 W. State St.  
Rockford, Illinois 61101  
Attention:  
Corrections Bureau Operations Commander

(b) UICOMR

Lisa Mear  
Director of Finance  
UIC College of Medicine Rockford 1601 Parkview Avenue  
Rockford, Illinois 61107

**14.13 Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Illinois.

**14.14 Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and is intended to be a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter thereof. No modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. This Agreement consists of the contract documents listed below, which are incorporated by reference, except as modified herein. In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priority:

- (1) This Agreement.
- (2) Winnebago County Request for Proposal Bid No. 18P-2140.
- (3) UICOMR's bid response.

**14.15 Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

**14.16 Excused Performance.** In the event the performance of any of the terms or provisions of this Agreement shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, local, State, or Federal, or because of

riots, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any similar cause beyond the reasonable control of the Party whose performance is interfered with, and which, by the exercise of reasonable diligence, said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

**14.17 Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement; which shall remain in full force and effect and enforceable in accordance with its terms.

**14.18 Other Contracts and Third-Party Beneficiaries.** The Parties acknowledge UICOMR is neither bound by or aware of any other existing contracts to which County is a party and which relate to the providing of medical care to the Inmates; except as specified in Section 1.4 of this Agreement. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

**14.19 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and same instrument.

**14.20 Non-Medical Care of Inmates.** The Sheriff shall provide for the non-medical needs of Inmates receiving health care services hereunder; which shall include, but not be limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

**14.21 Non-Discrimination.** UICOMR agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to the bona fide occupational qualification of the position, or status as a disabled veteran or Vietnam Era veteran. UICOMR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral, and selection of job applicants, and to prospective job applicants.

**14.22 Authority.** Each Party hereto represents and acknowledges that the person executing this Agreement on its behalf has full power and authority to do so, and that this Agreement constitutes a legal, valid, and binding agreement of each such Party.

**14.23 Amendments and Modifications.** Furthermore, notwithstanding any other provision of this Agreement to the contrary, this Agreement can be amended only in writing signed by both Parties during the current contract term.

THE COUNTY OF WINNEBAGO and the WINNEBAGO COUNTY SHERIFF'S OFFICE

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

Printed Name and Title of Comptroller Delegate



## Exhibit A. Staffing Plan for Jail

### Staffing Plan

#### Adult Jail

<u>Employee</u>	<u>Title</u>	<u>FTE</u>	<u>Hours</u>	<u>Shift</u>
Physician	MD	0.1	4	Day
Nurse Practitioner	DNP/APN	1.4	56	Day
Dentist	DDS	0.2	8	Day
Health Administrator/RN	AN III	1	40	Day
Registered Nurse	SN I/II	1	40	Day/Evening Flex
Registered Nurse	SN I/II	1	40	Day/Evening Flex
Registered Nurse	AN I	1	40	Day/Evening Flex
Registered Nurse	SN I/II	0.3	12	Day/Evening Flex
Registered Nurse	SN I/II	1	40	Day
Registered Nurse	AN I	0.8	32	Day
Licensed Practical Nurse	LPN II	1	37.5	Day/Evening Flex
Registered Nurse	SN I/II	1	40	Evening
Registered Nurse	SN I/II	0.6	24	Evening
Registered Nurse	SN I/II	0.4	16	Evening
Licensed Practical Nurse	LPN II	1	37.5	Evening
Registered Nurse	SN I/II	1	40	Evening/Night Flex
Registered Nurse	SN I/II	1	40	Night
Registered Nurse	SN I/II	1	40	Night/rotate with JDC
Registered Nurse	AN I	0.9	36	Night/rotate with JDC
Registered Nurse	SN I/II	1	40	Night/rotate with JDC
Nurse Technician	NT	1	40	Day
Nurse Technician	NT	0.8	32	Day
Nurse Technician	NT	0.8	32	Day
Dental Assistant		0.2	8	Day

**19.5**

#### Subcontracts for Adult Jail

Physical Therapy	5 hrs/week	Day
Chris Martin OD, Optometry	8 hrs/month	Day

<b>Jail Staffing Plan (Monday thru Sunday)</b>	<b><u>Day</u></b>	<b><u>PM</u></b>	<b><u>Night</u></b>	<b><u>Weekend</u></b>
	FTE	FTE	FTE	FTE
Physician	0.1			
Nurse Practitioner	1.4			
Dentist	.2			
<b><u>Administrative Nurse (Supervisory) (Mon-Fri)</u></b>	1			
Healthcare Administrator				
Supervision of all staff (RN, LPN, MA, NT)				
Prepare staff schedules and assignments				
Compile Monthly Statistics				
Liaison with Jail administration				
Complete monthly narcotic Inventory and reconciliation				
Prepare monthly STI billing				
Address grievances in kiosk				
Complete Incident reporting				
Review Pharmacy Bills				
Prepare medical/dental visit billings for Jail administration				
Facilitate monthly staff meetings/ and or Jail meetings				
Oversee JDC staff and schedules				
Provide back-up call as needed				
<b><u>Nurses ( LPN's or RN's)</u></b>	4	4	2	4-4-2
Medication Administration				
Treatments (physicals, vitals and wound care)				
Diabetic checks				
Sick call triage/nurse visit				
Pharmaceutical inventory management (stock, patient specific and personal)				
Medical Records Documentation/Charting via EMR				
Manage medication records via EMR				
Medical intake acceptance screenings				
Coordination with transfer or release				
Respond to medical emergencies				
Complete medical orders				

<b>Jail Staffing Plan (Monday thru Sunday)</b>	<b><u>Day</u></b>	<b><u>PM</u></b>	<b><u>Night</u></b>	<b><u>Weekend</u></b>
	FTE	FTE	FTE	FTE
<b><u>Nurse Techs &amp; Medical Assistants</u></b>	2.5	0	0	0.1
Assist providers with clinic sessions				
Room patients				

- Lab duties
- Complete Accuchecks
- Process all Medical Record requests
- Assist with treatments
- Assist with medical intake acceptance screenings
- Assist with transfer or release
- Schedule appointments as requested by providers
- Answer phones
- **Medical Assistants Only:** Administer immunizations or pass medication prepared by nurse

<b>TOTAL</b>	<b>9.2</b>	<b>4</b>	<b>2</b>
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## Resolution Exhibit D

## **HEALTH SERVICES AGREEMENT**

**(UIC ref. no. CN-00090478)**

This Health Services Agreement (hereinafter referred to as "Agreement") is entered into by and between the County of Winnebago, an Illinois body politic (hereinafter referred to as "County") and the Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois on behalf of the University of Illinois Chicago and its College of Medicine Rockford, Department of Family and Community Medicine, located at 1601 Parkview S200, Rockford, Illinois (hereinafter referred to as "UICOMR"). County and UICOMR shall be collectively referred to herein as "the Parties" and individually as "a Party".

