

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

Approval of Minutes

**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

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**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
APRIL 24, 2025**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, April 24, 2025 at 6:00 p.m.

Chairman Chiarelli acknowledged the passing of former Board Member Gary Jury and had a moment of silence.

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

3. Agenda Announcements:

County Administrator Thompson announced there will be two additional speakers that were not on the agenda.

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

Board Member Fellars joined at 6:04 p.m.

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

5. Awards - None

Presentations- None

Public Hearings - None

Public Participation - Beth Osmund, Introducing Youth Service Bureau and our services to the Community, Pro

Tom Walsh, Gold Star Memorial Blocks, Pro

Bobbie Holzwarth, Chairman's Authorities, Pro

Greg Jury, Chairman's Authorities, Pro

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 March 27, 2025 and layover County Board Minutes

of April 10, 2025, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for April 24, 2025. Board Member McCarthy 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 Member Scrol was absent.)

APPOINTMENTS

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

A. Four Rivers Sanitation Authority, Annual Compensation: \$6,000

1. Brad Long (New Appointment), Rockford, Illinois, to serve a 3-year term (Elmer Jones) expiring April 2028

B. New Milford Fire Protection District, Annual Compensation: \$1,000 per year

1. Doug Hayes (New Appointment), Rockford, Illinois, to serve the remainder of a 3-year term (Kurt Rodgers) expiring May 2026
2. Greg Tucker (Reappointment), Rockford, Illinois, to serve a 3-year term expiring May 2028

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Butitta read in for the first reading of a Resolution Awarding Court and Case Management Software Agreement to Avenu Insights and Analytics, LLC (Avenu). Board Member Butitta made a motion to suspend the rules, seconded by Board Member Arena. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Scrol was absent.) Board Member Butitta made a motion to approve, seconded by Board Member Penney. Discussion by Board Members Butitta and Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
10. Board Member Butitta read in for the first reading of an Ordinance for Approval of Budget Amendment for Avenu Contract [Court and Case Management Software] to be Laid Over. Board Member Butitta made a motion to suspend the rules, seconded by Board Member Penney. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Scrol was absent.) Board Member Butitta made a motion to approve the Ordinance, seconded by Board Member Penney. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

11. Board Member Butitta made a motion to approve a Resolution Authorizing Wage Increase for Non-Bargaining Unit Employees of the County of Winnebago, Illinois, seconded by Board Member Sweeney. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
12. Board Member Butitta made a motion to approve a Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Thomas Morrison versus Winnebago County, seconded by Board Member R. Thompson. Discussion by Board Member Butitta. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

Board Member Butitta announced the next Finance Committee is scheduled for May 15, 2025.

ZONING COMMITTEE

13. Board Member Webster read in for the first reading of 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 (with conditions), District 2, to be laid over.

Board Member Webster announced the next Zoning Board of Appeals meeting is scheduled for Tuesday, May 13, 2025 and the Zoning Committee will meet Wednesday, May 21, 2025.

ECONOMIC DEVELOPMENT COMMITTEE

14. 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 \$100,000 from the Revolving Loan Fund to Secondary Solutions Inc. (SSI), seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. Discussion by Board Member Butitta. (Board Member Scrol was absent.)
15. 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 Harvey Walbangers, LLC (Harvey), seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

Board Member Sweeney commented on the Resolution under New Business. Agenda Item 11. A.

OPERATIONS & ADMINISTRATIVE COMMITTEE

16. Board Member McDonald made a motion to approve a Resolution to Approve the Execution of a Renewal Agreement with Vision Service Plan (VSP) for Voluntary Vision Insurance, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

17. Board Member McDonald made motion to approve a Resolution Authorizing the Execution of an Agreement with The Standard to Provide Basic Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance, seconded by Board Member R. Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
18. Board Member McDonald made a motion to approve a Resolution Authorizing the Execution of an Agreement with The Standard for Voluntary Life Insurance, seconded by Board Member Hanserd. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

PUBLIC WORKS COMMITTEE

19. Board Member Tassoni made a motion to approve (25-023) Award of Bid for the 2025 County General Letting, seconded by Board Member R. Thompson. Discussion by Board member Tassoni. Motion was approved by a unanimous vote of all members present. (Board member Scrol was absent.)
20. Board Member Tassoni made a motion to approve (25-024) Resolution Authorizing the Appropriation of Motor Fuel Tax (MFT) Funds for the Maintenance of County Highways, seconded by Board Member Hoffman. Discussion by Board member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
21. Board Member McDonald made a motion to approve (25-025) Resolution Authorizing the Award of Bid for the 2025 Township Sealcoat Program (Section 25-XX000-01-GM), seconded by Board Member M. Thompson. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
22. Board Member McDonald made a motion to approve (25-026) Resolution Authorizing the Award of Bid for Concrete Pavement Joint Sealing and Repair (Section 25-00000-01-GM), seconded by Board Member R. Thompson. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)
23. Board Member Tassoni made a motion to approve Agenda Items 6. And 7. (as listed below), seconded by Board Member McDonald. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of members present. (Board Member Scrol was absent.)
 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 Star Memorial Block
 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
24. Board Member Tassoni made a motion to approve (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), seconded by Board Member McCarthy. Discussion by Board Member Tassoni. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.)

PUBLIC SAFETY AND JUDICIARY COMMITTEE

25. No Report.

LEGISLATIVE AND LOBBYING COMMITTEE

26. No Report.

UNFINISHED BUSINESS

27. **Operations and Administrative Committee**

- A. Board Member McDonald made a motion to approve an Ordinance Amending Section 62-3 (Nepotism) of the Winnebago County Code of Ordinances Laid Over from April 10, 2025 Meeting, seconded by Board Member Slagado. Discussion by County Administrator Thompson and Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Scrol was absent.) Discussion by Board Member McDonald.

Board Member Webster announced Ordinance SU-2-25 comes with conditions and thanked Tom Walsh for recognizing veterans.

NEW BUSINESS

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

- A. Board Member Butitta made a motion suspend the rules on Resolution to Define Host Fee Fund Expenditures (Motion to Suspend Rule 2-64 only), seconded by Board Member Arena. Motion to suspend the rules failed by a roll call vote of 11 no and 8 yes votes. (Board Members Fellars, Goral, Hanserd, Hoffman, McCarthy, Nabors, Penney, Salgado, Sweeney, Tassoni, and Valdez voted no.) (Board Member Scrol was absent.)

Board Member Sweeney spoke in regards to the Chairman's Authorities and referred to Operations an Ordinance Amending Chapter 2 of the Winnebago County Code to Restore Administrative Authority to the County Board Chairman.

Board Member Salgado announced he was elected to the City of Rockford, the process to replace him, and the suspension of rules.

Board Member Penney spoke of a host fee review.

Board Members Penney, Arena, and Sweeney shared stories of former Board Member Gary Jury.

ANNOUNCEMENTS & COMMUNICATION

29. County Clerk Gummow submitted the Items Listed Below as Correspondence which were “Placed on File” by Chairman Chiarelli:
- A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:
- a. 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. 1-2025-LLA-0050)
- B. 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).

Board Member McCarthy announced the R.A.M.I. awards will take place at the Hard Rock Casino on Friday night.

Chairman Chiarelli acknowledged Jim Hughes a former Board Member, Alderman, and Winnebago County employee.

ADJOURNMENT

30. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by Board Member M. Thompson. Motion was approved by a voice vote. (Board Member Scrol was absent.) The meeting was adjourned at 6:51 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
4 different organizations for 4 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
31292	1	WINNEBAGO -BOONE FARM BUREAU	5/09/2025-6/03/2025	\$1,000.00
31295	1	ROCKTON LIONS CLUB	6/12/2025-6/15/2025	\$10,000.00

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
31293	1	TOMMY CORRAL MEMORIAL FOUNDATION	5/08/2025-4/30/2026	\$4,000.00
31294	1	ROSCOE TOWNSHIP HISTORICAL SOCIETY	6/01/2025-6/01/2026	\$2,500.00

This concludes my report,

Deputy Clerk KRYSTAL SOTO

LORI GUMMOW
Winnebago County Clerk

Date 8-May-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	\$	780,031
101	PUBLIC SAFETY TAX	\$	340,627
103	DOCUMENT STORAGE FUND	\$	3,597
106	RECORDERS DOCUMENT FEE FUND	\$	15,997
114	911 OPERATIONS FUND	\$	66,758
116	HOST FEE FUND	\$	2,500
118	NEUTRAL SITE CUSTODY EXCHANGE	\$	60,135
129	COUNTY AUTOMATION FUND	\$	4,424
131	DETENTION HOME	\$	23,214
155	MEMORIAL HALL	\$	501
161	COUNTY HIGHWAY	\$	36,971
162	COUNTY BRIDGE FUND	\$	2,635
164	MOTOR FUEL TAX FUND	\$	32,020
181	VETERANS ASSISTANCE FUND	\$	11,999
185	HEALTH INSURANCE	\$	319,343
194	TORT JUDGMENT & LIABILITY	\$	212,811
196	MENTAL HEALTH TAX FUND	\$	692,197
301	HEALTH GRANTS	\$	51,631
302	SHERIFF'S DEPT GRANTS	\$	12,559
304	PROBATION GRANTS	\$	58,028
309	CIRCUIT COURT GRANT FUND	\$	66,112
313	AMERICA RESCUE PLAN	\$	1,385,709
314	CJCC GRANTS FUND	\$	34,034
401	RIVER BLUFF NURSING HOME	\$	157,355
410	ANIMAL SERVICES	\$	26,498
420	555 N COURT OPERATIONS FUND	\$	13,268
430	WATER FUND	\$	254
501	INTERNAL SERVICES	\$	15,495
743	CAPITAL PROJECTS FUND	\$	373,810
	TOTAL THIS REPORT	\$	<u>4,800,513</u>

The adoption of this report is hereby recommended:



William Crowley, County Auditor

ADOPTED: This 8th day of May 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

**OPERATIONS &
ADMINISTRATIVE
COMMITTEE**



Resolution Executive Summary

Prepared By: Department of Information Technology
Committee: Operations and Administrative Committee
Committee Date: May 1, 2025
Board Meeting Date: May 8, 2025
Resolution Title: Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with Rockford Public Schools, District No. 205 for Reciprocal Co-Location of Assets

Was item budgeted? Yes	Amount Budgeted:
	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code:	Descriptor:

Background Information: The County of Winnebago, Illinois, through its Department of Information Technology (County) and Rockford Public Schools, District No. 205 (District) wish to enter into an Intergovernmental Agreement for Reciprocal Co-location of Assets. The County has the opportunity for a partnership to co-locate assets to enhance efficiency and effectiveness while reducing future technology costs by eliminating the cost for co-location services.

