



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

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

Thursday, April 24, 2025
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance**.....Board Member Paul Arena
3. **Agenda Announcements**..... Chairman Joseph Chiarelli
4. **Roll Call**.....Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings and Public Participation**
 - A. Awards – Youth Leadership Council
 - B. Presentations – None
 - C. Public Hearings – None
 - D. Public Participation – Beth Osmund, Introducing Youth Service Bureau and our services to the community, Pro
6. **Approval of Minutes**..... Chairman Joseph Chiarelli
 - A. Approval of March 27, 2025 minutes
 - B. Layover of April 10, 2025 minutes
7. **Consent Agenda**..... Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments shall lay over until the second board meeting after they are first introduced)**
9. **Reports of Standing Committees**.....Chairman Joseph Chiarelli
 - A. Finance Committee.....John Butitta, Committee Chairman
 1. Committee Report

2. Resolution Awarding Court and Case Management Software Agreement to Avenu Insights and Analytics, LLC (Avenu)
 3. Ordinance for Approval of Budget Amendment for Avenu Contract [Court and Case Management Software] to be Laid Over
 4. Resolution Authorizing Wage Increases for Non-Bargaining Unit Employees of the County of Winnebago, Illinois
 5. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Thomas Morrison versus Winnebago County
- B. Zoning Committee **Jim Webster, Committee Chairman**
 Planning and/or Zoning Requests:
1. SU-02-25 A special use permit to allow a ground-mounted solar energy system in the front yard (that is proposed at 8 feet, exceeding the maximum height of 3 feet) in the AG, Agricultural Priority District for the property that is commonly known as 17120 Laube Road, Davis, IL 61019 in Laona Township, District 2, to be laid over.
 2. Committee Report
- C. Economic Development Committee **John Sweeney, Committee Chairman**
1. Committee Report
 2. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$100,000 from the Revolving Loan Fund to Secondary Solutions Inc. (SSI)
 3. Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$50,000 from the Revolving Loan Fund to Harvey Wallbangers, LLC (Harvey)
- D. Operations and Administrative Committee **Keith McDonald, Committee Chairman**
1. Committee Report
 2. Resolution to Approve the Execution of a Renewal Agreement with Vision Service Plan (VSP) for Voluntary Vision Insurance
 3. Resolution Authorizing the Execution of an Agreement with The Standard to Provide Basic Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance
 4. Resolution Authorizing the Execution of an Agreement with The Standard for Voluntary Life Insurance
- E. Public Works Committee **Dave Tassoni, Committee Chairman**
1. Committee Report
 2. (25-023) Award of Bid for the 2025 County General Letting
 Cost: \$ 1,265,924.1 County C.B. District: County Wide
 \$ 582,203.54 Townships
 3. (25-024) Resolution Authorizing the Appropriation of Motor Fuel Tax (MFT) Funds for the Maintenance of County Highways
 Cost: \$7,171,000 C.B. District: County Wide
 4. (25-025) Resolution Authorizing the Award of Bid for the 2025 Township Sealcoat Program. (Section 25-XX000-01-GM)
 Cost: \$ 763,179.66 Townships (no cost to County) C.B. District: County Wide

5. (25-026) Resolution Authorizing the Award of Bid for Concrete Pavement Joint Sealing and Repair (Section 25-00000-01-GM)
Cost: \$ 169,937.59 C.B. District: 8, 20
6. (25-027) Resolution Proclaiming the 500 Block of East South Street in the Village of Durand, Illinois (CH 62) as the Charles H. Long Gold Star Memorial Block
Cost: N/A C.B. District: 2
7. (25-028) Resolution Proclaiming the 200 Block of East South Street in the Village of Durand, Illinois (CH 62) as the Robert S. McMahon Gold Star Memorial Block
Cost: N/A C.B. District: 2
8. (25-029) Resolution Authorizing an Agreement with the Illinois Environmental Protection Agency (IEPA) to Provide Financial Assistance Through Section 319 of the Federal Clean Water Act for Streambank Stabilization of Madigan Creek from Waterford Drive to Newburg Road (Section 25-00736-00-DR)
Cost: \$ 786,000 County C.B. District: 8, 11
\$1,179,000 EPA

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

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

10. Unfinished BusinessChairman Joseph Chiarelli

Operations and Administrative Committee

A. Ordinance Amending Section 62-3 (Nepotism) of the Winnebago County Code of Ordinances Laid Over from April 10, 2025 Meeting

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

A. Resolution to Define Host Fee Fund Expenditures (Motion to Suspend Rule 2-64 only)

12. Announcements & Communications.....Clerk Lori Gummow

A. Correspondence (see packet)

13. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, May 8, 2025

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

Approval of Minutes

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

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, March 27, 2025 at 6:00 p.m.
2. Board Member R. Thompson gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 17 Present. 3 Absent. (Board Members Arena, Booker, Butitta, Fellars, Goal, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Tassoni, R. Thompson, and Webster. (Board Members Sweeney, M. Thompson, and Valdez were absent.)

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

5. Awards - None
Presentations- None
Public Hearings - None
Public Participation - F.S Tate, Raffle Limitations, Con. Discussion by Chairman Chiarelli.

APPROVAL OF MINUTES

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

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for March 27, 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 Members Sweeney, M. Thompson, and Valdez 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)**

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Health Department Grant Award to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Hoffman. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member R. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
10. 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. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Goral. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Hanserd. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
11. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Court Technology and Accessibility Grants to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Hoffman. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Salgado. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
12. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Purchase of Ford F-250 for Facilities Department to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Booker. Motion to suspend was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member R. Thompson. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
13. Board Member Butitta made a motion to approve a Resolution Adopting Fiscal Year 2026 Budget Policy, seconded by Board Member Salgado. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)

ZONING COMMITTEE

14. Board Member Webster made a motion to approve 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., seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
15. Board Member Webster read in for the first reading of Z-2-25 A map amendment to rezone 0.64 +- acres from the RR, Rural 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.
16. Board Member Webster read in for the first reading of 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.
17. Board Member Webster read in for the first reading of an 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.

ECONOMIC DEVELOPMENT COMMITTEE

18. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

19. Board Member McDonald made a motion to approve a Resolution Awarding Purchase of Replacement Range Wall for Sheriff's Office Using CIP-PSST 2025 Funds, seconded by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
20. Board Member McDonald made a motion to approve a Resolution Awarding Purchase of Palo Alto Firewall Using CIP 2025 Funds, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
21. Board Member McDonald read in for the first reading of an Ordinance Amending Chapter 2, Article VI, Division 3 of the Winnebago County Code of Ordinances (Purchasing Ordinance) to be Laid Over. Board Member McDonald made a motion to suspend the rules, seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.) Board Member McDonald made a motion to approve the Ordinance, seconded by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)

23. Board Member McDonald made a motion to approve a Resolution Amending the County Administrator Employment Agreement Between the County of Winnebago, Illinois and Patrick J. Thompson, seconded by Board Member McCarthy. Discussion by County Administrator Thompson and Board Members Arena, Webster, and Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)

PUBLIC WORKS COMMITTEE

24. Board Member Tassoni made a motion to approve (25-013) a 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 23-007190-00-SP), seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
25. Board Member Tassoni made a motion to approve (25-014) a 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), seconded by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
26. Board Member Tassoni made a motion to approve (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), seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
27. Board Member Tassoni made a motion to approve (25-016) Resolution Authorizing the Award of a Bid for Latham Road Box Culvert Replacement (Section: 23-00723-00-BR), seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
28. Board Member Tassoni made a motion to approve (25-017) Resolution to Adopt the 5-year Road and Bridge Capital Improvement Program (CIP) for the Highway Department, seconded by Board Member Nabors. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
29. Board Member Tassoni made a motion to approve (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), seconded by Board Member Booker. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)

30. Board Member Tassoni made a motion to approve (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, seconded by Board Member R. Thompson. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
31. Board Member Tassoni made a motion to approve (25-020) Resolution Authorizing the Award of Bid for Kishwaukee Road Improvements (Section: 24-007321-00-WR), seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
32. Board Member Tassoni made a motion to approve (25-021) Resolution Authorizing the Award of Bid for S Mulford and Linden Road Resurfacing (Cherry Valley TWP, Village of Cherry Valley & Winnebago County (Section: 25-02000-00-GM), seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
33. Board Member Tassoni made a motion to approve (25-022) Resolution to Request Permission from IDOT for Intermittent Closure of Some State Highways for the Ironman 70.3 Rockford Event, seconded by Board Member Hanserd. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

34. Board Member Lindmark made a motion to approve a Resolution Authorizing the Chairman of the Winnebago County Board to Execute an Intergovernmental Cooperation Agreement for Animal Control with the Village of Machesney Park, seconded Goral. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
35. Board Member Lindmark made a motion to approve a Resolution Awarding Inmate and Detainee Healthcare Services for Winnebago County Jail and Juvenile Detention Center, seconded by Board Member Hoffman. Discussion by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)
36. Board Member Lindmark made a motion to approve a Resolution Authorizing the County Board Chairman to Amend Contract for Telecommunication Services for Inmates for the Winnebago County Jail, seconded by Board Member Goral. Discussion by Board Member Lindmark. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)

LEGISLATIVE AND LOBBYING COMMITTEE

37. No Report.

UNFINISHED BUSINESS

38. Appointments read in on February 27, 2025

Chairman Chiarelli entertained a motion to approve Agenda Items A. & B (as listed below.)

Board Member Lindmark made a motion to approve Agenda Item A., seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Members Sweeney, M. Thompson, and Valdez were absent.)

Board Member Salgado made a motion to approve Agenda Item B., seconded by Board Member Lindmark. Motion was approved by a voice vote. Board Member McDonald abstained. (Board Members Sweeney, M. Thompson, and Valdez were absent.)

A. North Park public Water District, Annual Compensation: Not to exceed \$1,200 per year

1. Don Shoevin (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

NEW BUSINESS

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

Board Member Butitta introduced a new Resolution regarding host fees funds.

Board Member Webster, Chairman Chiarelli, and Chief Operations Officer Dornbush discussed the current Winnebago County Raffle application. Discussion by Board Members Salgado, McCarthy, McDonald, and Fellars.

ANNOUNCEMENTS & COMMUNICATION

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

- A. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-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)
 - g. Federal Register/Vol. 90, No. 51/Tuesday, March 18, 2025/Notices
- B. County Clerk Gummow received from ThermoFisher Scientific a letter regarding a Public Notice-March 17, 2025 Pierce Biotechnology, Incorporated-Rockford, Illinois.
- C. 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.
- D. 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

County Clerk Gummow reminded all April 1st is election day for the consolidated election.

ADJOURNMENT

41. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member R. Thompson. Motion was approved by a voice vote. (Board Members Sweeney, M. Thompson, and Valdez were absent.) The meeting was adjourned at 6:36 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
APRIL 10, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 10, 2025 at 6:00 p.m.
2. Board Member Webster gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 19 Present. 1 Absent. (Board Members Arena, Booker, Butitta, Fellars, Goal, Hanserd, Hoffman, Lindmark, McCarthy, McDonald, Nabors, Penney, Salgado, Scrol, Sweeney, Tassoni, M. Thompson, Valdez, and Webster. (Board Member R. Thompson was absent.)

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

Board Member R. Thompson joined remotely at 6:02 p.m.

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

5. Awards - None
- Presentations- JDC Audit, Debbie Jarvis, Director of Court Services
- Public Hearings - None
- Public Participation - Joan Lodge, Rosecrance funded programs overview and impact, Pro
Nancy Edwardsen, Litter cleanup by inmates, 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 March 13, 2025 and layover County Board Minutes of March 27, 2025, seconded by Board Member Valdez. Motion was approved by a unanimous vote of all members present.

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for April 10, 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 Penney. Motion was approved by a unanimous vote of all members present. (Board Members

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 read in for the first reading of an Ordinance for a Budget Amendment for State's Attorney VOCA Grant Renewal to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Lindmark. Motion to suspend was approved by a unanimous of all members present. Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Lindmark. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present.

ZONING COMMITTEE

10. See Unfinished Business.

ECONOMIC DEVELOPMENT COMMITTEE

11. Board Member Sweeney made a motion to approve a Resolution Granting Authority to the Winnebago County Board Chairman to Execute the Documents Necessary to Complete a Loan for \$50,000 from the Revolving Loan Fund to Legend Home Health Care Professionals, LLC (Legend), seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present.

Board Member Sweeney announced an upcoming Economic Development Committee meeting scheduled for Monday, April 14, 2025.

OPERATIONS & ADMINISTRATIVE COMMITTEE

12. Board Member McDonald made a motion to approve a Resolution Awarding Landscaping and Grounds Maintenance Services, seconded by Board Member Hanserd. Motion was approved by unanimous vote of all members present.
13. Board Member McDonald read in for the first reading of an Ordinance Amending Section 62-3 (Nepotism) of The Winnebago County Code of Ordinances to be Laid Over.

PUBLIC WORKS COMMITTEE

14. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

15. No Report.

LEGISLATIVE AND LOBBYING COMMITTEE

16. No Report.

UNFINISHED BUSINESS

17. Zoning Committee

1. Board Member Webster made a motion to approve 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, Laid Over from March 27, 2025 Meeting, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present.
2. Board Member Webster made a motion to approve 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, Laid Over from March 27, 2025 Meeting, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present.
3. Board Member Webster made a motion to approve an 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, Laid Over from March 27, 2025 Meeting, seconded by Board Member McCarthy. Discussion by Board Members Webster, Tassoni, and Arena. Motion was approved by a unanimous vote of all members present.

Board Member Webster announced the Zoning Board of Appeals will meet Tuesday, May 13, 2025 and the Zoning Committee will meet Wednesday, April 23, 2025.

NEW BUSINESS

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

ANNOUNCEMENTS & COMMUNICATION

19. 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. Braidwood Station, Units 1 and 2, and Byron Station, Units Nos. 1 and 2-Audit Summary for License Amendment Request Regarding Revision of Technical Specifications 3.7.15, "Spent Fuel Pool Boron Concentration, "3.7.16, "Spent Fuel Assembly Storage, and 4.3.1 "Fuel Storage, Criticality" (EPID L-2023-LLA-0136)
- b. Braidwood Station, Units 1 and 2, and Byron Station, Units 1 and 2-Request for Withholding Information from Public Disclosure (EPID L-2024-LLR-0066)
- c. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-Issuance of Amendment Nos. 238, 238, 237, and 237 Regarding Removal of Technical Specifications Analytical Method 5.6.b.5 (EPID L-2024-LLA-0055)
- d. Braidwood Station, Units 1 and 2; and Byron Station, Unit Nos. 1 and 2-Issuance of Alternative Requests 14R-19 and 14R-26 Associated with the Fourth Inservice Testing Intervals (EPID L-2024-LLR-0066)
- e. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-Correction to Safety Evaluation Issued for Amendment Nos. 237, 237, 236, and 236 Regarding Spent Fuel Pool Criticality Analysis (EPID L-2023-LLA-0136)

B. County Clerk Gummow received from the Illinois Environmental Protection Agency a Revised Public Notice of Class 2 Permit Modification Approval:

1418210001-Ogle County
BFI-Davis Junction Landfill-Phase 1
ILD980700751
Log No. B-142R2-M-R(Reissued)
RCRA Permit-24A

ADJOURNMENT

20. Chairman Chiarelli entertained a motion to adjourn. County Board Member Sweeney moved to adjourn the meeting, seconded by Board Member M. Thompson. Motion was approved by a voice vote. The meeting was adjourned at 6:36 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
31286	1	FOUNDATION FOR EDUCATIONAL EXCELLENCE	5/16/2025-5/16/2025	\$800.00
31288	1	OLSON PARK PTA	5/16/2025-5/16/2025	\$600.00
31289	1	ST. EDWARD CHURCH	5/10/2025-7/27/2025	\$7,000.00
31290	1	SINNISSIPPI QUILTERS INC.	6/01/2025-5/03/2026	\$6,000.00
31291	1	SS PETER AND PAUL ROMAN CATHOLIC CHURCH	4/25/2025-6/29/2025	\$12,000.00

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

The Following Have Requested a Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

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

LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
31287	1	ROSCOE VFW POST 2955	4/26/2025-4/25/2026	\$264.00

This concludes my report,

Deputy Clerk KRYSTAL SOTO

LORI GUMMOW
Winnebago County Clerk

Date 24-Apr-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	\$	394,520
101	PUBLIC SAFETY TAX	\$	92,406
103	DOCUMENT STORAGE FUND	\$	9,129
105	VITAL RECORDS FEE FUND	\$	1,907
107	COURT AUTOMATION FUND	\$	496
111	CHILDREN'S WAITING ROOM FUND	\$	65
114	911 OPERATIONS FUND	\$	14,212
115	PROBATION SERVICE FUND	\$	21,302
116	HOST FEE FUND	\$	11,811
120	DEFERRED PROSECUTION PROGRAM	\$	9,603
122	FEDERAL FORFEITURE ST ATTY	\$	400
123	STATE DRUG FORFEITURE ST ATTY	\$	1,739
126	LAW LIBRARY	\$	3,132
129	COUNTY AUTOMATION FUND	\$	588,800
131	DETENTION HOME	\$	68,852
141	WINGIS GEOR INFO SYSTEM (CO SHARE)	\$	31,578
155	MEMORIAL HALL	\$	1,074
156	CIRCUIT CLERK ELECTRONIC CITATION	\$	13,146
158	CHILD ADVOCACY PROJECT	\$	1,311
161	COUNTY HIGHWAY	\$	41,932
162	COUNTY BRIDGE FUND	\$	646
163	FEDERAL AID MATCHING FUND	\$	8,307
164	MOTOR FUEL TAX FUND	\$	82,129
165	TOWNSHIP HIGHWAY FUND	\$	11,055
181	VETERANS ASSISTANCE FUND	\$	21,369
185	HEALTH INSURANCE	\$	31,433
194	TORT JUDGMENT & LIABILITY	\$	13,431
196	MENTAL HEALTH TAX FUND	\$	1,071,976
218	BAXTER RD. TIF FUND	\$	694
301	HEALTH GRANTS	\$	104,807
302	SHERIFF'S DEPT GRANTS	\$	97,064
303	STATE'S ATTORNEY GRANT	\$	3,999
304	PROBATION GRANTS	\$	84,817
309	CIRCUIT COURT GRANT FUND	\$	17,493
314	CJCC GRANTS FUND	\$	9,823
315	OPIOID SETTLEMENT FUND	\$	40
401	RIVER BLUFF NURSING HOME	\$	400,354
410	ANIMAL SERVICES	\$	27,687
420	555 N COURT OPERATIONS FUND	\$	1,667
430	WATER FUND	\$	3,376
501	INTERNAL SERVICES	\$	1,481
743	CAPITAL PROJECTS FUND	\$	568,947
	TOTAL THIS REPORT	\$	3,870,010

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 24th day of April 2025 at the City of Rockford, Winnebago County, Illinois.

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

ATTEST:

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

Appointments

Reports of Standing Committees

FINANCE COMMITTEE



Resolution Executive Summary

Prepared By: Tom Lawson, Deputy Circuit Clerk

Committee: Finance

Committee Date: April 17, 2025

Resolution Title: Resolution Awarding Court and Case Management Software Agreement to Avenu Insights & Analytics, LLC (Avenu)

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: April 24, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: General Fund Fund balance and \$300,000 transfer from Court Automation Fee Fund	
ORG/OBJ/Project Code: 82400-43167	
FY2025 Budget Impact: \$1,562,000	

Background Information: The County is in need of a Court Case Management System upgrade. The Circuit Clerk team as well as countywide departments participated in the needs analysis and development for this project. Also, see accompanying budget amendment.

Recommendation: Staff concurs

Contract/Agreement: See attached

Legal Review: Legal review conducted by the State's Attorney's Office

Follow-Up: On behalf of the County, the Winnebago County Board Chairman will execute the agreement.

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

2025 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AWARDING COURT AND CASE MANAGEMENT SOFTWARE
AGREEMENT TO AVENU INSIGHTS & ANALYTICS, LLC (AVENU)**

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 a Court Case Management System upgrade; and

WHEREAS, the Circuit Clerk team as well as countywide departments participated in the needs analysis and development for this project and

WHEREAS, the County will award the Request For Proposal, and will enter into an agreement with Avenu Insights & Analytics, LLC (Avenu) for the Court Case Management System; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposal Tab (Resolution Exhibit A) and agreement (Resolution Exhibit B) for the aforementioned purchase and recommends awarding to:

AVENU INSIGHTS & ANALYTICS, LLC
5860 TRINITY PARKWAY, SUITE 120
CENTREVILLE, VA 20120

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 Winnebago County Finance Department and Circuit Clerk.

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:

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

Master Software and Services Agreement

#AIA-C104175-20250324

This Master Software and Services Agreement ##AIA-C104175-20250324 (the “Agreement”) is entered into by and between **Avenu Insights & Analytics, LLC** a Delaware limited liability company having its principal office at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120, including if and where applicable its Affiliates (“Avenu”) and the **County of Winnebago, Illinois**, a political and corporate body, having an office at 404 Elm Street, Rockford, IL 61101 (“Customer”). Avenu and Customer may be referred to herein as each a “Party” or collectively, the “Parties”. This Agreement is effective, as of the last signature date of the Parties (the “Agreement Effective Date”). By executing an Order, accessing and/or using Avenu Solutions or Services, Customer agrees to be bound by terms and conditions set forth herein.

1. DEFINITIONS. Except as defined otherwise in the body of the Agreement, capitalized terms shall have the meanings set forth below.

- A. “Agreement” means this Master Software and Services Agreement #AIA-C104175-20250324 and, unless the context of a particular provision requires otherwise, all Orders issued hereunder, and all referenced attachments, addendums, or exhibits to the foregoing.
- B. “Affiliate” means with respect to a Party hereto, any person or entity that controls, is controlled by, or is under common control with such Party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities.
- C. “Capacity” means either the number of licenses, number of Users, number of instances, number of transactions, storage capacity, size of the system, server limitations, Port limitations, or any other capacity limitation for a Solution, as defined in an Order.
- D. “Customization(s)” means those changes to Software features and/or functionality which require modification to the underlying software code. Configurations are not Customizations.
- E. “Customer Data” means any data or other information which is provided to Avenu by Customer or Users (directly or indirectly) in connection with the Services, including data collected/stored in the Solution.
- F. “Customer Personal Data” means any Customer Data which (i) qualifies as “Personal Data” “Personal Information” “Personally Identifiable Information” or any substantially similar term under applicable privacy laws and (ii) is processed by Avenu on behalf of Customer in connection with the Solution.
- G. “Defect” means an error or malfunction with the Solution causing the Solution to not function in accordance with the Documentation, subject to the exceptions set forth in this Agreement.
- H. “Documentation” means any descriptions, instructions or other materials provided or made available by Avenu which describe the specifications, operation, functionality of the Software.
- I. “Fees” means, as set forth in the Order(s), the amount(s) to be paid by Customer for Solutions or Services provided by Avenu under this Agreement.
- J. “Intellectual Property Rights” means all worldwide intellectual property rights including, without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered
- K. “Licensed Solution” means the on-premise Software application for which Customer has purchased a Term License, as identified in an Order.
- L. “Order” means an ordering document (e.g. statement of work, purchase or sales order) for Solutions and/or Services that (i) properly incorporates this Agreement as controlling and (i) is dually executed by authorized representatives of both Customer and Avenu. Each Order shall be deemed incorporated herein by reference as though fully set forth in this Agreement.
- M. “Personal Data” means any Customer Data which qualifies as “Personal Information” or “Personally Identifiable Information” or any substantially similar term under applicable privacy laws.

- N. "Professional Services" means the implementation, advisory, consulting, training, managed, development, administration, or other types of professional services ordered by the Customer pursuant to an Order.
- O. "Services" means any Solutions and/or Professional Services provided pursuant to the Order(s) hereunder.
- P. "Software" means the object code version of Avenu's proprietary software programs or application including any ancillary data files, modules, libraries, other components, and copies of any of the foregoing or portions thereof. Software includes Updates thereto and related Documentation.
- Q. "SaaS Solution" means the Avenu hosted "software as a service" solution to which Customer is subscribing. A Solution consists of the Application(s) (including ordered modules, functions, and features), related Support, the underlying network of servers, storage, and computing resources which are used to host and deliver the Solution, including, when applicable, Third Party Items. Professional Services are separately priced.
- R. "Solution(s)" means the SaaS Solutions and/or Licensed Solutions for which Customer is purchasing an access right or a Term License (as applicable) pursuant to this Agreement and the corresponding Order.
- S. "Subscription Term" means the limited term according to which SaaS Solutions or Term Licenses are purchased on a non-perpetual basis, as described in the Order
- T. "Support" means the maintenance and support services Avenu provides for a Solution during the Subscription Term, as set forth in an Order.
- U. "Term License" means the limited license granted by Avenu allowing Customer to use the Licensed Solution for the Subscription Term.
- V. "Third Party Items" means the object code versions of the third-party software, third-party data files or fields, and other third-party items provided by Avenu pursuant to an Order.
- W. "Updates" means all upgrades, enhancements, improvements, and other Software changes which Avenu customarily makes available to its customers. Updates may include bug fixes, patches, and/or new functionality and features. Customizations are not Updates.
- X. "User" means a Customer's employee, agent, independent contractor, or representative who is authorized by Customer to use the Solution (subject to the terms of this Agreement).

2. Access Rights and Usage Restrictions

- A. **Avenu Solutions.** Subject to the terms of this Agreement, Solutions shall be purchased through a bi-laterally executed Order and provided to the Customer as either web-based access to software as a service ("SaaS Solution") or pursuant to a license to use the Software in Customer's self-hosted environment ("Licensed Solution"). Avenu reserves the right to update, enhance, or otherwise change the Solutions from time to time and may do so without Customer's consent or agreement. Solutions are limited in accordance with Avenu's licensing and access models as set out in this Agreement, as may be updated from time to time in Avenu's sole discretion. Acceptance of the Solutions is neither contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by Avenu with respect to future functionality or features.
- B. **SaaS Solution.** Subject to payment of all required fees, Customer may, during the Subscription Term, access and use the purchased SaaS Solution solely for its internal business operation and purposes subject to the provisions of this Agreement, the Documentation, and any scope of use restrictions and Solution descriptions set forth in the applicable Order. Customer is responsible for use of the SaaS Solution by its Users and their full compliance with this Agreement. Customer shall keep confidential its user IDs and passwords and remain responsible for all actions taken through its accounts.
 - i. Access. Customer is responsible for all activities conducted by it or through the accounts

of its Users. Without limiting termination or other rights, Avenu reserves the right, in its sole but reasonable discretion, to suspend Customer's access to the SaaS Solution (and related Services) in whole or in part (i) for Customer's breach of usage restrictions and/or identified Capacity limitations; (ii) to prevent harm to other customers or third parties; or (iii) or to preserve the security, availability, or integrity of the SaaS Solution(s). When practicable, Avenu will use reasonable efforts to provide Customer with advance notice of such suspension. In the event of a suspension pursuant to this paragraph, unless the impacted Orders have been subsequently terminated pursuant to the terms of this Agreement, Avenu will cooperate to restore Customer's access to the SaaS Solution promptly after Avenu has verified that Customer has resolved the issue causing suspension. Avenu reserves the right to impose an additional charge to reinstate access to the SaaS Solution following suspension.

- ii. Updates. Acceptance of the SaaS Solution is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by Avenu with respect to future functionality or features. Customer acknowledges that Avenu may, in its sole discretion, make changes to the SaaS Solution as deemed necessary or useful to: (i) maintain or enhance: the quality or delivery of Avenu's products or services to its customers or the competitive strength of, or market for, Avenu's products or service; or (ii) to comply with applicable law, statutes or requirements. Avenu reserves the right to deploy Updates and/or make changes to the SaaS Solution at any time.

C. Term Licenses. Subject to payment of all required fees, Avenu grants to Customer, a non-exclusive non-transferable license to use the Licensed Solution during the Subscription Term. The Term License granted is solely for Customer's use in accordance with this Agreement, the Documentation, and the corresponding Order. Except as expressly provided elsewhere in this Agreement, no sublicensing of use or access is permitted for any Solutions. The preceding sentence notwithstanding, and except as otherwise agreed between the Parties, Customer may distribute or deploy (but not sub-license) the Licensed Solution(s) to its Affiliates for use solely by the maximum number of licensed quantities set forth in the Order.

- i. Updates. Avenu will provide Updates to Licensed Solutions in such form and with accompanying instructions sufficient to enable Customer to install it without the assistance of Avenu. Customer shall be solely responsible for installation of Updates upon notification from Avenu. Updates or modify portions of the Software not included as part of Customer's Licensed Solution. Availability of and access to Updates shall not be construed to entitle Customer to new options or features that are sold separately and that are not direct additions to the Licensed Solution to which Customer has a Term License.

D. Third Party Items. Customer shall only use the Third-Party Items provided for use of the Services as part of the Solution or in association with Customer's use of the Services. Customer acknowledges that Third Party Items may be governed by third party terms and conditions ("Third Party Agreement"). If a Third-Party Agreement is required, Avenu will either: (1) include it as part of an Order; (2) indicate that the Third-Party Agreement is required and have the Customer obtain the Third-Party Agreement from the provider of the Third-Party Item; or (3) provide the Third-Party Agreement separately in a different manner. If the Third-Party Agreement conflicts with any provision of this Agreement, the Third-Party Agreement will prevail as it relates to the Third-Party Items. If a supplier suspends or terminates Avenu's ability to provide the Third-Party Item, Avenu will use reasonable efforts to provide a replacement for

that Third Party Item. If Avenu notifies Customer that a Third-Party Item can no longer be used, Customer will cease using the Third-Party Item in accordance with Avenu's notification.

- E. Use Restrictions.** Customer shall not (and shall not permit any third party to): (i) use the Solution to develop a similar or competing product or service; (ii) reverse engineer, decompile, disassemble, modify, or otherwise seek to obtain the source code or non-public Application Programming Interfaces ("APIs") to the Solution, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Avenu); (iii) copy, modify or create any derivative work of the Solution; (iv) remove or obscure any proprietary or other notices contained in the Solution (including any reports or data printed from the Solution); (v) publicly disseminate performance information regarding the Solution; (vi) use the Solution to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act; (vii) disrupt their security, integrity or operation; (viii) use Avenu Technology except as permitted under this Agreement including removing or modifying any copyright or other proprietary rights notices; (ix) use the Solution to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (x) use them unlawfully or in any manner which violates any applicable law or regulation; or (xi) use them in a manner that temporarily or permanently alters, erases, removes, copies, modifies, halts or disables any Avenu or third party data, software or network. Solutions are not designed or intended for use in any situation where failure or fault could lead to death or serious bodily injury of any person or to severe physical or environmental damage ("High Risk Use"). Customer is not licensed to use the Solution or the Services in, or in conjunction with, High Risk Use.
- F. Customer Responsibilities.** Customer is responsible for: (i) providing a high speed internet connection of sufficient bandwidth for successful performance of the Solution; (ii) purchasing, installing, and managing all necessary hardware and the needed anti-virus protection software for any Customer-owned workstations.; (iii) maintaining confidentiality of the administrator and user logon identifications, passwords and account information; (iv) verifying the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired it; (v) determining whether the Services or information generated using the Services is sufficient for its purposes and (vi) ensuring that its use of the Solution and Services complies with all applicable laws and regulations;. Customer agrees to use commercially reasonable efforts to prevent unauthorized access to the Solution and shall notify Avenu immediately (and in writing) of any such unauthorized access or use. If there is unauthorized use by anyone who obtained access to the Solution through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use and will assist with any actions taken by Avenu to prevent or terminate such unauthorized use.