### **WITNESSETH:**

**WHEREAS**, County desires to enter into an agreement with UICOMR for the delivery of on-site health care services to juvenile detainees at the Winnebago County Juvenile Detention Center, located at 5350 Northrock Drive, Rockford, Illinois, (hereinafter referred to as "Detention Center"); and

**WHEREAS**, UICOMR is a corporation which provides correctional health care and health care related management services, and desires to provide such services to the County under the terms and conditions hereof.

**NOW, THEREFORE**, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

### **ARTICLE I: HEALTH CARE SERVICES.**

**1.1 General Engagement/Scope of Services.** County hereby engages UICOMR to deliver on-site at the Detention Center, and at UICOMR's expense, such reasonably necessary medical and related health care services as are needed by any juvenile being detained at the Detention Center (hereinafter referred to as "Juvenile") and which can be reasonably rendered on-site; and UICOMR hereby accepts such engagement according to the terms and provisions hereof. These services shall include, but not limited to, a comprehensive health assessment of each Juvenile within seven (7) days following the Juvenile's incarceration in the Detention Center. [It is the understanding of the parties that UICOMR will be providing services under this Agreement for only a predetermined number of hours per week, and that UICOMR is responsible for providing services under this Agreement only during those hours of coverage. This Agreement does not contemplate twenty-four (24) hours per day coverage. In the event a Juvenile requires medical attention when UICOMR staff or subcontractors are not present at the Detention Center, it is the understanding of the parties that the Juvenile will be transported off-site for medical treatment and UICOMR will not be financially responsible for the costs of those off-site services. Furthermore, it is the understanding of the parties that Juveniles needing

medical services of a type or scope which cannot be reasonably rendered on-site will also be transported to off-site medical providers (e.g. hospitals) for medical treatment and that UICOMR will also not be financially responsible for the costs of those off-site services.]

**1.2 Elective Medical Care.** UICOMR will not be responsible for the provision of elective medical care to the Juveniles. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the UICOMR's treating medical provider cause the Juvenile's health to deteriorate or cause harm to the Juvenile. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

**1.3 Contaminated Waste Disposal.** UICOMR shall, at its cost, provide for the removal of all medical waste generated by the Detention Center's medical unit. Contaminated waste removal contractors utilized by UICOMR must agree to abide by all applicable Illinois, OSHA, and environmental laws and regulations.

**1.4 Collection of Physical Evidence.** UICOMR shall upon request to collect physical evidence (blood, hair, semen, saliva, etc.), when the request for search or collection is accompanied by a written court order and the Juvenile in question gives written permission for such search or collection to take place. UICOMR shall not bear the cost of testing the collected evidence. After collecting evidence, UICOMR will turn the specimen over to County or a court designated representative to complete chain-of-evidence. Health care personnel shall also offer court testimony relative to such collection, when necessary.

## **ARTICLE II: STAFFING.**

**2.1 Medical Care.** UICOMR shall, at its expense, furnish an Advanced Practice Provider/MD to provide four (4) hours per week of sick call at the Detention Center, and to provide any additional care during that time as is necessary to take care of the medical needs of the Juveniles and can be appropriately rendered on-site. Unless otherwise agreed to in advance by the Director of Juvenile Detention (or their designee), the Advanced Practice Provider/MD services shall be performed during two consecutive hours between 10:00 a.m. and 8:00 p.m. two non-consecutive days each week. Additionally, a physician shall be on-call for staff, 7 days/week, 24 hours/day. UICOMR will provide vacation and holiday coverage as required.

**2.2 Nursing Services.** UICOMR shall, at its expense, provide twenty-eight (28) hours per week (4 hours per day, 7 days per week) of on-site nursing services to the Juveniles consisting of:

<u>Position</u>	<u>FTE</u>	
NP/MD	.1	(4 hours/week)
RN/LPN	.65	(20 hours/week)
Rotating Nurses	N/A	(8 hours/week)

UICOMR reserves the right, in its sole discretion, to change the individual hours worked by RN's or LPN's, respectively, each week, but total hours shall be 4 hours per day or 28 hours per week. These hours will be provided between 07:30AM and 11:00AM and 7:00PM and 10:00PM on weekdays, weekend days and holidays.

**2.3 Mental Health.** The County will contract directly with Rosecrance Behavioral Health for mental health services. UICOMR currently provides telepsychiatry services through Rosecrance Behavioral Health as needed for individual detainees without a primary psychiatrist. In the event that Rosecrance Behavioral Health is no longer able to provide telepsychiatry services, the County and UICOMR will negotiate an amendment for the costs of new services if managed by UICOMR.

**2.4 Licensure, Certification, and Registration of Personnel.** UICOMR shall obtain at its cost any licenses which are required to provide the services contemplated by this Agreement. All personnel, including employees and subcontractors, provided or made available by UICOMR to render services hereunder will be licensed, certified or registered in their respective areas of expertise pursuant to applicable Illinois law. Copies of current certifications and licenses for all personnel working on site or who supervise the work at the Detention Center shall be made available within ten (10) days of the request to the Director of Juvenile Detention.

**2.5 Use of Inmates in the Provision of Health Care Services.** Juveniles will not be employed or otherwise engaged by either UICOMR or the Director of Juvenile Detention in the direct rendering of any health care services.

**2.6 Subcontracting.** In order to discharge its obligations hereunder, UICOMR may engage certain health care professionals as independent contractors rather than as employees, and County expressly consents to such subcontracting (subject to the provisions of section 2.7 below). As the relationship between UICOMR and these health care professionals will be that of an independent contractor, UICOMR will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals, and UICOMR will not exercise control over the manner or means by which these independent contractors perform their professional services. Independent contractors are not deemed to be employees, agents, or representatives of either UICOMR or County. UICOMR shall ensure that any subcontractor providing healthcare services under this Agreement will have professional liability/malpractice insurance in the amounts set forth in section 9.1 below.