Recommendation: Adopt the new Intergovernmental Agreement for Reciprocal Co-location of Assets between the County and the District

Contract/Agreement: County to execute the Intergovernmental Agreement for Co-location of Assets between the County and the District (See Resolution Exhibit A).

Legal Review: SAO has reviewed the IGA

Follow-Up Steps: Return signed copy to the District upon adoption

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 AUTHORIZING THE CHAIRMAN OF THE COUNTY BOARD TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH ROCKFORD PUBLIC SCHOOLS, DISTRICT NO. 205 FOR
RECIPROCAL CO-LOCATION OF ASSETS**

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

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

WHEREAS, the County of Winnebago, Illinois, through its Department of Information Technology (County) is seeking to enter an Intergovernmental Agreement with Rockford Public Schools, District No. 205 (District) for Reciprocal Co-Location of Assets; and

WHEREAS, the District is a school district and unit of local government under the constitution and laws of the State of Illinois, and the County is a county and unit of local government under the constitution and laws of the State of Illinois; and

WHEREAS, the District and the County recognize the importance of disaster recovery and the need for secure and reliable technology infrastructure, which requires off-site redundancy and recovery capabilities; and

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

THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman, is authorized and directed to execute the Intergovernmental Agreement between the County of Winnebago, Illinois and Rockford Public Schools, District No. 205, and in substantially the same form as set forth in Resolution Exhibit A.

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

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

Respectfully Submitted,

OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, 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 V. CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL CO-LOCATION
OF ██████████ ASSETS**

This Intergovernmental Agreement for Reciprocal Co-Location of ██████████ Assets (this “Agreement”) is made and entered into this ___ day of _____, 2025 (the “Effective Date”), by and between the Board of Education of the Rockford Public Schools, District No. 205, Winnebago and Boone Counties, Illinois (the “District”) and the County of Winnebago, Illinois, a body politic and corporate (the “County”). The District and the County are sometimes referred to herein collectively as the “Parties,” and each, individually, as a “Party”.

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

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

WHEREAS, the District is a school district and unit of local government under the constitution and laws of the State of Illinois, and the County is a county and unit of local government under the constitution and laws of the State of Illinois; and

WHEREAS, the District and the County recognize the importance of disaster recovery and the need for secure and reliable technology infrastructure, which requires off-site redundancy and recovery capabilities; and

WHEREAS, the District maintains ██████████ located within its ██████████ (the “██████████”) and the ██████████ has sufficient extra space to accommodate the County’s current needs ██████████; and

WHEREAS, the County maintains ██████████ located within its ██████████ (the “██████████”) and the ██████████ has sufficient extra space to accommodate the District’s current needs for ██████████; and

WHEREAS, the District is willing to allow the County to locate ██████████ at the District Facility on the terms and conditions contained herein, and the County is willing to allow the District to locate ██████████ at the County Facility on the terms and conditions contained herein;

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

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated as if fully set forth herein.

2. Use of Space.

2.1 The District [REDACTED] and the County [REDACTED] (each a “[REDACTED]”) each has [REDACTED] on which may be installed [REDACTED] (the “[REDACTED] Assets”).

2.2 Pursuant to the terms and conditions of this Agreement, the District shall allow the County to install [REDACTED] Assets owned or leased by the County (the “[REDACTED] Assets”) on up to [REDACTED] located within the District [REDACTED], and the County shall allow the District to install [REDACTED] Assets owned or leased by the District (the “[REDACTED] Assets”) on up to [REDACTED] located within the County [REDACTED]. Each Party shall be solely responsible for installing, connecting, operating and maintaining the [REDACTED] Assets owned or leased by it and located in the other Party’s [REDACTED]. Installation of [REDACTED] Assets shall occur during the normal business hours of the Party in whose [REDACTED] the [REDACTED] Assets are being installed, unless otherwise agreed by that Party.

2.3 Each Party agrees to configure and maintain its own [REDACTED] so as to meet the [REDACTED] standards as set forth in the [REDACTED] in effect as of the Effective Date, as such may be modified or amended from time to time during the Term.

2.4 Each Party is solely responsible, at its expense, for maintaining its own [REDACTED] and providing the utilities to operate both its own [REDACTED] Assets and the [REDACTED] Assets installed in its [REDACTED] by the other Party.

2.5 [REDACTED] Assets installed in another [REDACTED] shall be in good condition, meet all applicable industry standards, and be properly configured, properly maintained, properly shielded, and properly connected, using proper wiring, fiber or other connections, and shall not (i) create a risk of fire, overheating, or other condition that might result in damage to the other Party’s [REDACTED] Assets or to the [REDACTED] in which it is located; (ii) cause or create electrical surges within the [REDACTED] electrical systems; or (iii) cause any electronic interference to any other equipment or device located within or outside the [REDACTED] in which it is located.

3. [REDACTED]. In no event shall one Party’s [REDACTED] Assets be connected to the other Party’s Assets either physically or electronically. Each Party’s [REDACTED] Assets will be connected to a [REDACTED] that is separate and apart from the other Party’s [REDACTED] Assets. In the event this requires [REDACTED], the Party installing the [REDACTED] Assets will be responsible for the cost of obtaining a separate [REDACTED] for its [REDACTED] Assets.

4. Access to [REDACTED].

4.1 Each Party shall submit a list of persons, which may be amended from time to time, to the other Party for approved access to that Party’s [REDACTED] (the “[REDACTED] Approved Persons”). The Party to which persons are submitted for approval may require, as part of any such submission, that it be given copies of the results of criminal and other background checks prior to approving

such persons. Either Party may at any time require that an individual previously designated as an Approved Person be removed from the list.

4.2 Approved Persons shall have the ability to physically access the other Party's [REDACTED] [REDACTED] twenty-four hours a day, seven days a week, every day of the year. Each Party may monitor access to its [REDACTED] through security cameras, swipe cards, or any other system, and each Approved Person shall be required to comply with all such security procedures and protocols.

4.3 While at the other Party's [REDACTED] or otherwise on the other Party's property, Approved Persons shall comply with all standards of conduct applicable to such Party's own personnel.

5. Maintenance of [REDACTED] Assets; Coordination.

5.1 Each Party shall be solely responsible for maintaining its own [REDACTED] Assets and shall not make any contact with, or interact with, the other Party's [REDACTED] Assets.

5.2 Each Party shall coordinate its maintenance activities with the other Party so as to minimize disruptions and ensure maximum continuous operations. If any maintenance activity is expected to result in any impact to the other Party's [REDACTED] Assets, [REDACTED] or other infrastructure, that Party shall give notice to the other Party as far in advance as practicable and will reasonably cooperate with the other Party to minimize the effects of any such impact.

5.3 Each Party shall designate one or more contacts for coordinating activities under this Agreement, which may be revised from time to time by notice to the other Party. As of the Effective Date:

5.3.1 the contact(s) for the District shall be:

[REDACTED]
[REDACTED]
[REDACTED]@rps205.com

5.3.2 the contact(s) for the County shall be:

[REDACTED]
[REDACTED]
[REDACTED]@doit.wincoil.gov

6. Insurance.

6.1 Property and Casualty Insurance. Each Party shall be solely responsible for insuring, at its own expense, its own [REDACTED] Assets, and its own [REDACTED], against damage, casualty or other loss, in such amounts as such Party may deem sufficient.

6.2 Each Party shall maintain insurance which may include fiscally reasonable self-insurance or insurance cooperative arrangements.

All insurance policies except workers' compensation shall name the other Party as an additional insured by endorsement and shall waive all rights of subrogation against the other Party.

7. Indemnification. Each Party (an "Indemnifying Party") shall defend, indemnify, and hold the other Party (an "Indemnified Party") harmless from and against claims of injury to, or death of, any person or injury or damage to tangible personal property only to the extent that such claims (A) are made by a third party, (B) are based solely on an alleged act or omission on the part of Indemnifying Party and (C) are not personal injuries suffered by an employee of the Indemnified Party that are compensable under the Illinois Workers Compensation Act. In the event any such claim is based on alleged acts and/or omissions on the part of both the District and the County, each Party shall be responsible for its own respective defense. Any damage awards, obligations, settlements, or other liability resulting from any such claims that allege acts or omissions on the part of both the District and County shall be allocated between the Parties in proportions mutually agreed to between the Parties, or in the event the Parties do not reach agreement, as determined by a final, non-appealable order of a court having jurisdiction.

8. Confidentiality.

8.1 For purposes of this Agreement, the term "Confidential Information" means any information disclosed by one Party to the other, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, software, schematics, flowcharts, graphical layouts and descriptions, plant and equipment, ideas, concepts, technology, inventions, discoveries, improvements, intellectual property, know-how, trade secrets, operations, plans, personnel, customers, suppliers, business opportunities, research, development, data, notes, reports, samples, formulations, analyses, protocols, processes, techniques, manuals, statements, schedules, forecasts, studies, records, systems and programs), whether furnished before, on, or after the date hereof, and whether or not designated as being "confidential," that is not publicly available information and that would not be subject to disclosure under the Illinois Freedom of Information Act. The Parties agree that Confidential Information includes without limitation security systems, security protocols, and other security measures being taken by each Party, as well as the specific makeup, characteristics, or configuration of each Party's [REDACTED] Assets.

8.2 Each Party agrees not to disclose any Confidential Information of the other Party to third parties without the prior written consent of that other Party and further agrees to take any and all appropriate safeguards so as to protect the secret and proprietary nature of the Confidential

Information, which shall include using the same degree of care, which in any event shall be no less than a reasonable degree of care, as each Party uses to protect its own Confidential Information of a like nature. Each Party shall be responsible for any breach of these confidentiality obligations by its own employees or agents.

8.3 The obligations set forth in this Section 8 shall remain in effect during the Term and shall survive the expiration or termination of this Agreement for a period of five (5) years from such expiration or termination.

9. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, civil disturbances, strikes, lockouts, labor disputes, epidemics, pandemics, government actions, or any other event that is unforeseeable and beyond the control of the affected Party (a “Force Majeure Event”). The Party affected by a Force Majeure Event shall promptly notify the other Party in writing of the occurrence of such event and shall use all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement.

10. Term and Termination.

10.1 This Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with this Section 11 (the “Term”).

10.2 Either Party may terminate this Agreement at any time, without cause, by written notice to the other Party, given at least one hundred eighty (180) days prior to the effective date of termination.