3. Avenu Services

- A. Availability Time for SaaS Solutions.** Availability targets for SaaS Solutions will be set forth at the Order level.
- B. Support.** Each Order will specify the Support for the Solution to be provided by Avenu during the Subscription Term. Customer reported problems which do not meet the criteria for a Defect, are not covered by Support and will require the provision of separately priced Professional Services. Avenu shall not be required to provide Support for Defects occasioned by (i) neglect or misuse of the Solution; (ii) unauthorized modifications or Customizations to the Solution, including modifications made by anyone other than Avenu or a person acting at Avenu's direction; or (iii) Customer's failure to implement prior mandatory corrections or bug fixes. Support specifically excludes (i) on-site assistance; (ii) assistance with

administrative functions; and (iii) corrections of immaterial Defects. The Customer will cooperate with Avenu in providing network access, computer time, information, personnel, and facilities as may be necessary.

- C. Professional Services.** The scope for Professional Services will be detailed at Order level and may include, but is not limited to implementation, training, integration, enhancements, development services, and support services for Customer reported problems which are not Defects. If changes to Professional Services are needed, the parties will either modify the Order in accordance with the changes provision of the Agreement or enter into a new Order. Avenu has no obligation to provide any Professional Services other than those set forth in an Order or a change order thereto. Customer will timely provide Avenu personnel with all reasonably requested information, data, materials, system access, and decisions to assist Avenu in rendering the Professional Services.

4. Fees, Invoicing and Payment.

- A. Fees.** Fees for Services shall be detailed at the Order level. Except as set forth otherwise in a particular Order, Fees are subject to 5% annual escalation. All payment obligations are non-cancelable and paid Fees are non-refundable.

B. Invoicing and Payment.

- i. Invoicing. Payment and billing schedule for Fees shall be designated at the Order level. Subscription Fees will be invoiced to the Customer on an annual basis and in accordance with the terms of the Order.
- ii. Expenses. Subject to Customer prior authorization and approval per the terms of a corresponding Order, Customer shall reimburse Avenu for travel, lodging, meal, and other reimbursable costs (collectively “Expenses”) reasonably incurred by Avenu in providing the Services. Expenses will be invoiced to the Customer in arrears. Costs will be billed in accordance with Avenu’s standard billing practices.
- iii. Payment Terms. Unless noted otherwise in a particular Order, payment terms for all Fees are due pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) (Prompt Payment Act). Fees are exclusive of applicable taxes and unless a tax exemption form is furnished to Avenu, Customer shall pay for any sales, use, or other tax, however designated (except taxes based on Avenu's net income) and as itemized on Avenu's invoices. Customer’s obligation to pay Fees, to the extent attributable to any period of time prior to the effective date of termination or expiration of any applicable Order, shall survive expiration or termination of this Agreement

1. No payments will be made to Avenu beyond those amounts appropriated and budgeted by the Customer to fund payments under this Agreement. Such funding limitations will be specified by the Customer at the Order level.
2. Payments will be made in accordance with the invoicing/fee schedules set forth in the corresponding Order (including, as applicable, completion of specific invoicing milestones and/or acceptance criteria to ensure the system meets the project requirements and functionality as intended).

- C. Invoice Dispute.** Customer shall pay the undisputed portion (s) of each invoice. If Customer disputes any portion of an invoice, Customer submit written notice to Avenu regarding the disputed amount, and provide to Avenu, if applicable documentation supporting the alleged billing error (each such notice, a “Fee Dispute Notice”). A Fee Dispute Notice must be submitted to Avenu within twenty (20) days from

the date the invoice at issue is received by the Customer. Customer waives the right to dispute any Fees not disputed within such twenty (20) day period. The Parties shall negotiate in good faith to attempt to resolve any such Fee disputes within thirty (30) days after Customer's delivery of the applicable Fee Dispute Notice.

- D. Non-Payment.** Customer's failure to timely remit payments shall be subject to the Prompt Payment Act. Failure to make timely payment of Fees shall be a material breach of the Agreement and upon reasonable notice to Customer, Avenu may suspend providing any Service for Customer's failure to timely pay any amount due that is not disputed in accordance with paragraph (c) above.
- E. Inspection Rights.** Customer will maintain relevant records to substantiate the payments made under this Agreement, and its compliance with its obligations in this Agreement. Such records will be retained during the Subscription Term and for one (1) year after the expiration or termination of this Agreement. Upon Avenu's written request issued at least thirty (30) days in advance and no more than once per calendar year, Customer will make its records available to Avenu or its designee for an inspection. The inspection will be conducted during normal business hours and will not unreasonably interfere with Customer's business. If the inspection reveals an underpayment to Avenu, any underpayment amount shall be payable pursuant to the Prompt Payment Act.

5. Term and Termination.

A. Term.

- i. Agreement Ordering Period. The ordering period under this Agreement commences on the Agreement Effective Date and will remain in effect as long as there is an active Order.
- ii. Each Order will define the term/performance period for ordered Solution/Services ("Term"). For subscription-based Services "Term" shall mean the "Subscription Term".

B. Termination for Convenience.

- i. Either party may terminate an Order for its convenience upon at least ninety (90) days prior written notice to the other Party.
- ii. In the event the Customer terminates an Order pursuant to Section 5(B)(i) above, Customer shall not be entitled to a refund of any previously paid Fees and all Fees due and earned by Avenu prior to the effective date of such termination shall remain payable in accordance with the terms of the applicable Order. Any in progress Services where the invoicing milestone has not been met as of the termination effective date (as set forth in the corresponding Order) will be billed on a time and materials basis in accordance with Avenu's then current hourly rates.

C. Termination for Breach.

- i. Default Conditions with Notice. Either Party may terminate an Order for default, in whole or in part, in the event a Party has materially breached the terms of the Order or this Agreement, and such material breach remains uncured for sixty (60) days following non-defaulting Party's written notice to the defaulting Party specifying the default condition and required remedy.
- ii. Immediate Termination. Either Party may, upon written notice to the other party, terminate this Agreement and all active Orders if the other Party (a) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing; or (b) ceases to

do business, or otherwise terminates its business operation.

D. Effect of Termination or Expiration of the Subscription Term.

- i. Immediately upon termination, cancellation, or expiration of a Subscription Term for any reason, all rights and licenses granted to Customer shall cease and terminate, and Customer shall have no right thereafter to use, and shall cease the use of, the Solutions and/or the Services, as applicable. Where applicable, Customer shall uninstall any Licensed Solutions from its systems and shall, at Avenu's sole discretion, either destroy or return the Licensed Solutions (including all copies thereof) to Avenu. Except as set out in Section 5(D)(ii) below, Customer acknowledges that following termination, cancellation, or expiration of the Subscription Term, it shall have no further access to any Customer Data and, except as provided elsewhere in this Agreement, that Avenu may delete any such data as may have been stored by Avenu at any time.
- ii. Customer acknowledges, except as specifically stated otherwise in a corresponding Order, that it will not have access to Customer Data through Avenu or the SaaS Solution following the expiration or termination of the corresponding Subscription Term, provided however, upon at least thirty (30) days written notice by Customer prior to the expiration or termination of the applicable Subscription Term, Customer may request Avenu provide assistance with exporting or transitioning Customer Data ("Transition Support"); if so requested, Transition Support will be provided to the Customer at Avenu's then prevailing professional services rates, and in accordance with the timeframes mutually agreed to by the Parties. Customer agrees Avenu shall have no obligation to retain Customer Data after the expiration or termination of the Subscription Term except as otherwise prohibited by law or set forth in this paragraph.
- iii. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to other remedies it may have under this Agreement, by law or otherwise.

E. Sunsetting Applications and Solutions. Avenu may cease providing and supporting a Solution by providing Customer with advance written notice specifying the Software sunset date. After the sunset date, Avenu will have no further obligations related to the applicable Software and will cease charging Customer for the applicable Subscription Fees.

6. Security and Data Rights

A. Data Security. Avenu will implement and maintain commercially reasonable security measures designed to meet the following objectives: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of such Customer Data; (iii) protect against unauthorized access to or use of such Customer Data; and (iv) ensure that Avenu's return or disposal of such Customer Data is performed in a manner consistent with Avenu's obligations under the Agreement and applicable data privacy laws. Avenu will not use Customer Data except to provide the Services in accordance with this Agreement. Avenu will report to Customer any confirmed security breach or unauthorized access affecting Customer Data of which Avenu becomes aware.

B. Avenu Technology. Avenu retains all Intellectual Property Rights in Avenu Technology. Avenu Technology shall remain the sole and exclusive property of Avenu and Customer is not authorized to use (and shall not permit any third party to use) Avenu Technology or any portion thereof except as expressly authorized by this Agreement. Subject to Customer's payment of all Fees due hereunder, Avenu grants Customer a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license (except as specifically permitted in this Agreement), to use those elements of the Avenu Technology embodied in the Services deliverables, if any, in Customer's ordinary course of business, solely as so embodied.

Customer shall not take any action that jeopardizes Avenu's Intellectual Property Rights in the Avenu Technology, nor assume or acquire any right in Avenu Technology except the limited-use rights specified in this Agreement. All rights not expressly granted to Customer by Avenu in this Agreement are reserved exclusively to Avenu.

- C. Customer Data Rights.** Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents to Avenu that (i) Customer will comply with all applicable laws in its use of the Solution (including, if applicable, laws governing the protection of personal data) and (ii) Customer has provided all disclosures and obtained all necessary rights, consents and permissions to collect, share and use Customer Data as contemplated in this Agreement (including granting Avenu the rights herein) without violation or infringement of (a) any third party intellectual property, publicity, privacy or other rights, (b) any laws, or (c) any terms of service, privacy policies or other agreement governing Customer accounts with third-parties. To the extent Customer Data includes Personal Data of a third party, Customer represents and warrants that it has obtained that data pursuant to applicable data protection laws and has obtained all necessary authorizations and consents with respect to such information.
- D. License to Use Customer Data.** Customer is solely responsible for securing and maintaining all rights needed for Avenu to provide the Services. Subject to the confidentiality obligations set forth herein, Customer hereby grants to Avenu, throughout the term of this Agreement and after the term as necessary for Avenu to deliver any post-termination obligations to Customer, a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use Customer Data to provide the Services to Customer and, as necessary or useful to monitor and improve the Application or the Solutions. All rights, title and interest in and to Customer Data are, and shall remain, the property of Customer and/or its Users and all Intellectual Property Rights in Customer Data are and will remain the property of Customer or Users.
- E. Usage Analytics.** Avenu may generate and collect certain non-identifiable, aggregated information and/or statistics (e.i. script data, test data, search terms, login frequency, etc.) related to Customer's use of the Services and the performance of Avenu Technology (the "Usage Analytics"). Usage Analytics refers to data that is in de-identified form, stripped of Customer Data, personally identifiable information (PII), personal identifiers (PIDS), and any other data that could be used to identify Customer or the User. Customer acknowledges that Avenu may collect, process, and use Usage Analytics, in any manner, to provide and improve Services and for any other legitimate business purposes. Avenu is, and shall remain at all times, the exclusive owner of Usage Analytics.

7. Warranty.

A. Limited Warranty.

- i. General. Each Party hereto represents and warrants that it has the legal power to enter into this Agreement.
- ii. Customer Warranty. Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by the Solutions and/or the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement does not and shall not violate any Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject.
- iii. Avenu Warranty. Avenu warrants that (i) the Services will be performed in a timely, professional and workman-like manner in accordance with industry standards, and with a

degree of care, skill and expertise as is required for the provision of services of a similar nature; and (ii) Avenu will not knowingly introduce into the Solution software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm.

Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES STATED IN SECTION 7(A)(iii) ABOVE, THE SOLUTION(S) AND ALL RELATED SERVICES ARE PROVIDED “AS IS” AND CUSTOMER’S USE OF THEM IS AT ITS OWN RISK. AVENU DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, AND CUSTOMER RELEASES AND WAIVES, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. AVENU DOES NOT WARRANT THAT THE CUSTOMER’S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES AVENU WARRANT THAT IT WILL REVIEW CUSTOMER DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN CUSTOMER DATA WITHOUT LOSS. AVENU SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OF AVENU’S REASONABLE CONTROL. AVENU DOES NOT WARRANT THAT ERRORS, DEFECTS, OR INEFFICIENCIES WILL BE CORRECTED AND ASSUMES NO LIABILITY FOR FAILURE TO DO SO. AVENU MAKES NO WARRANTY, AND CUSTOMER ASSUMES THE ENTIRE RISK, AS TO THE INTEGRITY OF THE RESULTS, CAPABILITIES, SUITABILITY, USE NON-USE, OR PERFORMANCE OF THE SOLUTION. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

8. Indemnification.

A. Avenu Infringement Indemnity. Avenu shall indemnify, defend and hold harmless Customer, and its officials, both elected and appointed, and employees from and against any claim by a third party alleging that the Solution, when used as authorized under this Agreement infringes a patent or any copyright or trademark and shall indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Avenu (including reasonable attorneys’ fees) resulting from such claim. If Customer’s use of the Solution is (or in Avenu’s opinion is likely to be) enjoined, if required by settlement or if Avenu determines such actions are reasonably necessary to avoid material liability, Avenu may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Solution; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund to Customer the Fees paid by Customer for the portion of the Subscription Term that was paid by Customer but not rendered by Avenu. The foregoing indemnification obligation of Avenu shall not apply: (1) if a Solution is modified by any party other than Avenu, but solely to the extent the alleged infringement is caused by such modification; (2) if the Solution combined with products or processes not provided by Avenu, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Solution; (4) to any action arising as a result of Customer Data or any third-party deliverables or components contained within the Solution or (5) if Customer settles or makes any admissions with respect to a claim without Avenu’s prior written consent. THIS SECTION 8(A) SETS FORTH AVENU’S SOLE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

- i. **Avenu Indemnity.** Avenu shall indemnify, defend and hold harmless Customer and its officials, both elected and appointed, and employees from and against all costs, expenses,

attorneys' fees, losses, damages and liabilities incurred or suffered indirectly from or attributable to any claims made or brought against the Customer to the extent arising out of or related to negligent acts or willful omissions of Avenu's affiliates and their respective directors, officers, employees, and agents. Avenu expressly understands and agrees that any insurance protection required of Avenu, or otherwise provided by Avenu, shall in no way limit the responsibility to indemnify Customer as hereinabove provided.

- B. Customer Indemnity.** Customer shall indemnify, defend and hold harmless Avenu and its affiliates and their respective directors, officers, employees, and agents from and against any and all losses (excluding reasonable attorneys' fees) arising out of or resulting from any third-party claims brought against Avenu to the extent resulting or arising from the infringement and/or misappropriation of Intellectual Property Rights with regard to any Customer Data, or other material, data or content provided by the Customer.
- C. Conditions of Indemnity.** Each Party agrees, as conditions to the indemnity obligations set forth herein, that the indemnified Party will (i) notify the indemnifying Party promptly in writing of any third party claim for which indemnification may be sought (provided that failure to give such notice may excuse the indemnifying Party's obligations only to the extent such failure resulted in actual prejudice to the indemnifying Party); (ii) gives the indemnifying Party the option to have control over the defense and settlement of the claim, provided that the indemnifying Party will not settle any claim that imposes any monetary or injunctive obligation upon the indemnified Party without the indemnified Party's prior written approval, not to be unreasonably withheld; and (ii) provide the indemnifying Party with reasonable cooperation, at the indemnifying Party's expense, in connection with the defense and settlement of the claim.

9. Limitations of Liability.

- A. Consequential Damages Waiver.** NEITHER PARTY SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS CAUSED BY THE INTERRUPTION, TERMINATION OR DELAYED OPERATION OF THE INTERNET, THIRD-PARTY TELECOMMUNICATION SERVICES OR THIRD-PARTY SECURITY FEATURES OR SYSTEMS, EXCEPT AS REQUIRED BY LAW. EXCEPT FOR (i) CLAIMS ARISING FROM CUSTOMER'S VIOLATION OF AVENU'S INTELLECTUAL PROPERTY RIGHTS IN AVENU TECHNOLOGY OR (ii) ANY AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY IN ADVANCE, SUFFERED BY ANY PARTY OR ANY PARTY CLAIMING ON BEHALF OF OR THROUGH THE OTHER PARTY, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.
- B. Liability Cap.** EACH PARTY'S ENTIRE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT, EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE TO AVENU PURSUANT TO THE APPLICABLE ORDER DURING THE EIGHTEEN (18) MONTHS PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. FOR THE AVOIDANCE OF DOUBT, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT AFFECT CUSTOMER'S OBLIGATION TO EFFECT PAYMENT OF FEES DUE, WHICH SHALL REMAIN IN EFFECT REGARDLESS OF, AND ON TOP OF, THE LIMITATION OF LIABILITY.

- C. Limitations Fair and Reasonable.** EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

10. Confidentiality.

- A. Nondisclosure of Confidential Information.** For purposes of this Section 10, "Confidential Information" shall mean information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing Party (the "Discloser"). The Party receiving the Confidential Information is hereinafter referred to as the "Recipient". Recipients will not use Confidential Information of Discloser for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of Discloser only to the employees or agents of Recipient who have a need to know such information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- B. Exceptions.** Recipient's confidentiality obligations hereunder with respect to any of Discloser's Confidential Information do not apply for any information that (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party without any restrictions on disclosure; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to or use of Discloser's Confidential Information. In addition, it is not a breach of this section to disclose Discloser's Confidential Information to the extent that such disclosure is (i) approved in writing by Discloser, (ii) necessary for Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body or in connection with a financing or similar transaction ("Legal Procedure"), provided that Recipient notifies promptly Discloser of the required disclosure, if allowed by Legal Procedure, and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- C. Remedy.** Any unauthorized copying, transfer, or use of any Confidential Information of the other Party may cause irreparable injury to the Discloser that may not be adequately compensated by monetary damages and the Discloser shall be entitled to seek equitable relief, including injunctive relief, with bond waived, against the Recipient as a remedy for any material breach of this Section. The Discloser may in addition to equitable relief, pursue any and all legal and contractual remedies available to the Discloser.

11. GENERAL PROVISIONS

- A. Force Majeure.** Any Party hereto will be excused from performance under this Agreement for any period of time that the Party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the Party's reasonable control. Both Parties will use reasonable efforts to mitigate the effect of a force majeure event. Notwithstanding the foregoing, under no circumstance will an event of Force Majeure excuse a Party's obligations to make payments when due under this Agreement, unless such Force Majeure event results in a failure of the Federal Reserve wire system or other failure of the banking system that deprives a Party access to otherwise available funds.

- B. Waiver.** The failure of either Party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other Party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other Party.
- C. Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- D. Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Customer and Avenu shall be construed and enforced accordingly.
- E. Assignment.** Avenu may assign this Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets with the written consent of the Customer, which consent shall not be unreasonably withheld. This Agreement will inure to the benefit of and be binding upon Avenu's successors and assigns. Customer may not assign the Agreement or any of the rights or obligations under the Agreement, without the prior written consent of Avenu. Any purported assignment or transfer in violation of this paragraph will be void.
- F. Relationship of the Parties.** Avenu's personnel, whether employees, independent contractors or subcontractors, performing Services will at all times be under Avenu's exclusive direction and control and will not be deemed employees of the Customer. Avenu will be responsible for payment of its independent contractors, subcontractors and its employees' entire compensation and benefits, as applicable, including employment taxes, worker's compensation, unemployment compensation and any similar taxes associated with employment or their relationship. Customer and Avenu agree that neither Party will be an employee, agent, partner or joint venturer of or with the other. Avenu, in furnishing the Services, is acting as Customer's independent contractor. Neither Party has any authority to represent, contract, or commit the other in any matters, except as expressly authorized in this Agreement.
- G. Governing Law.** This Agreement is governed by the laws of the State of Illinois without giving effect to its conflict of law provisions. The parties further agree that the exclusive venue for any legal disputes shall be the 17th Judicial Circuit of Winnebago County, Illinois.
- H. Public Announcements.** The Parties shall cooperate to create any and all appropriate public announcements relating to the relationship set forth in this Agreement.
- I. Contractual Notices.** As it relates to administrative and contractual matters under this Agreement, the Parties hereby appoint the below-listed persons (the "Contractual Representative(s)", or their duly authorized designees, as the only persons empowered to make commitments on behalf of their respective organizations to effect changes to any portion of this Agreement, including modifying, or approving changes to the Agreement (or any Orders). Any questions regarding the authority of any person under this Agreement will be referred to Avenu's Contractual Representative for clarification. All notifications involving contractual or financial matters between the Parties under this Agreement will be addressed to the Contractual Representatives identified below and shall be sufficiently given if sent by first class certified overnight delivery mail or courier, postage prepaid or electronic mail with return receipt enabled. Notices shall be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service or through electronic mail, provided in each case that delivery in fact is affected. Either

Party may change its contact person for notices and/or address for notice by means of notice to the other Party given in accordance with this Section.

Avenu Contractual Representative	Customer Contractual Representative
Contracts@avenuinsights.com With copy to: Jim.Hulley@avenuinsights.com	Tom Klein, Winnebago County Circuit Clerk TKlein@17thcircuit.illinoiscourts.gov With copy to: J. Hanley, Winnebago County State's Attorney JHanley@sao.wincoil.gov

- J. Technical Direction.** Avenu will appoint a primary point of contact for addressing technical requirements and coordinating tasks as required at the Order level.
- K. Changes.** A Party may request a modification to this Agreement or the Services by written request to the other Party specifying the requested changes and other pertinent details. Changes shall be mutually agreed upon by the Parties will become effective via written modification or amendment executed by authorized Contractual Representatives of both Parties. If and when applicable, additional details regarding the change management process for Services will be specified at the Order level.
- L. Survival.** Any provision of this Agreement that expressly or by implication is intended to survive termination or expiration of an Order, regardless of the date, cause or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination or expiration and will continue in full force and effect.
- M. Order of Precedence.** To the extent any terms and conditions of this Subscription Agreement conflict with the terms and conditions of any document incorporated by reference into the Agreement (including any Order, exhibit, schedule or addendum thereto) the provisions in Sections 1-11 shall control, except where such exhibit, schedule, addendum, or Order expressly states the intent to supersede a specific portion of the Agreement (provided, however, that the fact that a provision appears in one of those documents but not in another shall not be deemed to be a conflict for purposes of this sentence).
- N. Entire Agreement; Counterparts.** This Agreement of the Parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the Parties previously hereto. This Agreement shall not be modified except by a writing signed by Avenu and Customer. This Agreement may be signed in any number of counterparts all of which together shall constitute one and the same document. A signed copy of this Agreement or any Order Form transmitted email or other electronic means shall constitute an originally signed Agreement or Order as applicable, and, when together with all other required signed copies of this same Agreement or Order, as applicable, shall constitute one and the same instrument.

(SIGNATURE PAGE TO FOLLOW)



Approval and Authorization

The Parties accept and agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their respective authorized representatives.

AVENU INSIGHTS & ANALYTICS, LLC

COUNTY OF WINNEBAGO, ILLINOIS

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Statement of Work #01

Winnebago County Circuit Court (“County”) and Avenu Insights and Analytics, LLC (“Avenu”) enter into this Statement of Work #01 (the “SOW” or the “Order”) as of April 30, 2025 (the “Effective Date”) under the terms and conditions of Master Software and Services Agreement No. AIA- C104175-20250324 dated April 15, 2025 (the “Agreement”). Unless specifically defined otherwise in this Order, capitalized terms used in this Order shall have the same meaning provided in the Agreement. To the extent any terms of this Order conflict with the terms of the Agreement, the terms of this Order shall prevail but solely with respect to the Services described herein.

1. Project Description

This project is focused on modernizing the Winnebago County Circuit Court and Court Services by implementing the cloud-based Avenu | Court application. The current FullCourt Enterprise system will be enhanced and upgraded to Avenu | Court, offering a modernized, user-friendly application while preserving all essential functionalities. Key features of the new system will include Courtroom Processing Improvements previously shared and part of the roadmap, and additionally Supervision Program & Manager Page Enhancements, Supervision Reports, and Judge Dashboard, and more as listed below.

Avenu will engage with the State Attorney and Public Defender's offices to deliver Avenu | Attorney, replacing the current FullCase system. The engagement ensures that both the State Attorney and Public Defender's offices maintain operational continuity while benefiting from specific functionality enhancements that support their core responsibilities. The solution will be configured according to the requirements in the Product Functionality Section, with careful attention to:

- ▶ User interface setup tailored for attorney workflows
- ▶ Role-based access permissions
- ▶ Document management capabilities
- ▶ Integration with Avenu | Court and Avenu | Portal

To further improve public access and engagement, CitePay will be retired in place of Avenu | Portal. This portal will make it easier for the community to interact with the Avenu | Court application. This initiative will promote transparency and ensure that justice is accessible to the public.

The successful deployment of these solutions will enhance the Court's operations, modernize workflows for attorneys, and offer citizens improved user experience. By transitioning to Avenu's modern cloud-based platform, Winnebago County will strengthen its commitment to providing efficient, secure, and accessible justice services.

2. Scope of Work

Per discussions with the County, the following modifications will be required as part of the project to ensure that the Avenu | Court application aligns with the specific needs and processes of the County's court system. These changes will involve an engineering effort of certain features within the Avenu | Court application to enhance functionality, improve user experience, and meet State and County requirements. These efforts identified in section 2.1 will be thoroughly documented, tested, and validated to ensure that

the system aligns with both technical and operational requirements before final deployment.

2.1 Product Functionality

Avenu has chosen the scope of features and timeline with substantial thought to delivering a successful cloud Judicial suite within the desired timeframe of Winnebago and aligned with Avenu's roadmap. Throughout the course of the defined project, Avenu will make every attempt to satisfy the needs of Winnebago, including features that may be beyond the functionality listed below. This may be through limiting scope of a particular feature to enable development to pull more in, choosing trade-offs that have higher mutual value due to changing priorities, creating efficiencies through ordering work, delivering iterative designs and wireframes prior to development, or considering applying a different type of development (simultaneous, automated).

Avenu has created a list of needs and desires for Winnebago representing additional discussed or written items that will be discussed at least quarterly throughout this process and reevaluated for priority. Further, Avenu and Winnebago's relationship will also continue past the project defined herein. During the months and years that follow, Avenu intends for Winnebago to have an influential seat on the Justice Advisory Council as be a stakeholder to the quarterly planning of Court development. As a stakeholder, Winnebago will be able to influence the quarterly plan and receive the enhancements at no additional charge. For items that are not prioritized in the quarterly planning, Winnebago has an opportunity to submit a change order for consideration at a time & materials rate.

2.1.1 Avenu | Court Modifications

2.1.1.1 Supervision Program and Resource Tracking

A new table configuration will be introduced to allow for Probation, Court Services, and Pretrial to define Programs and Resources that are not court imposed programs. This enhancement will:

- ▶ Differentiate Programs and Resources by Supervision Case/Type Subtype – Allow for separation and filtering of programs based on case type.
- ▶ Modify existing Case Program tracking - Supervision cases will be modified to accommodate tracking of Supervision Programs.
- ▶ Assign Staff - The ability to assign a program/task to an individual staff member as part of a Supervision Case.
- ▶ Events and Work queues – Supervision Events, Case Notes and Work Queues will be modified to accommodate the inclusion of the newly defined Programs to ensure workflow continuity and functionality.

2.1.1.2 Supervision Manager Page Enhancement

The Supervision Manager page will be enhanced to a dashboard, enabling end users to define and manage caseload information according to their needs. Users will be able to configure key display elements, including:

- ▶ Name Display – Control how names appear for easier identification.
- ▶ Compliance Status – Track and display the current compliance status of individuals under supervision.

- ▶ Next Reporting Date – Highlight upcoming reporting obligations.
- ▶ Custody Status – Provide visibility into custody status updates.
- ▶ Upcoming Tasks & Deadlines – Display pending tasks and critical deadlines.
- ▶ Calendared/Scheduling Information – Integrate scheduled events for better case management.
- ▶ Default Parameters – Allow users to set default values and filters relevant to their role and caseload.

This enhancement will improve decision-making for probation, court services, and pretrial supervision professionals.

2.1.1.3 Interview/Case Initiation UX/UI Enhancements

Optimize the Interview and Case Initiation processes for Probation, Court Services, and Pretrial departments to improve data collection & workflow.

2.1.1.4 Program/Class and Drug Test Scheduling

Program/class and drug test scheduling will be enhanced to support both individual and group appointments. This update will introduce:

- ▶ Comprehensive Appointment Scheduling – Support for key scheduling attributes, including date, time, duration, appointment name, type, max number of participants, location, recurrence options, and priority level.
- ▶ Recurring Program Management – Improved functionality for creating and maintaining recurring appointments.
- ▶ Participant Limits – Ability to define and enforce the maximum number of allowed participants per session.
- ▶ Enhanced Notes & Documentation – Free-form notes to capture additional appointment details for better record-keeping.

2.1.1.5 Supervision Reports (Metrics, Measurements, and Statistical Reporting)

New Supervision report(s) will be developed to track key metrics, measurements, and statistics based on the Measuring What Matters, 2nd Edition (2021) guidelines from the National Institute of Corrections. Report(s) will enable tracking:

- ▶ Release Rate
- ▶ Appearance Rate
- ▶ Public Safety Rate
- ▶ Success Rate
- ▶ Universal Screening
- ▶ Recommendation Rate
- ▶ Response to Defendant Conduct Rate
- ▶ Pretrial Intervention Rate
- ▶ Supervision Success Rate
- ▶ Concurrence Rate

2.1.1.6 Separate Supervision Party Tracking from the Court

Avenu Court will enable Probation/Court Services and Pretrial Release departments to maintain party tracking records that:

- ▶ Function independently from related court records
- ▶ Allow tracking of primary party details and status
- ▶ Support relationship mapping between the primary party and:
 - ▶ Family members
 - ▶ Other parties on supervision
- ▶ Maintain separate tracking histories for each department while allowing appropriate information sharing

2.1.1.7 Case Status Definition

The Case Status Definition feature will be enhanced to provide more flexibility in identifying case statuses. This update will include:

- ▶ Closed vs. Post-Judgment Differentiation – Clear distinctions will be available to establish cases considered “closed” and those in a “post-judgment” status.
- ▶ Configurable Status Mapping – Users can configure status definitions to align with jurisdictional requirements.
- ▶ This enhancement does not include modifications to existing reports.

2.1.1.8 Judge Dashboard

The Judge Dashboard will provide an interface, allowing judges to define and monitor key case-specific metrics. The dashboard will offer the ability to configure and display the following data:

- ▶ Age of Cases by Status – Track case progression based on status categories.
- ▶ Cases by Hearing Date – View upcoming and past hearings for efficient docket management.
- ▶ Case Clearance Rate – Monitor case disposition efficiency and overall court workload.

This enhancement will improve judicial case oversight and decision-making.

2.1.1.9 Judicial Order improvement (Draft and Proposed Order Workflow)

The Draft and Proposed Order Workflow will aid the creation, review, and finalization of judicial orders. This functionality will enable:

- ▶ Judges can draft, edit, and finalize orders.
- ▶ Court staff can prepare draft orders for judicial review and approval
- ▶ Proposed Orders submitted by Attorneys/Case Participants may be sent to a judge queue to review, modify and finalize.
- ▶ Finalized Orders will then be routed for electronic signatures and file stamped.
- ▶ File stamped copies will be made available for distribution to case participants.

2.1.2 Interfaces

2.1.2.1 Digiticket

Winnebago County currently utilizes the DigiTicket eCitation import module, which requires end users to manually import citation files and assign case types/subtypes for incidents involving multiple charges. The county has requested an enhancement to the standard process of citation import, enabling it to be automated, instead of manual. This automation feature development, including discovery, documentation, training and testing is not to exceed 50 hours and is included in the work product delivered under this SOW.

2.1.2.2 SallyPort Jail Management System

The jail integration is currently configured to interface with OTrak Jail Management system. While the County Jail is transitioning to SallyPort in May 2025, Avenu has not received specifications regarding potential changes to existing data exchanges with FullCase and FullCourt Enterprise systems. Any required modifications will be assessed once specifications are provided, at which time Avenu will deliver associated pricing and implementation timelines.

2.1.2.3 Excela (Drive "S") historical document migration

Avenu will provide services, likely through query tools, to migrate historical scanned documents from Winnebago County's "S" drive to Avenu | Court (formerly FullCourt Enterprise). Where matching cases are identified in FullCourt Enterprise, the documents will be consolidated into a single image file and attached to the corresponding case, storing them alongside existing FullCourt Enterprise documents. This effort is estimated, based on what is known, at 160 hours.