**2.7 Approval of Director.** UICOMR agrees to provide the Director of Juvenile Detention with the names, Social Security Numbers, and dates of birth of all employees and subcontractors to be used by UICOMR to provide services under this Agreement. UICOMR shall

provide a written, signed waiver to the Director from each of UICOMR's employees and subcontractors giving the Director permission to conduct thorough and complete background checks. UICOMR agrees to not use any employees or subcontractors in the performance of its obligations under this Agreement with respect to whom the Director has not given, or has revoked, written security clearance.

Furthermore, in recognition of the sensitive nature of juvenile detention services, if the Director of Juvenile Detention becomes dissatisfied, for any reason, with any health care personnel provided by UICOMR, UICOMR shall, following written notice from the Director of Juvenile Detention that dissatisfaction and the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved to the satisfaction of the Director, UICOMR shall remove the individual about whom the Director has expressed his dissatisfaction. Should removal of an individual become necessary, UICOMR will be allowed reasonable time to find an acceptable replacement. If, however, in the sole judgment of the Director the immediate removal of any health care personnel is necessary, then that person shall be removed and replaced forthwith by UICOMR.

### **ARTICLE III: EDUCATION AND TRAINING.**

UICOMR will, at its expense, conduct an on-going health education program for the nursing staff at the Detention Center with the objective of raising the level of Juvenile health education and health care. This health care education program will include but not be limited to, an annual training on correctional healthcare certifying governing bodies (National Commission on Correctional Health Care (NCCHC) or American Correctional Association (ACA)), alternating with an annual educational program (e.g. signs and symptoms of chemical dependency, reactions to medical emergencies, etc.). UICOMR will also provide, at its expense, health care education for detention officers every two (2) years as indicated by the standards of the National Commission on Correctional Health Care.

### **ARTICLE IV: REPORTS AND RECORDS.**

**4.1 Medical Records.** UICOMR shall maintain a separate, individual, accurate, and complete medical record for each Juvenile who receives health care services under this Agreement. These medical records will be maintained pursuant to the applicable law, the National Commission on Correctional Health Care standards, the Illinois Department of Corrections Minimum Standards for Jails and Lockups, the Illinois Department of Juvenile Justice Standards and the Winnebago County Juvenile Detention Center Director's Policies and Procedures; and will be kept separate from the Juveniles' confinement records. Medical records will be kept confidential in accordance with the applicable laws and regulations, and UICOMR will follow the Director's policies regarding access by Juveniles and detention staff to the medical records, subject to the applicable law regarding confidentiality of such records. A complete copy of the applicable medical record in the format requested shall be available to accompany each Juvenile who is transferred from the Detention Center to another location for off-site services or is transferred to another institution. No information contained in the medical records will be released by UICOMR except as provided by court order or otherwise in accordance with applicable law. These records will be kept and maintained at the Detention Center, and shall be the property of the Winnebago County Court Services Department. County will implement COREMR as its electronic medical record, as outlined in section 8.3.

**4.2 Regular Reports by UICOMR to County.** UICOMR will provide monthly reports to the Director of Juvenile Detention (or their designee) concerning the overall operation of the health care program and the general health of the Juveniles.

**4.3 Meetings.** UICOMR shall meet every other month with the Director of Juvenile Detention (or their designee) to discuss health-related procedures and operations within the Detention Center and any proposed changes to the health-related procedures; and any other matters which either party deems necessary.

**4.4 Detainee Information.** In order to assist UICOMR in providing the appropriate health care services to the Juveniles, the Director of Juvenile Detention will provide UICOMR with such information pertaining to the Juveniles that is under the Director's control as is reasonably necessary for UICOMR to adequately perform its obligations hereunder.

**4.5 UICOMR Records Available to County with Limitations on Disclosure.** UICOMR will make available to the Director of Juvenile Detention (or their designee) upon request, unless otherwise specifically prohibited by law, all records, documents, and other papers relating to the direct delivery of health care services to the Juveniles hereunder; provided, however, that County understands that the systems, methods, procedures, written materials, and other controls employed by UICOMR in the performance of its obligations hereunder are proprietary in nature and will remain the property of UICOMR and may not, at any time be used, distributed, copied, or otherwise utilized by County, except in connection with review of the delivery of health care services hereunder, unless such disclosure is approved in advance in writing by UICOMR or is required by law.

**4.6 County Records Available to UICOMR with Limitations on Disclosure.** During the term of this Agreement and for a reasonable time thereafter, the Director of Juvenile Detention will provide to UICOMR, at UICOMR's request and in accordance with applicable law, the Director's records relating to the provision of health care services to the Juveniles hereunder as may be pertinent to the investigation or defense of any claim related to UICOMR's conduct. The Director will make available to UICOMR such records as are maintained by the Director, hospitals, and other outside health care providers involved in the care or treatment of the Juveniles (to the extent the Director has any claim to those records) as UICOMR may reasonably request consistent with applicable law; provided, however, that any such information released by the Director to UICOMR which the Director considers to be confidential will be kept confidential by UICOMR and will not, except as may be required by law, be distributed to any third party without the prior written approval of the Director.

**4.7 Access to Books and Records.** UICOMR and County agree to make available, upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents, and records necessary to verify the costs of services rendered under this Agreement. Both parties further agree to make said Agreement, books, documents, and records available until the expiration of three (3) years after the services are furnished under this Agreement.



**4.8 Compliance with Patient Privacy Laws.** The County agrees to abide by and require that its personnel abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA) and Illinois law regarding access to and disclosure of the medical records of minors. The Parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the County or any other governmental unit similar to the County is a Business Associate (“Business Associate”), as described in the federal privacy regulations, the Parties shall use good faith efforts to execute a mutually agreed upon Business Associate Agreement upon a date mutually agreed by the Parties.

## **ARTICLE V: SECURITY.**

**5.1 General.** UICOMR and County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of UICOMR, as well as for the security of the Juveniles and detention staff. The Director of Juvenile Detention will provide security services reasonably sufficient to enable UICOMR and its personnel to safely provide the health care services called for hereunder. UICOMR acknowledges, however, that the Director cannot, and does not; guarantee the absolute safety of UICOMR personnel from the criminal acts of juvenile detainees. Neither the Director nor the County shall be liable for the loss of, or injury or damage to, equipment, supplies, and/or personnel of UICOMR, its agents, or subcontractors unless such loss, damage, or injury is caused by the sole negligence of the Director of Juvenile Detention or detention staff.