10.3 Either Party may terminate this Agreement at any time if the other Party is unable to perform because of a Force Majeure Event that lasts for more than thirty (30) days.

10.4 Either Party may terminate this Agreement at any time upon material breach by the other Party; provided, however, that the non-breaching Party has given the breaching Party notice in writing, specifying the nature of the material breach and the actions required to cure such breach, and the breaching Party has failed to cure such breach within thirty (30) days’ of receiving such notice.

11. Notices. Any notice or demand required or desired to be given in connection with this Agreement shall be in writing and sent or delivered to the recipient at its notice address. Notice shall be validly given (a) when hand-delivered, (b) one day following deposit with a courier or express service guaranteeing overnight delivery, or (c) three days after being deposited in the United States Mail by registered or certified mail, postage prepaid, return receipt requested or on the delivery date endorsed by the Postal Service on the return receipt, whichever date is earlier.

Refusal to accept delivery at the notice address shall not prevent notice from being made. Either party may change its address for providing notices by written notice to the other party given in accordance with this Section 12.

Notices to District:

Rockford School District No. 205
501 7th St.
Rockford, IL 61104
Attn: General Counsel

Notices to County:

Winnebago County
404 Elm Street
Rockford, IL 61101
Attn: County Administrator

12. Miscellaneous.

12.1 Assignment. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties, which shall not be unreasonably withheld.

12.2 Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.

12.3 Complete Agreement. This document and the documents referred to herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly provided for herein.

12.4 Counterparts. This Agreement may be executed in one or more counterparts all of which, taken together, will constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12.5 Governing Law. This Agreement shall be governed and construed under the substantive laws of the State of Illinois without regard to the rules or statutes of any jurisdiction with regard to conflict of laws. The parties agree that the exclusive venue for any such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

12.6 Amendment and Waiver. This Agreement may be amended, and any provision of this Agreement may be waived, provided that any such amendment or waiver will be binding on the District and the County only if such amendment or waiver is set forth in a writing executed by both the District and the County. Waiver by the District or the County of any breach of or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

[rest of page is blank; signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DISTRICT:

BOARD OF EDUCATION OF THE
ROCKFORD PUBLIC SCHOOLS,
DISTRICT NO. 205, WINNEBAGO AND
BOONE COUNTIES, ILLINOIS
an Illinois school district

By: _____
Name: Denise Pearson
Title: President

COUNTY:

COUNTY OF WINNEBAGO, ILLINOIS
a body politic and corporate

By: _____
Name: Joseph V. Chiarelli
Title: Winnebago County Board Chairman



Resolution Executive Summary

Prepared By: Department of Information Technology
Committee: Operations and Administrative Committee
Committee Date: May 1, 2025
Board Meeting Date: May 8, 2025
Resolution Title: Resolution Awarding Email Security Filtering Annual Licensing

Was item budgeted? Yes	Amount Budgeted: \$43,376.00 Appropriation Amount: \$43,860.00
If not, explain funding source:	
ORG/OBJ/Project Code: 19500-43167	Descriptor: DoIT Software Subscriptions

Background Information: The Winnebago County Department of Information Technology (WinCo DoIT) is required to provide a secure and reliable information technology infrastructure for public safety, public health, a nursing home, the circuit courts, elections and all other Elected and Appointed officials. WinCo DoIT uses Barracuda Email Gateway Defense as its preferred email spam and malware filtering provider to protect our end users and network from threats presented through incoming and outgoing email. This is the annual licensing for continued usage of our email filtering system.

Three quotes were obtained for this renewal, and Entre Computer Solutions provided the lowest quote for this annual renewal.

Recommended By: Chief Information Officer, Dan Magers

Follow-Up Steps: Purchasing Department will issue a Purchase Order to Entre Computer Solutions in the amount of \$43,860.00.

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

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

2025 CR

RESOLUTION AWARDING EMAIL SECURITY FILTERING ANNUAL LICENSING

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

WHEREAS, the Winnebago County Department of Information Technology gathered quotes for this renewal regarding our email licensing defense software; and,

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

ENTRE COMPUTER SOLTUIONS
8900 NORTH 2ND STREET
MACHESNEY PARK, ILLINOIS 61115

(See Bid Tab, Resolution Exhibit A)

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the Director of Purchasing is authorized to issue a Purchase Order in the amount of \$43,860, on behalf of the County of Winnebago, to ENTRE COMPUTER SOLTUIONS.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, 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
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

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

QUOTE TAB			
DOIT - ANNUAL EMAIL LICENSING - BARRACUDA			
	ENTRE Computer Solutions Machesney Park, IL	CDW-G Chicago, IL	IT SAVVY Chicago, IL
Barracuda Email Licensing Protection	\$ 43,860	\$ 63,444	\$ 63,444



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

QUOTE

Date	Quote #
3/19/2025	ENTQ50389-01

Customer: WINNEBAGO COUNTY
 Michaela Bradley
 404 Elm St. Room 506
 Rockford, IL 61101

Phone: 815-319-4300

Ship To: WINNEBAGO COUNTY
 Michaela Bradley
 404 Elm St. Room 506
 Rockford, IL 61101

Phone: 815-319-4300

Terms	Sales Rep	Prepared By	P.O. Number	Ship Via
	Drew	Lori		

Qty	Description	Expiration	Unit Price	Ext. Price
	UNIFIED RENEWAL QUOTE			
20,400	Barracuda Essentials - Security Edition - 12 Month Commitment SN: 1376600 1700 users x 12 months = 20,400	7/21/2025	\$2.15	\$43,860.00

PRICING IS VALID TO MAY 29TH ONLY

THIS IS NOT AN INVOICE

SubTotal	\$43,860.00
Sales Tax	\$0.00
Shipping & Handling	\$0.00
Total	\$43,860.00

Content may not be disclosed in whole or in part with any third party without written consent of Entré. Pricing is subject to change without notice. For approval to order please sign and date in the space provided below and fax to our offices at (815) 399 5717 or email the sender referencing the quote number at the top of the document.

**Please do not send payment until invoiced.
 Tax is not calculated on quotes. All payment should be based on invoice.**

Customer Signature _____ Date _____

Drew Tennant
 Outside Sales Consultant
 Entré Computer Solutions
 (815) 815-847-3137
 DrewT@entrerock.com

For immediate assistance contact:
 Jeff Sievers
 Inside Sales Consultant
 Entré Computer Solutions
 (779) 548-0319
 JeffS@entrerock.com





Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Operations & Administrative Committee
Committee Date: May 1, 2025
Board Meeting Date: May 8, 2025
Resolution Title: Resolution Amending the Master Commercial Card Agreement with JPMorgan Chase Bank

Budget Information:

Was item budgeted? N/A	Appropriation Amount: N/A
If not, explain funding source:	
ORG/OBJ/Project Code: There are no fees associated with this program	

Background Information: It was recently discovered an error occurred when establishing our existing Commercial Card Agreement Program with JPMorgan Chase Bank. The amendment before you today will allow us to update our existing agreement.

Due to an update with our existing contract, the rebate program is now revised. This amendment to the original contract was needed to proceed accordingly with our Purchase Card Program for Winnebago County.

Previously, the county rebate was 82% allowing us to capture about \$13,000 between the County and Forest Preserve combined in rebate incentives. The new rate drops due to both entities holding their own programs separately, however JP Morgan was able to lower the spend thresholds to better allow us an opportunity at rebate incentives. Under the new rebate grid, we are estimating a \$2,000 rebate incentive.

Winnebago County has over 70 card holders that participate in this program. There will be no lapse in service. This amendment is more of a housekeeping item and after further review with the State's Attorney Office it was recommended to be taken before Committee and County Board.

Our office also intends to continue research on this topic, it likely makes sense to issue an RFP solicitation for a Purchase Card Program in the near future. Though, no direct cost exists to the county, rebate programs offer various incentives based on our spending habits.

Recommendation: Hope Edwards Director of Purchasing, recommends approving this amendment to our existing card holder agreement with JPMorgan Chase Bank.

Legal Review: The State's Attorney's Office has reviewed the agreement. See Resolution Exhibit A.

Follow-Up: The Purchasing Department will route the agreement for signatures.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AMENDING THE MASTER COMMERCIAL CARD AGREEMENT WITH
JPMORGAN CHASE BANK**

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

WHEREAS, the Winnebago County needed to update its existing agreement with JPMorgan Chase Bank for commercial card services; and

WHEREAS, the Purchasing Department and States Attorney's Office reviewed the attached amendment; and

WHEREAS, there will be no change to the existing services this amendment only revises the spending rebate program; and

WHEREAS, the Operations & Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the amendment, (Resolution Exhibit A) and recommends approving the amendment to this agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to recommend approval of this amendment, on behalf of the County of Winnebago, Illinois to JP Morgan Chase Bank, 10 S. Dearborn Street Chicago, IL 60603.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2025.

ATTESTED BY:

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

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

FIRST AMENDMENT TO MASTER COMMERCIAL CARD AGREEMENT

THIS FIRST AMENDMENT (the "**Amendment**") to Master Commercial Card Agreement (as amended, supplemented, restated, or replaced from time to time, the "**Agreement**") dated as of October 17, 2017 between JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("**Bank**") and The County of Winnebago, Illinois ("**Client**") is made and is effective as of _____, 20__ (the "**Effective Date**").

In consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, Bank and Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **Acknowledgment.** Notwithstanding the expiration of the initial term of the Agreement dated October 17, 2017, the parties hereby agree to retroactively renew and extend the term of the Agreement. The term of the Agreement, which was originally set to expire on October 16, 2022 is extended and now renewed for an additional five year period commencing on the Effective Date of this Amendment. Thereafter, the Agreement shall be renewed automatically for successive one (1) year terms unless either Party terminates in accordance with the terms of the Agreement. Any reference to the Term in this Agreement shall now be understood to include the extended period as specified in this Amendment.
3. **Amendment.** The following is hereby added as a new Section 2.Agreement:

Receipt Image Services. For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order to make Receipt Images available through the System, Client shall first attach to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Images will be made available online through the System for a maximum of thirty-six (36) months ("**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

4. **Amendment.** A new Section 2.F is hereby added to the Agreement as follows:

Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

5. **Amendment.** The notice Section of the Agreement is hereby amended as follows:

All notices and other communications required or permitted to be given under this Master Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, through internet sites, or by such other means as the Client and the Bank may agree upon from time to time, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Client and the Bank agree upon from time to time.