2.1.2.4 Socrata – data elements only

Avenu will support Winnebago County's need for State of Illinois Socrata reporting by enabling Avenu Court data to be aggregated into other reporting tools. Winnebago County will be responsible for the creation and submission of all required reports. This will be provided through delivering data through a modern mechanism to Winnebago's Data Lake. Additionally, we will analyze additional data fields needed to determine broad applicability for roadmap inclusion. We will also share the results of our User Defined Fields feature development analysis when concluded, which is something currently not roadmapped but something Avenu desires to include in a future release.

2.1.2.5 Avenu Attorney/Avenu Court Messaging

Avenu will support the message integration when transitioning from FullCase to Avenu Attorney and from FullCourt Enterprise to Avenu Court. Is it intended that the existing functionality's stability is improved and the integration streamlined. Avenu's messaging will be improved over the course of the project as the technologies are modernized. After the technical interface is published and agreed to by both parties, additional changes in the functionality or design identified by the County will be evaluated, priced, and scheduled based on detailed specification(s).

2.1.2.6 Avenu Portal

The Avenu Portal will provide Winnebago County citizens with electronic payment capabilities for fines/fees and Traffic School enrollment, as is seen today in CitePay, including updates to Court records. The portal will enable public searches of non-confidential records and documents, with the County maintaining responsibility for document redaction. Citizens and attorneys will be able to create registered accounts, providing access to confidential case information when they are participants. Additionally, the portal will allow electronic submission of non-filing documents such as proposed orders and proof of compliance.

2.1.2 Avenu | Attorney Modifications

Avenu will engage with the State Attorney and Public Defender to ensure a substantial improvement in a solution that supports both roles (States Attorney and Public Defenders) in the needed functionality of an Attorney module. This includes delivering targeted improvements in:

- ▶ **Document sharing** for initial and subsequent filings
- ▶ **Order preparation** with e-signature capability
- ▶ **Case tracking** including party information, demographics, staff assignments, notes, events, work queues, and due dates
- ▶ **Communication tools** for internal and external collaboration
- ▶ **Sentencing and final disposition tracking**

2.1.3 Technical Requirements

The following Cloud deployment requirements and technical strategy are dependent on following the timeline milestones that are laid out in this document in section 4.1 Schedule. Considerations, such as the tight integration with Avenu Attorney and Avenu Court, as well as complex environment characteristics have been thoughtfully considered to ensure the court's best success. Should Avenu Cloud deployment need to take place prior to the specified and outlined schedule, a separate discussion and associated contract amendment will be required.

The technical recommendations outlined below are intended as cloud guidelines. These recommendations represent a to-be-state, focusing on the ideal technical direction and infrastructure required to support the project's success once it reaches its MVP stage. They are designed to provide a solid foundation for future scalability, performance, and security while ensuring that the cloud environment can evolve effectively as the product matures. Please note, these recommendations are based on what we know about the environment's needs today and are subject to change after the discovery phase articulated in section 4.1 Schedule.

- ▶ **Overall Environment:** Our environment will be hosted in an onshore CJIS compliant public cloud (data center).
- ▶ **Availability:** Our standard offering is 365/24/7 availability with a 99.5% expected uptime and with scheduled regular maintenance periods. Additional uptime requirements beyond 99.5% will incur additional cost.
- ▶ **Access Management:** Avenu | Courtwill incorporate a cloud-based OAuth2/OIDC Identity Provider (IDP) within the product, and that solution incorporates Multi-Factor Authentication (MFA) for improved security.
- ▶ **Data Encryption:** Avenu | Court incorporates encryption at rest and in-transit standards using TLS 1.2 or higher. Additionally, it uses services like Azure Front Door and Web Application Firewall (WAF) for enhanced security and bot detection.
- ▶ **Disaster Recovery:** The Avenu | Court architecture is designed to be hosted in Microsoft Azure Cloud. Backup is regularly performed by Avenu as an included, core part of the Court cloud offering. Disaster Recovery, and Security SLA for Azure Services is available at <https://www.azure.cn/en-us/support/legal/sla/>.
- ▶ **Simplified Architecture:** Avenu|Court uses cloud-native services like Azure App Services and an open architecture with modern APIs and reduced third-party dependencies on Mulesoft, PrizmDoc, and Jackrabbit for better stability and support.
- ▶ **Third-Party Vendor Management:** The System is scanned each sprint by a third-party automated platform to identify all third-party frameworks, open-source, toolsets, and dependent

components. This results in comprehensive reporting of all component versions and known vulnerabilities. A vulnerability mitigation plan may require replacing a component or upgrading it to a more recent version.

- ▶ **Vulnerability Management:** The System undergoes comprehensive security vulnerability scanning using third-party automated platforms. The scanning process analyzes the application's source code, bytecode, and/or binaries to identify security vulnerabilities without executing the program. The platform simulates real-world attacks on running applications to uncover vulnerabilities that could be exploited during operation. This includes testing both the application and its interactions with web services. The platform also evaluates third-party libraries and dependencies to identify known vulnerabilities and licensing issues. After scanning, the platform provides detailed reports outlining identified vulnerabilities, their severity levels, and recommended remediation steps. These scans take place during each sprint cycle to ensure new vulnerabilities are detected as they arise. Third-party security systems scan production environments for vulnerabilities every 4 hours.
- ▶ Avenu's hosted solution uses end-point protection, log management, application vulnerability,
- ▶ infrastructure vulnerability, and cloud-native application protection platform (CNAPP) tools to protect all workloads across the Avenu | Courts.
- ▶ **Authorization & Password Management:** Avenu's Cloud Court offering will include two factor authentication for users of Court & Attorney with standard password modification protocols.

3. Deliverables

3.1 Product Components

This section outlines the tangible deliverables associated with the implementation of the Avenu | Court, Avenu | Attorney and Avenu | Portal applications, detailing each specific item required to ensure a successful deployment and integration. The deliverables include the setup and configuration of Avenu | Court, Avenu | Attorney, and Avenu | Portal, alongside the migration of FullCase data to Avenu | Attorney. Additionally, training programs will be provided for court personnel, attorneys, and portal users to ensure seamless adoption and effective use of the applications. Each delivery is designed to meet the unique needs of the respective users, facilitating a smooth transition and ensuring that all stakeholders are fully equipped to leverage the new application's capabilities.

3.1.1 Avenu | Court

Avenu | Court will be configured to meet the requirements outlined in the Product Functionality Section above. This will include setting up the user interface, access permissions, document management, and integration with Avenu | Court and Avenu | Portal. This deliverable will also include configuration to ensure Court staff can efficiently interact with the system in accordance with their daily needs and processes.

3.1.2 Avenu | Attorney

Avenu | Attorney will be configured to meet the requirements outlined in the Product Functionality Section above. This will include setting up the user interface, attorney-specific access permissions, document management, and integration with the Avenu | Court and Avenu | Portal systems. This delivery will also include configuration to ensure the Attorneys', and their staff, can efficiently interact with the system in accordance with their daily needs and processes.

3.1.3 Avenu | Portal

Avenu | Portal, which provides constituents with access to essential court information, case details, and

document access. This delivery will include the configuration of portal features like secure user login, case and document lookup, and electronic payment features. The portal will be integrated with Avenu | Court and Avenu | Attorney providing self service capability to constituents and attorneys.

3.1.4 FullCase Migration to Avenu | Attorney

The migration of all relevant case data, documents, and attorney records from FullCase to Avenu | Attorney. This includes data validation, ensuring that information is accurately transferred and properly formatted within Avenu | Attorney. The delivery will include the resolution of any issues identified during the migration process and a confirmation that all migrated data is accessible and usable within the new Avenu | Attorney application.

3.1.5 Avenu | Court Training

A formal training program for court personnel on how to use the Avenu | Court system effectively will be scheduled. This will include live on-site remote training sessions, and practical demonstrations on core functionalities such as case management, document tracking, scheduling, and reporting. A Q&A session will also be included to address any user-specific questions or issues. The goal of this training is to train the trainers and to help them train their teams ensuring that they are efficient and ready for the changes and updates to the Avenu | Court application.

3.1.6 Avenu | Attorney Training

Similar to the Avenu | Court Training above a structured training program aimed at educating attorneys on using the Avenu | Attorney application. This training will focus on key tasks like accessing case files, managing documents, communication with clients, and submitting case updates. The training will be customized based on the attorney's role, with emphasis on workflows and tools relevant to them.

3.1.7 Avenu | Portal Training

A dedicated training session for Court staff on how attorneys and constituents will access and use the Avenu | Portal application. The training will cover portal navigation, submitting forms and documents, checking case status, and using other portal features. Users will be provided with resources such as help guides, FAQs, and troubleshooting steps to ensure smooth adoption and ongoing use.

3.2 Documentation

To ensure the successful implementation and smooth operation of the Avenu applications, the following key documentation will be provided: A comprehensive Project Plan outlining the project's timeline, milestones, and deliverables. A User Acceptance Testing (UAT) Plan detailing the testing criteria, procedures, and success metrics for system validation. Technical Documentation covering the system architecture, integration points, and technical specifications for Avenu | Court, Avenu | Attorney, and Avenu | Portal. User Manuals will be created to guide end-users in navigating the system's features and functionalities, while Training Materials will support the training sessions for court personnel, attorneys, and portal users. System Documentation will include detailed information about the system's setup, configuration, and maintenance procedures. These documents will be delivered in digital format and updated as needed throughout the project lifecycle.

4. Project Timeline

4.1 Schedule

The project schedule outlines the timeline and key milestones for the successful completion of the Winnebago County Circuit Court and Court Services modernization initiative. This schedule provides a comprehensive overview of all critical activities, including the implementation of the Avenu | Court application, the transition to the Avenu | Attorney platform, and the launch of the Avenu | Portal. It includes cloud launch and readiness and the acceptance program that will enable smooth and iterative development processes throughout. It details the phases of the project, from initial planning and system design to development, testing, deployment, and training. The schedule ensures that all tasks are completed on time, within scope, and with careful coordination between stakeholders, project teams, and external partners, ultimately driving the project towards successful delivery.

The schedule is subject to change when, in writing, both parties agree on the change. Change can happen due to changing priorities, changes in development duration or speed of delivery. While delivery dates may shift with written mutual agreement, milestone names and any connected impact to project events, onsite meetings or payments will remain the same.

Key milestones and delivery dates for the project are as follows:

Milestone	Description	Delivery Date
<i>Project Kickoff</i>	Official start of the project, including the initial meeting with stakeholders and project team setup.	1-Apr-25
<i>Avenu Court Cloud Ready Part 1</i>	Avenu Cloud Discovery Phase Begins, assessment of integrations, outside drives, data warehouse needs, etc.	1-May - 25
<i>Phase I</i>	Phase I will begin after the official kickoff meeting is completed. It will consist of a detailed analysis for current Winnebago processes for Attorney, Court and Portal services. The result of phase I will be the prioritization of work and acceptance of early designs.	2-Jun-25
<i>Review & Acceptance Program</i>	This will establish a cycle of iteration of design, acceptance, demonstration & acceptance for Avenu Court & Avenu Attorney. This will occur throughout the entirety of the project beginning July.	1-July-25
<i>Avenu Court Cloud Ready Part 2</i>	Avenu Cloud Ready Phase 2 is an iteration to ensure performance, integration workflow testing, functional testing or any number of testing needs required (perhaps multiple) throughout the next few months to ensure successful, smooth and consistent performance.	1-Dec 25
<i>Phase II (a)</i>	Phase II (a) will be the first Avenu Attorney product review. This review will include 3 primary workflows to review through demonstration. Delivery: This will also include the first out of four pre-conversion review conversations.	1-Jan-26
<i>Phase II (b)</i>	Phase II (b) will be the second Avenu Attorney product review	2-Mar-26

Milestone	Description	Delivery Date
	through demonstration with additional workflows. Delivery: This is also the date for the second pre-conversion data review conversation.	
<i>Phase II (c)</i>	Phase II (c) will be the third Avenu Attorney product review with user interaction with the software. Delivery: This is also the month that the first data sample is delivered into the new Avenu Attorney. Multiple iterations of data samples will continue in parallel while additional product reviews continue.	1-May-26
<i>Phase II (d)</i>	Phase II (d) will be the fourth Avenu Attorney product review with user interaction. Delivery: Data samples in test environments continue, conversion will eventually go into UAT environments during this phase.	3-Aug-26
<i>Avenu Court Cloud Ready Part 3</i>	Avenu Court will be moved to the cloud at the same time Avenu Attorney goes live to maintain highly dependent integration between the two systems.	Aug-Oct 26
<i>Phase III</i>	Phase III will be Avenu Attorney, Train the Trainer and User Acceptance Testing with State Attorney and Public Defender offices. (On-site with Avenu and County Project teams)	1-Sept-26
<i>Go-No-Go Decision</i>	Go-No-Go decision will fall at the completion of the UAT by the State Attorney and Public Defender offices.	1-Oct-26
<i>End User Training</i>	End User Training on Avenu Attorney (Two weeks)	6-Oct-26
<i>Final Conversion</i>	Final Conversion will begin on the afternoon of the Thursday of the second week of the End User Training and will run through Sunday of that weekend. Normally the conversion is completed on Saturday allowing for the County to come in on Sunday to manually enter any data that is needed so that it is ready for Go-Live the following day.	23-Oct-26
<i>Avenu Attorney Go-Live</i>	County is live on Avenu Attorney application. (One week of On-site Go-Live Support)	24 Oct 26 *****
<i>Phase IV (a)</i>	Phase IV (a) will be a prioritization of the feature enhancements to Avenu Court listed above as outlined in the project plan.	2-Nov-26
<i>Phase IV (b)</i>	Phase IV (b) Avenu Court product reviews (ongoing an iterating in the sprint process established and ongoing as stated in earlier tasks).	1-Jan-27
<i>Phase V (a)</i>	Phase V (a) Avenu Portal modifications are prioritized in collaboration as outlined in the project plan above.	1-Mar-27

Milestone	Description	Delivery Date
<i>Phase IV (c)</i>	Phase IV (c) Avenu Court final product review.	3-May-27
<i>Phase VI</i>	Phase VI will be Avenu Court, Train the Trainer and User Acceptance Testing with the Court Clerks and Court Services. (On-site with Avenu and County Project teams)	1-Jun-27
<i>Go-No-Go Decision</i>	Go-No-Go decision will fall at the completion of the UAT by the Court Clerks and Court Services.	14-Jun-27
<i>End User Training</i>	End User Training on Avenu Court (One week)	21-Jun-27
<i>Avenu Court Go-Live</i>	County is live on Avenu Court application. (One week of On-site Go-Live Support)	28-Jun-27
<i>Phase V (b)</i>	Avenu Portal design & product reviews (ongoing an iterating in the sprint process established and ongoing as stated in earlier tasks).	1-July-27
<i>Phase VI (a)</i>	Avenu Portal Go-Live End User Training and Acceptance Test. (One week of On-site Go-Live Support)	1-Aug-27
<i>Phase VI (b)</i>	Avenu Portal Go-No-Go Decision	30-Aug-27
<i>Phase VI (c)</i>	Avenu Portal Go-Live	13-Sep-27
<i>Phase VII</i>	Phase VII is the transition (after a 90 day timeframe post final go-live) from the implementation team to Support and signifies project completion.	3 -Jan-28

As part of the successful execution of the Winnebago County Circuit Court, Court Services, State Attorney, and Public Defender offices modernization project, Avenu recommends a series of on-site visits to ensure seamless collaboration, address any site-specific requirements, and facilitate real-time feedback throughout the implementation process. These visits will provide an opportunity for the project team to engage directly with key stakeholders and ensure that all technical and operational needs are met. Additionally, on-site visits will allow for more effective troubleshooting, tailored training sessions, and a deeper understanding of the day-to-day operations, ultimately ensuring that the Avenu | Court, Avenu | Attorney and Avenu | Portal applications are fully aligned with the needs of the court staff, attorneys, and citizens. These visits will be scheduled at key points throughout the project timeline to maximize their impact and ensure smooth transitions during each phase of deployment.

4.2 Recommended On-Site Meetings

Activity	Occurrence/Days	Participants
<i>Initial Product Review – Avenu Attorney</i>	4 days +1-day travel	Avenu Project Manager Avenu Product Owner Avenu Implementation SME Winnebago Project Team
<i>Product Review and Pre-Conversion – Avenu Attorney</i>	As Needed	Avenu Project Manager Avenu Product Owner Avenu Implementation SME Winnebago Project Team
<i>Avenu Attorney Train the Trainer</i>	4 days + 1 day travel	Avenu Project Manager Avenu Implementation SME Winnebago Project Team
<i>End User Training on Avenu Attorney</i>	4 days + 1 day travel	Avenu Implementation SME Winnebago Project Team *** If needed ***
<i>Avenu Attorney Go-Live Support</i>	4 days + 1 day travel	Avenu Project Manager Avenu Implementation SME Winnebago Project Team
<i>Avenu Court Product Review</i>	As needed	Avenu Project Manager Avenu Implementation SME Winnebago Project Team
<i>Avenu Court Train the Trainer</i>	4 days + 1 day travel	Avenu Project Manager Avenu Implementation SME Winnebago Project Team
<i>End User Training on Avenu Court</i>	4 days + 1 day travel	Avenu Implementation SME Winnebago Project Team *** If needed ***
<i>Avenu Court Go-live Support</i>	4 days + 1 day travel	Avenu Project Manager Avenu Implementation SME Winnebago Project Team
<i>Avenu Portal Go-Live Support</i>	4 days + 1 day travel	Avenu Project Manager Avenu Implementation SME Winnebago Project Team

5. Project Management

5.1 Governance

The governance structure of the Winnebago CMS, Attorney and Portal implementation project is designed to ensure clear decision making, accountability and alignment with the project's goals and desired outcomes. The structure includes key stakeholders to oversee and manage the development, deployment, support and overall success of the project.

5.2 Key Stakeholders and Roles:

5.2.1 Executive Steering Committee

Role: Provide strategic direction and overall oversight of the project. Ensuring the project aligns with organizational goals and objectives.

Key Stakeholders:

- ▶ County Clerk – Tom Klein
- ▶ Avenu CEO – Paul Colangelo
- ▶ Avenu CPO – Sarah Ratcliffe
- ▶ Avenu CTO – Scot Crismon
- ▶ Avenu Senior VP Delivery – Scott Somerhalder

5.3 Project Sponsor

Role: Champions the project at an executive level, secures resources, and ensures alignment with business objectives.

Key Stakeholders:

- ▶ County Deputy Clerk – Tom Lawson
- ▶ Avenu VP Justice Products – Tessa Rye
- ▶ Avenu Delivery Director – Gary Bartholomew

5.4 Project Management Team

Role: Leads day-to-day project activities, coordinates resources, and manages timelines, risks, and issues.

Key Stakeholders:

- ▶ Customer Project Manager – Lisa Goodwin
- ▶ Avenu Project Manager – Steve Park
- ▶ Avenu Senior Business Analyst – Alex Quinlivan
- ▶ Avenu Product Manager – Dana Jackson
- ▶ Avenu Senior Development Manager – Rizwan Gillani

5.5 Subject Matter Experts (SMEs)

Role: Provides expertise in court processes, system functionality, and legal workflows to ensure the

software meets user needs and requirements.

Key Stakeholders:

- ▶ Circuit Court Judges
- ▶ Court Clerks
- ▶ Court Services (Pre-Trial, Probation, and Court Services)
- ▶ Attorneys (State Attorneys and Public Defenders)
- ▶ IT and Security experts

5.6 Avenu Implementation Team

Role: Responsible for delivering the software, ensuring technical quality, and implementing the solution as per agreed-upon requirements.

Key Stakeholders:

- ▶ Avenu Senior Development Manager – Rizwan Gillani
- ▶ Avenu Product Manager – Dana Jackson
- ▶ Avenu Consultant / Training – Alex Quinlivan
- ▶ Avenu Senior Support Specialist – Dollie Williams
- ▶ Avenu Customer Success Manager – Sonya Russell

5.7 IT Support and Infrastructure Team

Role: Ensures the system's infrastructure is properly maintained, secure, and scalable to support the application's performance and availability.

Key Stakeholders:

- ▶ IT Infrastructure Lead (County)
- ▶ IT Security Lead (County)
- ▶ Avenu Network Support Teams

5.8 Decision-Making Process:

- ▶ **Executive Steering Committee** will make final decisions on major project direction, changes in scope, and the allocation of resources.
- ▶ **Project Manager** will handle day-to-day project decisions, with guidance from key stakeholders.
- ▶ **SMEs and End Users** will provide input on system design, user experience, and workflows, with approval from the Project Manager.
- ▶ **Avenu Team** will ensure technical feasibility and solution's architecture and deployment.

5.9 Communication Plan

To ensure effective communication throughout the project, both within the teams and between the Avenu and Customer project groups, key members from each team will facilitate ongoing exchanges. This will include formal and informal analysis activities, project plan reviews, and various communication methods,

such as written and verbal updates, to ensure alignment and progress. A centralized communication platform will provide stakeholders with easy access to track project milestones and deliverables. The goal of this communication plan is to keep all stakeholders informed on project status, promote prompt decision-making, resolve issues quickly, and maintain transparency across the team. Clear and consistent communication will align all parties, helping drive the project to a successful conclusion. To support this objective, the following regular communication channels are recommended:

- ▶ **Quarterly Executive Meetings:** Allow executive sponsors and key leaders to review the progress and successes, and to provide guidance on the direction of the project.
- ▶ **Progress Reports:** Monthly reports should be prepared by the project managers and shared with all stakeholders and executives.
- ▶ **On-Site Iterative Meetings:** These meetings are outlined above and provide the combined project team with time to co-innovate on the requirements of the project.
- ▶ **Ad-hoc Meetings:** Whenever issues arise or decisions are needed, ad-hoc meetings should be scheduled to address risks, timeline adjustments, and ensure timely decision-making.

Meetings will primarily take place via Teams or Zoom, unless an on-site visit is scheduled with the customer. Email will be used for formal communications, while quick team collaboration can occur through instant messaging (Teams chats) or phone calls. Document sharing will be set up to facilitate the flow of information and project documentation.

Regular communication of project goals and objectives will be essential to keep all parties aligned on the project's purpose and desired outcomes. Monthly reports and progress updates should highlight completed tasks, ongoing work, and upcoming activities. Immediate communication of any identified risks, issues affecting timelines, budgets, or application quality will be crucial for prompt resolution. The Customer, with Avenu's support, should also communicate major milestones, successful deployments, and key sprint achievements to end users. This ensures the end users remain informed, engaged, and excited about project progress. If escalations are necessary, the following escalation path will be followed:



Regular evaluations of the communication process will ensure its effectiveness throughout the project lifecycle. Adhering to this communication plan will help keep everyone aligned and informed, contributing to the overall success of the project.

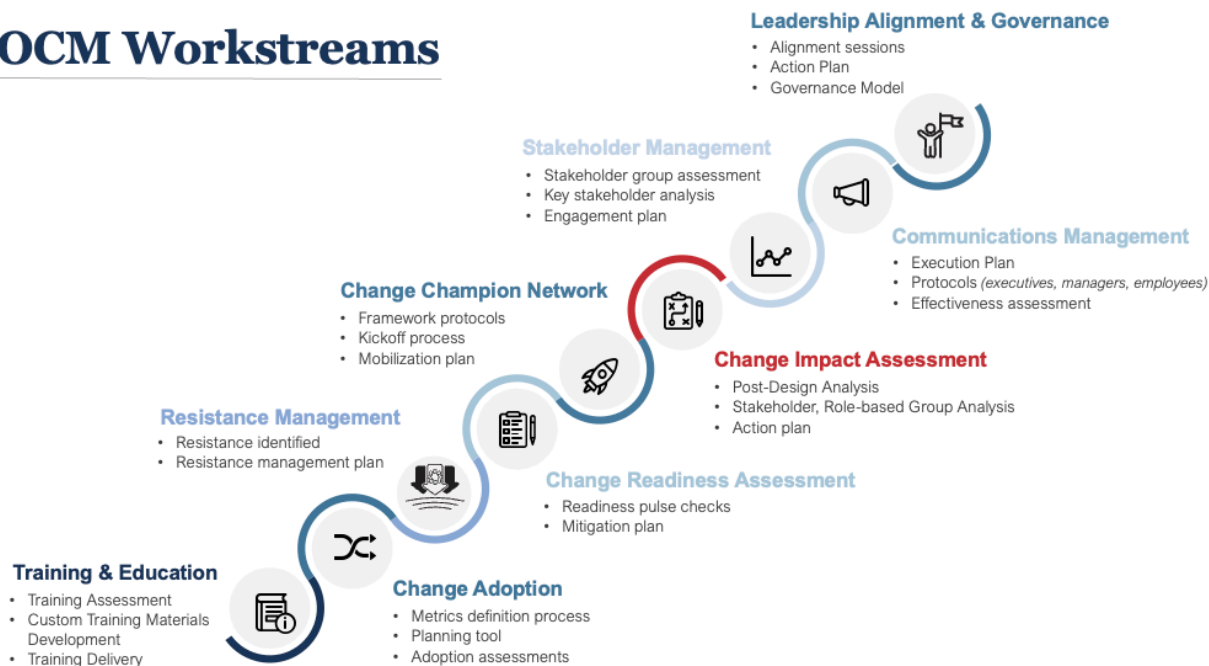
5.10 Change Management

Change management is key to a successful project, especially one as complex as this project. Avenu's Project Manager will work with the Customer's Project Manager to install a Change Control Process and initiate a change log to manage change throughout the project. The change log serves as a dynamic record of all modifications made to the previously agreed upon project requirements. The log ensures that stakeholders can easily trace changes, understand their implications, and ensure that the most current version of requirements are in use. The project managers will be responsible for maintaining the change log.

For a successful implementation of the Avenu | Court, Avenu | Attorney, and Avenu | Portal applications it will be important that the Customer communicates with staff throughout the project. Avenu will work with the Customer if desired to create an Organizational Change Management plan to help with their

communication to the end users. Avenu has fully certified OCM professional which may also be staffed to this project at Customer request via CR.
Example OCM Activity Matrix

OCM Workstreams



6. Terms and Conditions

6.1 Payment Schedule

The recurring Payment Schedule is set forth in the table below and includes licensing, maintenance and support for the Avenu | Court, Avenu | Attorney and Avenu | Portal applications:

Payment Schedule	Annual Subscription Fee
April 1, 2025 – March 30, 2026	\$600,000
April 1, 2026 – March 30, 2027	\$630,000
April 1, 2027 – March 30, 2028	\$820,000
April 1, 2028 – March 30, 2029	\$860,000
April 1, 2029 – March 30, 2030	\$900,000

Network File Storage:

Avenu | Court and Avenu | Portal share a cloud storage footprint

The base subscription for the platform is for 7 TB (terabytes) of storage

Additional file storage, management & compute will be modified and charged via Change Request.

Delivery Milestones of One-Time Fees (for Avenu | Court, Avenu | Attorney and Avenu | Portal)

	Milestone	Payment	Due at
1	Project Initiation	\$1,250,000	Kick-off

	Milestone	Payment	Due at
2	Phase II (a) Avenu Attorney First Look Demonstration (3 primary workflows)	\$325,000	Completion
3	Phase II (c) Avenu Attorney user interaction w/ data sample	\$1,050,000	Delivery
5	Avenu Court Cloud Go Live	\$1,000,000	Launch
6	Avenu Court Enhancements Go Live	\$500,000	Launch
7	Avenu Portal Go Live	\$425,000	Launch

6.2 Assumptions and Constraints

6.2.1 Assumptions

6.2.1.1 Stakeholder Involvement and Engagement:

- ▶ **Availability of Key Personnel:** The customer will ensure that all relevant personnel (e.g., IT staff, legal staff, and project managers) are available for the duration of the project, particularly during critical phases such as data configuration, conversion, and user acceptance testing (UAT).
- ▶ **Customer Responsibility for Timely Input:** Customer understands the need for timely responses to Avenu's requests for information and documentation (e.g., workflows, business rules, legal requirements) in order to avoid delays in the implementation process.
- ▶ **Active Participation in UAT:** The customer is expected to provide active participation and feedback during the UAT phase to ensure the system meets all functional requirements before going live.

6.2.1.2 Data and System Integration Assumptions:

- ▶ **Data Provision and Accessibility:** Customer will ensure that all data required for migration, including court case records, attorney information, and other legal documents, are accessible and available in the appropriate formats to facilitate data conversion and migration.
- ▶ **Data Integrity and Accuracy:** The customer assumes responsibility for ensuring that the data provided for configuration and conversion is accurate, consistent, and complete.
- ▶ **Integration with Legacy Systems:** The customer will facilitate integration with existing court or case management systems, providing access to necessary APIs, data repositories, or legacy platforms as needed.

6.2.1.3 Project Management and Communication:

- ▶ **Ongoing Project Plan Updates:** The Project Plan will be updated periodically to reflect changes in scope, timelines, or resources, and the customer will receive notifications of these updates.
- ▶ **Clear Communication Protocols:** Both parties (Avenu and the customer) will adhere to predefined communication protocols for reporting progress, managing issues, and addressing risks.
- ▶ **Regular Status Updates:** Regular meetings (e.g., weekly or bi-weekly) between Avenu and the

customer to review project status, address concerns, and ensure alignment with project goals.

6.2.1.4 Timelines and Deliverables:

- ▶ **Adherence to Milestones:** The customer will ensure that all necessary tasks, approvals, and documentation are provided in a timely manner to avoid delays in meeting key project milestones (e.g., design reviews, development completion, UAT sign-offs).
- ▶ **Dependencies on Customer Input:** Certain milestones and deliverables are contingent upon the customer's timely provision of requested information, including workflows, legal requirements, and data for conversion or testing.

6.2.1.5 Resource Allocation:

- ▶ **Dedicated Customer Team:** The customer will allocate the necessary internal resources (personnel, systems, and infrastructure) to support the implementation efforts, including the validation of system requirements, data migration, and user testing.
- ▶ **Expert Personnel Availability:** The customer will ensure the availability of subject matter experts (SMEs) in areas such as legal processes, case management workflows, and system administration to support the project.

6.2.1.6 Training and Change Management:

- ▶ **Training Program Development:** Avenu will collaborate with the customer to develop a comprehensive training program, ensuring all users are adequately trained on the Avenu | Court, Avenu | Attorney, and Avenu | Portal Applications before the system goes live.
- ▶ **End-User Support:** Customer will provide ongoing support for end-users post-implementation, ensuring that they have access to troubleshooting resources, help desks, and training materials.

6.2.1.7 Risk Management and Issue Resolution:

- ▶ **Issue Escalation:** The customer and Avenu will agree on a formal process for escalating issues or risks during the implementation, ensuring they are addressed in a timely manner.
- ▶ **Risk Mitigation:** Both parties will work together to identify, assess, and mitigate risks that could impact the project timeline, quality, or scope.

6.2.1.8 Post-Implementation Support and Maintenance:

- ▶ **Post-Go-Live Support:** Avenu will provide post-implementation support (e.g., bug fixes, patches, enhancements) for a defined period after go-live, as outlined in the support agreement.
- ▶ **Ongoing System Maintenance:** Both Avenu and the customer will agree on a maintenance plan to ensure the continued performance, security, and availability of the system after implementation.

6.2.1.9 Compliance and Legal Assumptions:

- ▶ **Regulatory Compliance:** The customer assumes responsibility for ensuring that all processes, workflows, and data configurations comply with applicable local, state, or national laws and regulations (e.g., data protection laws, court procedures).

- ▶ **Change Management and Legal Requirements:** The customer will ensure that any changes in legal requirements or regulations during the implementation process are communicated to Avenu promptly to address any necessary system updates.