**5.2 Detention Center Regulations.** UICOMR employees and subcontractors will be informed of the Director of Juvenile Detention’s security regulations and procedures, and UICOMR understands they will be subject to all such regulations and procedures.

## **ARTICLE VI: SPACE, MEDICAL SUPPLIES, AND PHARMACEUTICALS**

**6.1 Office Space and Equipment.** The County agrees to provide UICOMR with a work area, office equipment (phone, fax machine, copy machine, document scanner), and utilities (including internet connection, local and long-distance telephone service) sufficient to enable UICOMR to perform its obligations hereunder. At the termination of this Agreement, UICOMR shall return to County possession and control of all County owned office equipment. At such time the office equipment shall be in good working order, reasonable wear and tear excepted.

**6.2 Office Supplies.** UICOMR shall provide, at its own expense, all office supplies necessary to perform the services contemplated by this Agreement (e.g., paper, pens, medical charts, medical folders, etc.).

**6.3 Medical Equipment.** County shall furnish an examination table and related

accessories. UICOMR is responsible for furnishing, at its cost, all other necessary medical equipment as agreed to by the parties. At the termination of this Agreement, UICOMR shall return to County possession and control of all County owned medical equipment. At such time the medical equipment shall be in good working order, reasonable wear and tear excepted.

**6.4 Medical Supplies.** UICOMR shall furnish and pay for all consumable medical supplies (e.g., Band-Aids, gauze, pregnancy test kits, etc.) that are needed for the services to be provided hereunder.

**6.5 Pharmacy Services.** UICOMR shall furnish and pay for all non-prescription medications that are needed by the Juveniles. (UICOMR shall not be responsible for providing and paying for prescription medications.) UICOMR staff shall be responsible for dispensing all medications (both prescription and non-prescription) to the Juveniles at those times during which UICOMR staff are present at the Detention Center. At times when UICOMR staff are not on site, medications will be packaged, labeled and secured with the booth operator for administration by detention staff.

Anytime a Juvenile has less than a seven (7) day supply of a prescribed medication present at the Detention Center, UICOMR nursing staff shall attempt to contact the Juvenile's parents to inform them and request the parent bring a new supply of the prescribed medication to the Detention Center to be dispensed to the Juvenile. UICOMR shall assist in obtaining bridge prescriptions to ensure continuity of care.

**6.6 General Maintenance Service.** County will provide for each Juvenile receiving healthcare services no less than the full range of services and facilities provided by County for other Juveniles at the Detention Center, including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

## **ARTICLE VII: TERM AND TERMINATION OF AGREEMENT.**

**7.1 Contract Term.** This contract shall commence on April 1, 2025 at 12:01 a.m. and shall expire on September 30, 2026 at 11:59 p.m.; unless renewed or extended as provided herein. County reserves the right to extend this Agreement for four (4) one-year renewals if it appears to be in the best interest of County and the renewal is agreed to by UICOMR.

Furthermore, notwithstanding any other provision of this Agreement to the contrary, County reserves the right to extend the term of this Agreement, or any renewal of this Agreement, for up to ninety (90) days if necessary to continue a source for juvenile detainee health care services if a new or replacement contract is not completed prior to the expiration date.

**7.2 Termination.** Either Party may, without prejudice to any other rights it may have, terminate this Agreement for the convenience of that Party, with or without cause, by giving the other Party written notice of intent to terminate one hundred twenty (120) days prior to the intended termination date.

If either UICOMR or County is in material breach of this Agreement, then the non-breaching party

may notify the other thereof in writing, and if the breach in performance is not cured within ninety (90) calendar days following receipt of notice, then the non-breaching party has the right, without liability, in addition to its other rights and remedies, to terminate this Agreement immediately upon further written notice.

In the event UICOMR and County mutually agree in writing, this Agreement may be terminated on the terms and date stipulated.

UICOMR may terminate this Agreement for default if County fails to make timely payments due to UICOMR under the terms of the Illinois Local Government Prompt Payment Act. County may terminate this Agreement immediately in the event UICOMR fails to keep in force any required insurance policies. UICOMR or County may terminate this Agreement immediately upon the insolvency, bankruptcy, or receivership of the other party.

## **ARTICLE VIII: COMPENSATION.**

**8.1 Base Compensation.** County will pay UICOMR the sum of two hundred sixty-three thousand, nine-hundred and thirty-six dollars (\$263,936.00) for the first year of the contract term (April 1, 2025 through March 31, 2026), payable in twelve (12) monthly installments of twenty-one thousand, nine-hundred ninety-five dollars (\$21,995.00). The payment of monthly installments of \$21,995.00 will continue for the balance of the contract term (April 1, 2026 through September 30, 2026). UICOMR will bill County on or before the first (1<sup>st</sup>) day of each month before the services are rendered, and County agrees to pay UICOMR for those services in advance of the services being rendered. In the event this Agreement should, for any reason, terminate on a date other than the end of a calendar month, compensation to UICOMR will be pro-rated accordingly for the shortened month.

**8.2 Negotiated Annualized Amount Increase Upon Renewal.** Unless otherwise mutually agreed by the Parties, upon each renewal of this Agreement the base compensation will be increased by the US medical inflation rate for the previous calendar year (January – December) or four and one-half (4.5%) percent, whichever is greater. UICOMR waives a fee increase for the first contract renewal period of October 1, 2025-September 30, 2026.

**8.3 Fees Associated with implementation of an Electronic Medical Record.** The County will be responsible for any and all fees associated with the purchase and implementation of COREMR in the Juvenile Detention Center. Costs would include vendor fees such as an initial purchase fee, subscription fee, equipment costs, and professional training expenses; UICOMR would also have additional professional fees for implementation and customization of the EMR. These costs are included in the annual budget of 2024-2025. The total invoice for UICOMR's professional fees will amount to three thousand four hundred thirty-two dollars (\$3,432.00). These professional fees include:

- EMR training by COREMR for staff – 9 hours
- Creation of forms and implementation – 10 hours
- Initial canning of current detainee medical records, (includes review, document scanning, reassembly of paper records and filing) – 5 hours

The County will pay for and provide the necessary equipment for operation of a COREMR system, including a laptop computer (1), scanner, dedicated printer, copy machine, telephone and fax machine.