6. **Exhibit 1.** Exhibit 1 to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit 1 in the form attached hereto as Exhibit 1.
7. **Exhibit 2.** A new Supplier Recruitment Exhibit is hereby added to the Agreement as Exhibit 2 in the form attached hereto as Exhibit 2.
8. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
9. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall

constitute one and the same document, and each Party hereto may execute this Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By _____
Name _____
Title _____

Client Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Amendment. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Amendment and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

CLIENT

By _____
Name _____
Title _____

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Client Attestation: The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Amendment and that the person signing above on behalf of Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Amendment. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By _____
Name _____
Title _____

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

EXHIBIT 1 to the Master Terms

FEES & INCENTIVES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

“Combined Net Charge Volume” means the sum of U.S. Net Charge Volume and U.S. Net Virtual Card Charge Volume.

“Combined Total Charge Volume” means the sum of U.S. Total Charge Volume and U.S. Total Virtual Card Charge Volume.

“Contract Year” means a 12-month period beginning on the Effective Date of this Amendment or any anniversary of such date.

“Credit Losses” means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

“Discount Interchange Rate Transactions” means Transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or a Supplier Fee below 2.00%. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions.

“Discount Interchange Rate Transaction Volume” means total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on either the interchange rate or Supplier Fee of each transaction as follows:

- **“Discount Interchange Transaction Volume Category 1”** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee at or above 1.00% (interchange rate or Supplier Fee from 1.00% - 1.99%).
- **“Discount Interchange Transaction Volume Category 2”** covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00% (interchange rate or Supplier Fee from 0.00% - 0.99%).

“Fraudulent Transactions” means Transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

“J.P. Morgan Virtual Connect Network” means Bank’s proprietary payments technology platform to which merchants may register to receive payment from Client in connection with Client’s Program(s).

“Settlement Terms” means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

“Supplier Fee” or **“Merchant Transaction Fee Rate”** means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Client for Transactions made through the J.P. Morgan Virtual Connect Network.

“U.S. Net Charge Volume” means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume or U.S. Net Virtual Card Charge Volume.

“U.S. Net Virtual Card Charge Volume” means total charges made on any and all U.S. dollar issued Virtual Card Accounts, net of returns, cash advances and Fraudulent Transactions. U.S. Net Virtual Card Charge Volume does not include any Discount Interchange Rate Transaction Volume.

“U.S. Total Charge Volume” means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. One Card Program(s).

“U.S. Total Virtual Card Charge Volume” means the sum of U.S. Net Virtual Card Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Virtual Card Account Program(s).

2. REBATES

A. Volume Rebate

Bank will pay Client a rebate based on the annual **Combined Total Charge Volume** achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual **Combined Net Charge Volume**, subject to the rebate adjustments below.

U.S. One Card and U.S. Virtual Card Programs	
	Volume Rebate Rate applied to annual Combined Net Charge Volume by Program Settlement Terms
Annual Combined Total Charge Volume at or above:	@ 30 & 25 Settlement Terms
\$250,000	0.15%
\$500,000	0.30%
\$1,000,000	1.00%
\$2,000,000	1.05%
\$3,000,000	1.10%
\$4,000,000	1.13%
\$5,000,000	1.16%
\$6,000,000	1.18%
\$7,000,000	1.20%
\$8,000,000	1.22%
\$9,000,000	1.24%
\$10,000,000+	1.25%

B. Discount Interchange Rate Transaction Rebate

Should Client achieve the minimum annual **Combined Total Charge Volume** required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

U.S. One Card and U.S. Virtual Card Programs	
Discount Interchange Rebate Rate Category	@ 30 & 25 Settlement Terms
Category 1	0.15%
Category 2	0.15%

3. REBATE ADJUSTMENTS

A. Interchange Rate or Supplier Fee Adjustment

In the event of a reduction in either interchange rates by the Credit Card Networks or Supplier Fee, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS

A. Annual Rebates

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.
- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.

- B. To qualify for any rebate payment, all of the following conditions must be met.
 - i. Client is not in default under the Agreement at the time of rebate calculation and payment.
 - ii. Account(s) must be current at the time of rebate calculation and payment.
 - iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).

5. SETTLEMENT TERMS

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 25 for the U.S. One Card and U.S. Virtual Card Program(s).

6. FEES

A. **United States**

- i. The following are the fees associated with the U.S. Virtual Card Program(s):

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

- ii. The following are the fees associated with the U.S. One Card Program(s):

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: None Individual bill: \$15 late fee at the end of the first cycle
Delinquency/Finance charge	Central bill: Prime + 2.0% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle. Individual bill: Prime + 6.4% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle.
International transaction	1% surcharge
Standard card	\$0.00

ADDITIONAL SERVICES AND FEES	
Cash advances	2.0% of amount advanced (\$3.00 minimum with no maximum)
Executive card	\$75 annual fee per card

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

Exhibit 2 to the Master Terms

SUPPLIER RECRUITMENT AUTHORIZATION EXHIBIT

1. **DEFINITIONS.** For the purposes of this Exhibit, the following terms will have the meaning given below. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

“**Claim(s)**” means any and all past, present and future claim(s), loss(es), liability(ies), obligation(s), expense(s), attorney or other fee(s), suit(s), debt(s), lien(s), contract(s), agreement(s), promise(s), demand(s) or damage(s), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including legal fees to the full extent permitted by law.

“**Client Information**” means information provided by Client to Bank for purposes of Supplier Recruitment (as defined below), including, but not limited to: (i) contact information for Client and/or Supplier(s); (ii) accounts payables details (e.g., payment summaries, amounts/counts, invoice numbers, billing account numbers and current and future payment terms); and (iii) payment preferences for Client and/or Supplier(s).

“**Supplier Data Enrichment**” means a recruitment service utilizing internal and external data sources to obtain supplier contact information for the purpose of Supplier Recruitment (as defined below). Bank will: (i) use commercially reasonable efforts to enrich supplier data provided by Client via the Supplier Data Enrichment process, and (ii) provide on a weekly basis a report of supplier data that is captured during the acceptance process for further verification from Client.

“**Supplier(s)**” means Client’s supplier(s) and/or vendor(s) identified in accounts payable documentation, or other documentation provided to Bank by Client.

“**Third Party**” or “**Third Parties**” means a payment solution partner of Bank.

2. SUPPLIER RECRUITMENT

Client asks and authorizes Bank and/or Third Party to communicate with Suppliers through various methods on behalf of and in the voice of Client for the purpose of requesting that Suppliers accept payment using wholesale payments products offered by Bank, including but not limited to commercial card and automated clearing house (the, “**Supplier Recruitment**”). For the sole purposes of Supplier Recruitment, Client consents to Bank’s disclosure of such Client Information to Third Parties and Suppliers. Bank reserves the right to refuse or discontinue Supplier Recruitment and/or Supplier Data Enrichment services at any time.

3. CLIENT ENGAGEMENT

Client shall be deemed to have accepted and agreed to the following:

- i. Client will commit to having internal resources available to address recruitment needs;
- ii. Client will provide, to the extent commercially reasonable, complete and accurate Client Information including, but not limited to, Supplier name, remittance address, contact name, phone number, and email addresses in a format consistent with Bank instruction;
- iii. Should Client not have complete and accurate Supplier contact information, the Bank will offer Supplier Data Enrichment;
- iv. Client is solely responsible for validating Bank obtained Client Information, including but not limited to Supplier contact information during Supplier Data Enrichment and prior to issuing payment to that Supplier. Client acknowledges that Supplier contact information is deemed to be accurate once payment has been requested.

4. TERMS AND CONDITIONS

A. **Obligations and Liabilities**

- i. Despite anything to the contrary in the Agreement, Client, on its behalf and on behalf of each of its Affiliates:
 - (a) will indemnify and hold Bank and each of its Affiliates harmless against Claims, except in the event of Bank’s gross negligence, that may arise related to: (1) Supplier Recruitment; (2) Supplier Data Enrichment; or (3) a third-party Claim related to the disclosure of Client Information for the purpose of Supplier Recruitment.
 - (b) agrees to reimburse Bank and each of its Affiliates for any direct damages Bank incurs related to Claims arising from third parties under clause 4.A.i.(3).
 - (c) releases and forever discharges Bank and each of its Affiliates from any and all liability for indirect, special, punitive, or consequential damages in any form or under any circumstances, even if Bank has been advised of the possibility of such damages, except to the extent that such Claims arise from the gross negligence of the Bank or its Affiliates.

- B. **Use of Client Logo.** Client grants Bank a non-exclusive, limited, non-transferable, and revocable license to use Client’s marks (whether registered or not) for the sole purpose of Supplier Recruitment.

- C. **Authorizing Transfers.** Client represents and warrants that Client has obtained the consent required to authorize Bank to disclose Client Information, including information about and Supplier(s), for purposes of Supplier Recruitment.

- D. **Giving Bank Notice.** Despite anything to the contrary in the Agreement, Client agrees that it will provide Bank with notice to revoke this Exhibit, which shall have the effect of terminating Supplier Recruitment. Bank will have a reasonable period of time to act on Client’s notice after Bank receives it. The Agreement shall remain in full force and effect unless otherwise terminated as set forth in Agreement.



Resolution Executive Summary

Committee Date: Thursday, May 1, 2025
Committee: Operations & Administrative
Prepared By: Chris Dornbush

Document Title: Resolution Approving Huffman Keel Partners, Inc. As The Construction Consultant For The Public Safety Building Project

County Code:

Board Meeting Date: Thursday, May 8, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: Up to \$230,000 PSB Completion
If not, explain funding source:	
ORG - OBJ - Project Code: 13500-46320	Budget Impact: Not to exceed \$230,000 for PSB Project

Background Information:

In September of 2022 Huffman Keel Partners, Inc. (Huffman) were awarded through a Request For Qualifications (RFQ) process to be the construction project consultant for the County. They were originally brought on to assist with the expansion and renovation of Animals Services Facility and have been instrumental with helping facilitate the Design-Build construction renovation of the Public Safety Building (PSB) project. As an expert in the construction industry as a project manager, they have been able to assist with projects where County staff has not had the resources to in the same manner. In their original agreement with the County, a \$40,000 limit per fiscal year was established. This attached resolution would approve Huffman as being the construction project consultant for the PSB, up to, but not exceed \$230,000 based off of monthly billing for the estimated timeline of October 2024 through September 2026 (24 months). If the project is completed sooner than September 2026, than the amount would lessen.

Recommendation:

Administration supports the continued assistance of a construction consultant expertise for the PSB project.