6.2.1.10 Technology Assumptions:

- ▶ **System Requirements:** Both Avenu and the customer will ensure that the required technical infrastructure (hardware, software, network capabilities) is in place for the system to function as intended.
- ▶ **Browser and Device Compatibility:** The Avenu | Court, Avenu | Attorney, and Avenu | Portal Applications will be compatible with the latest web browsers and mobile devices specified by the customer.

7. Support

7.1 Customer Service Support

During the Term, Avenu will provide Customer with Support to address (i) general User questions pertaining to Application features and functionality; and (ii) Defects with the Application (collectively “Helpdesk Tickets”). Customer reported problems which do not meet the criteria for a Defect are not covered by Support and will require the provision of Professional Services. Avenu shall not be required to provide Support for Defects occasioned by (i) neglect or misuse of the Solution and/or Application; (ii) unauthorized modifications or Customizations to the Application or Solution, including modifications made by anyone other than Avenu or a person acting at Avenu’s direction; or (iii) Customer’s failure to implement prior mandatory corrections or bug fixes. Support specifically excludes (i) on-site assistance; (ii) assistance with administrative functions; and (iii) corrections of immaterial Defects. The Customer will cooperate with Avenu in providing network access, computer time, information, personnel, and facilities as may be necessary.

7.2 Intake Process

Helpdesk Tickets must be submitted to Avenu through one of the following methods:

- ▶ The Customer Support Portal (<https://avenuinsights.service-now.com/csm>)
- ▶ By telephone at 1-800-460-3987 Option 1
- ▶ By email at AvenuCourts@avenuinsights.com.

Avenu support agents will triage Helpdesk Tickets queue between the hours of 8:00 am to 5:00 pm Eastern Standard Time (EST) Monday to Friday, excluding observed statutory holidays (the “Support Hours”). During the initial intake and review process, Avenu’s support team will determine if the Helpdesk Ticket is a Defect or general user question covered under Support and if necessary, update the severity level of the Helpdesk Ticket based on the severity level definitions specified in *Table 1: Severity Level Definitions*. In the event Avenu’s support team determines a Helpdesk Ticket is not a (i) general User question; or (ii) a Defect with the Application, and therefore not covered under Support, Avenu will seek approval from the Customer prior to proceeding with any further remediation activities; if Customer approves proceeding with troubleshooting a reported issue that is not related to a Defect, Customer understands and agrees that Avenu’s time and efforts will be billed as Professional Services using Avenu’s then current rates. Further, the Customer understands that any response and resolution times set forth in this Support Addendum are

solely applicable to Defects.

7.3 Response Times

Upon Avenu’s determination that a submitted Helpdesk Ticket meets the criteria for a “Defect” and therefore covered by Support (as assessed during the intake process), Avenu will use commercially reasonable efforts to resolve/address the Helpdesk Ticket(s) in accordance with the timeframes set forth in *Table 2: Response and Resolution Times*. Avenu does not guarantee a specific resolution of any or all reported Defects and proposed resolution may consist of a fix, temporary workaround, or other responses Avenu deems reasonable. Avenu resources will be assigned to the most critical problems first.

Table 1: Severity Level Definitions

Severity Level	Definition
Severity 1 (Critical)	Reported Defect critically impacts business operations as a result of a complete loss of service. The Customer cannot make any operational use of the Application and work cannot reasonably continue.
Severity 2 (High)	Reported Defect has an adverse impact to business operations as a result of a significant loss, disruption or degradation of services. The Customer cannot make operational use of one or more critical functions of the Application.
Severity 3 (Medium)	Reported Defect has limited impact to business operations and use/ operation of the Application. The Customer is in full working mode with minor impediments or loss of service. or where the problem occurs infrequently and/or affects a limited number of Users.
Severity 4 (Low)	General User questions regarding Application features and functionality.

Table 2: Response and Resolution Times

Helpdesk Ticket Severity Level	Action Model	Initial Response Time	Resolution Time
Severity 1 (Critical)	Immediate Action until resolved or reassigned to a lower severity. Frequent contact with the customer. Progress review by Support team and senior leadership	During Support Hours within 2 business hours of intake	During Support Hours within 8 business hours of intake
Severity 2 (High)	Priority focus from the support team. Frequent contact with the customer. Progress review by support management	During Support Hours within 8 business hours of intake	During Support Hours within 24 business hours of intake
Severity 3 (Medium)	Application coordination within the support team. Status monitored internally. Address within acceptable timeframe	During Support Hours within 12 business hours of intake	During Support Hours within 48 business hours of intake
Severity 4 (Low)	Status monitored internally.	Respond within 12 business hours of intake	N/A



Approval and Authorization

IN WITNESS WHEREOF, the Parties hereto, through duly authorized officials, do execute this Order as of the signature dates set forth below.

AVENU INSIGHTS & ANALYTICS, LLC

COUNTY OF WINNEBAGO, ILLINOIS

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:



Ordinance Executive Summary

Prepared By: Finance Department

Committee: Finance

Committee Date: April 17, 2025

Resolution Title: Ordinance for Approval of Budget Amendment for Avenu Contract [Court and Case Management Software]

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: April 24, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: General Fund Fund balance and \$300,000 transfer from Court Automation Fee Fund	
ORG/OBJ/Project Code: 82400-43167	
FY2025 Budget Impact: \$1,562,000	

Background Information: The County is in need of a Court Case Management System upgrade. The Circuit Clerk team as well as countywide departments participated in the needs analysis and development for this project. The Winnebago County 17th Judicial Circuit Court and Case Management Committee, through the Winnebago County Circuit Clerk's Office, is establishing the project initiation payment, in addition to an additional maintenance payment per the proposed contract.

Recommendation: Finance Department recommends approval

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Adjust Munis Line Items.

2025 Fiscal Year

Finance: April 17, 2025

Lay Over: April 24, 2025

Sponsored by:

Final Vote: May 8, 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 Avenu Contract [Court and Case Management Software]

WHEREAS, the Winnebago County court system has historically used a software management system that has reached its end of life. A team of stakeholders was formed that represented the County court system. The team has evaluated various vendors and has determined Avenu Insights & Analytics, LLC would meet the needs for future court-case management system; 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 **#25-015 Court-Case Management System**.

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

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		4/9/2025		AMENDMENT NO: 2025-015				
DEPARTMENT:		Court & Case Management		SUBMITTED BY: Tom Lawson				
FUND#:		0752-2024 Court-Case Mgmt Proj 0107-Court Automation Fee Fund		82400 - Court & Case Mgmt DEPT. BUDGET NO. 40700 - Court Automation Fee				
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
Expenditures								
82400	43167		Software Subscription	\$0	\$0	\$0	\$1,562,000	\$1,562,000
40700	49110		Transfer to Court-Case Mgmt Fund	\$0	\$0	\$0	\$300,000	\$300,000
Revenue								
82400	39110		Transfer from Court Automation Fund	\$0	\$0	\$0	(300,000)	(\$300,000)
TOTAL ADJUSTMENT:							\$1,562,000	
Reason budget amendment is required:								
The amendment is required to establish the software subscription for the project initiation and a move to cloud storage for Avenu Court.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget:								
Revenue Source: \$300K from Automation Fund Balance, Balance from General Fund for now								



Resolution Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: April 17, 2025
Resolution Title: Resolution Authorizing Wage Increases for Non-Bargaining Unit Employees of The County of Winnebago, Illinois
County Code: Not Applicable
Board Meeting Date: April 24, 2025

Budget Information:

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

Background Information: The Administration for the County of Winnebago, Illinois (County), has determined that wage increases for County non-bargaining unit employees is appropriate. It is recommended that the Finance Committee and County Board accept and approve the across the board increases for non-bargaining unit employees of the County of Winnebago, Illinois equal to the annual increase in CPI-U for the year ending May 2025 not to exceed 3.5% effective on January 1, 2026.

Recommendation: Staff concurs.

Contract/Agreement: N/A

Legal Review: Yes.

Follow-Up: N/A

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

2025 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING WAGE INCREASES FOR NON-BARGAINING UNIT
EMPLOYEES OF THE COUNTY OF WINNEBAGO, ILLINOIS**

WHEREAS, the Administration for the County of Winnebago, Illinois (County), has determined that wage increases for County non-bargaining unit employees is appropriate; and

WHEREAS, the Finance Committee of the County Board of Winnebago County, Illinois recommends the full County Board accept and approve across the board wage increases for County non-bargaining unit employees equal to the annual increase in CPI-U for the year ending May 2025 not to exceed 3.5% effective on January 1, 2026; and

WHEREAS, the Finance Committee and County Board values providing consistent wage increases for represented and non-represented employees.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois does hereby approve the across the board increases for non-bargaining unit employees of the County of Winnebago, Illinois equal to the annual increase in CPI-U for the year ending May 2025 not to exceed 3.5% effective on January 1, 2026.

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 Winnebago County Finance Department and Director of Human Resources.

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:

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



Resolution Executive Summary

Prepared By: Tanya Harris

Committee: Finance Committee

Committee Date: April 17, 2025

Resolution Title: Resolution authorizing settlement of a claim against the County of Winnebago entitled Thomas Morrison versus Winnebago County

Board Meeting Date: April 24, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$51,856.90
If not, explain funding source:	Budget Impact: \$51,856.90
ORG/OBJ/Project Code: 49400-43535	Tort Judgement Fund/Worker's Comp Claims

Background Information: Settlement for Thomas Morrison in the amount of \$51,856.90.

Recommendation: The Finance Committee, chaired by John Butitta, has reviewed the settlements presented to the Board. The Board is asked to approve this settlement in favor of the Committee's recommendations at its April 24, 2025 meeting.

Contract/Agreement:

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

Follow-Up: N/A

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

Sponsored by: John Butitta
Submitted by: Finance Committee

2025 CR

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM
AGAINST THE COUNTY OF WINNEBAGO ENTITLED
THOMAS MORRISON VERSUS WINNEBAGO COUNTY**

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

WHEREAS, the Plaintiff has offered to settle the above claims against the County of Winnebago for consideration payable in the amount of \$51,856.90 for the settlement funding for his Workers Compensation case; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claim entitled Thomas Morrison versus County of Winnebago for injuries allegedly sustained by Thomas Morrison while in the employment of the Sheriff's Department by payment of the amount of \$51,856.90 for the settlement for permanent disability for a Workers Compensation case.

BE IT FURTHER RESOLVED, that this Resolution for Thomas Morrison in the amount of \$51,856.90 shall be in full force and effect immediately upon its adoption.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

ATTESTED BY:

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

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

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
April 24, 2025

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

PLANNING AND/OR ZONING REQUESTS:

TO BE LAID OVER:

1. SU-02-25 A SPECIAL USE PERMIT TO ALLOW A GROUND-MOUNTED SOLAR ENERGY SYSTEM IN THE FRONT YARD (that is proposed at 8 feet, exceeding the maximum height of 3 feet) IN THE AG, AGRICULTURAL PRIORITY DISTRICT requested by Justin Lindemann, Property Owner, and represented by Teague Dickey, Owner of Iconic Energy, for the property that is commonly known as 17120 Laube Road, Davis, IL 61019 in Laona Township.
PIN: 01-29-300-015 C.B. District: 2
Lesa Rating: N/A Consistent W/2030 LRMP – Future Map: N/A
ZBA RECOMMENDATION: *APPROVAL w/CONDITIONS (7-0)*
ZC RECOMMENDATION: *TBD*

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

- Chairman, Brian Erickson, hereby announces that a *Zoning Board of Appeals (ZBA)* meeting is *tentatively* scheduled for **Tuesday, May 13, 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, May 21, 2025**, at 5:30 p.m. in Room 303 of the County Administration Building.

ECONOMIC DEVELOPMENT COMMITTEE



Resolution Executive Summary

Committee Date: Monday, April 14, 2025

Committee: Economic Development

Prepared By: Chris Dornbush

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

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

Board Meeting Date: Thursday, April 24, 2025

Budget Information:

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

Background Information:

Secondary Solutions Inc. (SSI) is a manufacturing business that was founded in 2007. SSI is owned by Robert Demo, President (51%), Chris Sloncen, Treasurer (33.33%) and David Demo, Secretary (15.67%) who cumulatively have over 60 years of experience and are active in the day-to-day operations of the business. They offer precision CNC machining, sorting, packaging and assembly, and they also provide sales and distribution services for a variety of manufacturers to help supply them with machine tools and other elements needed. They are requesting \$100,000 at 8% interest rate for 5 years from the Winnebago County Revolving Loan Fund to assist with the purchase of the building located at 3610 Mansfield Street, Rockford and for the installation of a loading dock. The County's investment makes up just over 16% of the entire project and helps create 6 additional jobs, which is approximately \$16,666.67 per Full-Time Equivalent (FTE) position. Participation in this project supports a veteran and minority owned business.

Recommendation:

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

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

RLDC & staff normally update the entire Board on a regular basis.

County Board Office

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

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2025 CR _____

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY BOARD
CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO COMPLETE A
LOAN FOR \$100,000 FROM THE REVOLVING LOAN FUND TO SECONDARY
SOLUTIONS INC. (SSI)**

WHEREAS, Robert Demo, President (51%), Chris Sloncen, Treasurer (33.33%) and David Demo, Secretary (15.67%) are the owners of Secondary Solutions Inc. (SSI), a manufacturing company founded in 2007; and

WHEREAS, the three (3) active SSI owners have over sixty (60) years of industry experience and are needing to expand their facility to accommodate their growing business operations; and

WHEREAS, SSI offers precision CNC machining, sorting, packaging and assembly, and they also provide sales and distribution services for a variety of manufacturers to help supply them with machine tools and other elements needed; and

WHEREAS, SSI is requesting one hundred thousand dollars (\$100,000.00) from the County's Revolving Loan Fund to assist with the purchase and installation of a loading dock at the new property located at 3610 Mansfield Street, Rockford, Illinois; and

WHEREAS, it is expected that this loan will assist in the creation of six (6) additional full-time equivalent employees over the next two (2) years, contribute to job creation in a Labor Surplus Area, supports a veteran and minority owned business, benefits a small manufacturer, and a business in a Low- and Moderate- Income (LMI) area, and a New Market Tax Credit (NMTC) area; and

WHEREAS, SSI is seeking a loan to assist with the operating capital, as recommended by the staff of Rockford Local Development Corporation (RLDC), one hundred thousand dollars (\$100,000.00), amortized at eight percent (8%) for five (5) years from the County of Winnebago's Revolving Loan Fund to SSI, secured by the County having a mortgage on 3610 Mansfield Street, Rockford, Illinois, subordinate to Illinois Bank & Trust and Small Business Administration (SBA). The County will also have a second lien on all general business assets, subordinate to Illinois Bank & Trust. Additionally, personal guarantees from Robert Demo, David Demo, and Christopher Sloncen as they will be co-borrowers of the note and a corporate guarantee from Precise Automation Inc.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and approved by the Winnebago County State's Attorney's Office for the loan of one hundred thousand dollars (\$100,000.00), amortized at eight percent (8%) for five (5) years from the County of Winnebago's Revolving Loan Fund to Secondary Solutions Inc. (SSI), secured by the County having a mortgage on 3610 Mansfield Street, Rockford, Illinois subordinate to Illinois Bank & Trust and Small Business Administration (SBA). The County will also have a second lien on all general business assets, subordinate to Illinois Bank & Trust. Additionally, personal guarantees from Robert Demo, David Demo, and Christopher Sloncen as they will be co-borrowers of the note and a corporate guarantee from Precise Automation Inc.

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

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIR

JOHN SWEENEY, CHAIR

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

RAY THOMPSON

RAY THOMPSON

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

ATTESTED BY:

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

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

Revolving Loan Fund
Loan Summary for:
 Secondary Solutions Inc. (SSI)

<u>Applicant:</u>	<u>P.I.N.:</u> 15-11-127-011	
Secondary Solutions Inc. (SSI)	<u>Principal / Officer (%):</u>	Roberto Demo, President (51%) Chris Sloncen, Treasurer (33.33%) David Demo, Secretary (15.67%)
<u>Location Address:</u>	<u>Website:</u>	https://ssi-co.com/
3610 Mansfield Street	<u>County Board District #:</u>	18
Rockford, IL 61109	<u>County Board Member:</u>	Valerie Hanserd
<u>Jurisdiction:</u> Rockford		
<u>Type of Business:</u>	<input type="checkbox"/> New (Start-up)	<input checked="" type="checkbox"/> Expansion (Existing)
<u>Industry:</u> Manufacturing		

<u>Requested County Revolving Loan Fund:</u>					<u>Employees:</u> Current Projected		
Investment(s)				Percentage			
County:	\$ 100,000.00	8.00%	interest	16.13%	<i>Full-Time Equivalent (FTE):</i>	24	6
		5	years				
Owner's:	\$ 52,000.00			8.39%			
RLDC	\$ -			0.00%	<i>Part Time:</i>	0	<i>Within the first 2 years of business operating, from the opening.</i>
Illinois Bank & Trust	\$ 260,000.00	7.00%		41.94%			
SBA	\$ 208,000.00	6.00%	<i>est.</i>	33.55%			
Total Financing of Project:	\$ 620,000.00			100.00%	<u>Total:</u>	30	
***Cost of County funds per projected job created: \$16,666.67							

Uses of Loan Proceeds:

- Purchase the building and installation of a loading dock at 3610 Mansfield St.

Revolving Loan Fund
Loan Summary for:
Secondary Solutions Inc. (SSI)

Description of Business & Project:

Secondary Solutions Inc. (SSI) is a manufacturing company owned by Robert Demo, David Demo, and Christopher Sloncen. It was founded in 2007 by Robert and David, with Chris joining in 2018. Between the three of them, they offer over 60 years of experience in the industry and all three are active in the day-to-day operations of the business. SSI offers a wide spectrum of services for manufacturers and suppliers. They offer precision CNC machining, sorting, packaging and assembly, and they also provide sales and distribution services for a variety of manufacturers to help supply them with machine tools and other elements needed. The business has been located at 4620 Hydraulic Road for some time, and they needed to expand to accommodate growing operations. SSI was just recently approved by IBT and SBA to purchase the property located at 3610 Mansfield St for \$520,000. It was a former manufacturing building that was essentially move-in ready for SSI. The only renovations needed are the purchase and installation of a loading dock for large shipments the business sends and receives. SSI is requesting a \$100,000 loan from the County for 5 years at 8% to install a loading dock.

RLDC Recommendation:

Staff recommends a \$100,000 loan to be fully amortized over five (5) years at 8% for the following reasons:

- 1) SSI has demonstrated strong cash flow to service existing and proposed debt.
- 2) The owners/managers of Secondary Solutions Inc are an experienced team with at least 60 years combined experience in the industry.
- 3) participation in this project is expected to advance economic development objectives of job creation (6 FTEs) and satisfies at least five public policy objectives: contributing to job creation in a Labor Surplus Area, supports a veteran and minority owned business, benefits a small manufacturer, benefits a business in a Low- and Moderate- Income (LMI) area, and benefits a business in a New Market Tax Credit (NMTC) area.

Revolving Loan Fund
Loan Summary for:
Secondary Solutions Inc. (SSI)

Other Conditions:

Personal guarantee from Robert Demo, David Demo, and Christopher Sloncen as they will be co-borrowers of the note. Corporate guarantee from Precise Automation Inc.

Strengths & Weaknesses

Strengths:

- 1) Participation in this project is projected to contribute to the creation of six (6) FTE's.
- 2) Secondary Solutions Inc has demonstrated strong cash flow to service existing debt and proposed debt.
- 3) The owners/managers of Secondary Solutions Inc are an experienced team with 60 years combined experience in the industry.
- 4) Participation in this project benefits a veteran and minority-owned business, benefits a small manufacturer, reduces unemployment in a labor surplus area, benefits a business in a LMI area, and benefits a business in a NMTC area.

Weaknesses:

- 1) The economic outlook for manufacturers could shift depending on the new presidential administration's promise to enact tariffs on key US imports. The business could see increased costs in this scenario, reducing operating margins and available cash flow to service debt. Mitigating this risk is the potential benefits to tariffs such as reshoring and encouraging domestic manufacturing, which could increase sales for the business.

Attachments:

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



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	SECONDARY SOLUTIONS, INC.		
File Number	65631636	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06-20-2007	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	05-22-2024	Annual Report Year	2024
Agent Information	AMY L SILVESTRI 2208 CHARLES STREET ROCKFORD ,IL 61104	Agent Change Date	06-20-2007

Services and More Information

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

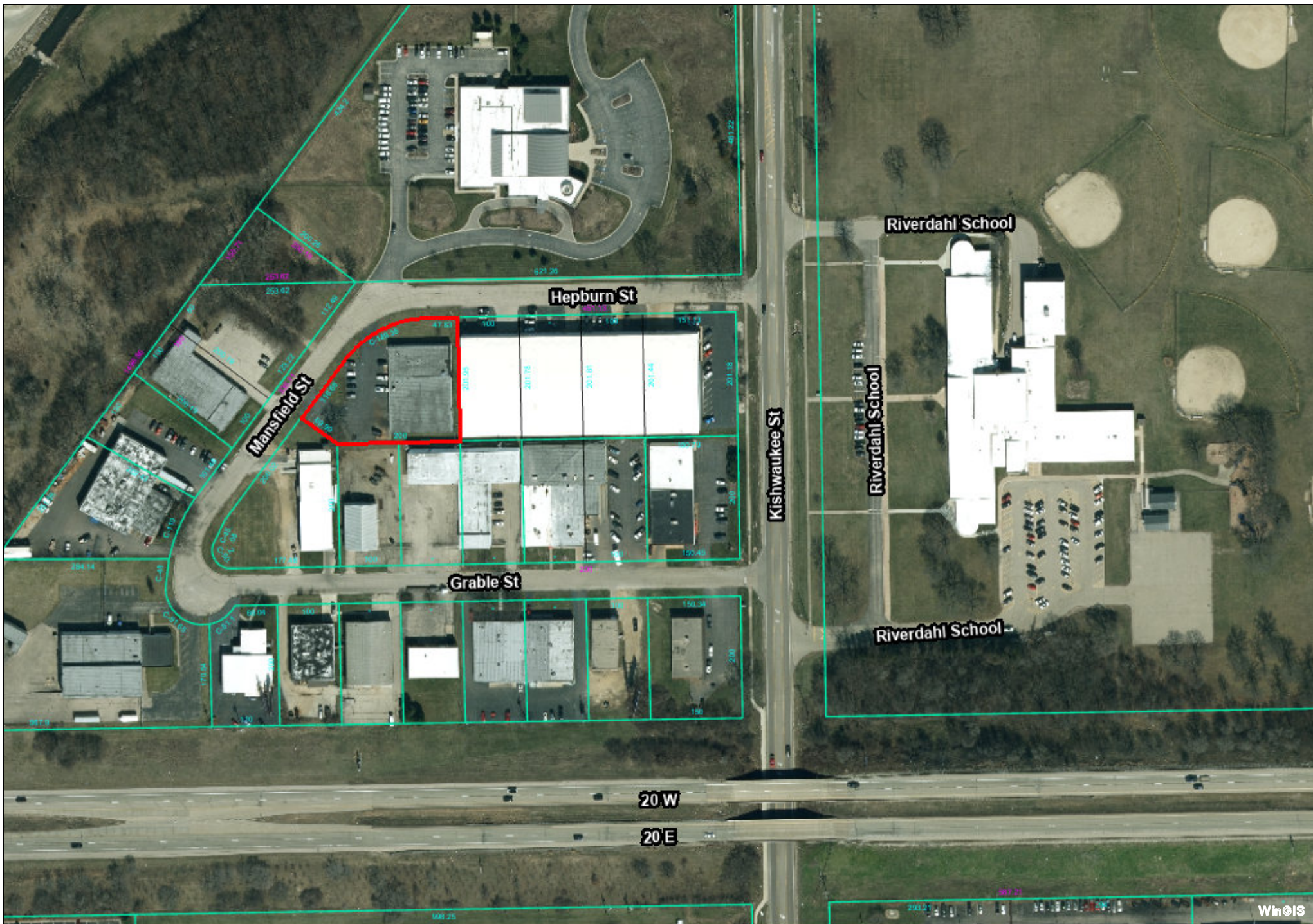
Purchase Master Entity Certificate of Good Standing

[File Annual Report](#)

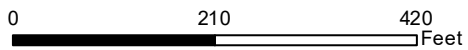
[Change of Registered Agent and/or Registered Office](#)

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)



WinGIS cannot and does not warrant the accuracy of: property and boundary lines, dimensions of parcels and lots, location of structures or improvements, and topographic or geologic



SCALE: 1:2,400



3610 MANSFIELD ST

Pin	Alt.Pin	Property Size
1511127011	null	Sq. Feet: 39358 Acres: 0.90
Owner Name and Address		
SECONDARY SOLUTIONS INC ,		
4620 HYDRAULIC RD		
ROCKFORD, IL 61109		
Taxpayer Name and Address		
FALCON ROAD LLC,		
1303 SAMUELSON RD		
ROCKFORD, IL 61109		
Legal Description		
KISHWAUKEE INDUSTRIAL SUB PT NW1/4 SEC 11-43-1 LOT 21		

Property Use

Use Code	Description
0081	Ind Land + Improve

Zoning Info

ZoningDist: I1

Township Info

Township	Assessor Name
ROCKFORD	Ken Crowley

School District

SchoolDist: ROCKFORD SCHOOL DIST 205

Fair Market Values

Year	Fair Market Value	Total Tax Bill	Code
2023	\$316,830.00	\$10,964.66	421

Exemptions

No exemptions to display.

Sale History

Date of Sale	Sale Type	Gross Selling Price	Sale Type
2/14/2024	2025003671	\$520,000.00	D

Parcel Summary

Date of Sale	Sale Type	Gross Selling Price	Sale Type
11/10/2023	2023027338	\$450,000.00	NOTAD
12/10/2012	20121049693	\$0.00	D

Flood Hazard Zones

Unable to load flood zone information. Please refresh the page. If the issue persists, contact the WinGIS team.



Winnebago County

County Treasurer

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

Parcel Tax Details for Parcel Number 15-11-127-011

[View Property via WinGIS](#)

[View Property Sales Data, Structural Information & Building Permit History via Rockford Township Assessor](#)

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

2023 ▼

Tax Payment Information **2023 taxes payable in 2024**

Click here to make a payment

Owner Address

FALCON ROAD LLC,
1303 SAMUELSON RD
ROCKFORD, IL 61109

Taxbill Address

FALCON ROAD LLC
1303 SAMUELSON RD
ROCKFORD, IL 61109

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

Due Date: 6/14/2024
 Amount: 5482.33
 Penalty: 0.00
 Cost: 0.00
 Total Due: 5482.33
 Paid: 5482.33 Date: 6/11/2024
 By: Autoagent check

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

Due Date: 9/6/2024
 Amount: 5482.33
 Penalty: 0.00
 Cost: 0.00
 Total Due: 5482.33
 Paid: 5482.33 Date: 9/4/2024
 By: Autoagent check

For Parcel Address: 3610 MANSFIELD ST

Tax Calculation

Description		Amount
Board of Review Assessed Value		105598
Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	105598
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	105598
County Multiplier	x	1.0000
Revised Equalized Value	=	105598
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	0
Over 65 Exemption	-	0
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	105598
Tax Rate for Tax Code 421	x	10.3834
Calculated Tax	=	\$10964.66
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$10964.66
Fair Market Value: 316830		1977 Equalized Value: 0

Taxing Bodies and Rates

Taxing Body	Rate	Tax
WINNEBAGO COUNTY	0.7587	\$637.05
FOREST PRESERVE	0.0913	\$76.66
ROCKFORD TOWNSHIP	0.0963	\$80.86
ROCKFORD CITY	2.1972	\$1844.92
ROCKFORD PARK DISTRICT	0.8914	\$748.48
FOUR RIVERS SANITATION AUTHORITY	0.1425	\$119.65
ROCKFORD CITY LIBRARY	0.3528	\$296.24
GREATER RKFD AIRPORT	0.0877	\$73.64
ROCKFORD SCHOOL DIST 205	5.1954	\$4362.42
COMMUNITY COLLEGE 511	0.4593	\$385.66
ROCKFORD TWSP ROAD	0.1108	\$93.04
GLOBAL TRADE TIF #3	0.0000	\$2246.04

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

[Top of Page](#)

[Search Again](#)

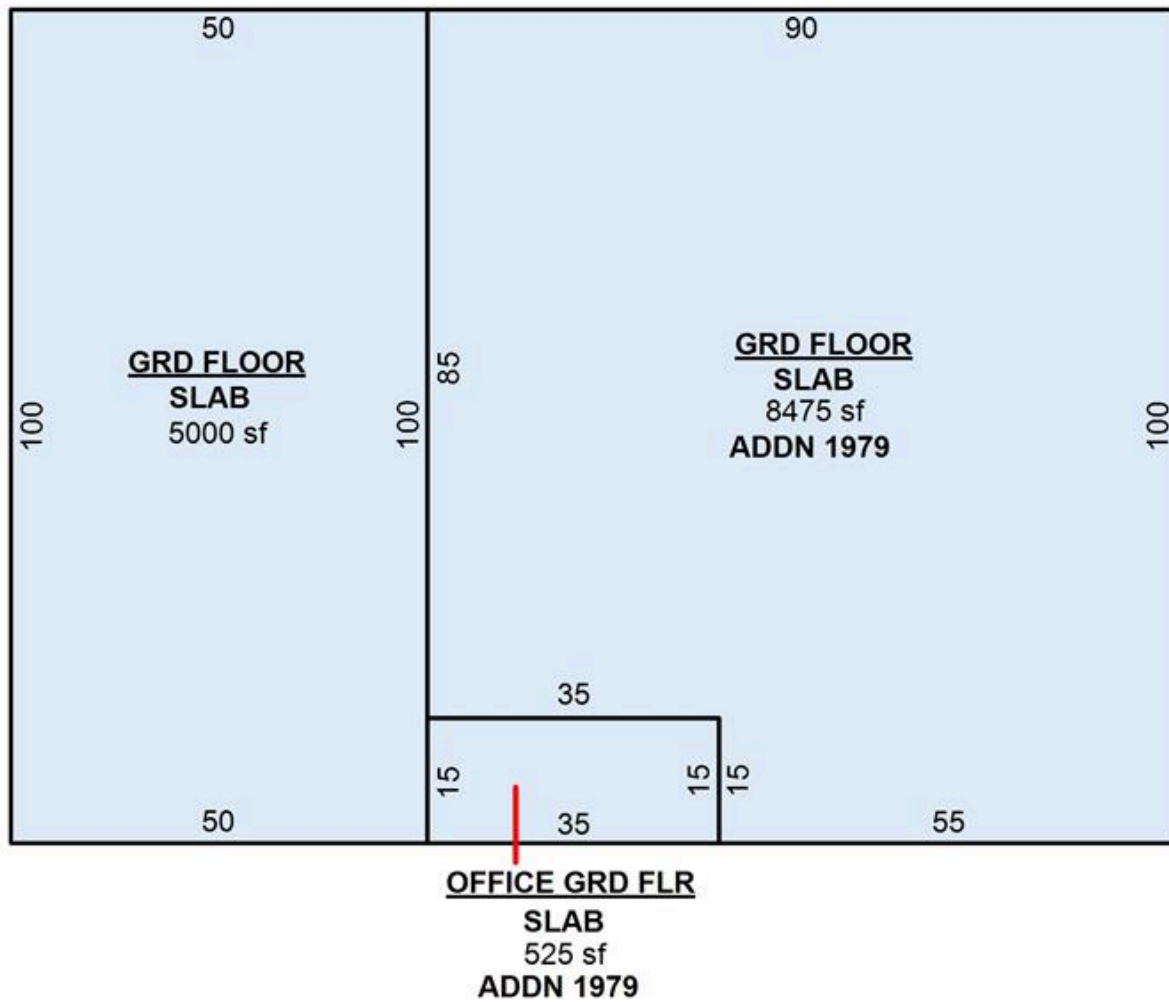
ROCKFORD TOWNSHIP PROPERTY INFORMATION

Property	Aerial	Values & Exemptions	Tax Bills
----------	--------	---------------------	-----------

Property Location	Legal Description
Parcel Number: 15-11-127-011	KISHWAUKEE INDUSTRIAL SUB PT NW1/4 SEC 11-43-1 LOT 21
Property Code:	
Address: 3610 MANSFIELD ST Rockford, IL 61109	SEC / TWP / [LOT] / RNG [BLK] / ACRES 000 021 000 0.00
Taxpayer: FALCON ROAD LLC, 1303 SAMUELSON RD ROCKFORD , IL 61109	

Improvement Information
NBHD: 65889
Class: INDUSTRIAL
Land Use: IMPROVED INDUSTRIAL
Building Name: NY CLO
Zoning: I1
Year Built: 1975
Exterior Wall Height: 13
Exterior Walls: CONC BLOCK
Gross Building SF: 14,000
Land SF: 40,160

Sketch



Building Permits

No Building Permits on file

Sales History

No recent Sales on file

Notes

SDR.INDUSTRIAL BUILT IN 1975 +1979; OR=2017 BOR DEC.