## **ARTICLE IX: INSURANCE.**

**9.1 University Insurance:** By action of the Board of Trustees of the University of Illinois on August 1, 1976 a liability self-insurance plan (Program and Plan) was established for its employees, including UIC-employed Physicians, subject to Program and Plan's terms, conditions and exclusions. Coverage is not to be construed to insure the liability of others. By action of the Board of Trustees of the University of Illinois on July 1, 2023, the Program and Plan documents were amended to establish new limits of general liability of a maximum of \$1,000,000 per occurrence, \$3,000,000 annual aggregate and professional liability/malpractice insurance with limits of a maximum \$1,000,000 per occurrence, \$3,000,000 aggregate. The Program and Plan documents are available on request. The Program covers the Physicians providing Services to County under this Agreement. While the Program and Plan are in effect as of the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Program or the Plan; however, University agrees to provide County with an advance 30-day public notice in the event Program or Plan is canceled in whole or in part.

**9.2 County Insurance:** County agrees to at all times throughout the term to maintain comprehensive professional and general liability insurance in the minimum amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants. During the term of the Agreement, County shall either (I) maintain at its sole cost and expense, comprehensive general public liability and property damage liability insurance in an amount adequate to cover the associated risks, (II) maintain an equivalent program of funded self-insurance, or (III) use its captive insurance company to meet the terms and conditions of this paragraph. A copy of this coverage shall be provided to University upon request.

## **ARTICLE X: MISCELLANEOUS**

**10.1 Independent Contractor Status.** County expressly acknowledges UICOMR is an "independent contractor", and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which UICOMR, its employees, or its subcontractors perform hereunder. UICOMR assumes all financial responsibility for the employees of UICOMR.

**10.2 Limitation of Liability.** It is understood and agreed that neither County nor UICOMR shall be liable for any negligent or wrongful acts either of commission or omission chargeable to the other arising out of or as a consequence of the performance of this Agreement unless such liability is imposed by law, and that this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

**10.3 Joint Defense.** The Parties acknowledge the importance of cooperation in the defense of litigation arising in connection with this Agreement. UICOMR and County hereby agree they shall consult and cooperate with each other in the defense of any claim arising in connection with the services provided pursuant to this Agreement insofar as there exists no conflict of interests between the Parties in any given claim.

**10.4 Use of Name.** County agrees not to use the name of the University of Illinois in advertising or for any other commercial purpose without the prior written approval of UICOMR, which approval shall not be unreasonably withheld.

**10.5 Compliance with Laws.** County and UICOMR acknowledge that each has certain obligations in connection with applicable laws, regulations, and accreditation standards. Both parties acknowledge that, from time to time, either party may adopt policies, procedures, and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards. Each party agrees to cooperate with the other in this compliance.

**10.6 Prison Rape Elimination Act of 2003 (PREA).** UICOMR will comply with PREA, applicable PREA standards, and the Juvenile Detention Center Policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the facility. UICOMR acknowledges that there is specialized “Confinement Setting” training that their staff will need to complete to comply with the PREA standards. This training includes, but is not limited, to PREA 201 for Medical and Mental Health Practitioners, PREA: Medical Health Care for Sexual Assault Victims in a Confinement Setting, and PREA: Your Role Responding to Sexual Abuse. UICOMR will forward a copy of all PREA-related training certificates, annual refresher, etc. to the Detention Center’s training department for verification/tracking of completed training. UICOMR acknowledges that, in addition to self-monitoring, Detention Center may conduct announced or unannounced monitoring to include on-site monitoring.

**10.7 Taxpayer Identification.** Under penalties of perjury, UICOMR certifies that its Federal Taxpayer’s Identification Number is: 37-6000511. Under penalties of perjury, County certifies that its Federal Taxpayer’s Identification Number is: 36-6006681.

**10.8 Confidentiality.** Any information furnished by either party to the other shall be treated as confidential. Neither party shall disclose such information unless specifically authorized by the other or required to do so by law.

#### **10.9 Certifications.**

**10.9.1 Anti-bribery:** County certifies it is not barred from contracting as a result of conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

**10.9.2 Non-Discrimination and Equal Employment Opportunity:** Both Parties

certify that they are in compliance with applicable provisions of the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act, and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60).

**10.9.3 Exclusions Party List:** Both Parties certify that neither it nor, to the best of its abilities, any of its employees and agents is not currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Both Parties represent and acknowledge, it has checked the U. S. General Service Administration’s (GSA) Excluded Party Listing System (EPLS), which lists Parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General’s (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury’s (Treasury) Specially Designated Nationals (SDN) list. Both Parties also represent and acknowledge, it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to each respective Party’s employees and agents. See the following websites:

<https://exclusions.oig.hhs.gov/>

and <https://hfs.illinois.gov/oig/sanctionslist.html>

Either Party will terminate contract without penalty to the other Party if the other Party becomes excluded during life of this Agreement.

Each Party shall inform the other Party immediately if it would no longer be able to comply with these certifications at any time during the term of the Agreement

**10.10 Assignment.** Neither party may assign or transfer this Agreement, or any part thereof, without the express written consent of the other party.

**10.11 Notice.** All notices or other communications required or permitted to be given under this Agreement shall be in writing, shall be delivered either personally in hand, or by certified mail, return receipt requested, postage prepaid, or by independent guaranteed over-night delivery service, and shall be addressed to the appropriate party at the following address (or such other address as may be given in writing to the other party):

**(a) County:**

Winnebago County Purchasing  
404 Elm Street, Room 202  
Rockford, Illinois 61101  
Attention:  
Hope Edwards  
Purchasing Director

**With a copy to:**

Winnebago Co. Juvenile Detention Center  
5350 Northrock Drive  
Rockford, Illinois 61103  
Attention:  
Julie McCray-Grotto  
Superintendent

**(b) UICOMR:**

Lisa Mear  
 Director of Finance  
 University of Illinois College of Medicine Rockford  
 1601 Parkview Avenue  
 Rockford, Illinois 61107

**10.12 Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Illinois.

**10.13 Entire Agreement.** This Agreement constitutes the entire agreement of the parties and is intended to be a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter thereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. This Agreement consists of the contracts documents listed below, which are incorporated by reference, except as modified herein. In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priority:

- (1) This Agreement.
- (2) Winnebago County Request for Proposal Bid No. 18P-2140- 24P-2349.
- (3) UICOMR's bid response.