Contract/Agreement:

Attached (2022-CR-118).

Legal Review:

Yes

Follow-Up:

Huffman Keel & staff plan on regular updates to Committee and the County Board throughout the PSB project.

County Board Office

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

Estimated Construction Project Consulting - PSB

PROJECT MONTHS	YEAR	SERVICE MONTH	ACTUALS	BUDGETED	RUNNING BALANCE
1	2024	October	\$ 3,727.50		\$ 3,727.50
2		November	\$ 5,145.00		\$ 8,872.50
3		December	\$ 9,480.00		\$ 18,352.50
4	2025	January	\$ 10,525.00		\$ 28,877.50
5		February	\$ 9,480.00		\$ 38,327.50
6		March	\$ 9,525.00		\$ 47,852.50
7		April		\$ 9,200.00	\$ 57,052.50
8		May		\$ 9,200.00	\$ 66,252.50
9		June		\$ 9,800.00	\$ 76,052.50
10		July		\$ 9,800.00	\$ 85,852.50
11		August		\$ 9,800.00	\$ 95,652.50
12		September		\$ 9,800.00	\$ 105,452.50
13		October		\$ 9,800.00	\$ 115,252.50
14		November		\$ 9,800.00	\$ 125,052.50
15		December		\$ 9,800.00	\$ 134,852.50
16	2026	January		\$ 9,800.00	\$ 144,652.50
17		February		\$ 9,800.00	\$ 154,452.50
18		March		\$ 9,800.00	\$ 164,252.50
19		April		\$ 9,800.00	\$ 174,052.50
20		May		\$ 9,800.00	\$ 183,852.50
21		June		\$ 9,800.00	\$ 193,652.50
22		July		\$ 9,800.00	\$ 203,452.50
23		August		\$ 9,800.00	\$ 213,252.50
24		September		\$ 9,800.00	\$ 223,052.50

\$ 47,852.50 \$ 175,200.00

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

SUBMITTED BY: OPERATIONS & ADMINISTRATIVE COMMITTEE

2025 CR _____

**RESOLUTION APPROVING HUFFMAN KEEL PARTNERS, INC. AS THE
CONSTRUCTION CONSULTANT FOR THE PUBLIC SAFETY BUILDING PROJECT**

WHEREAS, the Winnebago County Board is the statutory governing body of Winnebago County, Illinois (hereinafter, “County”), a body politic and corporate; and

WHEREAS, in September of 2022, the County approved (2022-CR-118) Huffman Keel Partners, Inc. f/k/a Huffman Facility Development, Inc. (hereinafter, “Huffman”) as a construction consultant through a Request for Qualifications process for County construction projects; and

WHEREAS, pursuant to Section 2(c) of the Owner’s Representative Services Agreement (hereinafter, “Agreement”) by and between Huffman and the County, projects over forty thousand dollars (\$40,000.00) per fiscal year shall be individually approved by the County Board, as an owner direct cost; and

WHEREAS, in November of 2024, the County, through a Request for Proposal process approved (2024-CR-187) a Design-Build project for the Public Safety Building (hereinafter, “PSB”) in the amount of thirty-two-million-dollar (\$32,000,000.00) solely for contractor costs; and

WHEREAS, the PSB project shall consist of a new Family Courts Center, MEP Infrastructure upgrades, and demolition of the existing third (3rd) and fourth (4th) floor for future use; and

WHEREAS, Huffman has estimated that the construction consulting fees and expenses for the PSB project will not exceed two hundred and thirty thousand dollars (\$230,000.00) from inception to completion as an owner direct cost; and

WHEREAS, Huffman has agreed to either an hourly rate not to exceed ninety-five hundred dollars (\$9,500.00) per month or a fixed rate of ninety-two hundred dollars (\$9,200.00) per month for the Design Phase and Huffman has also agreed to either an hourly rate not to exceed ten thousand five hundred dollars (\$10,500.00) per month or a fixed rate of ninety-eight hundred dollars (\$9,800.00) per month for the Construction Phase; and

WHEREAS, Huffman’s hourly rate is based upon positions that are involved with projects and are as follows in the below chart,

Title	Cost / Hour
Project Executive	\$175.00
Development Manager	\$150.00
Operations Manager	\$115.00

; and

WHEREAS, as provided in the Agreement, since the consulting fees and expenses for the PSB project exceeds the stated maximum amount of forty thousand dollars (\$40,000.00) within a fiscal year, it requires County Board approval.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that Huffman Keel Partners, Inc. (hereinafter, “Huffman”) shall be the construction consultant for the Public Safety Building (hereinafter, “PSB”) project and follow the terms and conditions set forth previously in the approved, “Resolution Awarding County Construction Project Consultant” (2022-CR-118) in substantially the same form as the Agreement set forth in Exhibit A.

BE IT FURTHER RESOLVED, that consulting fees and expenses for the PSB project will exceed the maximum amount of forty thousand dollars (\$40,000.00) within a fiscal year as defined under Section (c) of the Agreement, however the total amount will not exceed two hundred and thirty thousand dollars (\$230,000.00) from inception to completion for the PSB project.

BE IT FURTHER RESOLVED, Huffman has agreed to either an hourly rate not to exceed ninety-five hundred dollars (\$9,500.00) per month or a fixed rate of ninety-two hundred dollars (\$9,200.00) per month for the Design Phase and Huffman has also agreed to either an hourly rate not to exceed ten thousand five hundred dollars (\$10,500.00) per month or a fixed rate of ninety-eight hundred dollars (\$9,800.00) per month for the Construction Phase; and

BE IT FURTHER RESOLVED, Huffman’s hourly rate is based upon positions that are involved with projects and are as follows in the below chart,

Title	Cost / Hour
Project Executive	\$175.00
Development Manager	\$150.00
Operations Manager	\$115.00

; and

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,
Operations & 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.

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

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

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

RESOLUTION AWARDING COUNTY CONSTRUCTION PROJECT CONSULTANT

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

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

This 30TH DAY OF SEPTEMBER, 2022.

LORI GUMMOW, Winnebago County Clerk

BY: Angela Reina Deputy County Clerk





Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Operations and Administrative Committee
Committee Date: September 22, 2022
Resolution Title: Resolution Awarding County Construction Project Consultant
Board Meeting Date: September 29, 2022

Budget Information:

Was item budgeted?	NO	Appropriation Amount: Not to exceed \$40,000
If not, explain funding source:		
ORG/OBJ/Project Code:	13500-46320	Budget Impact:

Background Information:

The County of Winnebago issues solicitations for several construction projects throughout the year involving architects, engineers, contractors, and other professional services. It was determined by the Board, that the County is in need of a firm to review specific projects, value engineer, analyze specs, conduct cost estimating and provide additional services, as needed.

The Winnebago County Purchasing Department sent out a formal Request for Qualifications solicitation for a County Construction Project Consultant in June of 2022. In July, seven proposals were received in response to the solicitation. Huffman Facility Development, Inc. was selected by an Evaluation Committee, which consisted of County Board members, as the most qualified firm.

Recommendation:

The RFQ Evaluation Committee recommends Huffman Facility Development, Inc.

Legal Review: Reviewed and revised by the SAO

Follow-Up: Purchasing Department will obtain the Chairman’s signature on the Huffman Facility services agreement. A possible Purchase Order will also be issued.

County Board: 9/29/2022

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

Sponsored by: Keith McDonald
Submitted by: Operations & Administrative Committee

2022 CR 118

RESOLUTION AWARDING COUNTY CONSTRUCTION PROJECT CONSULTANT

WHEREAS, the Winnebago County Board is the statutory governing body of Winnebago County, Illinois, a body politic and corporate; and

WHEREAS, the County of Winnebago, Illinois issues solicitations for several construction projects throughout the year involving architects, engineers, contractors, and other professional services. It was determined by the Board, that the County is in need of a firm to review specific projects, value engineer, analyze specs, conduct cost estimating and provide additional services, as needed.; and

WHEREAS, in June of 2022, the Winnebago County Purchasing Department issued a formal Request for Qualifications and received seven proposals for the following:

COUNTY CONSTRUCTION PROJECT CONSULTANT

WHEREAS, the Operations and Administrative Committee has reviewed the proposals for the aforementioned service and recommends awarding a services agreement as follows:

**HUFFMAN FACILITY DEVELOPMENT, INC.
N3970 WEST CEDAR ROAD
CAMBRIDGE, WI 53523**

(See RFQ TAB RESOLUTION EXHIBIT B)

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to issue, on behalf of the County of Winnebago, a services agreement, similar in language to Resolution Exhibit A, with HUFFMAN FACILITY DEVELOPMENT, INC. N3970 WEST CEDAR ROAD, CAMBRIDGE, WISCONSIN, 53523.

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

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE



KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN

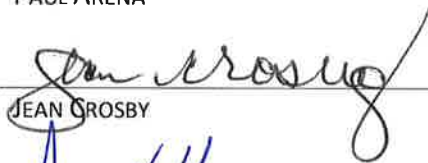
JOHN BUTITTA, VICE CHAIRMAN

JOHN BUTITTA, VICE CHAIRMAN



PAUL ARENA

PAUL ARENA



JEAN CROSBY

JEAN CROSBY



JOE HOFFMAN

JOE HOFFMAN



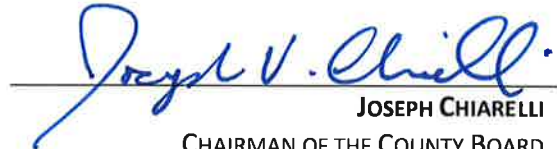
DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this 29th day of September 2022.



JOSEPH CHIARELLI

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

ATTESTED BY:



LORI GUMMOW

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

OWNER'S REPRESENTATIVE SERVICES AGREEMENT

THIS OWNER'S REPRESENTATIVE SERVICES AGREEMENT (this "Agreement") is entered into as of 9/30/2022 by and between County of Winnebago, Illinois ("Client"), and Huffman Facility Development, Inc., a Wisconsin corporation ("Consultant"). The Client and Consultant are collectively referred to herein as "Parties" or individually as a "Party".

Background

Client wishes to engage Consultant to act as Client's representative and consultant in connection with various construction projects and Consultant wishes to accept such engagement, all upon and subject to the terms and conditions set forth in this Agreement.