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


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

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(<https://ssi-co.com>)



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(tel:815.315.0863)

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WHO WE ARE

ABOUT US

SSI is a certified MBE (Minority Business Enterprise) through the National Minority Business Development Council (NMBDC), a certified Veteran Owned Small Business (VOSB) and a ISO9001:2015 certified business.

SSI started out offering fastener sorting and packaging in 2008. Since then, we have grown into a full-service company with capabilities in a variety of other areas such as product machining, supply chain assistance and other realms of contract manufacturing. We continually look for ways to improve the quality of our business.



SECONDARY SOLUTIONS

Why Work With Us?

Our passion and expertise shine through in our daily business practices. Our goal is to serve not only our customers, but also our employees and community with compassion, integrity, enthusiasm, and excellence. Our team of highly specialized and trained

associates share the same values and vision. We believe in the philosophy “if we take care of our customers, our customers will also take care of us”. We have worked tirelessly to make the jobs of our business partners easier by focusing on and delivering what we promise, when we promise it, at a level of quality that exceeds expectations. We believe every customer is a priority, no matter how big or small.

Contact Us

📍 **612 Harrison Avenue Rockford, IL 61104**

📞 **815.315.0863(tel:815.315.0863)**


✉ **sales@ssi-co.com(mailto:sales@ssi-co.com)**

Fill out and submit the form below to get in touch. We will get back to you as soon as we can.



(<https://ssi-co.com>)



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Precision Machining

Precision Machining Services

Our process pairs expert design and engineering with the most advanced equipment available to create fully customized machine parts and components.

Services & Features

✓ CNC MILLING ✓ MANUAL MILLING ✓ CNC TURNING (LATHE)

✓ MANUAL TURNING (LATHE)

CNC Milling

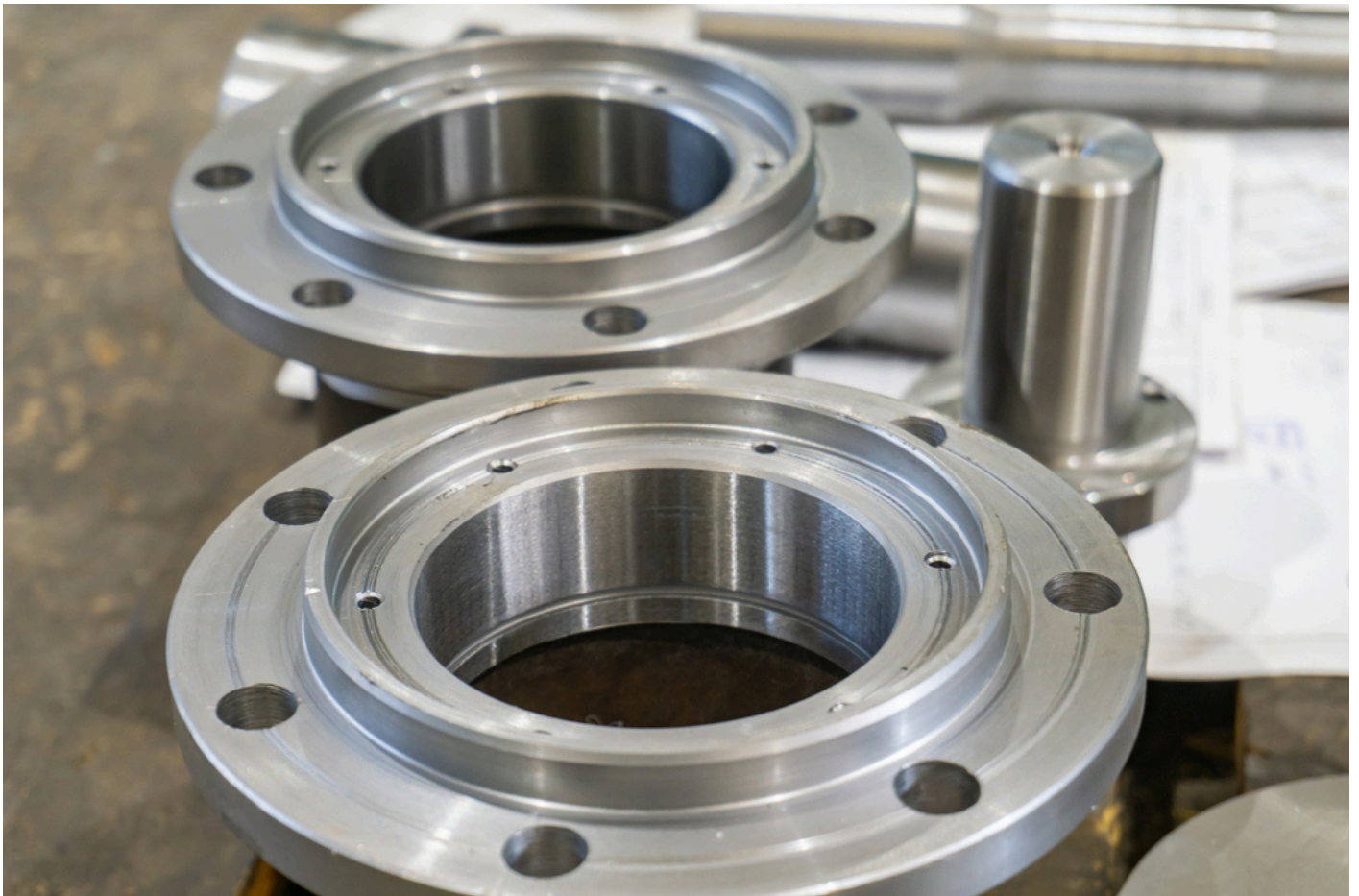
Our CNC milling process produces both custom prototypes and end use production parts. Our machines use 3-axis and 4-axis milling processes to create parts with the highest quality.

- ✓ Functional Prototypes
- ✓ Jigs & Fixtures
- ✓ Production Components In Both High & Low Volumes

CNC Turning

Our CNC turning process produces both custom prototypes and end use production parts. We can create custom features like axial and radial holes, flats, grooves, and slots.

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- ✓ Parts With Cylindrical Features
- ✓ Parts With Axial & Radial Holes, Flats, Grooves, & Slots



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We offer co-packing, assembly, and labeling solutions to meet your company's needs. We provide our customers a more reliable and efficient production process with automated solutions to ensure products get out the door with as little down time as possible.

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(tel:815.315.0863)

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Automated Sorting Services

When suppliers and manufacturers don't have the space available for sorting on the assembly line, that's where we come in. Let our sorting machines sort and inspect your products for issues before they're sent out to be assembled. Our machines can be configured for unique applications across various industries to help you accomplish your goals.

Services & Features

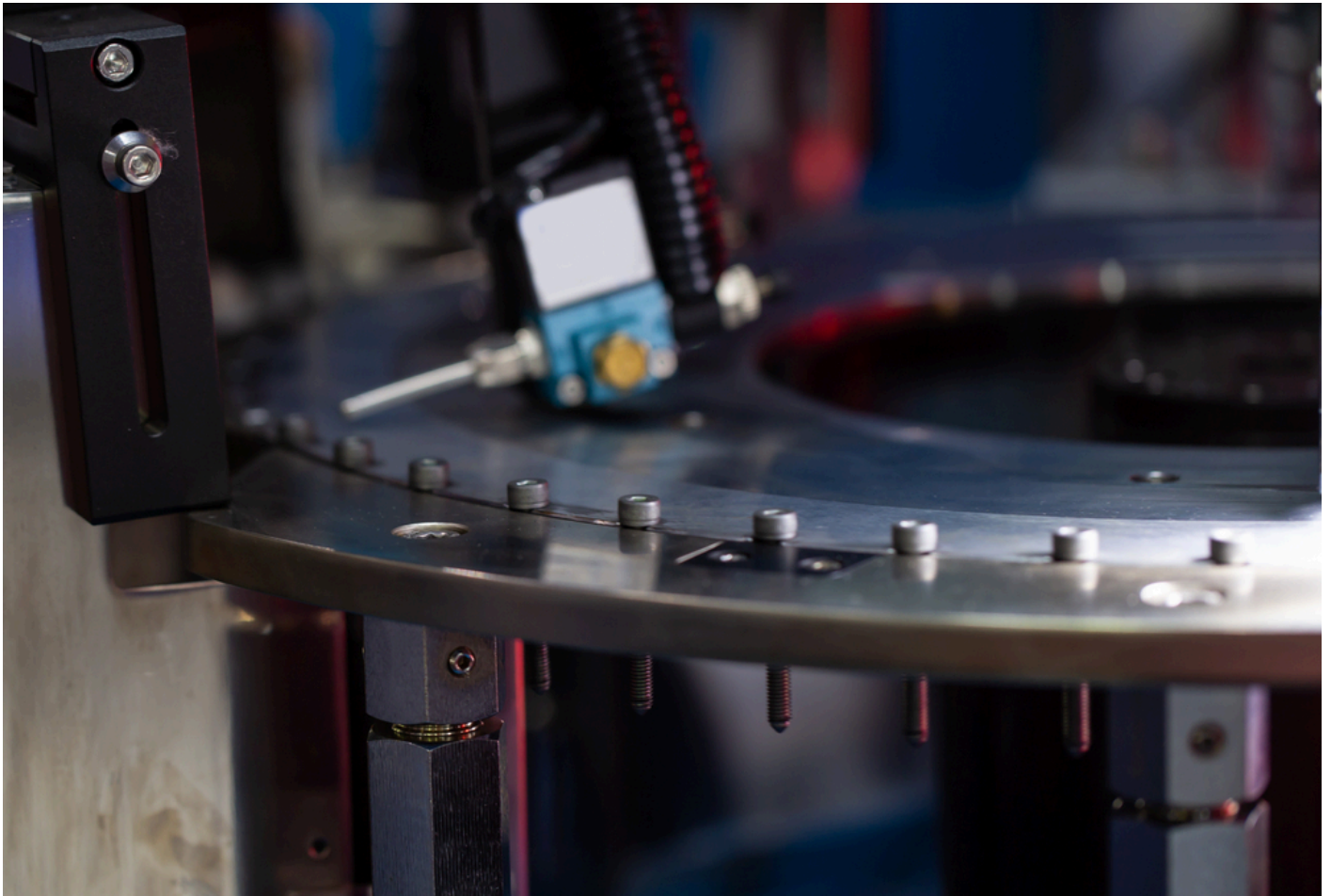
- ✓ Length Inspection
- ✓ Diameter Inspection
- ✓ Feature Presence
- ✓ Mixed Parts
- ✓ Thread Inspection
- ✓ Foreign Materials

Technology Used

- ➔ Vision (2D-3D-AI)
- ➔ Eddy Current
- ➔ Laser-Line Scan
- ➔ 360-Degree Inspection

Industries Served

- › Automotive
- › Medical
- › Aerospace
- › Ammunition
- › Co-Packing
- › Consumer Products/Goods



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- ✓ Defects
- ✓ Missing Parts
- ✓ Consolidated Sorting Process
- ✓ Removal of Waste
- ✓ Assurance of Quality

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 **612 Harrison Avenue Rockford, IL 61104**

 **815.315.0863(tel:815.315.0863)**

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Sales & Distribution

Our partners include a diverse group of manufacturers, cultivated through long-term partnerships. We specialize in providing the essential components necessary for the execution of your project. When you choose to procure from us, we guarantee precise delivery of the appropriate parts, precisely where and when you need them.

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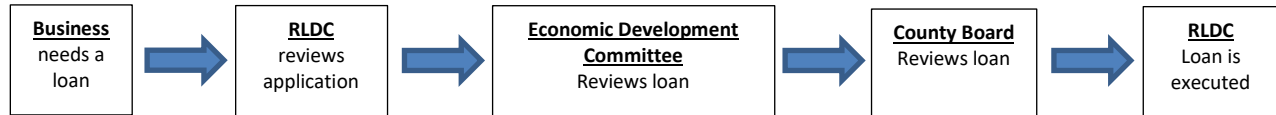
Fill out and submit the form below to get in touch. We will get back to you as soon as we can.

Winnebago County Revolving Loan Fund (RLF) Program Overview

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

REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



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

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

The image shows a formal letter on the letterhead of the Illinois Department of Commerce & Economic Opportunity, Office of Community Development. The letter is dated October 11, 2016, and is addressed to David Lorenzen, County Senior Accountant, at Winnebago County. The letter informs the recipient that the County's Revolving Loan Fund (RLF) is being closed because it was established before October 1, 1992. It requests that the County acknowledge receipt of the letter and return a copy to the Department of Commerce & Economic Opportunity. The letter is signed by David Wortman, P.E., Deputy Director of Community Development. At the bottom, there are lines for the Chief Executive to print their name and sign.

Illinois Department of Commerce & Economic Opportunity
OFFICE OF COMMUNITY DEVELOPMENT
Bruce Rauner, Governor

October 11, 2016

David Lorenzen
County Senior Accountant
404 Elm St Rm 520
Rockford, IL 61101

Dear County Senior Accountant Lorenzen,

You are listed as the administrator for Winnebago County's Revolving Loan Fund (RLF) which was capitalized by the Department of Commerce and Economic Opportunity's (DCEO) Community Development Assistance Program (CDAP). The DCEO's CDAP program is in turn funded by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program established under the Federal Housing Community Development Act of 1974.

In recent monitoring HUD has advised DCEO to review and improve its administration of the RLF program. Per HUD Notice CPD-04-11 issued October 27, 2004, an RLF capitalized prior to October 1, 1992 no longer holds a federal identity and thus may be expended in any manner deemed appropriate by the community.

Winnebago County's RLF was last capitalized prior to October 1, 1992 and is therefore considered dissolved; no further reporting to DCEO is required and the fund is considered closed.

Please have the chief elected official of Winnebago County acknowledge receipt of this letter by signing below and return a copy to DCEO for our records. Thank you for your cooperation in this matter.

Sincerely,

David Wortman, P.E.
Deputy Director of Community Development
Illinois Department of Commerce & Economic Opportunity

By signing, I hereby acknowledge receipt of this letter and understand and agree to the closing of Winnebago County's revolving loan fund.

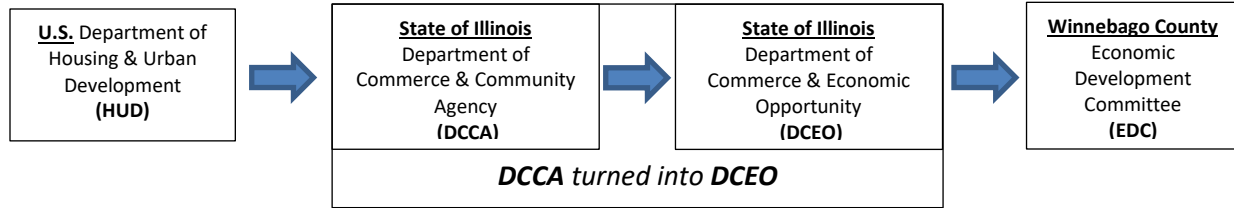
Frank Honey
Chief Executive (Print Name)

Chief Executive (Sign)

217.782.7500 Springfield | 312.814.7179 Chicago | www.illinois.gov/dceo

Winnebago County Revolving Loan Fund (RLF) Program Overview

Origin of Funding for Revolving Loan Fund Program



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

Activity Summary

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



Resolution Executive Summary

Committee Date: Monday, April 14, 2025

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Granting Authority To The Winnebago County Board Chairman To Execute The Documents Necessary To Complete A Loan For \$50,000 From The Revolving Loan Fund To Harvey Wallbangers LLC (Harvey)

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

Board Meeting Date: Thursday, April 24, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$50,000
If not, explain funding source:	
ORG - OBJ - Project Code: Fund available in fund #0307 (Revolving Loan Fund)	Budget Impact: None - Budgeted

Background Information:

Harvey Wallbangers, LLC (Harvey) is a new restaurant business going into the former Irish Rose location at 519 East State Street. Harvey is owned (100%) by Paul Sletten, who also owns and operates 3 other restaurants; Abreo, Social, and Disco Chicken in addition to 3 food trucks. Harvey will provide a casual gourmet offering of hamburgers, sandwiches, salads, soup, and appetizers. Planned improvements will include increasing the deck area to accommodate 50 patrons, upgrading the rooftop deck area to expand capacity by 30 more patrons, which would put the entire facility capacity at approximately 160. They are requesting \$50,000 at 8% interest rate for 7 years, amortized over 15 years from the Winnebago County Revolving Loan Fund to assist with the purchase of the building, building improvements, equipment, and operating capital. The County's investment makes up just under 7% of the entire project and helps create 15 Full-Time Equivalent (FTE) positions, which has a County investment per position of \$3,333.33. Participation in this project supports job creation in a Low-to-Moderate (LMI) Income area, a TIF District, and a Labor Surplus Area (LSA).

Recommendation:

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

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

RLDC & staff normally update the entire Board on a regular basis.

County Board Office

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

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2025 CR _____

**RESOLUTION GRANTING AUTHORITY TO THE WINNEBAGO COUNTY BOARD
CHAIRMAN TO EXECUTE THE DOCUMENTS NECESSARY TO COMPLETE A
LOAN FOR \$50,000 FROM THE REVOLVING LOAN FUND TO HARVEY
WALLBANGERS LLC (HARVEY)**

WHEREAS, Paul Sletten is the sole owner of Harvey Wallbangers LLC (Harvey), a restaurant that will serve gourmet hamburgers and other sandwiches in the former Irish Rose restaurant, located at 519 East State Street, Rockford, Illinois; and

WHEREAS, Paul Sletten is an experienced restaurant owner and operator with several active downtown restaurants, including Abreo, Social, and Disco Chicken as well as three (3) food trucks that are utilized for events such as Rockford City Market and Food Truck Tuesdays at Nicholas Conservatory & Gardens; and

WHEREAS, Harvey's business strategy aims to offer three (3) market areas of service; a casual quick lunch spot, a family dinner location, and later in the evening a nightlife spot; and

WHEREAS, Harvey is requesting fifty thousand dollars (\$50,000.00) from the County's Revolving Loan Fund to assist with leasehold improvements of the building located at 519 East State Street, Rockford, Illinois, equipment, and operating capital; and

WHEREAS, it is expected that this loan will assist in the creation of fifteen (15) full-time equivalent employees over the next two (2) years and participation in this project benefits job creation in Low- and Moderate- Income (LMI) area, Tax Increment Financing (TIF) District, and a Labor Surplus Area; and

WHEREAS, Harvey is seeking a loan to assist with the leasehold improvements, equipment, and operating capital, as recommended by the staff of Rockford Local Development Corporation (RLDC), fifty thousand dollars (\$50,000.00) for seven (7) years, amortized over fifteen (15) years at eight percent (8%) from the County of Winnebago's Revolving Loan Fund to Harvey, secured by the County having a subordinate mortgage on 515 East State Street, Rockford, Illinois (Abreo real estate), to be shared with the RLDC loan. Additionally, a personal guarantee from Paul Sletten and a secured guarantee from Brio Properties, LLC, as they will be co-borrowers of the Note.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is hereby authorized to execute the loan documents prepared by Rockford Local Development Corporation (RLDC) and

approved by the Winnebago County State's Attorney's Office for the loan of seven (7) years, fifty thousand dollars (\$50,000.00), amortized over fifteen (15) years at eight percent (8%) from the County of Winnebago's Revolving Loan Fund to Harvey Wallbangers LLC (Harvey), secured by the County having a subordinate mortgage on 515 East State Street, Rockford, Illinois (Abreo real estate), to be shared with the RLDC loan. Additionally, a personal guarantee from Paul Sletten and a secured guarantee from Brio Properties, LLC, as they will be co-borrowers of the Note.

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

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

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

JOHN SWEENEY, CHAIR

JOHN SWEENEY, CHAIR

ANGELA FELLARS

ANGELA FELLARS

VALERIE HANSERD

VALERIE HANSERD

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

JOHN PENNEY

JOHN PENNEY

RAY THOMPSON

RAY THOMPSON

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

ATTESTED BY:

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

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

Revolving Loan Fund
Loan Summary for:
Harvey Wallbangers, LLC (Harvey)

<u>Applicant:</u>		<u>P.I.N.:</u> 15-11-127-011
Harvey Wallbangers, LLC (Harvey)		<u>Principal / Officer (%):</u> Paul Sletten, Member/Manager (100%)
<i>Operating company</i>		
<u>Location Address:</u>		<u>Website:</u>
519 East State Street		<u>County Board District #:</u> 14
Rockford, IL 61111		<u>County Board Member:</u> Tim Nabors
<u>Jurisdiction:</u> Rockford		
<u>Type of Business:</u> <input checked="" type="checkbox"/> New (Start-up)		<input type="checkbox"/> Expansion (Existing)
<u>Industry:</u> Food		

<u>Requested County Revolving Loan Fund:</u>					<u>Employees:</u> Current Projected		
Investment(s)	Interest	Years	Percentage				
County:	\$ 50,000.00	8.00%	7/15	6.67%	<i>Full-Time Equivalent (FTE):</i> 0 15		
Owner's:	\$ 100,000.00			13.33%	<i>Part Time:</i> 0		
RLDC	\$ 50,000.00	8.00%	7/15	6.67%			
Rockford Community Bank	\$ 550,000.00	7.10%	5/20	73.33%	<i>Within the first 2 years of business operating, from the opening.</i>		
				0.00%			
Total Financing of Project:	\$ 750,000.00			100.00%	<u>Total:</u> 15		
***Cost of County funds per projected job created: \$3,333.33							

Uses of Loan Proceeds:

- Purchase of the building, improvements, restaurant equipment, and operating capital.

Revolving Loan Fund
Loan Summary for:
Harvey Wallbangers, LLC (Harvey)

Description of Business & Project:

Paul Sletton, the owner of downtown restaurants Abreo and Social, two fine dining restaurants, and Disco Chicken, a casual restaurant as well as multiple downtown properties and multiple food trucks, desires to purchase the former Irish Rose restaurant in downtown Rockford, to be named Harvey Wallbangers, LLC (Harvey), the new restaurant will be a casual gourmet restaurant offering gourmet hamburgers and other sandwiches, salads, soup, appetizers and other finger foods. The purchase price for the property is \$500,000. Other project costs are for building improvements, equipment and operating capital. In addition to the brick-and-mortar restaurants, Mr. Sletton owns three food trucks: Disco Chicken, Bad Humor ice cream, and VeeDubs Mobile Cocktail Bar. He often brings these food trucks to City Market, a weekly summer event that brings hundreds of people to downtown Rockford and Food Truck Tuesdays at the Nicholas Conservatory & Gardens, as well as “pop-up” events throughout the city. Mr. Sletton recently leased 212 E State St, a location that was previously occupied by other restaurants. This location is prime real estate in downtown Rockford – it is situated adjacent to the pavilion where City Markets are held and is in the heart of downtown Rockford. The building is a three-level restaurant that includes a rooftop patio with incredible views of the river and city.

RLDC Recommendation:

Staff recommends a seven (7) year, \$50,000 loan to be amortized over fifteen (15) years at 8% for the following reasons:

- 1) Participation in this project is projected to contribute to the creation of 15 FTEs.
- 2) Abreo and Social are established restaurants with strong and loyal followings that is expected to translate to Harvey.
- 3) RLDC has projected cash flow to adequately service total debt.
- 4) The proposed loan will benefit from a strong collateral protection and the guarantee of Abreo LLC.
- 5) Participation in this project benefits job creation in a Low-to-Moderate (LMI) income area, a TIF District and a Labor Surplus area.

Revolving Loan Fund
Loan Summary for:
Harvey Wallbangers, LLC (Harvey)

Other Conditions:

- Personal guarantee from Paul Sletten and secured guarantee from Brio Properties LLC as they will be co-borrowers of the Note.

Strengths & Weaknesses

Strengths:

- 1) Participation in this project is projected to contribute to the creation of fifteen (15) FTE's.
- 2) Abreo is an established restaurant with a strong and loyal following that is expected to translate to Harvey.
- 3) Abreo and Harvey have projected cash flow to adequately service total debt.
- 4) The proposed loan benefits from a strong collateral protection.
- 5) Participation in this project benefits job creation in a low-to-moderate income area, a TIF district, and a Labor Surplus Area.

Weaknesses:

- 1) With his new restaurant, Mr. Sletten will be operating four different restaurants in downtown Rockford in addition to three food trucks. Mitigating this risk is the expertise of owner Paul Sletten and his seasoned management team which run each of his restaurants with some independence.

Attachments:

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



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	HARVEY WALLBANGERS LLC		
Principal Address	519 E STATE ST ROCKFORD, IL 611040000		
File Number	15682361	Status	ACTIVE on 01-15-2025
Entity Type	LLC	Type of LLC	Domestic
Org. Date/Admission Date	01-15-2025	Jurisdiction	IL
Duration	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	
Agent Information	JOHN GILBERT 5010 N 2ND ST LOVES PARK, IL 61111-5809	Agent Change Date	01-15-2025

Services and More Information

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

Purchase Master Entity Certificate of Good Standing

[Articles of Amendment Effecting A Name Change](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)

Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 15682361

Secretary of State Alexi Giannoulias
Department of Business Services Limited
Liability Division
www.ilsos.gov

Filing Fee: \$150

Approved By: KDM

FILED

JAN 15 2025

**Alexi Giannoulias
Secretary of State**

1. Limited Liability Company Name: HARVEY WALLBANGERS LLC
2. Address of Principal Place of Business where records of the company will be kept:
519 E STATE ST
ROCKFORD, IL 61104
3. The Limited Liability Company has one or more members on the filing date.
4. Registered Agent's Name and Registered Office Address:
JOHN GILBERT
5010 N 2ND ST
LOVES PARK, IL 61111-5809
5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. Name and business addresses of all the managers and any member having the authority of manager:
SLETTEN, PAUL
515 E STATE ST
ROCKFORD, IL 61104

8. Name and Address of Organizer

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JANUARY 15, 2025

PAUL SLETTEN
515 E STATE ST
ROCKFORD, IL 61104



Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	BRIO PROPERTIES, LLC		
Principal Address	515 E. STATE STREET ROCKFORD, IL 61104		
File Number	01707884	Status	ACTIVE on 12-13-2024
Entity Type	LLC	Type of LLC	Domestic
Org. Date/Admission Date	12-14-2005	Jurisdiction	IL
Duration	PERPETUAL		
Annual Report Filing Date	12-13-2024	Annual Report Year	2024
Agent Information	MARCIA L. MUELLER 100 PARK AVENUE, PO BOX 1389 ROCKFORD, IL 61105-1389	Agent Change Date	12-08-2021

Services and More Information

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

Managers	↑	Address	↓
THE PAUL M SLETTEN DECLARATION OF TRUST DATED 9/20/07- EXISTS		515 E STATE STREET ROCKFORD, IL 61104	

Showing 1 to 1 of 1 entries

Previous1Next

Form LLC-50.1	Illinois Limited Liability Company Act Annual Report	FILE # 01707884 Due prior to: 12/01/2024 FILED December 13, 2024 Alexi Giannoulas Secretary of State
Secretary of State Department of Business Services Limited Liability Division 501 S. Second St., Rm. 351 Springfield, IL 62756 217-524-8008 www.ilsos.gov	Filing Fee: 75.00 Series Fee, if required: Penalty: 0.00 Total: 75.00	

1. Limited Liability Company Name: BRIO PROPERTIES, LLC

Registered Agent: MARCIA L. MUELLER
100 PARK AVENUE, PO BOX 1389
ROCKFORD, IL 61105-1389

2. State or Country of Organization: IL Date Organized in or Admitted to Illinois: 12/14/2005

3. Address of Principal Place of Business:
515 E. STATE STREET ROCKFORD, IL 61104

4. Name and business address of all managers and any member having the authority of manager:
THE PAUL M SLETTEN DECLARATION OF TRUST DATED 9/20/07-EXISTS
515 E STATE STREET ROCKFORD, IL 61104

5. Entity managers affirm their current existence.

6. Changes to the registered agent and/or registered office must be submitted on Form LLC-1.36/1.37.

7. I affirm, under penalties of perjury, having authority to sign thereto, that this Annual Report is to the best of my knowledge and belief, true, correct and complete.

Dated: December 13, 2024
Month/Day Year

PAUL SLETTEN
Name

MANAGER
Title

THE PAUL M SLETTEN DECLARATION OF TRUST DATED 9/20/07-EXISTS MANAGER
If applicant is a company or other entity, state Name of Company



0 105 210 Feet

SCALE: 1:1,200



519 E STATE ST

Pin	Alt.Pin	Property Size
1123390010	203C681H	Sq. Feet: 3538 Acres: 0.08
Owner Name and Address		
IRISH ROSE INC,		
519 E STATE ST		
ROCKFORD, IL 61104		
Taxpayer Name and Address		
IRISH ROSE INC,		
519 E STATE ST		
ROCKFORD, IL 61104		
Legal Description		
ASSRS PLT BLK 37 EAST RKFD (EXC SELY PT TO CITY PARKING LOT) THAT PT LOT 1 BEG NE COR SAID LOT TH WLY 11 FT TH SLY 87 FT TH ELY 52.77 FT TH NLY & NWLY TO POB ALSO VAC TRI TR LYG NPT & ELY OF & ADJ SAID LOT 1 & MEAS 14 FT N LN PT LOT 1 BLOCK 37		

Property Use

Use Code	Description
0061	Commercial Business-Impr

Zoning Info

ZoningDist: C4

Township Info

Township	Assessor Name
ROCKFORD	Ken Crowley

School District

SchoolDist: ROCKFORD SCHOOL DIST 205

Fair Market Values

Year	Fair Market Value	Total Tax Bill	Code
2023	\$217,920.00	\$6,399.60	001

Exemptions

Code Description	Max Amount
Owner Occupied	\$6,000.00
Senior Citizen	\$5,000.00

Sale History

Date of Sale	Sale Type	Gross Selling Price	Sale Type
2/28/2013	20131014996	\$240,000.00	NOTAD
12/12/2012	20121050801	\$0.00	D
3/9/1990	CV01930	\$40,000.00	MISC

Flood Hazard Zones

Unable to load flood zone information. Please refresh the page. If the issue persists, contact the WinGIS team.