**10.14 Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

**10.15 Excused Performance.** In the event the performance of any of the terms or provisions of this Agreement shall be delayed or prevented because of the compliance with any law, decree, or order of any governmental agency or authority, local, State, or Federal, or because of riots, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any similar cause beyond the reasonable control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

**10.16 Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement; which shall remain in full force and effect and enforceable in accordance with its terms.

**10.17 Other Contracts and Third-Party Beneficiaries.** The Parties acknowledge UICOMR is neither bound by or aware of any other existing contracts to which County is a party and which relate to the providing of medical care to the Juveniles. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons (other than the

Director of Juvenile Detention), and it is their express intention that this Agreement is intended to be for their respective benefits only and not for the benefits of others (except for the Director of Juvenile Detention) who might otherwise be deemed to constitute third-party beneficiaries thereof.

**10.18 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**10.19 Non-Discrimination.** UICOMR agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age, or handicap unrelated to the bona fide occupational qualification of the position, or status as a disabled veteran or Vietnam Era veteran. UICOMR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral, and selection of job applicants, and to prospective job applicants.

**10.20 Authority.** Each party hereto represents and warrants that the person executing this Agreement on its behalf has full power and authority to do so, and that this Agreement constitutes a legal, valid, and binding agreement of each such Party.

**10.21 Amendments and Modifications.** Furthermore, notwithstanding any other provision of this Agreement to the contrary, this Agreement can be amended only in writing signed by both Parties during the current contract term.



**IN WITNESS WHEREOF**, the parties have set their hands and seals hereto as of the day and year written below.

THE COUNTY OF WINNEBAGO

By: \_\_\_\_\_  
 Chief Judge John Lowry      Date  
 17<sup>th</sup> Judicial Circuit Court

By: \_\_\_\_\_ / \_\_\_\_\_  
 Joseph V. Chiarelli, Chairman      Date  
 Winnebago County Board

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: \_\_\_\_\_ / \_\_\_\_\_  
 Paul N. Ellinger      Date  
 Comptroller



# Resolution Executive Summary

**Prepared By:** Purchasing Department on behalf of the WCSO  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** March 19, 2025  
**Board Meeting Date:** March 27, 2025  
**Resolution Title:** Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates of the Winnebago County Jail

## Budget Information

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

**Background Information:** The Winnebago County Sherriff's Office (WCSO) initiated a contract with Global Tel\*Link (GTL) (d/b/a ViaPath Technologies) to provide telecommunication services to inmates in the Winnebago County Jail. The contract terms allowed for amendments or adjustments of services, as needed, when the conditions are agreed upon by both the County and GTL.

Telecommunication Services implementation for this program occurred in 2018. Since then, we have continued to renew our existing contract. WCSO and Purchasing have discussed plans to issue a solicitation for services in 2025 upon expiration of this contract amendment.

In front of your today, is an additional amendment to the original contract (See Resolution Exhibit A). Effective March 31, 2025, ViaPath must make certain changes mandated by the Federal Communications Commission ("FCC") final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking (the "FCC Order") to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 ("MWR Act") governing incarcerated people's communications services ("IPCS") that became effective as of November 19, 2024.

Prior to this new guidance, the commission payable to the Premises Provider under this agreement was \$0.17 per minute. With the latest guidance the rate will go to \$0.07 per minute. While currently still a revenue generating contract with the latest FCC guidelines, we are limited in the standard phone minutes. However, we are able to capture commissions tied to tablet authorized entertainment purchases. This averages about \$180,000 annually.

This service is also fully integrated into our commissary contractor to provide kiosk support for purchasing supplemental materials. GTL also provides on-site technology support.

**Recommendation:** Superintendent Ogden recommends approval of GTL's Amendment 6.

**Contract/Agreement:** Amendment 6 to the **GTL Master Services Agreement** has been reviewed by the SAO and all recommendations were incorporated.

**Follow-Up:** Purchasing Department will route GTL Amendment 6 for signatures.

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

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

**2025 CR**

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

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

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

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

**INMATE COMMISSARY ACCOUNT**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is hereby authorized and directed to, on behalf of the County of Winnebago, execute agreement Amendment 6 with Global Tel\*Link (d/b/a Viapath Technologies).

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

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

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

**AGREE**

**DISAGREE**

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

\_\_\_\_\_  
BRAD LINDMARK, CHAIRMAN

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

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

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

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

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

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

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

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

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ANGIE GORAL

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ANGIE GORAL

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

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

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

## AMENDMENT # 6 TO MASTER SERVICES AGREEMENT

This Amendment #6 (“Amendment”) takes effect as of the date signed by all parties listed in this preamble (“Effective Date”), and amends and revises that certain **Master Services Agreement**, dated August 14, 2017, as amended from time to time (the “Agreement”), by and between Global Tel\*Link Corporation d/b/a ViaPath Technologies with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “Company”), and the County of Winnebago, and the Winnebago County Sheriff’s Office, with an address of 650 W. State Street, Rockford, Illinois 61102 (the “Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, the Parties have agreed to amend the Agreement, among other reasons, in order to address changes mandated by the Federal Communications Commission’s (“FCC”) final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking (the “FCC Order”) to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 (“MWR Act”) governing incarcerated people’s communications services (“IPCS”), as further described below; and

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

### **I. GENERAL PROVISIONS**

#### **1. Term**

The current Renewal Term of the Agreement expires on March 30, 2025. The Parties agree that the term of the Agreement shall be extended for one year from March 31, 2025 to March 30, 2026 (“Renewal Term”). This Agreement shall not be further renewed.