Terms and Conditions

The Parties agree as follows:

- 1. **Consulting Services.** During the Engagement Period (as defined below), Consultant shall act as a consultant and advisor to Client and a representative of Client in connection with various construction projects, and Consultant wishes to accept such engagement, all upon and subject to the terms and conditions set forth in this Agreement.
- 2. **Payments.**
 - a. **Monthly Fee.** Client shall pay Consultant based on the agreement between Client and Consultant which may vary between projects. Two ways of payments are possible including (1) A lump sum amount to be billed monthly based on the project term and (2) Hourly based on personnel and the below hourly rate breakdown. Consultant shall issue invoices on the last day of the month in which services were provided. Payments are due and payable pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

Title	Cost/Hour
Project Executive	\$ 160.00
Development Manager	\$ 135.00
Operations Manager	\$ 100.00

- b. **Expenses.** In addition to the foregoing payment, Client shall reimburse, pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. following submission of appropriate vouchers and supporting

documentation, all reasonable and necessary out-of-pocket business expenses of Consultant (which excludes without limitation all normal overhead and employee compensation) that have been approved in writing and substantiated by Client and that have been incurred in connection with the rendering of services to Client pursuant to this Agreement. Expenses for mileage (at the applicable IRS rate) and other expenses will be invoiced in addition to the Owner's Representative Fee.

- c. **Maximum.** Total fees and expenses shall not exceed \$40,000 within a fiscal year unless approved by the County Board.
3. **Status of Consultant.** In all matters relating to this Agreement, Consultant shall be acting as an independent contractor, and not as an employee or joint venture partner of Client. Consultant shall be solely responsible for making all payments to and on behalf of its employees and consultants including those required by law. Consultant shall have no authority to bind Client and shall inform third parties, as appropriate, of such limitations. Client shall not be liable for any debts or other liabilities of Consultant, except as specifically set forth in this Agreement.
4. **Term.** The Consultant's term of engagement (the "Engagement Period") under this Agreement shall begin upon final approval by the County Board and shall continue unless cancelled by either party. Notwithstanding anything else in this Agreement, Client may cancel the Agreement upon thirty (30) days written notice. Upon cancellation by Client, Client shall pay to Consultant the Monthly Fee and approved expenses accrued through the termination date.
5. **Consultant's Insurance.**
 - a) **Commercial General Liability Insurance** with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$1,000,000 for bodily injury and/or property damage.
 - b) **Worker's Compensation Insurance** with statutory benefits and limits which shall fully comply with all State and Federal requirements.
 - c) **Comprehensive Automobile Liability Insurance** with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
6. **Warranty.** Consultant represents and warrants to Client that:

With respect to all individuals it provides to perform the services required under this Agreement, Consultant shall make all appropriate tax payments and tax withholding and shall verify such individuals as being legally able to work in the United States.


7. **Miscellaneous.** This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of Client. The exhibits referred to herein and attached hereto are incorporated herein to the same extent as if set forth in full herein. The Parties may modify this Agreement only by written instrument signed by each of the Parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. Without limiting the generality of the foregoing, Consultant's performance of this Agreement and its involvement with the County of Winnebago's construction project(s) shall in no way relieve the architect of any of their respective rights and obligations under the Architect Contract or the Construction Management Contract.
8. **Validity and Interpretation.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The validity and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.
9. **Governing Law and Jurisdiction.** This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of Winnebago, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Consultant may be made, at the option of the Client, either by registered or certified mail addressed to the applicable office as provided for in this Agreement. If any action is brought by Consultant against the Client concerning this Agreement, the action must be brought only in those courts located within the County of Winnebago, State of Illinois.

<signature page follows>

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement or caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.


COUNTY OF WINNEBAGO, ILLINOIS

HUFFMAN FACILITY DEVELOPMENT, INC.

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

By:  Digitally signed by Michael Huffman
Date: 2022.09.30 10:27:27 -05'00'
Michael D. Huffman, President

ATTEST:


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

**REQUEST FOR QUALIFICATIONS TAB
COUNTY CONSTRUCTION PROJECT CONSULTANT
RFQ – 22Q-2241- JULY 6, 2022 , DUE BY 11:00 A.M.**

VENDOR	
CORD CONSTRUCTION CO.	HAGNEY ARCHITECTS LLC.
HUFFMAN FACILITY DEVELOPMENT, INC.	IMEG CORP
R.K. JOHNSON & ASSOCIATES	WILLETT HOFMANN & ASSOCIATES INC.
WOLD ARCHITECTS AND ENGINEERS	

(14)

COMMITTEE: Operations & Administrative

SUBJECT: Res. Awarding Construction Project Consultant

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL	✓				
2. BOOKER, AARON	✓				
3. BUTITTA, JOHN	✓				
4. CROSBY, JEAN	✓				
5. FELLARS, ANGELA	✓				
6. GERL, BURT	✓				
7. GORAL, ANGIE	✓				
8. HOFFMAN, JOE	✓				
9. KELLEY, DAVE				✓	
10. LINDMARK, BRADLEY	✓				
11. MCCARTHY, KEVIN	✓				
12. MCDONALD, KEITH	✓				
13. NABORS, JR. TIMOTHY	✓				
14. REDD, DOROTHY	✓				
15. SALGADO, JAIME	✓				
16. SCHULTZ, STEVE	✓				
17. SWEENEY, JOHN	✓				
18. TASSONI, DAVE	✓				
19. WEBSTER, JIM	✓				
20. WESCOTT, FRED	✓				
TOTALS <i>unanimous vote</i>	19			1	



November 1st, 2024

Patrick Thompson
Winnebago County Administrator
404 Elm Street
Rockford, IL 61101

Dear Patrick,

We appreciate the continued partnership in working with the county to manage and lead various projects over the last two years. Now that we are transitioning into the Design Phase of the Public Safety Building project, we are pleased to provide our updated owner project management scope of services.

Per our executed contract dated 9/30/22 Terms and Conditions Item 2, below is our updated flat monthly fee for owner project management services on the Family Courts Center, 3rd & 4th floor demo, and PSB infrastructure upgrades projects. In addition to these projects, we have continued the inclusion of time for misc. projects the county may need our support on. Additional resources from our team will be brought on board to assist with the increased workload.

Below is our scope of services and the associated monthly fee for the next phases. We anticipate this being an approximately 18-month engagement that would begin in November 2024. We look forward to continuing our successful partnership with you and your team. Please feel free to contact me if you have any questions.

Sincerely,

Jeff Duesterbeck
Development Manager

PLANNING PHASE

1. Design and Construction Team Selection:
 - a. Establish procedure for selecting architect, consultants, vendors and contractor.
 - b. Develop “short lists” of firms based on reputation, specialization, experience, etc. including review and recommendations on contractor management and field staff (PM and Super, etc.)
 - c. Develop and distribute RFP(s), coordinate and participate in evaluations and interviews
 - d. Review proposals and develop comparative matrix with ranking and recommendations for consultant and contractor selection.
 - e. Work with owner to prepare consultant and contractor contracts.
2. Property and Site Selection:
 - a. Assess, review, and compare potential sites for the project.
 - b. Advance zoning and land use modifications/approvals
 - c. Guide municipal planning review activities.
3. Project Delivery:
 1. Develop optimal project delivery method based on project specific constraints
(GMP, bid, design/build, fast-track, etc.)
4. Master Project Budget Analysis and Control:
 - a. Develop the Master Project Budget, working with owner and consultants to update monthly throughout the term of the project.
 - b. Establish process for invoice review and approvals, track all project expenses, keeping owner and consultants apprised of necessary decision-making info.
5. Schedule:
 - a. Collaborate with owner and consultants to establish initial project schedule and updates as the project evolves.
 - b. Provide recommendations on procedures for phased construction if needed.

DESIGN PHASE

1. Design Review:
 - a. Participate in design meetings to provide input and support owner decision-making.
 - b. Review conceptual, design development and working drawings to ensure alignment with the owner’s project requirements and operational efficiency, including Value Engineering. Special attention will be addressed to MEP and envelope development.
2. Budget Management:
 - a. Work with project team to ensure scope meets the project budget and schedule.
 - b. Collaborate on value engineering options as needed.
 - c. Review and log consultant and vendor invoices.
 - d. Update Master Project Budget and projections.
3. Approvals:

- a. Assist owner and design team with municipal/state approvals and permitting.
- b. Provide guidance in procurement of long-lead items.
4. Owner Direct Vendors:
 - a. Collaborate with owner to engage vendors such as Materials Testing, Furniture, Fixtures & Equipment (FFE), and Move Management

CONSTRUCTION PHASE

1. Construction Administration:
 - a. Oversee construction, including coordination of design team efforts during construction.
 - b. Facilitate resolution of any environmental issues in the manner best suited to the Project
 - c. Conduct/participate in project meetings during construction.
 - d. Coordinate owner direct vendors.
 - e. Manage timely decision-making processes for construction items, both formal and informal
2. Budget Management:
 - a. Review changes as they relate to contractors' proposals, material substitutions, construction budget and schedule.
 - b. Review contractor applications for payment and vendor invoices, updating the Master Project Budget and projections.
3. Reporting:
 - a. Maintain a record of contract documents (contracts, plans and specifications, reports, change orders, etc.)
 - b. Provide written and oral progress reports to owner and its committees/boards.
 - c. Assist owner with external relations regarding the project, including representation of the owner with city departments, the media, and the public.
 - d. Maintain a photo log of construction progress.

PROJECT CLOSE-OUT PHASE

1. Construction:
 - a. Oversee construction completion including punch list reports and follow-through.
 - b. Monitor and support commissioning activities.
 - c. Assist in obtaining the Certificate of Occupancy.
2. Documentation:
 - a. Coordinate turnover and review of operation and maintenance manuals and warranties.
 - b. Review final lien waivers and obtain title search.
 - c. Review final pay request and close-out contracts.
3. Occupancy:
 - a. Support installation by Owner-Direct vendors (FFE)
 - b. Oversee relocation activities.



Flat Monthly Fee

Total Cost per/mo

		<u>Schedule</u>
Design/Preconstruction Phases	\$ 9,200	6 mo
Construction/Closeout Phases	\$ 9,800	12 mo

Below is a breakdown of hours if each project was managed individually as well as a summary of total hours per week & month. We have also included several comparable projects that we have recently completed for reference.