Winnebago County

County Treasurer

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

Parcel Tax Details for Parcel Number 11-23-390-010

[View Property via WinGIS](#)

[View Property Sales Data, Structural Information & Building Permit History via Rockford Township Assessor](#)

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

2023 ▼

Tax Payment Information **2023 taxes payable in 2024**

Click here to make a payment

Owner Address

IRISH ROSE INC,
519 E STATE ST
ROCKFORD, IL 61104

Taxbill Address

IRISH ROSE INC
519 E STATE ST
ROCKFORD, IL 61104

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

Due Date: 6/14/2024
 Amount: 3199.80
 Penalty: 48.00
 Cost: 0.00
 Total Due: 3247.80
 Paid: 3247.80 Date: 6/21/2024
 By: Autoagent check

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

Due Date: 9/6/2024
 Amount: 3199.80
 Penalty: 0.00
 Cost: 0.00
 Total Due: 3199.80
 Paid: 3199.80 Date: 9/4/2024
 By: Autoagent check

PRIOR FORFEITED/SOLD TAXES

For Parcel Address: 519 E STATE ST

Tax Calculation

Description		Amount
Board of Review Assessed Value		72633
Township Equalization Factor	x	1.0000
Board of Review Equalized Value	=	72633
Home Improvement Exemption	-	0
Disabled Veteran Exemption	-	0
Department of Revenue Assessed Value	=	72633
County Multiplier	x	1.0000
Revised Equalized Value	=	72633
Senior Freeze Exemption	-	0
FAF/VAF Exemption	-	0
Owner Occupied Exemption	-	6000
Over 65 Exemption	-	5000
New Disabled or Veteran Exemption	-	0
Returning Veteran Exemption	-	0
Taxable Value	=	61633
Tax Rate for Tax Code 001	x	10.3834
Calculated Tax	=	\$6399.60
Non Ad Valorem -	+	\$0.00
Abatements	-	\$0.00
TOTAL TAX DUE:	=	\$6399.60
Fair Market Value: 217920		1977 Equalized Value: 0

Taxing Bodies and Rates

Taxing Body	Rate	Tax
WINNEBAGO COUNTY	0.7587	\$467.61
FOREST PRESERVE	0.0913	\$56.27
ROCKFORD TOWNSHIP	0.0963	\$59.35
ROCKFORD CITY	2.1972	\$1354.20
ROCKFORD PARK DISTRICT	0.8914	\$549.40
FOUR RIVERS SANITATION AUTHORITY	0.1425	\$87.83
ROCKFORD CITY LIBRARY	0.3528	\$217.44
GREATER RKFD AIRPORT	0.0877	\$54.05
ROCKFORD SCHOOL DIST 205	5.1954	\$3202.08
COMMUNITY COLLEGE 511	0.4593	\$283.08
ROCKFORD TWSP ROAD	0.1108	\$68.29

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

[Top of Page](#)

[Search Again](#)

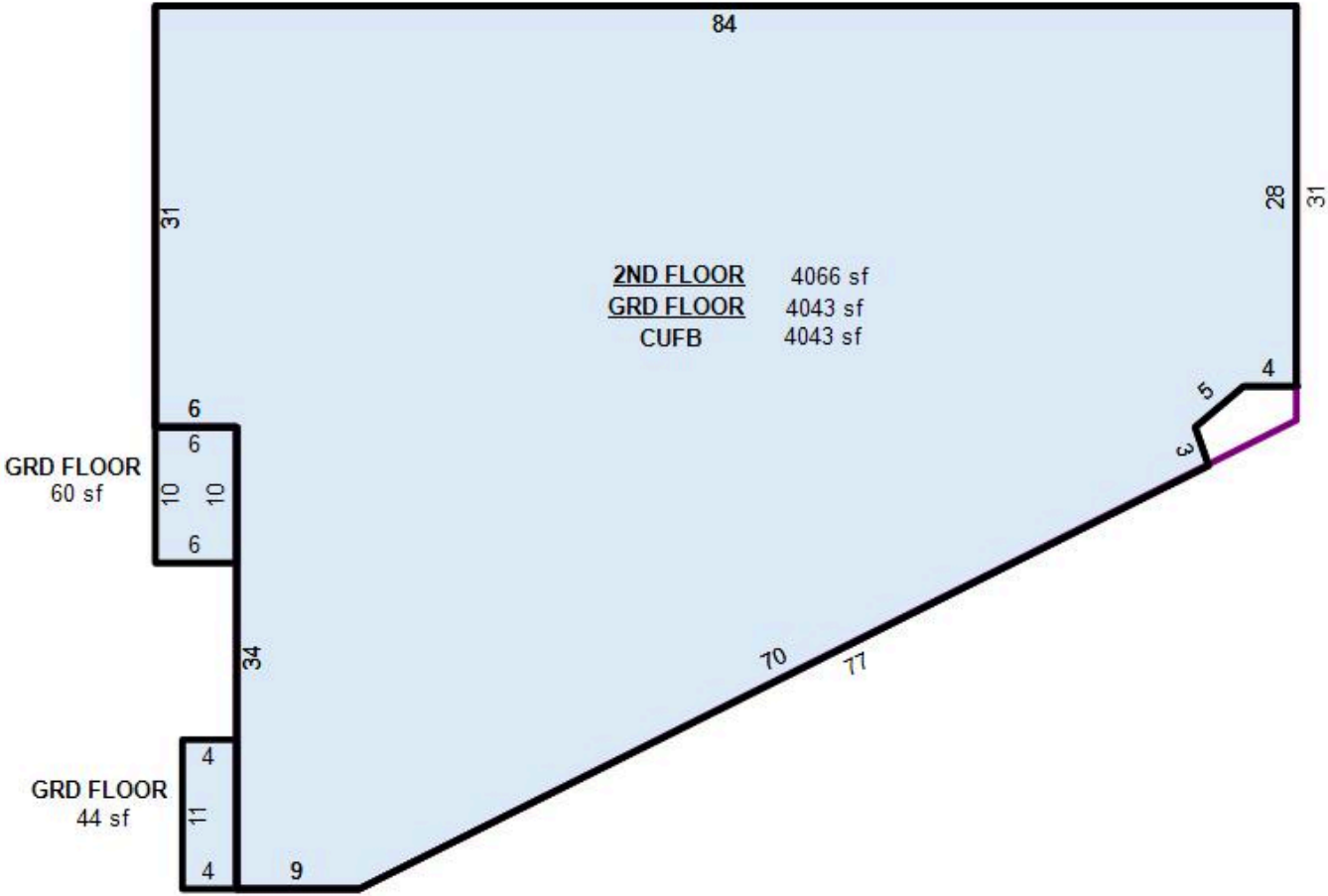
ROCKFORD TOWNSHIP PROPERTY INFORMATION

Property	Aerial	Values & Exemptions	Tax Bills
----------	--------	---------------------	-----------

Property Location	Legal Description
<p>Parcel Number: 11-23-390-010</p> <p>Property Code: 203C681H</p> <p>Address: 519 E STATE ST Rockford, IL 61104</p> <p>Taxpayer: IRISH ROSE INC 519 E STATE ST ROCKFORD, IL 61104</p>	<p>ASSRS PLT BLK 37 EAST RKFD (EXC SELY PT TO CITY PARKING LOT) THAT PT LOT 1 BEG NE COR SAID LOT TH WLY 11 FT TH SLY 87 FT TH ELY 52.77 FT TH NLY & NWLY TO POB ALSO VAC TRI TR LYG NPT & ELY OF & ADJ SAID LOT 1 & MEAS 14 FT N LN PT LOT 1 BLOCK 37</p> <p>SEC / TWP / [LOT] / RNG [BLK] / ACRES 000 001 037 0.00</p>

Improvement Information
<p>NBHD: 56842</p> <p>Class: COMMERCIAL</p> <p>Land Use: RETAIL/BUSINESS</p> <p>Building Name: IRISH ROSE SALOON</p> <p>Zoning: C4</p> <p>Year Built: 1900</p> <p>Exterior Wall Height: 12</p> <p>Exterior Walls: GLAS & MASN</p> <p>Gross Building SF: 8,213</p> <p>Land SF: 3,538</p>

Sketch



Building Permits

Pick-Up Year	BP Amount	Purpose
2014	8,000.00	TEAR-OFF+REROOF
1991	4,500.00	INT REP+RMDL
1991	200.00	REM PT OF C-WL
1991	0.00	SIGN

Sales History

No recent Sales on file

Notes

SFB OLD 2STY MAS-BSMT 4148 SF REST-BAR CDU-FR 2ND FLR USED FOR STORAGE; 2021
CORRECTED LAND SIZE; LAND SIZE PER WINGIS

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

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

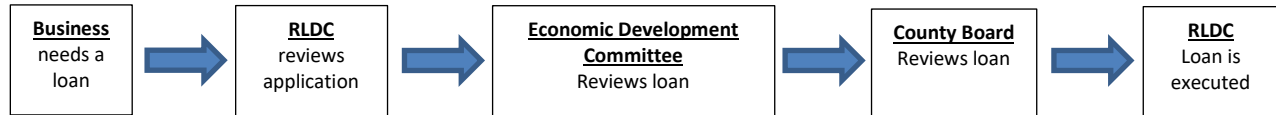
COPYRIGHT © 2017 ROCKFORD TOWNSHIP ASSESSOR'S OFFICE ALL RIGHTS RESERVED.

Winnebago County Revolving Loan Fund (RLF) Program Overview

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

REVOLVING LOAN FUND PROCESS IN A NUTSHELL

(Assuming approval at each step)



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

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

The letter is from the Illinois Department of Commerce & Economic Opportunity, Office of Community Development, dated October 11, 2016. It is addressed to David Lorenzen, County Senior Accountant, Winnebago County, Rockford, IL. The letter informs him that Winnebago County's Revolving Loan Fund (RLF) was last capitalized prior to October 1, 1992 and is therefore considered dissolved. It also states that no further reporting to the DCEO is required and the fund is considered closed. The letter is signed by David Wortman, P.E., Deputy Director of Community Development, Illinois Department of Commerce & Economic Opportunity. There is a signature line for the Chief Executive (Print Name) and a signature line for the Chief Executive (Sign).

Illinois
Department of Commerce
& Economic Opportunity
OFFICE OF COMMUNITY DEVELOPMENT
Bruce Rauner, Governor

October 11, 2016

David Lorenzen
County Senior Accountant
404 Elm St Rm 520
Rockford, IL 61101

Dear County Senior Accountant Lorenzen,


You are listed as the administrator for Winnebago County's Revolving Loan Fund (RLF) which was capitalized by the Department of Commerce and Economic Opportunity's (DCEO) Community Development Assistance Program (CDAP). The DCEO's CDAP program is in turn funded by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program established under the Federal Housing Community Development Act of 1974.

In recent monitoring HUD has advised DCEO to review and improve its administration of the RLF program. Per HUD Notice CPD-04-11 issued October 27, 2004, an RLF capitalized prior to October 1, 1992 no longer holds a federal identity and thus may be expended in any manner deemed appropriate by the community.

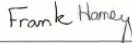
Winnebago County's RLF was last capitalized prior to October 1, 1992 and is therefore considered dissolved; no further reporting to DCEO is required and the fund is considered closed.


Please have the chief elected official of Winnebago County acknowledge receipt of this letter by signing below and return a copy to DCEO for our records. Thank you for your cooperation in this matter.

Sincerely,


David Wortman, P.E.
Deputy Director of Community Development
Illinois Department of Commerce & Economic Opportunity

By signing, I hereby acknowledge receipt of this letter and understand and agree to the closing of Winnebago County's revolving loan fund.

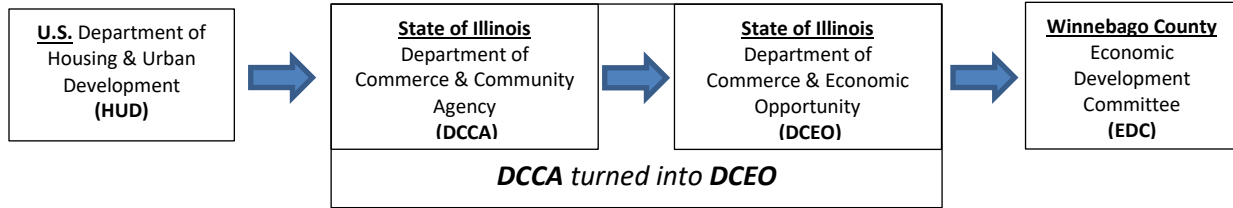

Chief Executive (Print Name)


Chief Executive (Sign)

217.782.7500 Springfield | 312.814.7179 Chicago | www.illinois.gov/dceo

Winnebago County Revolving Loan Fund (RLF) Program Overview

Origin of Funding for Revolving Loan Fund Program



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

Activity Summary

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

OPERATIONS & ADMINISTRATIVE COMMITTEE



Resolution Executive Summary

Prepared By: Debbie Crozier
Committee Name: Operations and Administrative Committee
Committee Date: April 17, 2025
Board Date: April 24, 2025
Resolution Title: Resolution to Approve the Execution of a Renewal Agreement with Vision Service Plan (VSP) For Voluntary Vision Insurance

Budget Information

Was item budgeted? No	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code:	Budget Impact: 100% Employee Paid

Background Information: The voluntary vision plan has been offered to employees since June 1, 2011. We currently have 411 employees enrolled in the voluntary vision plan.

Recommended By: County Administrator, Patrick Thompson and Human Resources Director, Debbie Crozier, have reviewed the Renewal Offer (Resolution Exhibit A) and recommend approval.

Contract/Agreement Information: June 1, 2025 through May 31, 2029

Follow-Up Steps: If approved, plan would be effective June 1, 2025.

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

Sponsored by: Keith McDonald, Committee Chairman

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION TO APPROVE THE EXECUTION OF A RENEWAL AGREEMENT WITH VISION SERVICE PLAN (VSP) FOR
VOLUNTARY VISION INSURANCE**

WHEREAS, the County of Winnebago, Illinois, offers employees the option of participating in a voluntary vision plan; the plan has been in place since June 2011, currently 411 employees participate in this benefit; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed the quotes for the renewal of the plan, Resolution Exhibit A; and,

WHEREAS, Vision Service Plan (VSP) has proposed the following rates to the County through May 2029:

Employee Only: \$4.36 per pay period

Family: \$12.03 per pay period

0% rate increase through May 2029

100% Employee Paid

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal agreement and recommends the County Board authorize execution of the renewal with Vision Service Plan for the administration of the voluntary vision plan through May 2029.

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, Director of Human Resource, the County Board Office and the County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this ____ day of _____ 2025

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

ATTESTED BY:

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

Winnebago County
Vision | Fully-Insured Renewal | Effective 06/01/2025

		CURRENT		RENEWAL	
Carrier Name		Vision Service Plan		Vision Service Plan	
Plan Name		VSP Signature Plan		VSP Signature Plan	
PLAN DESIGN*					
Network Name		INN [VSP Signature]	OON	INN [VSP Signature]	OON
Exam (including eyewear exam) Frequency Benefit		12 Months \$10 Copay	12 Months Reimburse up to \$50	12 Months \$10 Copay	12 Months Reimburse up to \$50
Lenses Materials Copay Frequency Single Bifocal Trifocal Standard Progressive		\$25 Copay 12 Months \$25 Copay \$25 Copay \$25 Copay \$0 Copay	12 Months Reimburse up to \$50 Reimburse up to \$75 Reimburse up to \$100 Reimburse up to \$75	\$25 Copay 12 Months \$25 Copay \$25 Copay \$25 Copay <i>\$25 Copay then Covered in full</i>	12 Months Reimburse up to \$50 Reimburse up to \$75 Reimburse up to \$100 Reimburse up to \$75
Frames Frequency Allowance		12 Months \$25 Copay; Frame allowance: Up to \$200; Featured frames: Up to \$220; plus 20% off	12 Months Reimburse up to \$70	12 Months \$25 Copay; Frame allowance: Up to \$200; Featured frames: Up to \$220; plus 20% off	12 Months Reimburse up to \$70
Contact Lenses Frequency Allowance Medically Necessary Separate Fitting Allowance		12 Months Up to \$130 \$25 Copay then Covered in full Covered in full after copay; Member receives 15% off contact lens exam services; Not to exceed \$60 Copay	12 Months Reimburse up to \$105 Reimburse up to \$210 N/A	12 Months Up to \$130 \$25 Copay then Covered in full 15% off professional services	12 Months Reimburse up to \$105 Reimburse up to \$210 Reimburse up to \$105-\$210
COST ANALYSIS					
PEPM Rates - Enrollment per AMP	Enrollment	VSP Signature Plan		VSP Signature Plan	
Employee (EE) Only	172	\$8.72		\$8.72	
EE + Family	160	\$24.05		\$24.05	
Total Enrollment	332				
Estimated Monthly Premium		\$5,348		\$5,348	
Estimated Annual Premium		\$64,174		\$64,174	
Dollar Difference from Current				\$0	
Percent Change from Current				0.0%	
PLAN PROVISIONS					
Rate Guarantee		2 Year rate guarantee ending 05/31/2025		4 Year rate guarantee ending 05/31/2029	
Premium Paid Basis		Voluntary (EE paid)		Voluntary (EE paid)	
Required Employer Contribution		0%		0%	
Required Participation		20%		20%	
Eligibility		FTE 30HRS/WK		FTE 30HRS/WK	

*NOTE: Benefit deviations from Current are identified in *blue font*
Notes and Assumptions



Resolution Executive Summary

Prepared By: Debbie Crozier/Human Resources

Committee: Operations and Administrative Committee

Committee Date: April 17, 2025

Resolution Title: Resolution Authorizing the Execution of an Agreement with The Standard To Provide Basic Term Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance

Board Meeting Date: April 24, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code: 48500-43172 Budget Impact: \$25,057 Savings	

Background Information:

Winnebago County provides a \$20,000 basic/AD&D term life insurance policy to all full-time employees. The County has been with the current carrier, Reliance Standard, since June 2017. Moving to the Standard will decrease our rate 50%.

Recommendation:

County Administrator, Patrick Thompson and Human Resources Director, Debbie Crozier, have reviewed the resolution presented to the Board and recommend its approval.

Contract/Agreement:

June 1, 2025 – May 31, 2028

Follow-Up: If approved, plan would be effective June 1, 2025.

County Board: April 24, 2025

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE STANDARD TO PROVIDE
TERM LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE**

WHEREAS, the County of Winnebago provides to all employees a basic term life insurance policy of \$20,000, with an accidental death & dismemberment rider; and,

WHEREAS, the County's Benefit Consultant has reviewed submitted proposals for the basic life insurance administration in 2025; and

WHEREAS, the County's Benefit Consultant recommends moving to The Standard in 2025, The Standard has proposed the following rates to Winnebago County for life insurance for 3 years effective June 1, 2025:

\$1.70 (\$0.085/\$1,000) per employee per month for basic life

\$.20 (\$0.01/\$1,000) per employee per month for AD&D

This is a 50% decrease from the current basic life rate.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposal and recommends that the County Board authorize execution of an agreement with The Standard for the administration of the basic life insurance and AD&D coverage for the timeframe of June 1, 2025 through May 31, 2028.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A, with The Standard, 10 N. Martingale Road, Suite 540, Schaumburg, IL 60173 for life insurance and AD&D coverage.

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, Director of Human Resources, County Auditor and the County Board Office.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Basic Life and AD&D | Renewal | Effective 06/01/2025

	CURRENT	RENEWAL
Carrier Name	Reliance Standard Life Insurance Company	Reliance Standard Life Insurance Company
PLAN DESIGN*		
Employee		
Life Benefit	\$20,000	\$20,000
AD&D Benefit	Same as Life Amount	Same as Life Amount
Benefit Reduction Schedule (% benefit reduces by at age)	None	None
Waiver of Premium	Included	Included
Accelerated Benefit Amount	75% to max \$500,000	75% to max \$500,000
Convertible/Portable	Included / Not-Included	Included / Not-Included
Suicide Exclusion	AD&D: Included	AD&D: Included
Leave of Absence Maximum Duration	1 Month	1 Month
COST ANALYSIS		
Rates	CURRENT	RENEWAL
Life Volume	\$21,980,000	\$21,980,000
AD&D Volume	\$21,980,000	\$21,980,000
Life Rate Per \$1,000 Vol	\$0.180	\$0.180
AD&D Rate Per \$1,000 Vol	\$0.010	\$0.010
Estimated Monthly Premium	\$4,176	\$4,176
Estimated Annual Premium	\$50,114	\$50,114
Dollar Difference from Current		\$0
Percent Change from Current		0.0%
PLAN PROVISIONS		
Rate Guarantee	3 Year rate guarantee ending 05/31/2025	2 Year rate guarantee ending 05/31/2027
Required Participation	100%;	100%;
Eligibility	10 Number of Insureds FTE 37.5HRS/WK	10 Number of Insureds FTE 37.5HRS/WK

*NOTE: Benefit deviations from Current are identified in *blue font*

Notes and Assumptions

Winnebago County
Basic Life and AD&D | Renewal and Market Options | Effective 06/01/2025

		CURRENT	MARKET OPTION 1	MARKET OPTION 2	MARKET OPTION 4	MARKET OPTION 5
Carrier Name		Reliance Standard Life Insurance Company	UNUM	Standard	MetLife	Sun Life
PLAN DESIGN*						
Employee						
Life Benefit		\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
AD&D Benefit		Same as Life Amount	Same as Life Amount	Same as Life Amount	Same as Life Amount	Same as Life Amount
Benefit Reduction Schedule (% benefit reduces by at age)		None	None	None	No Age Reduction	None
Waiver of Premium		Included	Included	Included	Included	Included
Accelerated Benefit Amount		75% to max \$500,000	75% to max \$500,000	75% to max \$500,000 (when Basic Life and any Additional Life are combined)	80% to max \$500,000	75% to max \$500,000
Convertible/Portable		Included / Not-Included	Included	Included	Included / Not-Included	Included
COST ANALYSIS						
Rates	Covered Lives per [source name]	CURRENT	MARKET OPTION 1	MARKET OPTION 2	MARKET OPTION 4	MARKET OPTION 5
Life Volume		\$21,980,000	\$21,980,000	\$21,980,000	\$21,980,000	\$21,980,000
AD&D Volume		\$21,980,000	\$21,980,000	\$21,980,000	\$21,980,000	\$21,980,000
Life Rate Per \$1,000 Vol		\$0.180	\$0.170	\$0.085	\$0.125	\$0.090
AD&D Rate Per \$1,000 Vol		\$0.010	\$0.010	\$0.010	\$0.020	\$0.015
Estimated Monthly Premium		\$4,176	\$3,956	\$2,088	\$3,187	\$2,308
Estimated Annual Premium		\$50,114	\$47,477	\$25,057	\$38,245	\$27,695
Dollar Difference from Current			-\$2,638	-\$25,057	-\$11,869	-\$22,420
Percent Change from Current			-5.3%	-50.0%	-23.7%	-44.7%
PLAN PROVISIONS						
Rate Guarantee		3 Year rate guarantee ending 05/31/2025	2 Year rate guarantee ending 05/31/2027	3 Year rate guarantee ending 05/31/2028	3 Year rate guarantee ending 05/31/2028	3 Year rate guarantee ending 05/31/2028
Required Participation		100%;	100%	100%	100%	100%
Eligibility		10 Number of Insureds FTE 37.5HRS/WK	FTE 37.5HRS/WK	FTE 37.5HRS/WK	FTE 38HRS/WK	FTE 30HRS/WK

*NOTE: Benefit deviations from Current are identified in blue font
Notes and Assumptions



Resolution Executive Summary

Prepared By: Debbie Crozier/Human Resources

Committee: Operations and Administrative Committee

Committee Date: April 17, 2025

Resolution Title: Resolution Authorizing the Execution of an Agreement with The Standard for Voluntary Life Insurance

Board Meeting Date: April 24, 2025

Budget Information:

Was item budgeted? N/A	Appropriation Amount: 100% Employee Paid
If not, explain funding source:	
ORG/OBJ/Project Code: N/A	Budget Impact: 100% Employee Paid

Background Information:

Winnebago County offers a voluntary life insurance option for all full-time employees. Approximately 200 employees have the voluntary life benefit. The rates are not increasing for 2025.

Recommended By: County Administrator, Patrick Thompson and Human Resources Director, Debbie Crozier, have reviewed the resolution presented to the Board and recommend its approval.

Contract/Agreement:

June 1, 2025 – May 31, 2028

Follow-Up: If approved, plan would be effective June 1, 2025.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE STANDARD FOR
VOLUNTARY LIFE INSURANCE**

WHEREAS, the County of Winnebago offers voluntary life insurance to employees; and,

WHEREAS, the County's Benefit Consultant has reviewed submitted proposals for the voluntary life insurance administration in 2025; and

WHEREAS, the County's Benefit Consultant recommends moving to The Standard in 2025, The Standard has proposed the following rates to Winnebago County for life insurance for 3 years effective June 1, 2025:

See Attachment A

This benefit is 100% employee paid.

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal and recommends that the County Board authorize execution of an agreement with The Standard for the administration of the voluntary life insurance coverage for the timeframe of June 1, 2025 through May 31, 2028.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is hereby authorized to execute an agreement attached hereto as Resolution Exhibit A, The Standard, 10 N. Martingale Road, Suite 540, Schaumburg, IL 60173 for voluntary life insurance coverage.

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, Director of Human Resources, County Auditor and the County Board Office.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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



Gallagher

Winnebago County

Voluntary Life and AD&D | Renewal and Market Options | Effective 06/01/2025

RECOMMEND

Carrier Name		CURRENT		MARKET OPTION 3	
		Reliance Standard Life Insurance		Standard	
PLAN DESIGN*					
Employee Benefit Increments Benefit Maximum Guarantee Issue AD&D Benefit		\$10,000		\$10,000	
		5x Annual Earnings to max \$500,000		5x Annual Earnings to max \$500,000	
		\$200,000		\$200,000	
		Same as Voluntary Life Amount		Same as Voluntary Life Amount	
Benefit Reduction Schedule (% benefit reduces by at age)		40% at age 75; 65% at age 80; 75% at age 85; 80% at age 90; 92% at age 95; 95% at age 100+		40% at age 75; 65% at age 80; 75% at age 85; 80% at age 90; 92% at age 95; 95% at age 100	
Spouse Benefit Increments Benefit Maximum Guarantee Issue AD&D Benefit		\$5,000		\$5,000	
		\$500,000 not to exceed 100% of EE's amount		\$500,000 not to exceed 100% of EE's amount	
		\$50,000		\$50,000	
		Same as Voluntary Life Amount		Same as Voluntary Life Amount	
Benefit Reduction Schedule (% benefit reduces by at age)		40% at age 75; 65% at age 80; 75% at age 85; 80% at age 90; 92% at age 95; 95% at age 100+		40% at age 75; 65% at age 80; 75% at age 85; 80% at age 90; 92% at age 95; 95% at age 100	
Child Benefit (Life/AD&D)		14 days and over: Increments of \$2,000 to max \$20,000		Live birth through age 25: Increments of \$2,000 to max \$20,000, not to exceed 100% of EE's amount	
Definition of Earnings Waiver of Premium Accelerated Benefit Conversion/Portability Continuity of Coverage Suicide Exclusion		Basic Annual Earnings Included 75% to max \$500,000 Included Included		Included 75% to max \$500,000 Included Included Included	
Leave of Absence Maximum Duration		1 Month			
COST ANALYSIS					
Voluntary Rates per \$1,000	Covered Lives per [source name]	Employee	Spouse	Employee	Spouse
Age Range (spouse based on EE's age)					
0 - 19		\$0.050	\$0.050	\$0.050	\$0.050
20 - 24		\$0.050	\$0.050	\$0.050	\$0.050
25 - 29		\$0.060	\$0.060	\$0.060	\$0.060
30 - 34		\$0.080	\$0.080	\$0.080	\$0.080
35 - 39		\$0.090	\$0.090	\$0.090	\$0.090
40 - 44		\$0.120	\$0.120	\$0.120	\$0.120
45 - 49		\$0.210	\$0.210	\$0.210	\$0.210
50 - 54		\$0.340	\$0.340	\$0.340	\$0.340
55 - 59		\$0.580	\$0.580	\$0.580	\$0.580
60 - 64		\$0.690	\$0.690	\$0.690	\$0.690
65 - 69		\$1.270	\$1.270	\$1.270	\$1.270
70 - 74		\$2.060	\$2.060	\$2.060	\$2.060
75 - 79		\$2.060	\$2.060	\$2.060	\$2.060
80+		\$2.060	\$2.060	\$2.060	\$2.060
Child Rate		\$0.210		\$0.210	
AD&D Rate (Employee / Spouse / Child)		\$0.020 / \$0.020 / \$0.020		\$0.020 / \$0.020 / \$0.020	
PLAN PROVISIONS					
Rate Guarantee		3 Year rate guarantee ending 05/31/2025		3 Year rate guarantee ending 05/31/2028	
Required Participation		20%; 10 Number of Insureds		EE: Greater of 20% or 10 Lives; SP & CH: 20%	
Eligibility		Class 1: FTE 37HRS/WK; Class 2: N/A		FTE 37.5HRS/WK	

Notes and Assumptions

Note: The information contained herein is subject to the disclosures and disclaimers on the Disclaimers page of this presentation.
Private and Confidential

PUBLIC WORKS COMMITTEE



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, April 15, 2025

Resolution Title:

(25-023) Award of Bid for the 2025 County General Letting (Section 25-00000-00-GM)

Board Meeting Date: Thursday, April 24, 2025

Budget Information:

Was item budgeted	Yes	Appropriation Amount: \$ 1,265,924.1
If not, explain funding source:		
ORG/OBJ/Project Code: 464(42280-42289) Budget Impact: \$ 1,265,924.1		

Background Information: This is the annual bid (general letting) for materials that are used to maintain our highways. It also includes material for Townships.

Recommendation:

Approval is necessary to purchase materials during the maintenance year (from April 1, 2025 to March 31, 2026). Staff recommends approval.

Contract/Agreement:

Contracts will be signed with all successful bidders after awards are approved.

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**

AWARD OF BID FOR THE 2025 COUNTY GENERAL LETTING

We, your Public Works Committee, report that bids were received on Thursday, April 10, 2025 for materials to be used by the County Highway Department and Township Highway Departments as shown on the attached bid tabulation. We recommend that the award, upon approval from IDOT, be made to the responsible low bidders as follows:

Group A -Culvert Pipes, Connecting Bands and Flared End Sections:

Metal Culvert, Inc.

Group AAA-Culvert Poly Culvert Pipes:

Illinois Culvert Company

Group B-Bituminous Materials S.C (HFE-90):

Flint Hills Resources, LP

Group E-UPM Cold Patch:

Rock Road Co.

Group F-Base Stone (CA-1):

Northern Illinois Services Co.

Group J-Ag Lime:

N-Trak

Group K-Fine Aggregate (Sand):

Rock Road Co.

Group L-Ice Control Chips ¾" (CA-16) LS Chips:

N-Trak

Group N – Traffic Control:

MD Solutions

Group O-LED Solar Warning Lights:

MD Solutions

Group P – Sign Post & Supplies:

MD Solutions

Group Q – Sign Materials:

MD Solutions

Group S-Rolled Goods:

MD Solutions

NOTES:

Groups: C, D, G, H, - will be awarded to all bidders based upon length of haul.