### **II. FCC IPCS TELEPHONE COMMUNICATION PROVISIONS**

#### **1. Service Charge.**

The following rates, charges, commissions and other provisions are amended and/or deleted as follows effective on **March 31, 2025** pursuant to the FCC Order, unless the FCC Order is for any reason stayed by judicial or regulatory proceeding. In the event the FCC Order is stayed or amended, the following rates, charges, commissions and other provisions shall not go into effect until the stay is lifted or a subsequent effective date for compliance with the FCC Order is established in accordance with applicable law or order

- 1.1. ***Section 1, Equipment and Features, GTL Base Features***, of the Inmate Telephone Service Schedule is hereby deleted and replaced with the following table:

<b>ViaPath Base Features</b>
Password Protected Web based User Interface
Number Management
Blocked Access to Toll-Free Numbers
Collect, Prepaid Debit and AdvancePay Calling Options
TDD/TTY Capability (provided by third-party)
Call Prompts in English and Spanish
1 Full Time SAT/Technicians/etc. (include # of personnel and part-time/full-time)

- 1.2. **Section 1, Equipment and Features, GTL Advanced Features**, of the ITS Schedule is hereby deleted in its entirety. The *GTL Advanced Features* will no longer be offered within the ITS Rates. Going forward, these additional features and value-added services will be provided to the Premises Provider as set forth in the Tablet Service Schedule.
- 1.3. **Section 3, Compensation**, of the ITS Schedule is hereby deleted in its entirety. Pursuant to the FCC Order, there will be no Compensation payable on IPCS voice calling services under this Agreement.
- 1.4. **Section 4, Rates and Charges**, of the ITS Schedule is hereby deleted in its entirety and replaced as follows:

Rates and Charges for Inmate Telephone Services. The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- i. Interstate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: \$0.07 per minute of use.
  - ii. Intrastate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: \$0.07 per minute of use.
  - iii. International ITS calls, whether made using a Prepaid Debit or AdvancePay™ format: The Interstate ITS rate set forth above, plus the applicable call termination rate for the international destination of the call as published on the Company's website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.
  - iv. No per call, per connection, or flat-rate calling charges shall apply to international, interstate and intrastate ITS per minute of use calls.
  - v. The ITS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Company in connection with such programs.
- 1.5. **Section 5, Transaction Fees for Inmate Telephone Services**, of the ITS Schedule is hereby deleted in its entirety. Pursuant to the FCC Order, there will be no Transaction Fees charged for IPCS voice calling services under this Agreement.
  - 1.6. **Section 6, Single-Call and Related Billing Arrangements for ITS**, of the Inmate Telephone Service Schedule, is hereby deleted in its entirety and replaced with the following:

Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be the applicable per minute rate and other charges allowed by law.

### III. **TABLET SERVICES PROVISIONS**

#### A. **TABLET SERVICES PROVISIONS**

1. ***Section 2, Definitions*** of the Tablet Service Schedule is hereby deleted in its entirety and replaced as follows:

**2. Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Communications” means voice communications and/or video visitation.

“Enhanced Services” means information services, educational, entertainment products, and mail scanning services offered through a Tablet, as defined below.

“IP-Enabled Tablets” (or “Tablets”) means a ViaPath owned tablet device capable of allowing access to Enhanced Communications and Enhanced Services.

2. ***Section 7, Enhanced Services and Accessories Rates***, of the Tablet Service Schedule is hereby deleted in its entirety and replaced as follows:

**7. Enhanced Communications, Enhanced Services and Accessories Rates.** Company may apply the following charges on Enhanced Communications, Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

a. Enhanced Communications:

- i. Voice Communication: will be charged at the same per-minute rate as ITS under this Agreement.
- ii. Video Visitation Services:
  1. \$0.12 per minute On-Premise Price, after the free visitation time mandated by the Illinois Department of Corrections Jail Standards
  2. \$0.12 per minute Remote Visit Price

b. Enhanced Services:

- i. Paid Inmate Content Access:
  1. Standard Profile: \$0.05 per minute
  2. Promotional Profile: \$0.03 per minute
  3. Free Profile: \$0.00 per minute
- ii. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  1. \$0.25 per written message
  2. \$0.25 per photo attachment (in addition to charge for any written message, if provided)
  3. \$1.00 per video message
- iii. Mail scanning solution. Company will provide Mail Scanning, at no cost to the Premises Provider.
- iv. Accessories – Replacement Earbuds: \$4.00.
- v. Tablet Replacement. \$249.99

- c. ViaPath Additional Features. The ViaPath Additional Features and value-added services will be provided to the Premises Provider under Enhanced Services.

<b>ViaPath Additional Features</b>
Two (2) Year On-Line Call Recording Storage
60 Day On-Line Video Recording Storage
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
PREA Support
24X7 Technical Support
Hot Alert
Audit Tools
Voice IQ Initial Voice Biometrics Stops PIN sharing
Call IQ Keyword Search/Word Recognition application. Includes Translation Capabilities
Unlimited Reverse Number Lookup (BNA)
Data IQ - Advanced Investigative Data Analysis
Called Party IQ - Detection of prisoner-to-prisoner telephone calling
Phone IQ – Phone Type Id

5. **Section 8, Tablet Commissions**, of the Tablet Service Schedule is hereby deleted in its entirety and replaced as follows:

**8. Tablet Commissions.**

- a. Company will pay monthly a sum equal to twenty-five percent (25%) of gross revenue (less all applicable taxes, government-imposed fees or charges, and billing or security fees) received from the per minute rate or subscription/access pass charged to inmates for Enhanced Services excluding Enhanced Communications.
- b. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

6. **Section 9, Tablet Replacement**, is hereby added to the Tablet Service Schedule as follows:

**9. Tablet Replacement.**

*Inmates are responsible for the care and security of the Tablets while in their possession and may not access or use the Tablets for any purpose other than permitted communication, education, and entertainment purposes. Inmates' access and use of the Tablets must be in accordance with all applicable legal requirements including all federal, state, and local laws, rules, and regulations (including Premises Provider policies) and the Terms of Use. Company may, in its discretion, restrict use or prohibit certain activities in connection with the Tablets.*

*Inmates will be responsible for the replacement cost and any associated costs of Tablets that have been damaged, tampered with, misused, destroyed, lost or stolen, used in violation of the Terms of Use, or as otherwise set forth in this Agreement. Any Inmate responsible for replacement costs may be prohibited from use and/or access to Tablets until such replacement costs are paid. The Parties agree that the replacement cost for a Tablet is \$249.99. Tablet Replacements will be in accordance with Section 7.*

- a. Replacement Conditions. Any of the conditions set forth below must be reported immediately to the Company Onsite Technician or the Company's dedicated Field Service Manager (FSM).
  - i. Normal Wear and Tear. Replacement of Tablets due to normal wear and tear may be provided by Company as set forth in Section 5, Support and Maintenance.