Project Hrs/Cost Broken Out Per Project

Family Courts Center

	Low	High
Hrs/Wk	12	16
Hrs/Mo	52	69
Rate/Hr \$	140	
Cost Range/Mo \$	7,274	\$ 9,699
Average Cost/Mo \$	8,487	

PSB Infrastructure & 3rd/4th Flr Demo

	Low	High
Hrs/Wk	3	4
Hrs/Mo	13	17
Rate/Hr \$	140	
Cost Range/Mo \$	1,819	\$ 2,425
Average Cost/Mo \$	2,122	

Misc. Advisory Work Outside of PSB Projects

	Low	High
Hrs/Wk	3	
Hrs/Mo	13	
Rate/Hr \$	140	
Cost Range/Mo \$	1,819	-
Average Cost/Mo \$	1,819	

Summary

	<u>Low</u>	<u>High</u>	
Total Cost	\$ 10,912	\$ 13,943	per/mo
Total Hrs/Wk	18	23	
Total Hrs/Mo	78	100	
Total Avg. Cost		\$ 12,427	per/mo
Total Avg. Hrs/Wk		21	hrs/wk
Total Avg. Hrs/Mo		89	hrs/mo

Comparables

<u>Client</u>	<u>Mo. Fee</u>	<u>Total Project</u>	
		<u>Costs</u>	<u>Type of Project</u>
Invenra	\$ 8,500	\$ 15,000,000	Interior buildout, science facility in Madison, WI.
Monroe School Dist.	\$ 21,000	\$ 90,000,000	New high school in Monroe, WI.
Fox Point Bay Side	\$ 15,000	\$ 58,000,000	New middle school and renovated elementary school in Fox Point, WI.
NorthStar	\$ 12,200	\$ 55,000,000	New GMP radio pharma facility in Beloit, WI.
Kohl Center	\$ 19,000	\$ 35,000,000	Addition and renovation to sports facility in Madison, WI.
McFarland	\$ 12,825	\$ 22,300,000	Public Safety Center in MacFarland, WI



Resolution Executive Summary

For CIP Projects

Prepared By: Purchasing Department for the Administration Building.
Committee Name: Operations & Administrative Committee
Committee Date: May 1, 2025
Board Date: May 8, 2025
Resolution Title: Resolution Awarding Carpet Replacement for the Administration Building Using CIP 2023 and 2024 Funds

Budget Information

Budgeted? YES	Amount Budgeted? \$60,000 CIP 2023 & \$60,000 CIP 2024
If not, originally budgeted, explain the funding source?	
If CIP funded, original Board approved amount? \$68,683	
Over or Under approved amount? UNDER By: \$51,317 (CIP 2024) Utilized \$60,000 of CIP 2023	
Reason for ARPA or CIP increase? N/A	
If ARPA funded, was it approved by Baker Tilly? N/A	
ORG/OBJ/Project Codes: 82200-46320-C2337 & C2430 Descriptor: CIP 2023 and CIP 2024 Funds Budget Impact?	

Background Information: The Winnebago Administration Building carpet is in need of replacement in a few select locations. The Elections Department in the County Clerk's Office, Human Resources Office and the hallways on the 2nd and 4th floors are in need of replacement due to tears, stains and major wear and tear. For this renovation, the same carpet tile specifications were requested similar to previous projects, which will allow for better long-term use and durability. The carpet was submitted to be replaced using \$60,000 CIP 2023 Funds and \$8,863 of CIP 2024 Funds.

This project 25B-2388 yielded five (5) bids with the lowest bid received from Boss Carpet One LLC, (See Resolution Exhibit A).

The Invitation to Bid was emailed to five (5) potential bidders and local suppliers. It was also publicly advertised in the RRStar and on the County website. The Pre-Bid Meeting was mandatory and we had 5 attendees representing 5 companies.

Recommended By: Facilities Department

Follow-Up Steps: Purchasing will prepare the Purchase Order to Boss Carpet One LLC, 329 IL Route 2, Dixon IL 61021. in the amount of \$68,863.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2025 CR

**RESOLUTION AWARDING CARPET REPLACEMENT FOR THE ADMINISTRATION BUILDING USING
CIP 2023 AND 2024 FUNDS**

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

WHEREAS, Winnebago Administration Building is in need of carpet replacement; and,

WHEREAS, the County went out for Bid #25B-2388 Carpet Replacement Winnebago County Administration Building; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bid Tab (Resolution Exhibit A) for the aforementioned purchase and recommends awarding to:

**Boss Carpet One LLC
329 IL Route 2
Dixon, IL 61021**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, in the amount of \$68,863 to Boss Carpet One LLC, 329 IL Route 2, Dixon, Illinois 61021.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2025.

ATTESTED BY:

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

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



WINNEBAGO COUNTY

— ILLINOIS —

BID TAB

25B-2388 FLOORING REPLACEMENT AT WINNEBAGO ADMINISTRATION BUILDING

BID OPENING - FEBRUARY 20, 2025 AT 10:00 AM

VENDOR NAME	BENCHMARK FLOORING INC LOVES PARK, IL	BOSS CARPET ONE LLC DIXON, IL	TILES IN STYLES DBA TAZA SUPPLIES SOUTH HOLLAND, IL	CARPET MILL OUTLET ROSCOE, IL	COMMERICAL FLOORING CONTRACTORS ROSCOE, IL
ELECTIONS OFFICE FIRST FLOOR					
COST PER SQ. FOOT	\$12.39	\$12.29	\$2,150.00	\$11.12	\$83.74
CARPET MATERIAL COST	\$16,581.00	\$20,140.00	\$15,800.00	\$21,440.00	\$19,953.60
LABOR COST	\$12,962.00	\$9,498.00	\$37,100.00	\$9,605.00	\$10,810.00
ELECTIONS TOTAL COST	\$29,543.00	\$29,638.00	\$52,900.00	\$31,144.00	\$30,763.60
HALLWAY SECOND FLOOR					
COST PER SQ. FOOT	\$10.45	\$13.81	\$21.50	\$10.73	\$89.41
CARPET MATERIAL COST	\$6,065.00	\$8,085.00	\$5,800.00	\$9,148.00	\$17,811.28
LABOR COST	\$2,400.00	\$2,768.00	\$14,000.00	\$3,625.00	\$11,157.30
HALLWAY 2ND FL TOTAL COST	\$8,465.00	\$10,853.00	\$19,800.00	\$12,872.00	\$28,968.58
HUMAN RESOURCES OFFICE SECOND FL					
COST PER SQ. FOOT	\$12.39	\$12.78	\$21.50	\$11.24	non responsive
CARPET MATERIAL COST	\$15,506.00	\$13,968.00	\$11,900.00	\$17,038.00	non responsive
LABOR COST	\$11,760.00	\$6,568.00	\$27,840.00	\$8,052.00	non responsive
HUMAN RESOURCES TOTAL COST	\$27,266.00	\$20,536.00	\$39,740.00	\$25,189.00	non responsive
HALLWAY FOURTH FLOOR					
COST PER SQ. FOOT	\$10.45	\$16.19	\$21.50	\$11.11	\$94.74
CARPET MATERIAL COST	\$5,653.00	\$5,589.00	\$5,600.00	\$6,328.00	\$4,313.00
LABOR COST	\$2,400.00	\$2,067.00	\$13,800.00	\$2,466.00	\$2,223.67
HALLWAY 4TH FL TOTAL COST	\$8,053.00	\$7,656.00	\$19,400.00	\$8,893.00	\$6,536.67
TOTAL PROJECT COST	\$73,327.00	\$68,683.00	\$131,840.00	\$79,098.00	non responsive

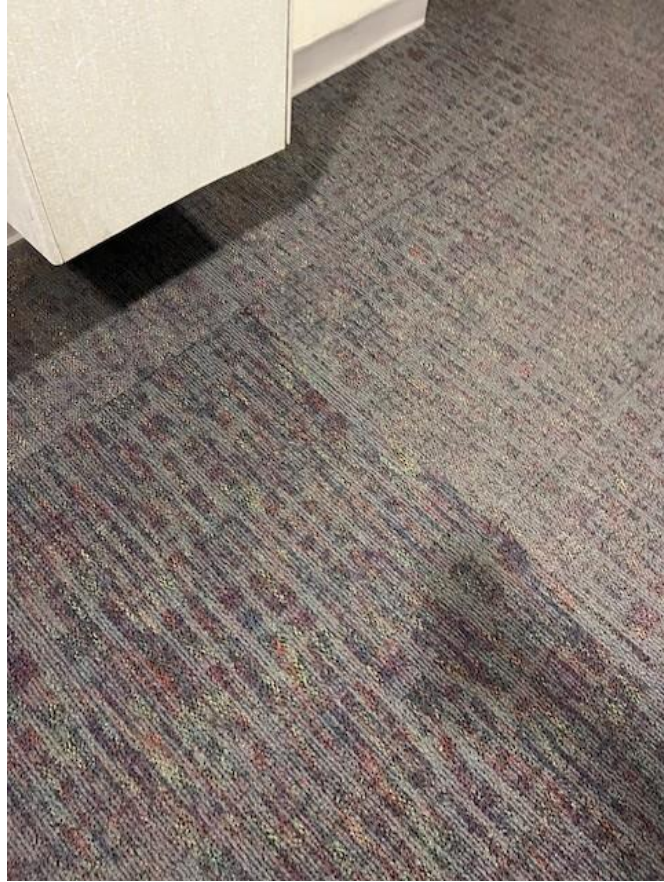
Elections Department – Clerks Office



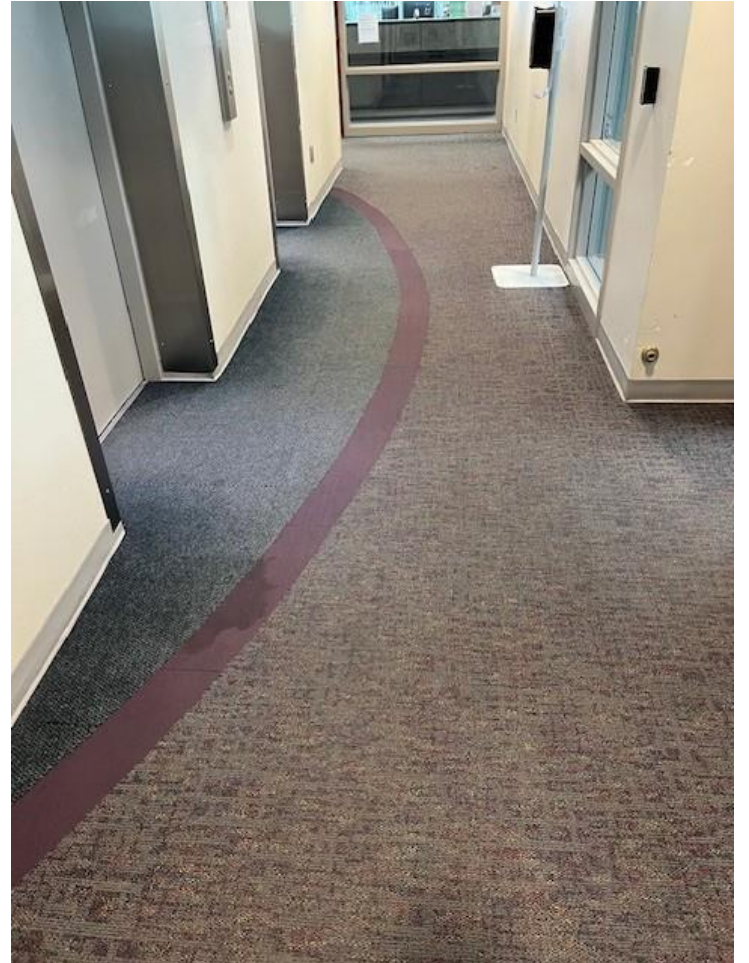
Human Resources Office



2nd Floor Hallways



4th Floor Hallways





Resolution Executive Summary

Prepared By: Purchasing Department on behalf of Facilities
Committee Name: Operations & Administrative Committee
Committee Date: May 1, 2025
Board Date: May 8, 2025
Resolution Title: Resolution Awarding Snow Plowing Maintenance Services