Groups: AA, I, II, III-No Bids were received.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Kevin McCarthy

Kevin McCarthy

Chris Scrol

Chris Scrol

Ray Thompson

Ray Thompson

Jim Webster

Jim Webster

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

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

ATTEST:

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

2025 Winnebago County Highway General Bid Letting

Illinois Culvert
502 N. 21st Rd
Tonica, IL 61370

Metal Culvert Inc.
711 Heisinger Rd.
Jefferson City, MO

TONICA, IL
Low Bidder Group AAA

JEFFERSON CITY, MO
Low Bidder Group A

Group	Item	Qty	U of M	2025 Est. Qty	Total	2025 Est. Qty	Total
A	Pipe Culvert Class C TY1 / 15"-30ft	17	EACH	720.00	12,240.00	497.40	8,455.80
A	Pipe Culvert Class C TY1 / 18"-30ft	6	EACH	1,048.20	6,289.20	590.40	3,542.40
A	Pipe Culvert Class C TY1 / 24"-30ft	2	EACH	1,440.00	2,880.00	994.50	1,989.00
A	Pipe Culvert Class C TY1 / 30"-30ft	2	EACH	2,460.00	4,920.00	1,221.00	2,442.00
A	Pipe Culvert Class C TY1 / 60"-30ft	1	EACH	4,574.10	4,574.10	3,423.30	3,423.30
A	Pipe Culvert Class C TY1 / 60"-32ft	1	EACH	4,879.04	4,879.04	3,651.52	3,651.52
A	Pipe Culvert Class C TY1 (EQRS) 18"-30ft	1	EACH	907.20	907.20	634.50	634.50
A	Pipe Culvert Class C TY1 (EQRS) 18"-12ft	1	EACH	362.88	362.88	253.80	253.80
A	Connecting Bands 15"	7	EACH	48.00	336.00	33.16	232.12
A	Connecting Bands 18"	4	EACH	69.88	279.52	39.36	157.44
A	Connecting Bands 60"	1	EACH	304.94	304.94	228.22	228.22
A	Flared End Sections 15"	12	EACH	112.94	1,355.28	94.00	1,128.00
A	Flared End Sections 18"	8	EACH	157.65	1,261.20	121.80	974.40
A	Flared End Sections 24"	2	EACH	234.12	468.24	181.80	363.60
A	Flared End Sections 30"	2	EACH	583.53	1,167.06	362.60	725.20
				Total Group A	42,224.66	Total Group A	28,201.30
AAA	Poly Culvert (PE) /Plastic 15"	180	FT	11.87	2,136.60		
AAA	Poly Culvert (PE) /Plastic 18"	60	FT	16.10	966.00		
AAA	Poly Culvert (PE) /Plastic 24"	60	FT	26.66	1,599.60		
AAA	Connect Bands Poly 15"	6	Each	32.37	194.22		
AAA	Connect Bands Poly 18"	2	Each	55.15	110.30		
AAA	Connect Bands Poly 24"	2	Each	77.79	155.58		
				Total Group AAA	5,162.30		

2025 Winnebago County Highway General Bid Letting				Flint Hills Resources, 1550 Koch Ct Dubuque, IA 52001 DUBUQUE, IA Low Bidder Group B		Doc's Excavating, Inc 6482 W Sanders Hill Rd Winslow, IL 61089 DAVIS QUARRY		Northern Illinois 4781 Sandy Hollow Rd Rockford, IL 61109 BEDROCK		Northern Illinois 4781 Sandy Hollow Rd Rockford, IL 61109 BLACKS	
Group	Item	Qty	U of M	2025 Est. Qty	Total	2025 Est. Qty	Total	2025 Est. Qty	Total	2025 Est. Qty	Total
B	Bit. Material S.C. (HFE-90)	900	TON	548.00	493,200.00						
C	S.C. AGG (CA-16) CR. Limestone	7,000	TON			12.25	85,750.00	13.00	91,000.00	11.90	83,300.00

2025 Winnebago County Highway Department General Bid Letting				Doc's Excavating, Inc 6482 W Sanders Hill Rd Winslow, IL 61089 DAVIS QUARRY		Martin & Co. Excating 2456 E Pleasant Grove Rd Oregon, IL 61061 OREGON		Rock Road Companie P.O. Box 1818 Jansville, WI 53547 ROCKFORD AIRPORT		Rock Road Companies P.O. Box 1818 Jansville, WI 53547 BELOIT	
Group	Item	Qty	U of M	2025 Est. Qty	Total	2025 Est. Qty	Total	2025 Est. Qty	Total	2025 Est. Qty	Total
D	HMA Surface Course IL 9.5	14,650	TON			60.00	879,000.00	63.50	930,275.00	61.50	900,975.00
E	UPM Cold Patch	550	TON					165.00	90,750.00		
F	Base Stone, Gradadation CA-1	400	TON								
G	Road Stone, Gradadation CA-6	14,000	TON	7.50	105,000.00						
H	Conglomerate DQ Rap(Recycled Bituminous)	1,425	TON								
I	Rip Rap #400	450	TON								
II	Rip Rap #300	100	TON								
III	Rip Rap #150	100	TON								
J	AG Lime	100	TON								
K	Fine Aggregate (Sand)	4,000	TON					6.50	26,000.00		
L	Ice Control AGG. 1/4" (CA-16) LS CHIPS	4,000	TON								

2025 Winnebago County Highway Department General Bid Letting				N-TRAK Group, LLC. 1523 Windsor Rd Loves Park, IL 61111 BAXTER		N-TRAK Group, LLC. 1523 Windsor Rd Loves Park, IL 61111 BELOIT/QUAKER		N-TRAK Group, LLC. 1524 Windsor Rd Loves Park, IL 61112 MATERIAL AVE		N-TRAK Group, LLC. 1524 Windsor Rd Loves Park, IL 61112 ROCKTON ROCK	
Group	Item	Qty	U of M	2025 Est. Qty	Total	2025 Est. Qty	Total	2025 Est. Qty	Total	2025 Est. Qty	Total
D	HMA Surface Course IL 9.5	14,650	TON								
E	UPM Cold Patch	550	TON								
F	Base Stone, Gradadation CA-1	400	TON								
G	Road Stone, Gradadation CA-6	14,000	TON	8.00	112,000.00					8.00	112,000.00
H	Conglomerate DQ Rap(Recycled Bituminous)	1,425	TON			6.50	9,262.50	6.50	9,262.50	6.50	9,262.50
I	Rip Rap #400	450	TON								
II	Rip Rap #300	100	TON								
III	Rip Rap #150	100	TON								
J	AG Lime	100	TON							1.50	150.00
K	Fine Aggregate (Sand)	4,000	TON								
L	Ice Control AGG. 1/4" (CA-16) LS CHIPS	4,000	TON							9.50	38,000.00

2025 Winnebago County Highway Department General Bid Letting				Northern Illinois Service 4781 Sandy Hollow Rd Rockford, IL 61109 BEDROCK		Northern Illinois Service 4781 Sandy Hollow Rd Rockford, IL 61109 BLACKS		Northern Illinois Service 4781 Sandy Hollow Rd Rockford, IL 61109 SANDYHOLLOW	
Group	Item	Qty	U of M	2025 Est. Qty	Total	2025 Est. Qty	Total	2025 Est. Qty	Total
D	HMA Surface Course IL 9.5	14,650	TON						
E	UPM Cold Patch	550	TON						
F	Base Stone, Gradadation CA-1	400	TON	9.75	3,900.00	9.50	3,800.00		
G	Road Stone, Gradadation CA-6	14,000	TON	8.50	119,000.00	8.50	119,000.00	8.50	119,000.00
H	Conglomerate DQ Rap(Recycled Bituminous)	1,425	TON			8.50	12,112.50	8.50	12,112.50
I	Rip Rap #400	450	TON						
II	Rip Rap #300	100	TON						
III	Rip Rap #150	100	TON						
J	AG Lime	100	TON						
K	Fine Aggregate (Sand)	4,000	TON						
L	Ice Control AGG. 1/4" (CA-16) LS CHIPS	4,000	TON						

2025 Winnebago County Highway Department General Bid Letting

MD Solutions
8225 Estates Parkway
Plain City, OH 43064

PLAIN CITY, OH
Low Bid Group N, O, P, Q, S

Group	Item	Qty	U of M	2025 Est. Qty	Total
N	Type 2 Barricades	15	EACH	115.00	1,725.00
N	Type 3 Barricades	5	EACH	475.00	2,375.00
N	Barrel only (no base) with 4" collar	10	EACH	80.00	800.00
N	Recycled rubber tire ring for traffic barrels	10	EACH	15.00	150.00
N	28"-Orange Glo Cones w/6" & 4" Collar	15	EACH	39.00	585.00
N	18" Safe-Hit Soil Anchor	10	EACH	60.00	600.00
N	48" Safe-Hit (yellow post)	10	EACH	75.00	750.00
				Total Group N	6,985.00
O	LED Solar Flashing Warning (Red)	20	EACH	175.00	3,500.00
O	LED Solar Flashing Warning (Yellow)	20	EACH	175.00	3,500.00
				Total Group O	7,000.00
P	Post, Channel, GR Full Punch	50	EACH	25.00	1,250.00
P	812F Cross Piece	10	EACH	20.00	200.00
P	812F Square Cap	10	EACH	20.00	200.00
P	Post Anchor w/ Groundhog Angled End 2-1/4"x2-1/4"x3'	5	EACH	20.00	100.00
P	3"x48" Post Reflector-Red-HIP	10	EACH	10.00	100.00
P	3"x48" Post Reflector-Yellow-HIP	10	EACH	10.00	100.00
				Total Group P	1,950.00
Q	9" X 24" Blanks	10	EACH	7.50	75.00
Q	9" X 36"-Blanks	10	EACH	11.25	112.50
Q	9" X 60"-Blanks	5	EACH	18.75	93.75
Q	18" x 18" Blanks	3	EACH	11.25	33.75
Q	24" X 18" Blanks	10	EACH	16.50	165.00
Q	24" X 36" Blanks	10	EACH	33.00	330.00
Q	30" X 30" Blanks	10	EACH	34.38	343.80
Q	36" X 36" Blanks	10	EACH	49.50	495.00
Q	36"x48"x48" No Passing Zone Sign -Pennant	10	EACH	45.00	450.00
Q	18x18 Stop Sign	6	EACH	11.00	66.00
Q	30"x30" Stop Sign	12	EACH	30.00	360.00
Q	IL County Markers	10	EACH	24.00	240.00
				Total Group Q	2,764.80
S	12"x100yds-Transfer Tape	1	EACH	117.00	117.00
S	36"x100yds-Transfer Tape	1	EACH	351.00	351.00
S	36"X50 YD Sheeting HIP Orange	1	EACH	570.38	570.38
S	30"X50 YD Sheeting HIP White	1	EACH	685.00	685.00
S	36"x50 YD EC Film-Black	2	EACH	585.00	1,170.00
S	36"x50 YD EC Film-Red	1	EACH	585.00	585.00
S	36"x50 YD EC Film-Green	1	EACH	585.00	585.00
				Total Group S	4,063.38



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, April 15, 2025

Resolution Title:

(25-024) Resolution Authorizing the Appropriation of Motor Fuel Tax (MFT) Funds for the Maintenance of County Highways

Board Meeting Date: Thursday, April 24, 2025

Budget Information:

Was item budgeted	Yes	Appropriation Amount: \$ 7,171,000
If not, explain funding source:		
ORG/OBJ/Project Code: 464/ 410, 420, 430, 460 Budget Impact: \$ 7,171,000		

Background Information: This is required by the State so that Motor Fuel Taxes (MFT) can be used for the maintenance of our highway infrastructure. It includes materials, labor, equipment, contract maintenance services, engineering, etc. The appropriation covers the maintenance year, which is from April 1, 2025 to March 31, 2026.

Recommendation:

Required to charge the MFT fund. Staff recommends approval.

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up: Appropriation will be sent to IDOT after County Board approval.

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

25-CR-

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

**RESOLUTION AUTHORIZING THE APPROPRIATION OF MOTOR FUEL TAX
(MFT) FUNDS FOR THE MAINTENANCE OF COUNTY HIGHWAYS**

WHEREAS, Winnebago County roadways need to be maintained and kept in proper repair on an annual basis; and

WHEREAS, \$7,171,000.00 (seven million one hundred and seventy-one thousand) needs to be appropriated from Motor Fuel Tax funds to pay for the maintenance and repairs of Winnebago County roadways; and

WHEREAS it is in the public interest to appropriate the needed MFT funds.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to appropriate from the Motor Fuel Tax fund the sum of \$7,171,000.00 (seven million one hundred and seventy-one thousand) to pay for maintenance and repairs of Winnebago County roadways as outlined on the "County Maintenance Resolution" in the form as substantially attached here to; and

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 Winnebago County Engineer, Finance Director, County Board Office and County Auditor.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Kevin McCarthy

Kevin McCarthy

Chris Scrol

Chris Scrol

Ray Thompson

Ray Thompsons

Jim Webster

Jim Webster

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

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

ATTEST:

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



District	County	Resolution Number	Resolution Type	Section Number
2	Winnebago	25-023	Original	25-00000-00-GM

BE IT RESOLVED, by the Board of the County of
Governing Body Type Local Public Agency Type
Winnebago Illinois that there is hereby appropriated the sum of 7,171,000
Name of Local Public Agency
Seven Million One Hundred Seventy One Thousand Dollars (\$7,171,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
04/01/25 to 03/31/26
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Winnebago
Local Public Agency Type Name of Local Public Agency
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I Lori Gummow County Clerk in and for said County
Name of Clerk Local Public Agency Type Local Public Agency Type
of Winnebago in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Winnebago at a meeting held on 04/24/25
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

APPROVED

Regional Engineer Signature & Date
Department of Transportation

--



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For
County

Local Public Agency		County	Section Number	Maintenance Period	
				Beginning	Ending
Winnebago County Highway Dept.		Winnebago	25-00000-00-GM	04/01/25	03/31/26

Maintenance Items								
Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Road & Shoulder Maintenance	III	No	Aggregates-All Grades	Sum	1	\$65,000.00	\$65,000.00	\$65,000.00
Road Salt & Aggregate	III	No	Road Salt, Ice Control Chips, Sand	Sum	1	\$900,000.00	\$900,000.00	\$900,000.00
Paving & Sealcoating	III	No	HMA, Emulsion, Aggregates, Pavement Fabric	Sum	1	\$1,050,000.00	\$1,050,000.00	\$1,050,000.00
Signs	III	No	Premade Signs, Blanks, Roll Goods, Posts, Anchors, & Misc. Supplies	Sum	1	\$25,000.00	\$25,000.00	\$25,000.00
Turf & Erosion	III	No	Silt, Snow Fence, Geo Fabric, Seed, Weed Control, & Misc. Supplies	Sum	1	\$9,000.00	\$9,000.00	\$9,000.00
Road Striping	I	No	Road Paint & Beads	Sum	1	\$330,000.00	\$330,000.00	\$330,000.00
Culvert Pipes	III	No	Pipes-Metal & Plastic, Ends, Bands, Liners, Grates	Sum	1	\$30,000.00	\$30,000.00	\$30,000.00
25-00000-01-GM	IV	Yes	PCC Wide Crack Sealing	Sum	1	\$200,000.00	\$200,000.00	\$200,000.00
25-00000-02-GM	IV	Yes	Mulford Rd	Sum	1	\$18,000.00	\$18,000.00	\$18,000.00
25-00000-03-GM	IV	Yes	Moate Rd Resurfacing	Sum	1	\$967,000.00	\$967,000.00	\$967,000.00
25-00000-04-GM	IV	Yes	PCC Patching Program	Sum	1	\$160,000.00	\$160,000.00	\$160,000.00
25-00000-05-GM	IV	Yes	Pecatonica Rd Shoulder Paving	Sum	1	\$702,000.00	\$702,000.00	\$702,000.00
Services	IIA	No	Mowing, Guardrail Repairs, Emergency Tree Removal, Patch, Traffic Signal Repair	Sum	1	\$110,000.00	\$110,000.00	\$110,000.00
Total Operation Cost								\$4,566,000.00

Estimate of Maintenance CostsSubmittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Winnebago County Highway Dept.	Winnebago	25-00000-00-GM	04/01/25	03/31/26

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$1,200,000.00			\$1,200,000.00
Local Public Agency Equipment	\$1,400,000.00			\$1,400,000.00
Materials/Contracts(Non Bid Items)	\$70,000.00			\$70,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$2,409,000.00			\$2,409,000.00
Formal Contract (Bid Items)	\$2,087,000.00			\$2,087,000.00
Maintenance Total	\$7,166,000.00			\$7,166,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering	\$5,000.00			\$5,000.00
Maintenance Engineering Total	\$5,000.00			\$5,000.00

Total Estimated Maintenance	\$7,171,000.00			\$7,171,000.00
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Remarks

SUBMITTED

Local Public Agency Official Signature & Date

--

Title

--

County Engineer/Superintendent of Highways Signature & Date

--

APPROVED

Regional Engineer Signature & Date

Department of Transportation

--

IDOT Department Use Only

Received Location Received Date Additional Location?

		<input type="checkbox"/>
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WMFT Entry By

Entry Date

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Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, April 15, 2025

Resolution Title:

(25-025) Resolution Authorizing the Award of Bid for the 2025 Township Seal Coat Program (Section: 25-XX000-01-GM)

Board Meeting Date: Thursday, April 24, 2025

Budget Information:

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

Background Information: By State regulations, the County Board awards all bids for townships if Motor Fuel Tax funds are used. This is for the annual Seal Coating Program on township roads.

The Highway Department oversees Township MFT funds.

Recommendation:

Required to charge the Township MFT fund. Staff recommends approval.

Contract/Agreement:

Contract to be signed after County Board approval of the bids.

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: DAVID TASSONI**

**AWARD OF BID FOR THE 2025 TOWNSHIP SEAL COAT PROGRAM
SECTION 25-XX000-01-GM**

WHEREAS, competitive bids were received on April 10, 2025 at the Winnebago County Highway Department for the 2025 Township Seal Coat Program as shown on the attached bid tabulation; and

WHEREAS, funding for this project is provided by each Township; and

WHEREAS, the State of Illinois requires that all township and road district projects utilizing Motor Fuel Tax (MFT) funds be awarded by the County Board; and

WHEREAS, the Public Works Committee of the County Board for the County of Winnebago, Illinois has reviewed the bids received for the aforementioned item (s) and recommends awarding the bid as follows:

**Helm Civil / Helm Group, Inc.
2283 Business Route 20 East
Freeport, IL 61032**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the award, upon approval by the Illinois Department of Transportation (IDOT), be made to the low responsible bidder, Helm Civil/Helm Group, Inc.

BE IT FURTHER RESOLVED that the Resolution shall be in full force and effect immediately upon its adoption and upon approval by the Illinois Department of Transportation; 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, County Auditor, Finance Director and Winnebago County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Kevin McCarthy

Kevin McCarthy

Chris Scrol

Chris Scrol

Ray Thompson

Ray Thompsons

Jim Webster

Jim Webster

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

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

ATTEST:

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

Winnebago County Township Sealcoating Bid Tab Thursday, April 10, 2025-10:30 AM 25-XX000-01-GM				Helm Civil Inc. / Helm Group Inc. 2283 Route 20 East Freeport, IL 61032			A.C. Pavement Striping Co. 695 Church Road Elgin, IL 60123		
Group #	Items	Delivery	Unit	Quantity	Unit Price	Total	Quantity	Unit Price	Total
01	Burritt								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	27,747	\$ 3.03	\$ 84,073.41	27,747	\$ 3.60	\$ 99,889.20
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	798	\$ 35.00	\$ 27,930.00	798	\$ 35.00	\$ 27,930.00
				Total Group 01		\$ 112,003.41	Total Group 01		\$ 127,819.20
02	Cherry Valley								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	4,105	\$ 3.32	\$ 13,628.60	4,105	\$ 3.85	\$ 15,804.25
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	118	\$ 45.00	\$ 5,310.00	118	\$ 42.00	\$ 4,956.00
				Total Group 02		\$ 18,938.60	Total Group 02		\$ 20,760.25
03	Durand								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	15,670	\$ 3.10	\$ 48,577.00	15,670	\$ 3.69	\$ 57,822.30
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	451	\$ 37.00	\$ 16,687.00	451	\$ 38.00	\$ 17,138.00
				Total Group 03		\$ 65,264.00	Total Group 03		\$ 74,960.30
05	Harrison								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	7,040	\$ 3.18	\$ 22,387.20	7,040	\$ 3.69	\$ 25,977.60
	Aggregate (Seal) FR Pea Gravel	Applied on Road	Ton	202	\$ 39.00	\$ 7,878.00	202	\$ 38.00	\$ 7,676.00
				Total Group 05		\$ 30,265.20	Total Group 05		\$ 33,653.60
06	Laona								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	14,801	\$ 3.10	\$ 45,883.10	14,801	\$ 3.69	\$ 54,615.69
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	426	\$ 35.00	\$ 14,910.00	426	\$ 38.00	\$ 16,188.00
				Total Group 06		\$ 60,793.10	Total Group 06		\$ 70,803.69
07	Owen								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	6,421	\$ 3.30	\$ 21,189.30	6,421	\$ 3.69	\$ 23,693.49
	Aggregate (Seal) FR Pea Gravel	Applied on Road	Ton	185	\$ 49.00	\$ 9,065.00	185	\$ 38.00	\$ 7,030.00
				Total Group 07		\$ 30,254.30	Total Group 07		\$ 30,723.49
08	Pecatonica								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	17,459	\$ 3.05	\$ 53,249.95	17,459	\$ 3.60	\$ 62,852.40
	Aggregate (Seal)-FP Pea Gr	Applied on Road	Ton	502	\$ 36.00	\$ 18,072.00	502	\$ 35.00	\$ 17,570.00
				Total Group 08		\$ 71,321.95	Total Group 08		\$ 80,422.40
09	Rockford								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	22,178	\$ 3.05	\$ 67,642.90	22,178	\$ 3.62	\$ 80,284.36
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	638	\$ 34.00	\$ 21,692.00	638	\$ 36.00	\$ 22,968.00
				Total Group 09		\$ 89,334.90	Total Group 09		\$ 103,252.36
10	Rockton								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	7,131	\$ 3.46	\$ 24,673.26	7,131	\$ 3.95	\$ 28,167.45
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	205	\$ 56.00	\$ 11,480.00	205	\$ 41.00	\$ 8,405.00
				Total Group 10		\$ 36,153.26	Total Group 10		\$ 36,572.45
11	Roscoe								
	Bit. Material (Seal)-HFP	Applied on Road	Gallon	14,991	\$ 3.72	\$ 55,766.52	14,991	\$ 3.93	\$ 58,914.63
	Aggregate (Seal)-C.A. 16	Applied on Road	Ton	431	\$ 36.00	\$ 15,516.00	431	\$ 38.00	\$ 16,378.00
				Total Group 11		\$ 71,282.52	Total Group 11		\$ 75,292.63
12	Seward								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	17,248	\$ 3.03	\$ 52,261.44	17,248	\$ 3.69	\$ 63,645.12
	Aggregate (Seal)-FP Pea Gr	Applied on Road	Ton	496	\$ 33.00	\$ 16,368.00	496	\$ 37.00	\$ 18,352.00
				Total Group 12		\$ 68,629.44	Total Group 12		\$ 81,997.12
13	Shirland								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	11,564	\$ 3.20	\$ 37,004.80	11,564	\$ 3.69	\$ 42,671.16
	Aggregate (Seal)-FP Pea Gr	Applied on Road	Ton	332	\$ 47.00	\$ 15,604.00	332	\$ 38.00	\$ 12,616.00
				Total Group 13		\$ 52,608.80	Total Group 13		\$ 55,287.16
14	Winnebago								
	Bit. Material (Seal)-HFE-90	Applied on Road	Gallon	13,953	\$ 3.06	\$ 42,696.18	13,953	\$ 3.65	\$ 50,928.45
	Aggregate (Seal)-FP Pea Gr	Applied on Road	Ton	401	\$ 34.00	\$ 13,634.00	401	\$ 38.00	\$ 15,238.00
				Total Group 14		\$ 56,330.18	Total Group 14		\$ 66,166.45
				Helm Civil		\$ 763,179.66	AC PAVEMENT STRIPING, CO		\$ 857,711.10



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, April 15, 2025

Resolution Title:

(25-026) Resolution Authorizing the Award for Bid for Concrete Pavement Joint Sealing and Repair (Section 25-00000-01-GM)

Board Meeting Date: Thursday, April 24, 2025

Budget Information:

Was item budgeted	yes	Appropriation Amount:	\$ 170,000
If not, explain funding source:			
ORG/OBJ/Project Code:	464-46330	Budget Impact:	\$ 169,937.59

Background Information:

This maintenance project is to seal wide seams along longitudinal joints on Perryville Road from E. State Street to Guilford Road and on Riverside Boulevard from Pebble Creek to I-90.

Recommendation:

Staff recommends approval

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office.

Follow-Up:

Contract to be signed after approval by County Board.

**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
CONCRETE PAVEMENT JOINT SEALING AND REPAIR
(SECTION: 25-00000-01-GM)**

WHEREAS, the County of Winnebago has planned to seal wide joints and seams along Riverside Blvd. (Pebble Creek east to I-39/90) and Perryville Road (East State Street north to Guilford Road); and

WHEREAS, in connection with said project, three bids were received, as shown on the attached bid tab, at the Winnebago County Highway Department on April 10, 2025 for Section 25-00000-01-GM with the low bid being from **Denler, Inc.** in the amount of **\$169,937.59**; and

WHEREAS, it would be in the public interest to award this project to the low bidder **Denler, Inc.** in the amount of **\$169,937.59**.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois that the low bid received on April 10, 2025 for Section 25-00000-01-GM from **Denler, Inc.** in the amount of **\$169,937.59** is hereby awarded, and that the County Board Chairman is authorized to execute on behalf of the County of Winnebago a contract with **Denler, 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

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Kevin McCarthy

Kevin McCarthy

Chris Scrol

Chris Scrol

Ray Thompson

Ray Thompson

Jim Webster

Jim Webster

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

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

ATTEST:

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



Illinois Department of Transportation

Tabulation of Bids

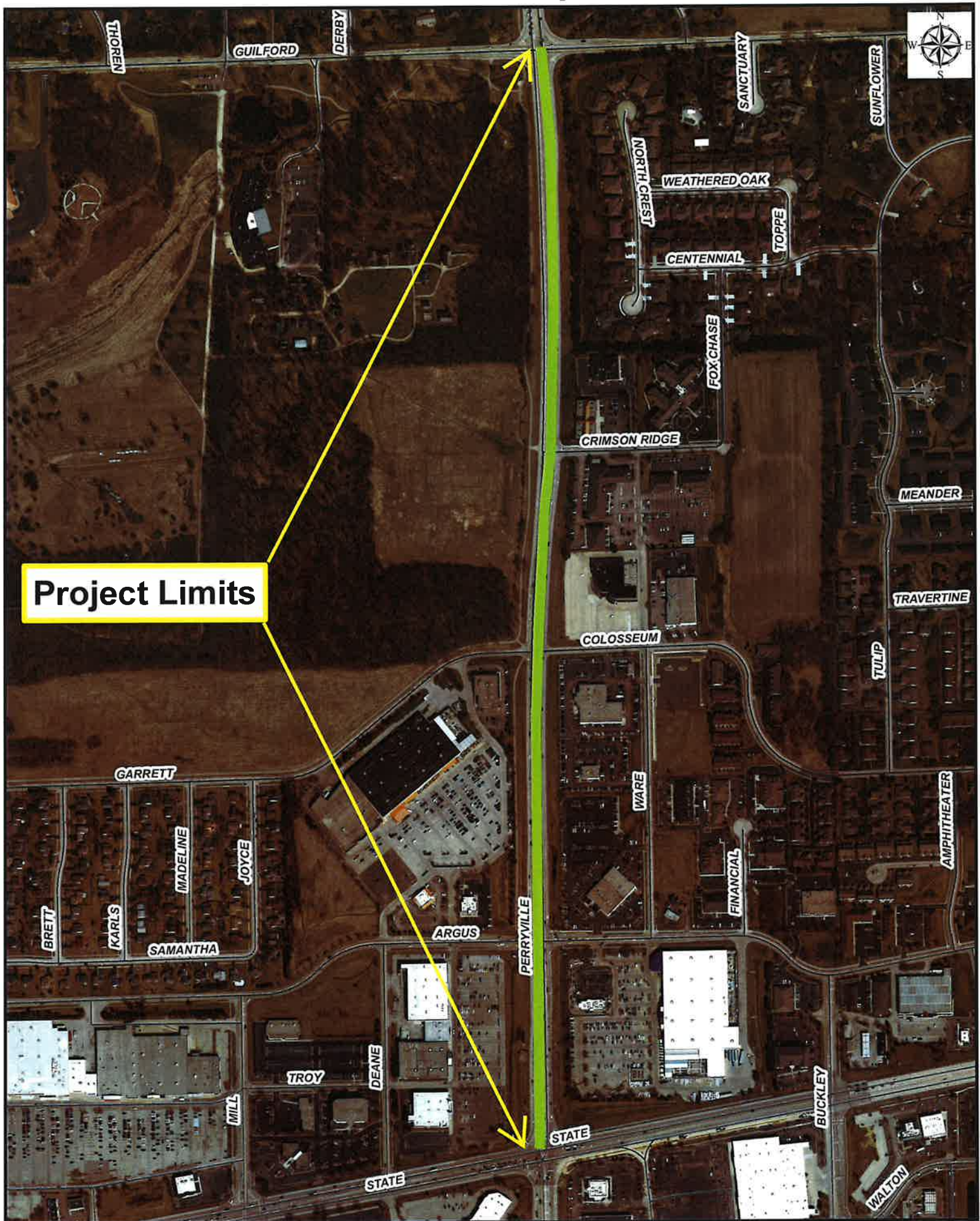


Local Public Agency	County	Section Number	Letting Date
Winnebago County Highway Department	Winnebago	25-00000-01-GM	04/10/25

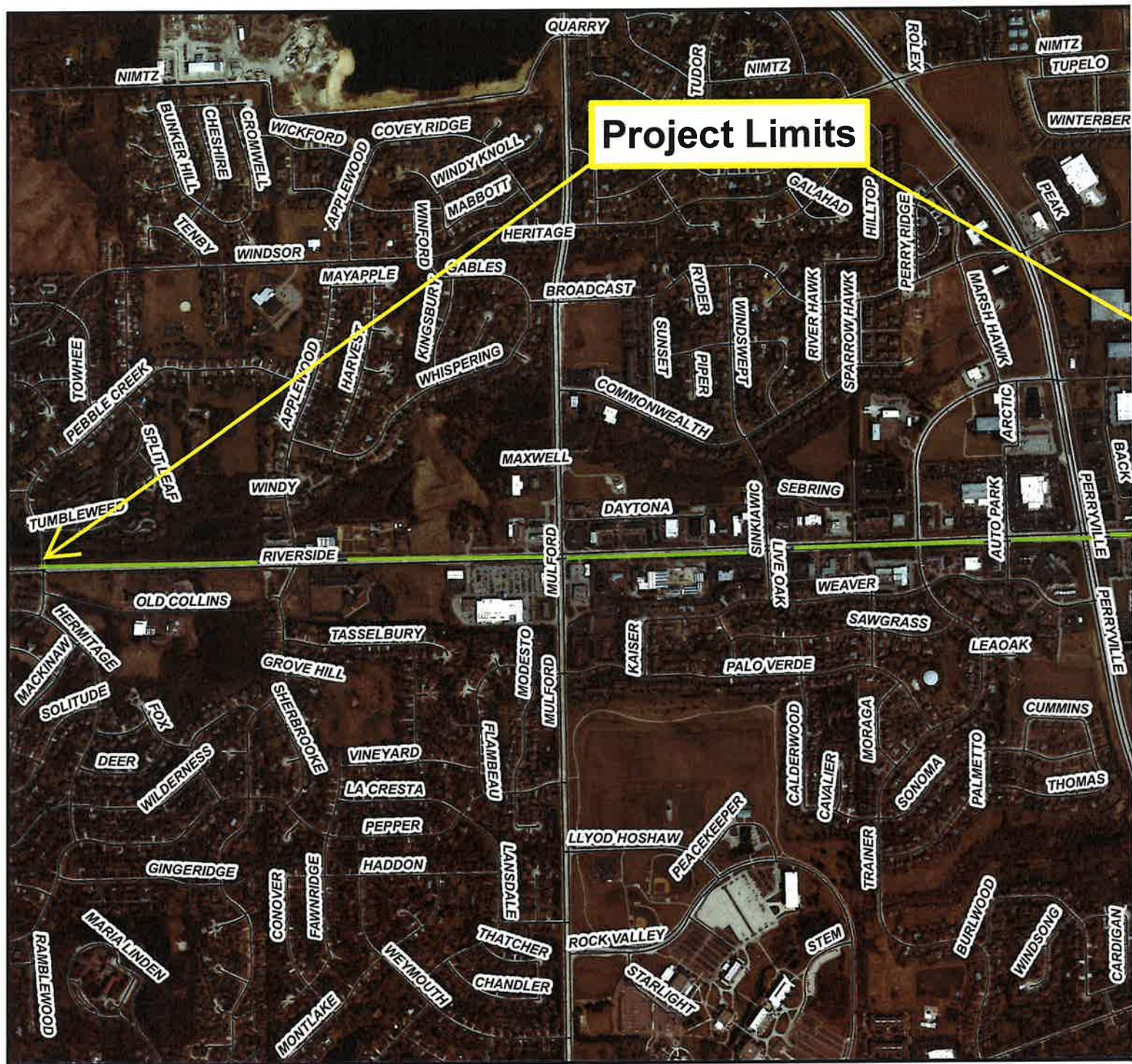
Approved Engineer's Estimate	Attended By (IDOT Representative(s))	Bidder's Name	Patriot Pavement Maintenance	SKC Construction, Inc.
\$0.00	Carlos Molina, WCHD, Sean Von Bergen, WCHD, Pace Hill, Denler, Inc. Kevin, SKC Const., Inc.	Bidder's Address	165 W. Hintz Road	P.O. BOX 503
		City, State, Zip	Joliet, IL 60433	West Dundee, IL 60118
		Proposal Guarantee	Bid Bond of 5%	Bid Bond of 5%
		Terms		

Approved Engineer's Estimate									
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Total
1	CRACK FILLING PCC JOINT		LBS	100783		\$94,937.59	\$2.2500	\$226,761.75	\$203,581.66
2	TRAFFIC CON & PRO		LS	1		\$75,000.00	\$32,000.00	\$32,000.00	\$45,000.00
Total Bid:					As Read:	\$169,937.59		\$258,761.75	\$248,581.66
					As Calculated:	\$169,937.59		\$258,761.75	\$248,581.66
					% Over/Under:				

Location Map 1



Location Map 2





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, April 15, 2025

Resolution Title:

(25-027) Resolution Proclaiming the 500 Block of East South Street in the Village of Durand, Illinois (CH 62) as the Charles H. Long Gold Star Memorial Block

Board Meeting Date: Thursday, April 24, 2025

Budget Information:

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

Background Information:

At the request of the Durand American Legion Gold Star Post 676 and relatives, this is to honor servicemen or women who were residents of the Village of Durand and gave their lives in defense of our country. Two signs will be installed in the 500 block of East South Street, aka Fritz Road, a County Highway. The signs will be provided by the American Legion Gold Star and the posts and anchors will be provided by the Highway Department.