- ii. Defect or Malfunction. Replacement of Tablets that fail due to manufacturing/provisioning or software issues that cause the Tablet to no longer function will be provided by Company as set forth in Section 5, Support and Maintenance.
  - iii. Damage or Tamper. Replacement of Tablets that have been damaged or tampered with will not be provided by the Company, and the replacement costs of such Tablet will be the responsibility of the inmate. Tablet damage or tampering includes, but is not limited to, the following: cracked or smashed screens, missing or removed internal parts, opening or prying of cases, or writing on, vandalizing, or graffitiing on Tablet.
  - iv. Loss or Theft. If a Tablet is lost or stolen, the inmate must report the loss or theft immediately to Premises Provider staff, submit a request for replacement, and cooperate fully with efforts to retrieve the Tablet. Replacement will be subject to Company review, and inmates shall be responsible for the cost of a replacement Tablet.
  - v. Other Inmate Violation or Misuse. Inmates shall be responsible for the replacement costs of Tablets damaged due to misuse or violation of any Terms of Use, including intentionally, recklessly, negligently, or purposefully damaging, tampering with or destroying a Tablet.
- b. Replacement Process. The process for reporting damaged, lost, or stolen Tablets and requesting replacement will be mutually agreed upon and memorialized in writing during the project management phase of implementation by Company and Premises Provider via a Standard Operating Procedure (“SOP”).
- i. Tablet Replacement Request. Inmates and/or Premises Provider must submit a Tablet replacement request (“Tablet Replacement Request”) for review and approval of the Company. The Tablet Replacement Request should include a description of the issue with the Tablet and a description of how and when the Tablet was damaged, lost, or stolen. Company will review the Tablet Replacement Request, inspect the Tablet, and determine if additional information is needed to process the request.
  - ii. Replacement Cost Invoicing/Billing. The Parties agree that the replacement cost for a Tablet is \$249.99. If it is determined that an inmate is responsible for the replacement cost, Company will invoice the Premises Provider for the replacement cost. Company will invoice the Premises Provider monthly for such replacement Tablets. Premises Provider will assess the inmate for the replacement costs, obtain reimbursement from the inmate, or remit payment from the Inmate Welfare fund.
  - iii. Priority of Tablet Replacement. Unless otherwise agreed to in writing by the Parties, Company will prioritize replacement of Tablets due to normal wear and tear as well as defect and malfunctioning before all other.

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

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Premises Provider**  
**County of Winnebago**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Winnebago County Sheriff's Office**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



March 6, 2025

**VIA OVERNIGHT MAIL AND ELECTRONIC MAIL**

**Winnebago County Sheriff's Office  
650 W. State Street  
Rockford, Illinois 61102**

**Re: Pending Amendment to Agreement**

Dear Sir or Madam:

Global Tel\*Link Corporation d/b/a ViaPath Technologies ("ViaPath" or the "Company") and **Winnebago County Sheriff's Office** (the "Premises Provider") are parties to a certain **Master Services Agreement** dated **August 14, 2017** as amended from time to time (the "Agreement").

Effective March 31, 2025, ViaPath must make certain changes mandated by the Federal Communications Commission ("FCC") final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking (the "FCC Order") to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 ("MWR Act") governing incarcerated people's communications services ("IPCS") that became effective as of November 19, 2024.

As you know, the parties have been in discussions over the past several months regarding the modifications to the Agreement necessary to comply with the FCC Order. Unfortunately, we have run out of time and ViaPath must implement certain changes to comply with the law. Notwithstanding anything to the contrary in the Agreement and per the parties' verbal agreement to the attached proposed Amendment to the Agreement, **ViaPath will implement the changes as described in the attached Amendment effective March 31, 2025**, unless compliance with the FCC Order is stayed or amended through a regulatory or court proceeding. In the event the FCC Order is stayed or amended, modifications described in the attached amendment shall not go into effect until the stay is lifted or a subsequent effective date for compliance with the FCC Order is established in accordance with applicable law or order.

Should you have any questions, comments or objections to the changes described in the attached Amendment to the Agreement please contact Charles Lintz at [charles.lintz@viapath.com](mailto:charles.lintz@viapath.com) or the undersigned, Kali Runco at [kali.runco@viapath.com](mailto:kali.runco@viapath.com) immediately. Absent any immediate communication from you, we will proceed with our planned implementation effective March 31, 2025.

We look forward to continuing to work with you and support you and the community you serve. We are ready to work with you at your convenience to finalize the Amendment to the Agreement. Thank you for your cooperation on this matter.

Sincerely,

A handwritten signature in blue ink that reads "Kali Runco".

Kali Runco  
Contracts Manager

# **UNFINISHED BUSINESS**

**NEW BUSINESS**

# **ANNOUNCEMENTS & COMMUNICATIONS**



# WINNEBAGO COUNTY

— ILLINOIS —

## Announcements & Communications

Date: March 27, 2025

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

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**Governing Statute(s):** State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

**County Code:** [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

**Background:** The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
  - a. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-Request for Withholding Information from Public Disclosure (EPID L-2023-LLA-0136)
  - b. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-Request for Withholding Information from Public Disclosure (EPID L-2023-LLA-0136)
  - c. Project Manager Reassignment for Braidwood Station, Units 1 and 2 and Byron Station, Unit Nos. 1 and 2
  - d. Byron Station, Units 1 and 2, NRC Initial License Examination Report 05000454/2025301; 05000455/2025301
  - e. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-Issuance of Amendment Nos. 237, 237, 236, and 236 Regarding Spent Fuel Pool Criticality Analysis (EPID L-2023-LLA-0136)
  - f. Annual Assessment Letter for Byron Station, units 1 and 2 (Report 05000454/2024006 and 05000455/2024006)



# WINNEBAGO COUNTY

— ILLINOIS —

- g. Federal Register/Vol. 90, No. 51/Tuesday, March 18, 2025/Notices
2. County Clerk Gummow received from ThermoFisher Scientific a letter regarding a Public Notice-March 17, 2025 Pierce Biotechnology, Incorporated-Rockford, Illinois.
  3. County Clerk Gummow received from Shock Rock Services a Notice of Application for Permit to Manage Clean Construction or Demolition Debris (CCDD) (LPC-PA26). Description of Project: Updated ownership information for permit renewal application for the above referenced CCDD operation.
  4. County Clerk Gummow received from Theresa Grennan, Winnebago County Treasurer the following:
    - a. Collateralization Report – as of February 31, 2025
    - b. Investment Report - as of March 1, 2025
    - c. Winnebago County Treasurer Bank Balances –February, 2025



# Adjournment