Budgeted? YES	Amount Budgeted? Various Department Budgets
If not, originally budgeted, explain the funding source?	
ORG/OBJ/Project Codes: Each department use their funds Descriptor:	

Background Information: Through the Purchasing and Facilities Department, it was determined to go out for Complete Bid for county wide Snow Plowing Maintenance Services. In an effort to streamline and get more vendors, this bid was issued with the landscaping and ground maintenance bid jointly. The previous contractual term was expiring and we did not renew with previous vendor. The invoiced services from last year's snow plowing services total \$45,684, for a total of sixteen (16) plows (see Resolution B).

The solicitation for bids was made available on February 17, 2025. Two mandatory pre-bid meetings were conducted where eleven (11) vendors attending one of the two meetings. This resulted in receiving five (5) complete bid submittals with lowest responsible bidder being Boreas Midwest LLC., 238 Charles Street, South Beloit, IL 61080. The cost increase for subsequent years will raise 3% each year for years two, three and four (please see Resolution Exhibits A and B).

Recommended By: It is recommended by Shawn Franks, Director of Facilities, that the County awards Complete Bid #25B-2391 Boreas Midwest LLC., for a four-year (4) contract term based on pricing and conditions in Resolution Exhibit A and Exhibit B.

Follow-Up Steps: The Facilities Department will work with the successful vendor on the annual service and evaluate.

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

Sponsored by: Keith McDonald

Submitted by: Operations and Administrative Committee

2025 CR

RESOLUTION AWARDING SNOW PLOWING MAINTENANCE SERVICES

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, Winnebago County is in need of Snow Plowing Services and;

WHEREAS, Initiation for Bid #25B-2391 was issued on March 12, 2025 for the following, Snow Plowing Maintenance Services and;

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the Bid Tab (Resolution Exhibit A) for the aforementioned purchase and recommends awarding to:

**BOREAS MIDWEST LLC
238 CHARLES STREET
SOUTH BELOIT, IL 61080**

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Director of Purchasing is authorized to issue a County Purchase Order, on behalf of the County of Winnebago, to Boreas Midwest LLC, 238 Charles Street, South Beloit, IL 61080.

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

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

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

Winnebago, Illinois this ____ day of _____ 2025.

ATTESTED BY:

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

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



WINNEBAGO COUNTY
ILLINOIS

BID TAB - Snow Plowing

25B-2391 LANDSCAPING AND GROUD MAINTENANCE SNOW PLOWING SERVICES

BID OPENING - MARCH 12, 2025 AT 11:00 AM

VENDOR	DGO Premium Services Wheeling IL	CMM Environmental Rockford IL	Boreas Midwest LLC South Beloit IL	BL Wellwood Services Rockford IL	Langton Group Woodstock IL
Per event Snow Plowing Services price; labor, equipment, and locations: 1st yr 1-3"	\$3,000	\$4,890	\$2,722	\$3,600	\$7,928
Per event Snow Plowing Services price; labor, equipment, and locations: 1st yr 3.1-6"	\$3,800	\$9,960	\$3,231	\$4,100	\$11,877
Per event Snow Plowing Services price; labor, equipment, and locations: 1st yr 6.1-9"	\$4,200	\$14,940	\$3,877	\$4,850	\$19,162
Per event Snow Plowing Services price; labor, equipment, and locations: 1st yr 9+"	\$4,700	\$19,920	\$4,621	\$6,300	\$24,784
Annual Increases	0%	3%	3%	1%	3%
SUPPLEMENTAL SERVICES					
Salt Only Application	\$2,300	\$840	\$675	\$900	\$6,105
Rock Salt Price Per Yard	\$500	\$432	\$175	\$98	\$275
Ice Melt Price Per Bag	\$100	\$19	\$20	\$20	\$48
Lots/Locations Snow Removal per yard	\$500	\$10	\$15	\$50	\$20



WINNEBAGO COUNTY

— ILLINOIS —

25B-2391 Snow Plowing Services Cost Comparison

Contract term is 4 years, with a 3% increase for years 2, 3 & 4

VENDOR	Previous 2024-2025 Based on 16 plows	Boreas Midwest LLC South Beloit IL 1st year-16 plows
Full-Season Snow Plowing Services price; labor, equipment, and locations: 1 year -	\$45,864	\$43,552 1 to 3 inches
		\$73,936 9+ inches
Rock Salt Price Per Yard		\$175.00
Ice Melt Price Per Bag		\$20.00
Lots/Locations snow removal per yard		\$15.00

Snow Plowing Services - Bid Tab								
Bid Tab Breakdown by Location	Winnebago County Justice Center				Additional WC Locations			
	<i>Sally Port</i>	<i>Dock</i>	<i>Parking Lot</i>	<i>Side Walks</i>	<i>Juvenile Justice Center</i>	<i>Winnebago County Health Department</i>	<i>Carrie Lynn Center</i>	<i>Hawk's Nest Parking Lot</i>
1 to 3 inches								
CMM Environmental	\$210.00	\$420.00	\$1,820.00	\$360.00	\$490.00	\$1,120.00	\$210.00	\$350.00
DGO Premium Services	\$200.00	\$300.00	\$700.00	\$800.00	\$300.00	\$300.00	\$200.00	\$200.00
Boreas Midwest LLC	\$125.00	\$286.00	\$750.00	\$500.00	\$352.00	\$330.00	\$225.00	\$154.00
BL Wellwood Services	\$150.00	\$150.00	\$1,600.00	\$250.00	\$750.00	\$400.00	\$100.00	\$200.00
Langton Group	\$322.92	\$322.92	\$1,304.80	\$2,302.80	\$1,282.97	\$1,194.40	\$430.08	\$767.10
3.1 to 6 inches								
CMM Environmental	\$420.00	\$840.00	\$3,640.00	\$720.00	\$980.00	\$2,240.00	\$420.00	\$700.00
DGO Premium Services	\$250.00	\$350.00	\$900.00	\$1,000.00	\$400.00	\$400.00	\$250.00	\$250.00
Boreas Midwest LLC	\$175.00	\$333.00	\$850.00	\$600.00	\$422.00	\$396.00	\$270.00	\$185.00
BL Wellwood Services	\$175.00	\$175.00	\$1,800.00	\$300.00	\$800.00	\$450.00	\$150.00	\$250.00
Langton Group	\$484.38	\$484.38	\$1,956.68	\$3,454.22	\$1,909.56	\$1,792.20	\$645.14	\$1,150.66
6.1 to 9 inches								
CMM Environmental	\$630.00	\$1,260.00	\$5,460.00	\$1,080.00	\$1,470.00	\$3,360.00	\$630.00	\$1,050.00
DGO Premium Services	\$300.00	\$400.00	\$950.00	\$1,050.00	\$450.00	\$450.00	\$300.00	\$300.00
Boreas Midwest LLC	\$250.00	\$400.00	\$1,000.00	\$700.00	\$506.00	\$475.00	\$324.00	\$222.00
BL Wellwood Services	\$200.00	\$200.00	\$2,200.00	\$350.00	\$900.00	\$500.00	\$200.00	\$300.00
Langton Group	\$726.68	\$729.68	\$2,935.02	\$5,181.32	\$2,864.34	\$4,031.10	\$967.72	\$1,726.00
9+ inches								
CMM Environmental	\$840.00	\$1,680.00	\$7,280.00	\$1,440.00	\$1,960.00	\$4,480.00	\$840.00	\$1,400.00
DGO Premium Services	\$350.00	\$450.00	\$1,050.00	\$1,150.00	\$500.00	\$500.00	\$350.00	\$350.00
Boreas Midwest LLC	\$350.00	\$480.00	\$1,200.00	\$800.00	\$607.00	\$570.00	\$388.00	\$226.00
BL Wellwood Services	\$225.00	\$225.00	\$3,200.00	\$400.00	\$1,000.00	\$600.00	\$300.00	\$350.00
Langton Group	\$1,089.86	\$1,089.86	\$4,402.52	\$7,771.98	\$4,296.50	\$4,031.10	\$1,451.56	\$651.17

UNFINISHED BUSINESS

ZONING COMMITTEE

Attachment
ZONING COMMITTEE
OF THE COUNTY BOARD AGENDA
May 8, 2025

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

PLANNING AND/OR ZONING REQUESTS:

TO BE VOTED ON:

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: *APPROVAL w/CONDITIONS (4-0)*

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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.

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: May 8, 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. Byron Station, Unit Nos. 1 and 2 – Issuance of Relief Request 15R-04 Regarding Non-Destructive Examination Requirements (EPID L-2024-LLR-0064)
 - b. Braidwood Station, Units 1 and 2, and Byron Station, Unit Nos. 1 and 2-Request for Additional Information in Support of Review of License Amendment Request to Transition to Framatome Gaia Fuel (EPID L-2024-LLA-0072)
 - c. Byron Station, units 1 & 2-Authorization and Safety Evaluation for Vessel Head Penetrations (EPID L-2024-LLR-0062)
 - d. Federal Register/Vol. 90. No. 56/Tuesday, March 25, 2025/Notices
2. County Clerk Gummow received from ThermoFisher Scientific a Notice of RCRA Permit Modification-Facility Name Change:
Pierce Biotechnology, Inc.
3747 N. Meridian Road
Rockford, Illinois

Adjournment