Recommendation:

Staff recommends approval

Contract/Agreement:

Not required.

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 PROCLAIMING THE 500 BLOCK OF EAST SOUTH STREET IN THE
VILLAGE OF DURAND, ILLINOIS (CH 62) AS THE
CHARLES H. LONG GOLD STAR MEMORIAL BLOCK**

WHEREAS, Charles H. Long was a resident of the Village of Durand in the county of Winnebago, Illinois; and

WHEREAS, Charles H. Long lived in the 500 block of East South Street in the Village of Durand, Illinois before leaving to serve in the United States Army; and

WHEREAS, Charles H. Long made the Supreme Sacrifice by losing his life in defense of our nation; and

WHEREAS, it is honorable and proper for the County of Winnebago, Illinois to take action to forever honor the Supreme Sacrifice made by any of its citizens in defense of our nation; and

WHEREAS, the 500 block of East South Street, in the Village of Durand, is located in the County of Winnebago, Illinois and is under the control and authority of the Winnebago County Highway Department; and

WHEREAS, this Honorary Gold Star Memorial Designation is intended to forever honor the sacrifice made by an American military service member who has made the Supreme Sacrifice in defense of our nation.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, and its Chairman Joseph V. Chiarelli, that the 500 block of East South Street, in the Village of Durand, Illinois hereinafter and forever carry the Honorary Designation of the "Charles H. Long Gold Star Memorial Block"; and

BE IT FURTHER RESOLVED that the County Engineer shall erect signs along that section of the 200 block of East South Street (CH 62) identifying it as the "Charles H. Long Gold Star Memorial Block"; 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 Administrator, Auditor, and Engineer.

**Respectfully submitted,
PUBLIC WORKS COMMITTEE**

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Kevin McCarthy

Kevin McCarthy

Chris Scrol

Chris Scrol

Ray Thompson

Ray Thompsons

Jim Webster

Jim Webster

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

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

ATTEST:

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



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, April 15, 2025

Resolution Title:

(25-028) Resolution Proclaiming the 200 Block of East South Street in the Village of Durand, Illinois (CH 62) as the Robert S. McMahon Gold Star Memorial Block

Board Meeting Date: Thursday, April 24, 2025

Budget Information:

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

Background Information:

At the request of the Durand American Legion Gold Star Post 676 and relatives, this is to honor servicemen or women who were residents of the Village of Durand and gave their lives in defense of our country. Two signs will be installed in the 200 block of East South Street, aka Fritz Road, a County Highway. The signs will be provided by the American Legion Gold Star and the posts and anchors will be provided by the Highway Department.

Recommendation:

Staff recommends approval.

Contract/Agreement:

Not required.

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 DEPARTMENT
SPONSORED BY: DAVE TASSONI**

**RESOLUTION PROCLAIMING THE 200 BLOCK OF EAST SOUTH STREET IN THE
VILLAGE OF DURAND, ILLINOIS (CH 62) AS THE
ROBERT S. McMAHON GOLD STAR MEMORIAL BLOCK**

WHEREAS, Robert S. McMahon was a resident of the Village of Durand in the county of Winnebago, Illinois; and

WHEREAS, Robert S. McMahon lived in the 200 block of East South Street in the Village of Durand, Illinois before leaving to serve in the United States Army; and

WHEREAS, Robert S. McMahon made the Supreme Sacrifice by losing his life in defense of our nation; and

WHEREAS, it is honorable and proper for the County of Winnebago Illinois to take action to forever honor the Supreme Sacrifice made by any of its citizens in defense of our nation; and

WHEREAS, the 200 block of East South Street, in the Village of Durand, Illinois is under the control and authority of the Winnebago County Highway Department; and

WHEREAS, this Honorary Gold Star Memorial Designation is intended to forever honor the sacrifice made by an American military service member who has made the Supreme Sacrifice in defense of our nation.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, and its Chairman Joseph V. Chiarelli, that the 200 block of East South Street, in the Village of Durand, Illinois hereinafter and forever carry the Honorary Designation of the "Robert S. McMahon Gold Star Memorial Block"; and

BE IT FURTHER RESOLVED that the County Engineer shall erect signs along that section of the 200 block of East South Street (CH 62) identifying it as the "Robert S. McMahon Gold Star Memorial Block"; 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 Administrator, Auditor, and Engineer.

**Respectfully submitted,
PUBLIC WORKS COMMITTEE**

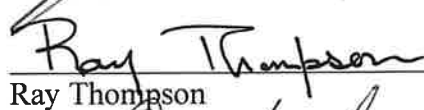
AGREE

Dave Tassoni, Chairman

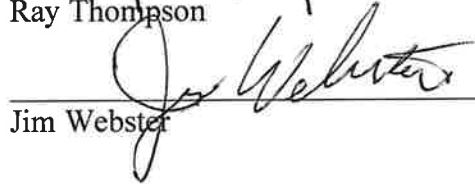
Kevin McCarthy


Chris Scrol

Ray Thompson



Jim Webster



DISAGREE

Dave Tassoni, Chairman

Kevin McCarthy

Chris Scrol

Ray Thompsons

Jim Webster

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

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

ATTEST:

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



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: Tuesday, April 15, 2025

Resolution Title:

(25-029) Resolution Authorizing an Agreement with the Illinois Environmental Protection Agency (IEPA) to Provide Financial Assistance Through Section 319 of the Federal Clean Water Act for Streambank Stabilization of Madigan Creek. (Section 25-00736-00-DR)

Board Meeting Date: Thursday, April 24, 2025

Budget Information:

Was item budgeted	yes	Appropriation Amount: \$ 400,000 FY 2025
If not, explain funding source:		
ORG/OBJ/Project Code:	461-46330	Budget Impact: \$ 400,000 FY 2025

Background Information:

The Madigan Creek banks and stream have seen continued erosion, destabilization and flooding for many years. This creek runs along a drainage easement in the backyard of many residences in unincorporated Winnebago County (Rockford Township). The Highway Department submitted an application to the IEPA for a 319 grant in 2023, for the Madigan Creek segment between Waterford Dr and Newburg Rd. The grant was awarded at a 60/40 (EPA/Local) funding level. Some of the local funds can be "in-kind" services. The proposed work will stabilize the streambanks, reduce existing flood damage, reduce future floods, enhance groundwater quality and restore some of the lost open space on the affected properties.

Recommendation:

Staff recommends approval

Contract/Agreement:

After County Board approval.

Legal Review:

By the State Attorney's office.

Follow-Up:

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

25-CR-XXX

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY (IEPA) TO PROVIDE FINANCIAL
ASSISTANCE THROUGH SECTION 319 OF THE FEDERAL CLEAN WATER ACT
FOR STREAMBANK STABILIZATION OF MADIGAN CREEK
(SECTION NO. 25-00736-00-DR)**

WHEREAS a grant application for the Madigan Creek Restoration Project – Phase I, Waterford Drive to Newburg Road streambank stabilization, was submitted to the IEPA by the County; and

WHEREAS the 6,860 feet of streambank stabilization will help reduce existing flood damage and prevent flooding from worsening, protect and enhance overall surface and groundwater quality, and develop more open space; and

WHEREAS the County was notified on March 24, 2025, that the IEPA had selected the County to be a recipient of Section 319 grant funds for the Madigan Creek Restoration Project – Phase I; and

WHEREAS the IEPA has submitted to the County a Grant Agreement Number 25-0378-319312 (hereafter, the “IEPA AGREEMENT”) which authorizes the payment of \$1,179,000.00 to the County for 6,860 linear feet of streambank stabilization (both banks; 3,430 linear feet of stream) with a final completion date of September 30, 2027; and

WHEREAS it would be in the public interest to enter into the attached IEPA AGREEMENT in order to reduce nonpoint source pollution in the Madigan Creek watershed.

NOW THEREFORE BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute on behalf of the County the attached IEPA AGREEMENT with the Illinois Environmental Protection Agency, substantially in the form as attached hereto; and

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE

Dave Tassoni, Chairman

Dave Tassoni, Chairman

Kevin McCarthy

Kevin McCarthy

Chris Scrol

Chris Scrol

Ray Thompson

Ray Thompson

Jim Webster

Jim Webster

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

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

ATTEST:

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



**GRANT AGREEMENT
BETWEEN**

**THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY
AND
COUNTY OF WINNEBAGO**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and County of Winnebago (Grantee)

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

PART ONE - The Uniform Terms

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PART TWO - Grantor-Specific Terms **PART**

THREE - Project-Specific Terms

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

Illinois Environmental Protection Agency

County of Winnebago

By: _____
Signature of James Jennings, Title Acting Director

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

Email: _____

By: N/A
Signature of Designee

Date: _____

Printed Name: N/A

Printed Title: N/A

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: Andrew Armstrong

Printed Title: Chief Legal Counsel
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Email: _____

Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: Jacob Poeschel

Printed Title: Chief Financial Officer
Third Grantor Approver

By: _____
Signature of Fourth Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Fourth Grantor Approver

PART ONE - THE UNIFORM TERMS

ARTICLE I DEFINITIONS

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

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. Admin. Code 7000.30.

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

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code 7000.30.

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

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 III. Admin. Code 7000.30.

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

"Grantee Portal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 III. Admin. Code 7000.30.

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on execution and expires on 9/30/2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be \$1,179,000.00, of which \$1,179,000.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): The Grantee shall receive \$ 1,179,000.00 under this Agreement.

TOTAL PROJECT COST: \$1,965,000.00

Grantor Share: \$1,179,000.00 60 % of Total project cost

Grantee Share: \$786,000.00 40 % of Total Project cost

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an Attachment 1.

Federal funding shall make up no part of the Grantee's share of the total project cost and that the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 1st of that year; otherwise the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to AmpliFund.

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contain in Exhibit D of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit D (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 9950023

, the federal awarding agency is United States Environmental Protection Agency

, the Federal Award date is 9/15/2023. If applicable, the Assistance Listing Program Title is
Nonpoint Source Implementation

and Assistance Listing Number is 66.460. The Catalog of State Financial Assistance (CFSA) Number is
532-60-0378 and the CSFA Name is Section 319(h) – Nonpoint Source Pollution Control

If applicable, the State Award Identification Number (SAIN) is 0378-5638

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

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

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non-Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable |
| <input type="checkbox"/> Medical Corporation | tax classification) |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> C = corporation |

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

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

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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

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

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In

the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. **Interest.**

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

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

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

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

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

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the de minimis rate as set forth in CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

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

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

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

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

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

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

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

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost

categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

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

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

ARTICLE VIII LOBBYING

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

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

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

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

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

ARTICLE IX

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

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

10.2. Financial Close-out Report.

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

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

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be

considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.(i)

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must

follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures

regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV

NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI

STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII

CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35. 1.1.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the

terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

This project will implement best management practices (BMPs) in the Madigan Creek Watershed located in the Perryville-Kishwaukee River watershed (HUC 070900060802) to reduce nonpoint source pollution to protect water quality. This project will implement a variety of Best Management Practices (BMP's) to reduce erosion and degradation of this section of the creek. A combination of soft-stabilization (grading, planting of native vegetation, bioengineering practices, etc.) and hard-scape measures (rip rap, rock dams, etc.) will be used to stabilize the streambank. Riffles, cross-vanes, and stone toe protection will also be used.

• **OUTPUTS:**

- o 6,860 linear feet of streambank stabilization (both banks; 3,430 linear feet of stream)

• **OUTCOMES:**

- o Water quality protection of Madigan Creek and the Kishwaukee River (IL_PQ-02) (HUC070900060802).
- o Reduced annual pollutant loadings of approximately 444 tons of sediment, 232 lbs. of phosphorus, and 604 lbs. of nitrogen.

EXHIBIT B

DELIVERABLES OR MILESTONES

Description	Completion Date
PROJECT COORDINATION	
1. Project Coordination	June 30, 2027
BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION	
2. BMP Documentation Form (Part 1) and Design	November 30, 2025
O&M Plan	November 30, 2025
Sign Design	November 30, 2025
Landowner Agreement	November 30, 2025
Last Day to Start Implementation of BMP(s)	June 1, 2026
Complete Implementation of BMPs	June 1, 2027
BMP Documentation Form (Part 2) w/Invoices and Photo Documentation	June 30, 2027
PROJECT REPORT	
3. Project Report	June 1, 2027
OTHER DIRECTED ACTIVITIES	
Periodic Performance and Financial Reports	Quarterly as stipulated
Annual Fiscal Report	Annually as stipulated

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Aaron Enteman

Title: Environmental Protection Specialist

Address: Illinois Environmental Protection Agency
Bureau of Water, Nonpoint Source Unit Mail
Code #15
P.O. Box 19276
Springfield, Illinois 62794-9276

Additional Information

GRANTEE CONTACT

Name: Sean Von Bergen

Title: Assistant County Engineer

Address: Winnebago County Highway Department
424 North Springfield Avenue
Rockford, IL 61101-5097

GRANTEE PAYMENT ADDRESS
(if different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Aaron Enteman

Title: Environmental Protection Specialist

Address: P.O. Box 19276 Springfield, Illinois

Phone: (217) 557-7534

TTY#: _____

Email Address: aaron.enteman@illinois.gov

GRANTEE CONTACT

Name: Sean Von Bergen

Title: Assistant County Engineer

Address: 424 North Springfield Ave Rockford, IL

Phone: (815) 319-4034

TTY#: _____

Email Address: svonbergen@hwy.wincoil.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Under this Agreement, the Grantee shall complete* the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

PROJECT COORDINATION

1. Serving as the lead agency, the Grantee shall coordinate the implementation of the nonpoint source pollution control best management practice (BMP) designs as developed and approved under Item 2 of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the 2013 Madigan Creek Watershed-Based Plan and the Illinois' Nonpoint Source Management Program.

BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION

2. The Grantee shall complete Part I of the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design shall meet the requirements of at least one of the following current documents: 1) the Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered professional engineer or NRCS staff unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval by November 30, 2025. Upon Grantor's request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the BMP Design is approved by the Grantor.

An O&M Plan shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plan shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plan.

The O&M Plan shall be submitted by the Grantee to the Grantor for review and approval by November 30, 2025. Upon Grantor's request, the O&M Plan shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the O&M Plan is approved by the Grantor.

The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval by November 30, 2025. Upon Grantor's request, the sign design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The

Grantee shall erect the sign prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.

The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 2 of Exhibit D of this Agreement. In the event that the Grantee does not own the entire project site, the Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The Grantee shall submit a draft of the agreement to the Grantor for review and approval by November 30, 2025. Upon Grantor's request, the agreement shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Grantee shall submit a copy of the executed agreement(s) to the Grantor prior to the implementation of the BMP.

Implementation of the BMP Designs developed in accordance with Item 2 of Exhibit D of this Agreement must begin by June 1, 2026. In the event that construction and implementation of the Designs developed in accordance with Item 2 of Exhibit D of this Agreement has not begun by June 1, 2026, the Grantee, or its Assigns, shall immediately discontinue all work on the Design implementation, unless an extension is requested by the Grantee and approved by the Grantor prior to May 1, 2026. In the event of such a discontinuation of work, limited costs incurred in association with the BMP Design will be eligible for reimbursement by the Grantor.

The Grantee shall complete the implementation of the BMPs by June 1, 2027. Upon completion of the BMPs, the Grantee shall complete and submit Part II of the BMP Documentation Form with all supporting documentation to the Grantor by June 30, 2027. Upon Grantor's request, Part II shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Support documentation includes invoice and photographic documentation.

PROJECT REPORT

3. The Grantee shall evaluate and prepare a report on the success of the Madigan Creek Restoration Project - Phase I Project in terms of water quality and NPS pollution control. The report shall document the grant agreement number, the project period, project title, tasks, implementation schedule, budget, obstacles and successes encountered during implementation of the project. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre and post conditions, pollutant load reduction amounts for sediment, phosphorus, and nitrogen, the type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The Project Report shall be completed and submitted by the Grantee to the Grantor for review and approval by June 1, 2027. Upon Grantor's request, the Project Report shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Upon approval, the Grantee shall submit two (2) paper copies and one (1) electronic copy to the Grantor.

PERFORMANCE STANDARDS

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by proving written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Audit

Conditions:

Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**ARTICLE XXIII
REPORTING**

23.1. Grantee shall file a Quarterly Periodic Financial Report (PFR) and Periodic Performance Report (PPR) for quarters ending March 31, June 30, September 30, and December 31 , with the Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first Periodic Financial Report (PFR) and Periodic Performance Report shall cover the reporting period after the effective date of the Agreement. a Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit an annual Periodic Financial Report (PFR) for the period ending 9/30 (Grantee's Fiscal Year End date). This report should include the Grantee's entire Fiscal Year expenditures for this award. Reports must be submitted no later than 30 calendar days following the period covered by the report.

A Periodic Financial Report (PFR) and Periodic Performance Report (PPR) marked as "Final Report" must be submitted to Grantor 60 days after the end date of the Agreement. Failure to submit the required PFR and PPR reports may cause a delay or suspension of funding.

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

In reference to Part One, Article XI, Item 11.3 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and status. The remainder of the report will include the items listed in Section 11.3, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

PART THREE -PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

In reference to Part One, Article IV, Item 4.8 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
7. Consultant Services and Expenses (2 CFR 200.459)			
Hey and Associates, Inc.	\$0.00	\$135,520.00	\$135,520.00
Winnebago County Highway Department	\$0.00	\$135,520.00	\$135,520.00
Subtotal	\$0.00	\$271,040.00	\$271,040.00
8. Construction			
IEPA Section 319(h) Program Cost for the Madigan Creek Restoration Project - Phase I	\$1,179,000.00	\$0.00	\$1,179,000.00
Local Match for the Madigan Creek Restoration Project - Phase I	\$0.00	\$514,960.00	\$514,960.00
Subtotal	\$1,179,000.00	\$514,960.00	\$1,693,960.00
Total Proposed Cost	\$1,179,000.00	\$786,000.00	\$1,965,000.00

Revenue Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Grant Funding			
Award Requested	\$1,179,000.00		\$1,179,000.00
Subtotal	\$1,179,000.00		\$1,179,000.00
Non-Grant Funding			
Cash Match		\$650,480.00	\$650,480.00
In-Kind Match		\$135,520.00	\$135,520.00
Other Funding and Contributions		\$0.00	\$0.00
Subtotal		\$786,000.00	\$786,000.00
Total Proposed Revenue	\$1,179,000.00	\$786,000.00	\$1,965,000.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

7. Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees):

For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

Consultant Expenses:

List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.)

Hey and Associates, Inc.

BMP Design

Winnebago County Highway Department

Project management , site survey, construction management, grant management.

8. Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

IEPA Section 319(h) Program Cost for the Madigan Creek Restoration Project - Phase I

This Direct Cost represents the IEPA Section 319(h) Program portion (60%) of the Total Conceptual Project Cost for approximately 3430-ft of streambank stabilization using soft stabilization with selective areas of structural measures. This work will be completed by an independent contractor through a public bidding process.

Local Match for the Madigan Creek Restoration Project - Phase I

This Direct Cost represents a portion of the Local Match (40%) of the Total Conceptual Project Cost for approximately 3430-ft of streambank stabilization using soft stabilization with selective areas of structural measures. The local match will be a combination of in-kind services and funding from various stake holders.

STATE OF ILLINOIS
WINNEBAGO COUNTY HIGHWAY DEPARTMENT
SECTION 319 OF THE FEDERAL CLEAN WATER ACT
SECTION NO.: 25-00736-00-DR

**MADIGAN CREEK RESTORATION PROJECT
PHASE I
(WATERFORD DRIVE TO NEWBURG ROAD)
LOCATION MAP**



25-00736-00-DR PROJECT ENDS



25-00736-00-DR PROJECT BEGINS

MADIGAN CREEK: 3,430 FT (6,860 FT STREAMBANK)
WINNEBAGO COUNTY BOARD DISTRICT 8 & 11



UNFINISHED BUSINESS

OPERATIONS & ADMINISTRATIVE COMMITTEE

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

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

2025 CO

**ORDINANCE AMENDING SECTION 62-3 (NEPOTISM) OF THE WINNEBAGO
COUNTY CODE OF ORDINANCES**

WHEREAS, the County Board of the County of Winnebago, Illinois, desires to amend its Nepotism Policy, as currently contained in Chapter 62, Article I, Section 62-3 of the Winnebago County Code of Ordinances to make it less restrictive; and

WHEREAS, the Winnebago County Board deems it necessary and appropriate to amend Section 62-3 (Nepotism) of the Winnebago County Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that Chapter 62, Article I, Section 62-3 of the Winnebago County Code of Ordinances, is hereby amended to read as follows:

Sec. 62-3. - Nepotism.

(a) *Policy*. It is the County of Winnebago's intent to recruit, hire, promote, compensate, transfer, reward, and discipline on the basis of individual merit in order to avoid the suggestion of favoritism or bias in the making of such employment decisions.

(b) *Scope*. This policy is intended to apply to every employee of Winnebago County.

(c) *Definitions and procedure*.

~~(1) This policy applies to employees who are related as follows:~~

~~i) *Family member*: spouse _-(including those relationships resulting from a lawful marriage, a civil union and/or other similar legal relationship recognized by applicable law), child, parent, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, as well as in-law and step-relative.~~

~~ii) *Members of the same household*: an individuals residing in the same residence as another employee of the County of Winnebago.~~

~~iii) *Employment decision*: recruitment, hiring, promotion, compensation, transfer, reward, or discipline.~~

~~iv) *Unless otherwise defined by state law, nepotism is the making of an employment decision in regard to a family member and/or a member of the same household.*~~

~~(d) *In making an employment decision the County shall exercise its discretion impartially on the basis of merit and shall avoid nepotism.*~~

~~(c2)~~ Employees who are so related may be employed by the County of Winnebago as long as they are not under the direct supervision of another related employee who has direct control or may influence employment decisions affecting wages, work hours and other conditions of employment.

~~(3) Any employee who believes that they have a relationship that results in a violation of this policy must immediately report the circumstances to the employee's department head or to the director of human resources of the county. Failure of any employee in a relationship to report a violation of this policy may result in disciplinary action up to and including termination. Upon notification of an employment relationship that violates this policy, the County of Winnebago will use its best efforts to affect a transfer, wherever possible.~~

~~(4) Any person in a relationship, as defined in subsection (c)(1) above, which is with an elected member of the Winnebago County Board, the county board chairman, employees of the county board office, or employees of the county human resource office shall not be hired for any position in Winnebago County.~~

~~(5) Employees who are in a relationship, as defined in subsection (c)(1) above, which existed prior to the adoption of this policy shall be subject to the terms and conditions of the prior nepotism policy.~~

(Ord. No. 88-CO-34, § II(B), 6-23-88; Ord. No. 2017-CO-034, 39-17)

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

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

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a copy of this Ordinance to the County Administrator, the County Human Resources Director, and the County Board Office.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

Keith McDonald, Chair

Valerie Hanserd, Vice Chair

Paul Arena

John Butitta

Joe Hoffman

Jaime Salgado

Michael Thompson

DISAGREE

Keith McDonald, Chair

Valerie Hanserd, Vice Chair

Paul Arena

John Butitta

Joe Hoffman

Jaime Salgado

Michael Thompson

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 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

Sec. 62-3. Nepotism.

(a) *Policy.* It is the County of Winnebago's intent to recruit, hire, promote, compensate, transfer, reward, and discipline on the basis of individual merit in order to avoid the suggestion of in the making of such decisions.

(b) *Scope.* This policy is intended to apply to every employee of Winnebago County.

(c) *Definitions and procedure.*

(1) This policy applies to employees who are related as follows:

Family member: spouse (including those relationships resulting from a lawful marriage, a civil union and/or other similar legal relationship recognized by applicable law), child, parent, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, as well as in-law and step-relative.

Members of the same household: individuals residing in the same residence as another employee of the County of Winnebago.

(2) Employees who are so related may be employed by the County of Winnebago as long as they are not under the direct supervision of another related employee who has direct control or may influence employment decisions affecting wages, work hours and other conditions of employment.

(3) Any employee who believes that they have a relationship that results in a violation of this policy must immediately report the circumstances to the employee's department head or to the director of human resources of the county. Failure of any employee in a relationship to report a violation of this policy may result in disciplinary action up to and including termination. Upon notification of an employment relationship that violates this policy, the County of Winnebago will use its best efforts to affect a transfer, wherever possible.

(4) Any person in a relationship, as defined in subsection (c)(1) above, which is with an elected member of the Winnebago County Board, the county board chairman, employees of the county board office, or employees of the county human resource office shall not be hired for any position in Winnebago County.

(5) Employees who are in a relationship, as defined in subsection (c)(1) above, which existed prior to the adoption of this policy shall be subject to the terms and conditions of the prior nepotism policy.

(Ord. No. 88-CO-34, § II(B), 6-23-88; Ord. No. 2017-CO-034, 39-17)

88 CO 34

AN ORDINANCE AMENDING CHAPTER 13 OF THE
CODE OF ORDINANCES FOR THE COUNTY
OF WINNEBAGO

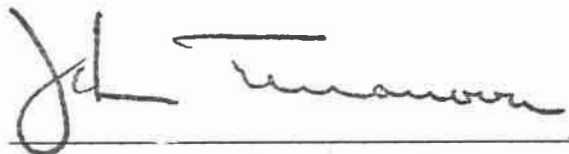
WHEREAS, the Personnel Code for Winnebago County has not been updated for several years; and

WHEREAS, a study of the Personnel Code and consideration of suggested changes have culminated in the attached Personnel Code.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois that Chapter 13 of the Code of Winnebago County is hereby amended by deleting it in its entirety and replacing it with Exhibit "A" attached hereto and incorporated herein by reference.

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

The above and foregoing Ordinance Amendment was adopted by the County Board of the County of Winnebago, Illinois, this 23RD day of JUNE, 1988.



John A. Terranova, Chairman of the
County Board of the County of
Winnebago, Illinois

ATTEST:



Gloria M. Lind, Clerk of the
County Board of the County of
Winnebago, Illinois

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

Your Labor Relations Committee presents the following
ORDINANCE AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES FOR THE
COUNTY OF WINNEBAGO and recommends its adoption.

Respectfully submitted,

LABOR RELATIONS COMMITTEE

Dawn R. Haltster

Chairman

Charles E. Johnson

Mary Ann Ailli-Johnson

(TO ADOPT)

~~(TO NOT ADOPT)~~

II. POLICIES

A. County Equal Employment Opportunity

No discrimination shall be exercised in any manner by any County Official or employee against or in favor of any applicant or employee because of his/her political or religious opinions, affiliations or his/her race, sex, color, creed or national origin, marital status, veterans, age or physical handicap which is unrelated to job performance.

B. Nepotism

No members of an immediate family shall be employed within the same department on a full time or part time basis. Immediate family includes parent, brother, sister, child, spouse, mother-in-law and father-in-law.

C. Political Activities

Although employees are encouraged to exercise the privileges and prerogatives of their citizenship as voters and citizens, it is not considered in the best interest of the County that employees engage in political activities during working hours. Participation in such activities are a violation of these rules and shall be grounds for dismissal.

D. Residence

It is the County's policy to hire the best qualified person for all positions within the limits of the funds available. All other factors being equal, initial appointment to County service shall be made from among residents of the County of Winnebago.

All department heads and other members of the County's professional staff appointed after the effective date of this Ordinance shall be required to reside within the County of Winnebago, unless unique circumstances cause a waiver to be granted by the County Administrator.

E. Secondary Employment

All employees shall notify their immediate supervisor of their intent to obtain secondary employment. Such notification shall include the name of the potential employer and the position involved. The employee shall be notified in writing within two (2) days by the Department Head of any request to the State's Attorney's office for an opinion as to the existence of a conflict of interest with County employment. If a conflict is found, the State's Attorney shall promptly notify both parties of the opinion and the Employer(s) may thereafter restrict or prohibit such secondary employment.

NEW BUSINESS

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

Sponsored by: John Butitta
Submitted by: Finance Committee

2025 CR

RESOLUTION TO DEFINE HOST FEE FUND EXPENDITURES

WHEREAS, the County Board of the County of Winnebago, Illinois, has, designated and provided Host Fee funds for economic development initiatives and other projects benefitting County residents for many years; and

WHEREAS, the Winnebago County Board desires to define Host Fee Fund Expenditures and future allocations; and

WHEREAS, upon the adoption of this Resolution, the Winnebago County Board shall restrict all future Host Fee Fund grants; and

WHEREAS, however this restriction shall not include grants that have been previously allocated by the Winnebago County Board and grants to not-for-profit organizations that have been historically funded by the Host Fee Fund; and

WHEREAS, the Winnebago County Board shall fund only requests and projects that specifically pertain to Winnebago County's Capital Improvement Plan or to the County's Highway Fund and loans pertaining to economic development initiatives within Winnebago County, Illinois; and

WHEREAS, the Winnebago County Board has determined it is in the best interests of the citizens of Winnebago County to define future Host Fee Fund Expenditures as outlined herein.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that:

1. All future Host Fee Fund grants are restricted.
2. This restriction shall not include grants that have been previously allocated by the Winnebago County Board and grants to not-for-profit organizations that have been historically funded by the Host Fee Fund.
3. The Winnebago County Board shall fund only requests and projects that specifically pertain to Winnebago County's Capital Improvement Plan or to the County's Highway Fund and loans pertaining to economic development initiatives within Winnebago County, Illinois.

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 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, County Auditor and County Board Office.

DRAFT

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 SWEENEY

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

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: April 24, 2025

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register/Vol. 90, No. 71/Tuesday, April 15, 2025/Notices
 - b. Summary of the April 2, 2025, Public Outreach to Discuss the NRC 2024 End-of-Cycle Plant Performance Assessment of Byron Station, Units 1 and 2
 - c. Constellation Energy Generation, LLC-Braidwood and Byron Request—Acceptance of License Amendment Request to Adopt TSTF-286, TSTF-471, AND TSTF-571 (EPID No. I-2025-LLA-0050)
2. County Clerk Gummow received from The Illinois Department of Corrections a letter stating the Winnebago County Jail was found to be in non-compliance with the Illinois County Jail Standards, specifically, Inadequate supervision of detainees, section 701.130(a)(2).

Adjournment